ADVERTISEMENT FOR BIDS

Project No: **P1154-00 – Demolition of Dwellings**
Location: **504, 506, 512, 520, 524, 526, 528, 530, 532, XXX (Block 255, Lot 8), 536, 538, 540 and 544 Bay Point Road, 6, 8, 9B, 22, 23B, 26B, 32, 36, 42, 48, 56, 58, 60, 62, 64, 68, 70, 72, 74, 80 and 82 Paris Road, Lawrence Township, NJ – Cumberland County**

A NON-MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 A.M., SEPTEMBER 18, 2017. LOCATION: MUNICIPAL BUILDING (COURT ROOM), 357 MAIN STREET, CEDARVILLE, NJ. CONTACT PERSON: WILLIAM BYSTER (609) 984-4705

IT IS HIGHLY RECOMMENDED CONTRACTORS ATTEND THIS NON-MANDATORY PRE-BID MEETING.

Sealed proposals must be received and time-stamped in the Plan Room, Division of Property Management & Construction, 33 West State Street, 9th Floor, (PO Box 034) Trenton, NJ 08625 until 2:00 p.m. on October 17, 2017 for:

Single Bid (lump sum all trades)
General Construction (C008) or
General Construction/Alterations & Additions (C009)
Demolition (C021)
Bulkhead and Docks (C083)
Pile Driving (C086)
$1,724,500.

IN ACCORDANCE WITH N.J.S.A. 52:32-2, THIS PROJECT SHALL BE BID AS A SINGLE BID (LUMP SUM ALL TRADES). BIDDER MUST BE CLASSIFIED THEMSELVES OR NAME THEIR CLASSIFIED SUBCONTRACTOR(S) FOR THE FOLLOWING TRADE(S):

Demolition (C021)
Plumbing (C030)
Asbestos Removal / Treatment (C092)

FAILURE TO LIST CLASSIFIED SUBCONTRACTORS WILL DEEM THE BID NON-RESPONSIVE.

CLASSIFIED DPMC CONTRACTORS/SUBCONTRACTORS MAY BE FOUND AT DPMC'S WEBSITE LISTED BELOW:

http://www.state.nj.us/treasury/dpmc/contract_search.shtml

Bid Documents may be examined at the above address or obtained for a document fee based on the individual trade estimate shown above, as follows: Trade Estimate up to $100,000 – No Fee, in excess of $100,000 - $65.00. An additional $25.00 fee is required for mailing of bid documents. All fees are non-refundable and must be received by the Division before documents will be released. A company check payable to the "Treasurer, State of New Jersey" is required. Contact **Catherine Douglass (609) 777-3094** for further information. Mailing address is as follows: Regular Mail (DPMC, P.O. Box 034, Trenton, NJ 08625) or Overnight Mail (DPMC, 33 West State St, 9th Fl, Trenton, NJ 08608).

Bidders must be classified by the Division under N.J.S.A. 52:35-1 et seq. and must submit bid security as provided in Instructions to Bidders and General Conditions revised December 2015. No bidder may withdraw his bid for 60 calendar days after the opening. The State may reject any and all bids.

Bidders are required to comply with the requirements of P.L. 1975, c. 127, N.J. Law Against Discrimination.

http://nj.gov/comptroller/sandytransparency/contracts/sandy/.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, 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.

Notice of Requirement for DUNS Number Registration

In accordance with 2CFR Part 200.213 "Suspension and Debarment", all vendors, contractors and subcontractors submitting proposals on federal FEMA and HUD funded projects will be required to register for a Data Universal Numbering System (DUNS) number in order to be eligible for a contract award. These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participating in federal assistance programs or activities. In order to comply with this requirement, each consultant, prime contractor and sub-contractor must register in the System of Award Management (SAM) at http://www.sam.gov and register for a DUNS number at http://www.dnb.com/duns-number.html.

Be advised that firms doing work for the government or bidding on government contracts or proposals will need to get a D-U-N-S Number for each physical location of their business. Firms can get a D-U-N-S Number expedited for free if they are required to register with the federal government for a government funded contract and the firm may have the D-U-N-S number expedited at no cost.

Successful bidders will be required to submit to the Division of Property Management and Construction (DPMC) their DUNS number immediately after the bid due date and prior to contract award.

RICHARD M. FERRARA, ASSISTANT DEPUTY DIRECTOR
CONTRACTS & PROCUREMENT
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
P. O. BOX 034
TRENTON, NJ 08625-0034

NON-MANDATORY PRE-BID CONFERENCE

PROJECT # P1154-00

LOCATION: Multiple Properties,
Lawrence Township,
Cumberland County

DATE: 9/18/17

TIME: 10:00 AM

CONTACT PERSON: William Byster

PHONE: 609-984-4705

MEETING LOCATION: Municipal Building (Court Room)
357 Main Street
Cedarville, NJ 08311

NOTE: IT IS HIGHLY RECOMMENDED CONTRACTORS ATTEND THIS NON-MANDATORY PRE-BID MEETING.

Revised 05/00

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT #: P1154-00

A/E: CDM Smith

DATE: 8/23/17

BULLETIN "A"

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefore.

Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

1. Specification Section 013216, Construction Sequence, has been revised and is included with this Bulletin.
2. Page 02591-1 of Specification Section 020591, Removal of Asbestos Materials – Manage All Structure Waste as ACM, has been revised and is included with this Bulletin.
3. An additional seven properties have been added to the project. Their addresses are as follows: XXX Bay Point Road (Block 255, Lot 8), 538 and 540 Bay Point Road, 9B, 23B, 26B and 42 Paris Road. Additional site property drawings to include with Appendix A are included with this Bulletin.
4. Appendix D, Sample Contractor Warranty, has been revised and is included with this Bulletin.
5. Appendix E, Imported Clean Fill Material and Sand Certification Letter, has been revised and is included with this Bulletin.
6. Appendix I, Certification of Asbestos Removal in Accordance with Specification 020591, has been revised and is included with this Bulletin.
7. Information regarding work restrictions on land or in water based on permits provided previously in Appendices F and G is provided below.
   - In-water work (work physically within the water):
     - Between NTP – 2/28: in-water work can be performed.
   - Work within temporarily dry areas (in general, such areas will be between the mean high water line (MHWL) or high tide line (HTL) and mean low water line (MLWL)).
     - Between NTP – 3/18 and when temporarily dry: work can be performed in USACE regulated areas, the area seaward of the HTL and wetlands.
     - Between NTP – 4/14 and when temporarily dry: work can be performed in non-USACE regulated areas, the area upland of the HTL and non-wetland areas.
   - Land work (includes construction vehicle access and stockpiling):
     - Between NTP – 3/18: land work can be performed in USACE regulated areas, the area seaward of the HTL and wetlands, that are dry.
     - Between NTP – 4/14: land work can be performed in non-USACE regulated areas, the area upland of the HTL and non-wetland areas, that are dry.
8. Six site survey figures noting property lot and block numbers and wetland lines are included with this bulletin.
9. Three site figures showing wetland delineated areas are included with this bulletin.

Attachments:

Revised Specification Section 013216
Revised Specification Section 020591
Additional Appendix A Site Drawings
Revised Appendix D
Revised Appendix E
Revised Appendix I
Site Survey Figures
Wetland Delineation Figures

END OF BULLETIN "A"

SECTION 013216

CONSTRUCTION SEQUENCE

PART 1 – GENERAL

1.1 CONTRACT COMPLETION

A. The work under this Contract shall be completed within 150 calendar days. In conjunction with the permit restrictions as set forth in Bulletin A, all work must be completed by April 13, 2018.

1.2 PROJECT SEQUENCE

A. Submit a project sequence for all the tasks in the scope of work within four (4) calendar days of the Notice to Proceed for review and approval.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 020591

REMOVAL OF ASBESTOS MATERIALS – MANAGE ALL STRUCTURE WASTE AS ACM

PART 1 – GENERAL

1.1 SUMMARY

A. Applicable Buildings:

1. 504, 506, 512, 520, 524, 526, 528, 530, 536, 538, 540 and 544 Bay Point Road; and 8, 22, 32, 42, 48, 60, 68, 70 and 72 Paris Road.

B. The entire structures to be demolished shall be classified as ACM (ID 27A) in accordance with USEPA NESHAP regulations and disposed of as ACWM in accordance with 40 C.F.R. 61.150. 40 C.F.R. 61.150 includes emission controls, packaging, vehicle markings, and manifest and recordkeeping requirements.

1.2 DESCRIPTION OF WORK

A. The Asbestos Abatement Contractor shall supply all labor, materials, services and equipment required to complete the work in accordance with all applicable federal, state, and local regulations and guidelines. Assume all of the aboveground structure waste, including all homes, sheds, decks and garages, but excluding docks, wood walkways and piles, is ACM (ID 27A). No recycling or segregation, except for the non-building material contents within the structure, is permitted. All building materials of the structure shall be classified as ID 27A and must be managed and shipped to a landfill permitted to accept ID 27A.

1.3 DEFINITIONS

A. ACM - Asbestos Containing Materials. All materials and products that contain more than 1 percent asbestos.

B. Amended Water - Water containing a wetting agent or surfactant with a maximum surface tension of 2.9 Pa (29 dynes per square centimeter) when tested according to ASTM D 1331.

C. Area Sampling – Sampling of asbestos fiber concentrations which approximates the concentrations of asbestos in the theoretical breathing zone but is not actually collected in the breathing zone of an employee.

D. Asbestos – The term asbestos includes Chrysotile, amosite, crocidolite, tremolite, asbestos, anthophyllite asbestos, and actinolite asbestos and any of these minerals that have been chemically treated or altered. Materials are considered to contain asbestos if the asbestos content of the material is determined to be at least one percent.

E. Asbestos Control Area – That area where asbestos removal operations are performed which is isolated by physical boundaries, which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris

F. Asbestos Fibers - Those fibers having an aspect ratio of at least 3:1 and longer than 5 micrometers as determined by National Institute for Occupational Safety and Health (NIOSH) Method 7400.

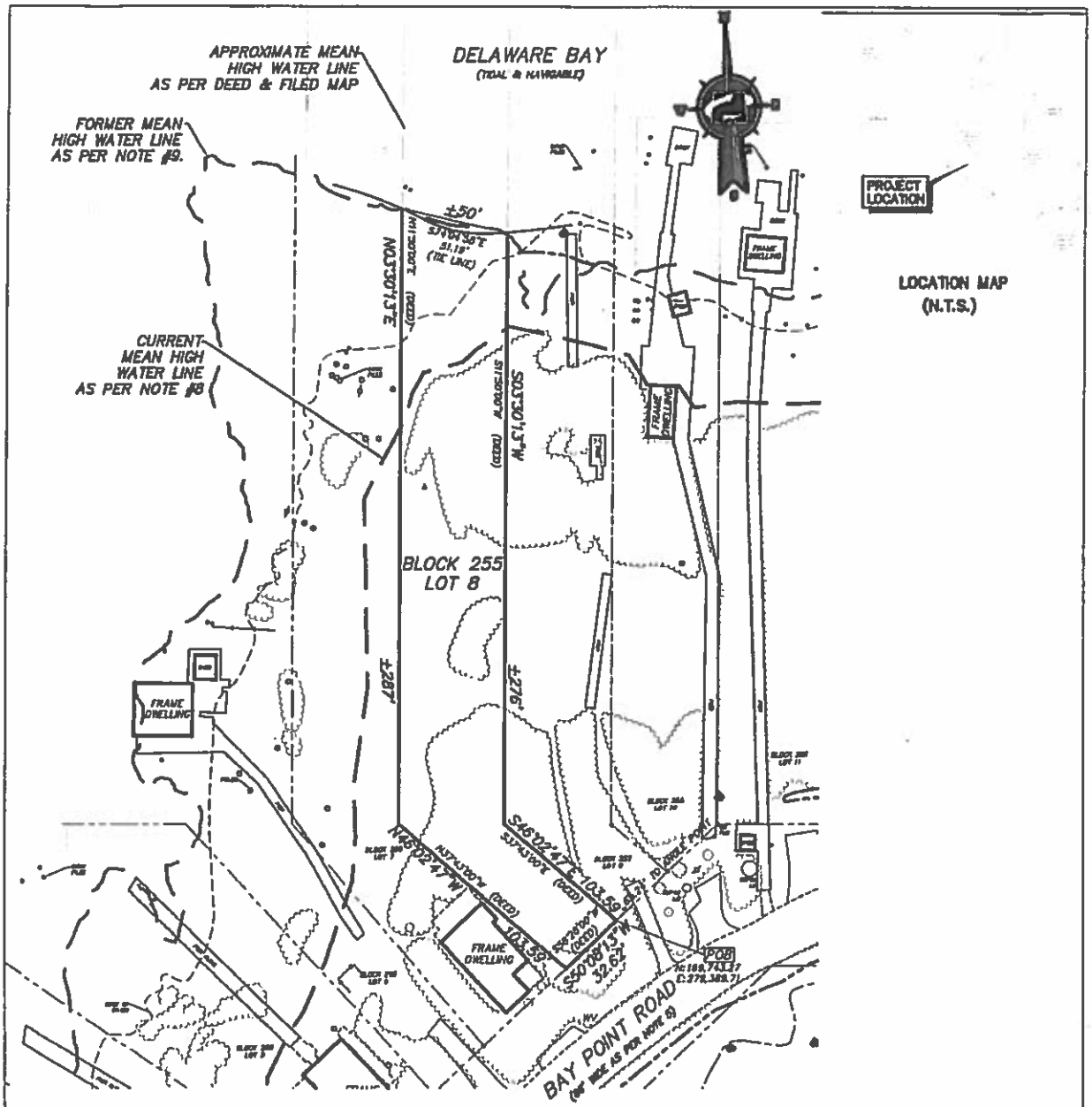
G. Asbestos Permissible Exposure Limit (PEL) - 0.1 fibers per cubic centimeter of air as an 8-hour time weighted average measured in the breathing zone as defined by 29 CFR 1926.1101 or other Federal legislation having legal jurisdiction for the protection of workers health.

APPENDIX A

PHOTO - XXX BAY POINT ROAD, LAWRENCE TOWNSHIP (Block 255, Lot 8)
STREET VIEW

NOTES

1. NO DWELLING STRUCTURE IS LOCATED ON THIS PROPERTY.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES AT THIS PROPERTY.
4. ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
5. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LEGEND OF ACQUISITION

PROJECT INFORMATION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OFFER NUMBER [illegible]
MANAGING AGENCY: [illegible]
PURPORTED OWNER: BAY POINT ROD & GUN CLUB

INTEREST ACQUIRED: [illegible] ACREAGE: 9.387 PERCENT ACQUIRING: 100%

AREA SUMMARY

TOTAL GROSS AREA SURVEYED	16,871.00 S.F.	0.387 ACRES
AREA IN PUBLIC ROADS	0.000 S.F.	
AREA SUBJECT TO RIPARIAN CLAIM OF NEW JERSEY	3,341.99 S.F.	0.077 ACRES
TOTAL AREA UNDER NAVIGABLE FRESH WATERS	0.000 S.F.	
AREA SUBJECT TO TITLE OVERLAPS	0.000 S.F.	
AREA SUBJECT TO TITLE BORDS	0.000 S.F.	
AREA SUBJECT TO PHYSICAL ENCROACHMENTS	0.000 S.F.	

50 0 50 100

SCALE IN FEET
(1"=50')

LEGEND

POB	POINT OF BEGINNING
O	POLE
UP	UTILITY POLE
WV	WATER VALVE
	DOCK PILE
IP	IRON PIPE

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING OF DATA:

	YES	NO	ITEM
A. OWNER			
B. DEED OF RECORD			DB 915 PG 315
C. FIELD SURVEY			
D. FILED MAP			SEE NOTE 5
E. TITLE REPORT			CHICAGO TITLE INSURANCE COMPANY NO.: 3-6844-4, DATE: 06/12/14

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.
3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.
5. DESCRIPTION OF PROPERTY:

   MATTERS SHOWN ON A CERTAIN MAP ENTITLED: "MAP OF LANDS OF THE BAY POINT ROD & CLUB BY GEORGE M. King, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 8, 1947, FILED JUNE 7, 1948, MAP NUMBER 153.
6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.
8. CURRENT MEAN HIGHWATER LINE (ELEVATION 2.4 (NAVD 88)) ESTABLISHED USING GPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-F AND 7101-G. LENGTH OF SERIES: 6 MONTHS, SAMPLE PERIOD: NOVEMBER 1977, APRIL-DECEMBER 1978, TIDAL EPOCH: 1983-1988, CONTROL TIDE STATION: 8087368 LEWES, DE. TIDE GAUGE SURVEYED ON MAY 23, 2016.
9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ARLAS SHEET NO. 168-1630" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.
10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AKS GEOSPATIAL, LLC. JOB NO. 14119-2, ON MARCH 31, 2016.
11. WETLANDS DELINEATED BY CDM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY 20, 2016.

I hereby certify to State of New Jersey, as the owner, Bay Point Rod & Gun Club, and its purchaser, State of New Jersey Department of Environmental Protection, Green Acres Program and on behalf of purchaser to purchaser's title insurer, Chicago Title Insurance Company, that this plan, survey, and a corresponding metes and bounds description have been prepared under my immediate supervision in accordance with a survey completed with NJDEP, that the plan is a correct and accurate representation of conditions existing as of May, 2016 subject to such notes as may appear hereon.
I do further certify that the monuments as designated and shown hereon have been set.

6/24/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL
LAND SURVEYOR LIC. NO. 34841

MASER CONSULTING P.A.
Consulting Civil & Environmental Engineers • Surveyors • Landscape Architects
State of N.J. Certificate of Authorization: 24GA27960000
New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 255, LOT 8
AT
BAY POINT AREA
TWP. OF LAWRENCE, CUMBERLAND COUNTY, NEW JERSEY

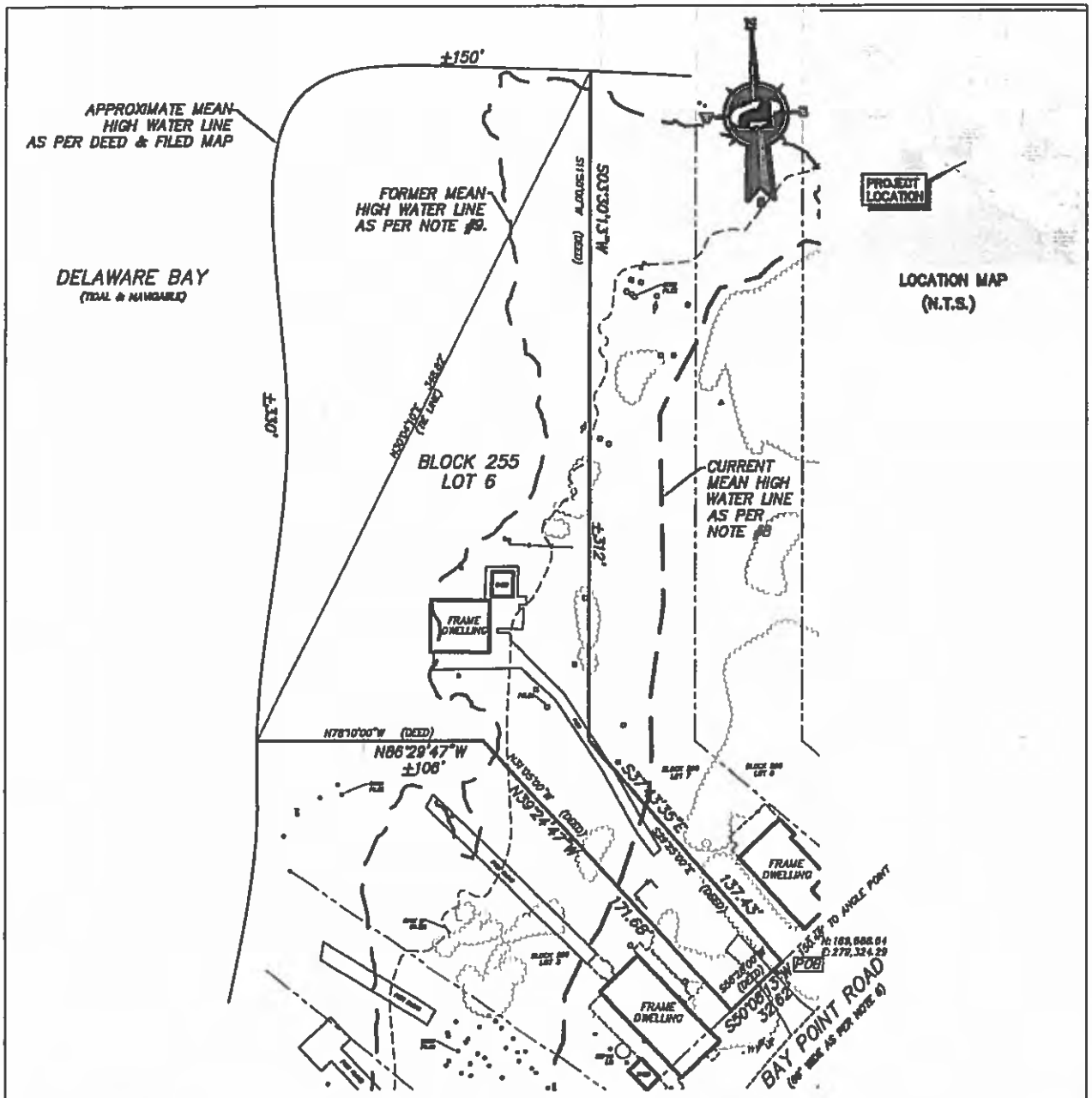
JOB NUMBER: 14009764A	DATE: JUNE 24, 2016
SCALE: 1"=50'	FIELD BOOK:
PLAN BOOK: 1-CDM-1000-0-00	DRAWN BY: APR
SHEET NUMBER: 1 of 1	

CDM . CDM Smith DATE: 8-21-17 DPMC PROJ. NO. P1154-00 DEMOLITION PLAN SHEET NO. 62

PHOTO - 538 BAY POINT ROAD, LAWRENCE TOWNSHIP (Block 255, Lot 6)
STREET VIEW

NOTES

1. BUILDING IS STRUCTURALY UNSAFE AND SHALL NOT BE ENTERED.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFCATION SECTION 020591 (REMOVAL OF ASBESTOS MATERIALS - MANAGE ALL STRUCTURE WASTE AS ACM) FOR ASBESTOS REMOVAL ACTIVITIES AT THIS PROPERTY.
4. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES OF NON-ACM MATERIALS (DOCKS, WOOD WALKWAYS AND PILES) AT THIS PROPERTY.
5. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020701 (DEMOLITION - MANAGE ALL STRUCTURE WASTE AS ACM) FOR DEMOLITION ACTIVITIES OF ACM MATERIALS (DWELLINGS AND ATTACHED DECKING, SHEDS OR ANCILLARY STRUCTURES) AT THIS PROPERTY.
6. HOUSE AND ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
7. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND AND DISPOSED. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LEGEND OF ACQUISITION

PROJECT INFORMATION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OFFER NUMBER: 0000-0000
MANAGING AGENCY: DEP, ARS, NJ.DEP.
PURPORTED OWNER: STAN STEWARD

INTEREST ACQUIRED: FT/TEX ACREAGE: 1.170 PERCENT ACQUIRED: 100%

AREA SUMMARY

TOTAL GROSS AREA SURVEYED	50,970.00 S.F.	1.170 ACRES
AREA IN PUBLIC ROADS	0.000 S.F.	
AREA SUBJECT TO SPARAN CLAIM OF NEW JERSEY:	46,004.40 S.F.	1.193 ACRES
TOTAL AREA UNDER NAVIGABLE FRESH WATERS	0.000 S.F.	
AREA SUBJECT TO TITLE OVERLAPS	0.000 S.F.	
AREA SUBJECT TO TITLE GORES	0.000 S.F.	
AREA SUBJECT TO PHYSICAL ENCROACHMENTS	16.00 S.F.	0.000 ACRES

50 0 50 100

SCALE IN FEET
(1"=50')

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING OF DATA:

	YES	NO	
A. OWNER	X		STAN STEWARD
B. DEED OF RECORD	X		DB 2943 PG 193
C. FIELD SURVEY	X		
D. FILED MAP	X		
E. TITLE REPORT	X		SEE NOTE 5 STEWART TITLE GUARANTY COMPANY NO.: 01200-LST-00-00, DATED: 06/17/00

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NOTHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.
3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.
5. DESCRIPTION OF PROPERTY:

   MATTERS SHOWN ON A CERTAIN MAP ENTITLED: "MAP OF LANDS OF THE BAY POINT RCD & C.LUB BY GEORGE M. KING, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 6, 1941, FILED JUNE 7, 1946, MAP NUMBER 153.
6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.
8. CURRENT MEAN HIGHWATER LINE (ELEVATION 3.4 (NAVD 88)) ESTABLISHED USING GPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-F AND 7101-G, LENGTH OF SERIES 9 MONTHS, TIME PERIOD NOVEMBER 1977, APRIL-DECEMBER 1978, TIDAL EPOCH: 1983-1978, CONTROL TIDE STATION 8557380 LEWES, DE. TIDE GAUGE SURVEYED ON MAY 23, 2016.
9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ATLAS SHEET NO. 166-1630" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.
10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY ABS GEOMATICS, LLC, JOB NO. 141701-2, ON MARCH 24, 2016.
11. WETLANDS DELINEATED BY CDM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY 20, 2016.

LEGEND

POB	POINT OF BEGINNING
O	POLE
-O- UP	UTILITY POLE
WV	WATER VALVE
●	DOCK PILE
IP	IRON PIPE

I hereby certify to State of New Jersey, its its/it, Stan Stefanski, and its successor, State of New Jersey Department of Environmental Protection, Green Acres Program's on behalf of purchaser, to purchaser's title insurer, Stewart Title Guaranty Company, that the plan, survey, and a corresponding metes and bounds description if not been prepared under my immediate supervision in accordance with a written contract with NJDEP, that the plan is a correct and accurate representation of conditions existing as of May, 2016 as shown hereon and that the improvements as designed and shown hereon have been set.

6/24/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL

CDM Smith
110 Fieldcrest Ave., S8
Edison, NJ 08837

MASER CONSULTING P.A.
Consulting Architect & Environmental Engineers
Planners • Surveyors • Landscape Architects
State of N.J. Certificate of Authorization: 24GA27960600
New Jersey New York Pennsylvania Virginia

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 255, LOT 6
AT
BAY POINT AREA

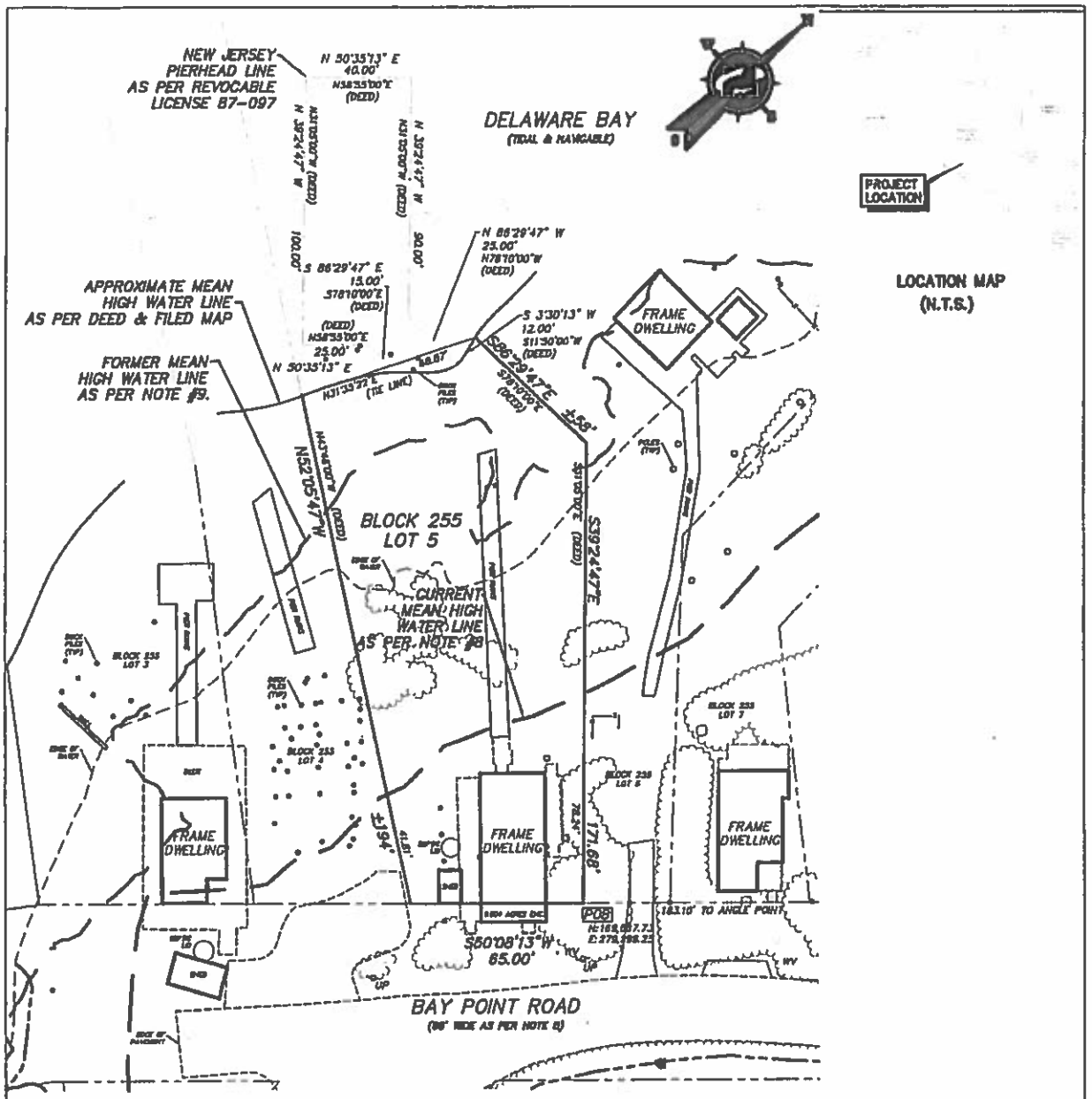
JOB NUMBER 14000764A	DATE JUNE 24, 2016
SCALE 1"=50'	CHECK NUMBER
DRAWN BY	CHECKED BY APR
SHEET NUMBER 1 of 1	

DATE: 8-21-17 DPMC PROJ. NO. P1154-00 DEMOLITION PLAN SHEET NO. 64

PHOTO - 540 BAY POINT ROAD, LAWRENCE TOWNSHIP (Block 255, Lot 5)
STREET VIEW

NOTES

1. BUILDING IS STRUCTURALY UNSAFE AND SHALL NOT BE ENTERED.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFCATION SECTION 020591 (REMOVAL OF ASBESTOS MATERIALS - MANAGE ALL STRUCTURE WASTE AS ACM) FOR ASBESTOS REMOVAL ACTIVITIES AT THIS PROPERTY.
4. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES OF NON-ACM MATERIALS (DOCKS, WOOD WALKWAYS AND PILES) AT THIS PROPERTY.
5. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020701 (DEMOLITION - MANAGE ALL STRUCTURE WASTE AS ACM) FOR DEMOLITION ACTIVITIES OF ACM MATERIALS (DWELLINGS AND ATTACHED DECKING, SHEDS OR ANCILLARY STRUCTURES) AT THIS PROPERTY.
6. HOUSE AND ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
7. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND AND DISPOSED. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LEGEND OF ACQUISITION

PROJECT INFORMATION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OPTION NUMBER: 0808-0126
MANAGING AGENCY: FISH AND WILDLIFE
PURPORTED OWNER: JOHN & OLGA MANDERBACH

INTEREST ACQUIRED: FT/FEE ACREAGE: 0.394 PERCENT ACQUIRED: 100%

AREA SUMMARY

TOTAL GROSS AREA SURVEYED	17,160.00 S.F.	0.394 ACRES
AREA IN PUBLIC ROADS	0.00 S.F.	
AREA SUBJECT TO REPARIAN CLAIM OF NEW JERSEY:	12,700.78 S.F.	0.292 ACRES
TOTAL AREA UNDER NAVIGABLE FRESH WATERS:	0.00 S.F.	
AREA SUBJECT TO RIGHT OVERLAP'S:	0.00 S.F.	
AREA SUBJECT TO RIGHT OFFER:	0.00 S.F.	
AREA SUBJECT TO PHYSICAL ENCROACHMENTS:	169.06 S.F.	0.004 ACRES

40 0 40 80

SCALE IN FEET (1"=40')

LEGEND

- POB — POINT OF BEGINNING
- POLE
- UTILITY POLE
- WV — WATER VALVE
- DOCK PILE
- IP — IRON PIPE

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING DATA.

	YES	NO	DETAIL
A. OWNER			JOHN & OLGA MANDERBACH
B. DEED OF RECORD	X		DB 2331 PG 172
C. FIELD SURVEY	X		
D. FILED MAP	X		SEE NOTE 5
E. TITLE REPORT	X		CHICAGO TITLE INSURANCE COMPANY NO.: 9-48443, DATED: AUGUST 20, 2014

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREIN FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.
3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.
5. DESCRIPTION OF PROPERTY:

   MATTERS SHOWN ON A CERTAIN MAP ENTITLED: "MAP OF LANDS OF THE BAY POINT ROD & CLUB BY GEORGE M. KING, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 6, 1947, FILED JUNE 7, 1948, MAP NUMBER 132.
6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED OFFICIAL DOCUMENT AND MAY HAVE BEEN ALTERED.
7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.
8. CURRENT MEAN HIGHWATER LINE (ELEVATION 2.4 (NAVD 88)) ESTABLISHED USING OPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-F AND 7101-G. LENGTH OF SERIES 9 MONTHS. TIDE PERIOD NOVEMBER 1977, APRIL-DECEMBER 1978. TIDAL EPOCH: 1960-1978. CONTROL TIDE STATION: 8557380 LEWES, DE. TIDE GAUGE SURVEYED ON MAY 23, 2016.
9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ATLAS SHEET NO. 168-1630" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.
10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A. MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AVS GEOSPATIAL, LLC. JOB NO. 14179-2, ON MARCH 24, 2016.
11. WETLANDS DELINEATED BY CDM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY, 30 2016.

I hereby certify to State of New Jersey, as the owner, John & Olga Manderbach, and to purchaser, State of New Jersey Department of Environmental Protection, Green Acres Program and on behalf of purchaser, to purchaser's title insurer, Chicago Title Insurance Company, that this plan, survey, and a corresponding metes and bounds description have been prepared under my individual supervision in accordance with a certain contract with NJDEP, that this plan is a correct and accurate representation of said survey ending on of May, 2016 subject to such notes as may appear hereon.

I do further certify that the monuments as designated and shown hereon have been set.

6/24/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL LAND SURVEYOR LIC. NO. 34541

MASER CONSULTING P.A.
Consulting Civil & Environmental Engineers
Planners • Surveyors • Landscape Architects
State of N.J. Certificate of Authorization: 24GA27960000
New Jersey New York Pennsylvania Virginia
Licensed Liquid Through Clean Construction

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 255, LOT 5
AT
BAY POINT AREA
TWP. OF LAWRENCE, CUMBERLAND COUNTY, NEW JERSEY

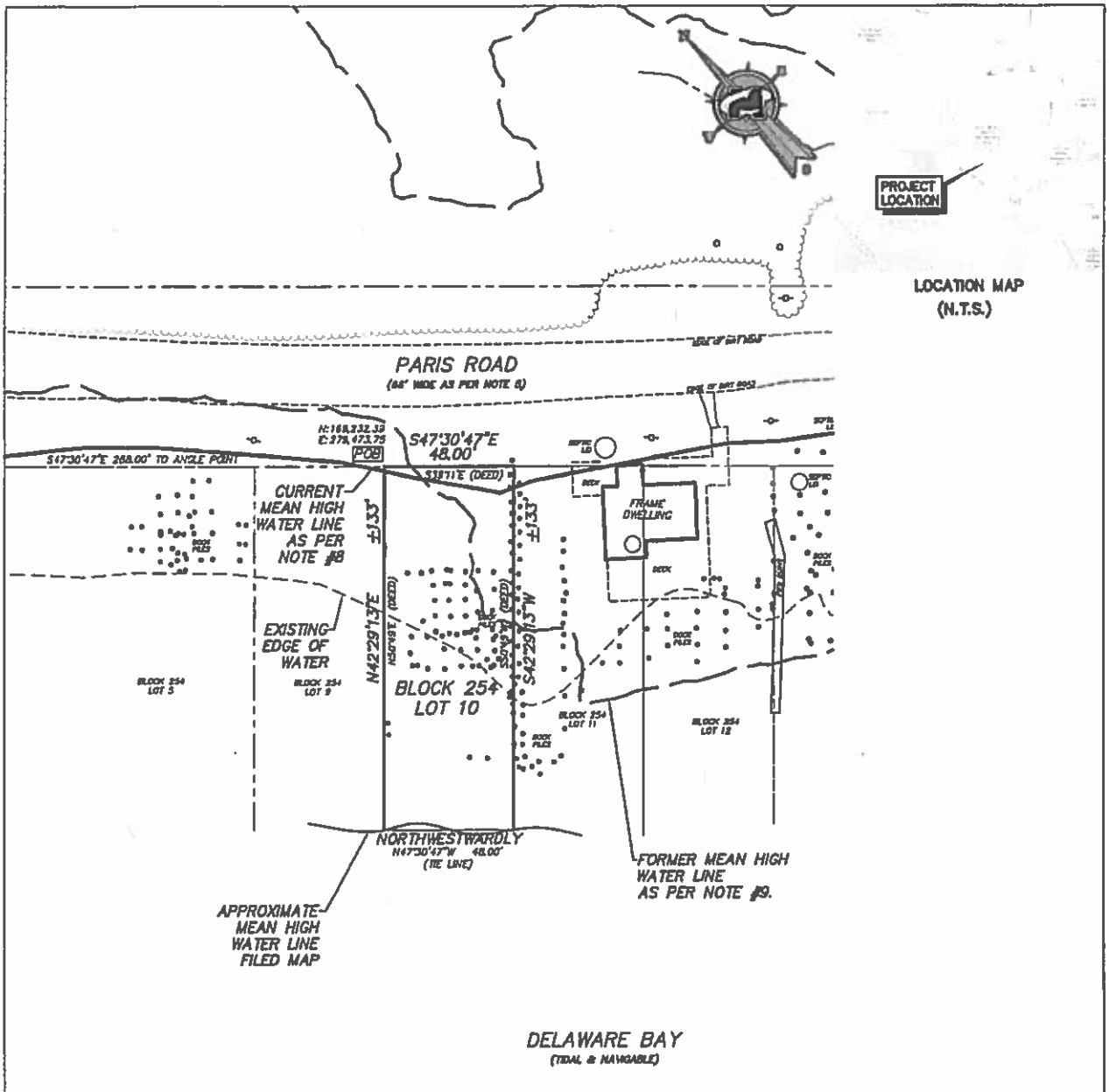
JOB NUMBER 14000784A	DATE JUNE 24, 2016
SCALE 1"=40'	DRAWN BY
PROJECT NUMBER 0-SPP-1808-0-08	DRAWN BY APR
SHEET NUMBER 1 of 1	

PHOTO - 9B PARIS ROAD, LAWRENCE TOWNSHIP (Block 254, Lot 10)

STREET VIEW

NOTES

1. NO DWELLING STRUCTURE IS LOCATED ON THIS PROPERTY.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES AT THIS PROPERTY.
4. ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
5. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LEGEND OF ACQUISITION

PROJECT INFORMATION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OFFER NUMBER: DGA-0433
MANAGING AGENCY: FISH AND WILDLIFE
PURPORTED OWNER: BARBARA BORIC

INTEREST ACQUIRE: FEE/FEE ACREAGE: 0.147 PERCENT ACQUIRING: 100%

AREA TABULATION

TOTAL GROSS AREA SURVEYED	6,364.00 S.F.	0.147 ACRES
AREA IN PUBLIC ROADS	0.000 S.F.	
AREA SUBJECT TO RIPARIAN CLAIM OF NEW JERSEY	6,390.44 S.F.	0.146 ACRES
TOTAL AREA UNDER NAVIGABLE FRESH WATERS	0.000 S.F.	
AREA SUBJECT TO TITLE OVERLAPS	0.000 S.F.	
AREA SUBJECT TO TITLE GAPS	0.000 S.F.	
AREA SUBJECT TO PHYSICAL ENCROACHMENTS	0.000 S.F.	

40 0 40 80

SCALE IN FEET
(1"=40')

LEGEND

POB	POINT OF BEGINNING
O	POLE
UP	UTILITY POLE
WV	WATER VALVE
●	DOCK PILE
IP	IRON PIPE

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING OF DATA:

	YES	NO	DATE
A. OWNER			
B. DEED OF RECORD	✓		DB 1470 PG 131
C. FIELD SURVEY	✓		
D. FILED MAP	✓		
E. TITLE REPORT	✓		SEE NOTE 5 FIDELITY NATIONAL TITLE INSURANCE COMPANY NCS-1042706. DATE: 07/31/14

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.
3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.
4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.
5. DESCRIPTION OF PROPERTY:

   MATTERS SHOWN ON A CERTAIN MAP ENTITLED "MAP OF LANDS OF THE BAY POINT ROD & GUN BY GEORGE M. KING, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 8, 1947, FILED JUNE 7, 1948, MAP NUMBER 156.
6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.
7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.
8. CURRENT MEAN HIGH WATER LINE (ELEVATION 2.4 (NAVD 88)) ESTABLISHED USING GPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-F AND 7101-G, LENGTH OF SERIES: 8 MONTHS, TIME PERIOD: NOVEMBER 1977, APRIL-DECEMBER 1978, TIDAL EPOCH 1960-1978, CONTROL TIDE STATION: 8537360 LEWES, DE. TIDE GAUGE SURVEYED ON MAY 23, 2016.
9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ARLAS SHEET NO. 165-16.05" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.
10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AXIS GEOSPATIAL, LLC, JOB NO. 14179-2, ON MARCH 24, 2016.
11. WETLANDS DELINEATED BY CDM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY, 20 2016.

CDM Smith
110 Fieldcrest Ave., #8
Edison, NJ 08837

7/14/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL
LAND SURVEYOR LIC. NO. 24641

MASER CONSULTING P.A.
Consulting Multi-Disciplinary Engineers
Planners • Surveyors • Landscape Architects
State of N.J. Certificate of Authorization No. 24GA28000300
New Jersey New York Pennsylvania Virginia
Customer Service Focused Client Satisfaction

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 254, LOT 10
AT
BAY POINT AREA
TWP. OF LAWRENCE, CUMBERLAND COUNTY, NEW JERSEY

JOB NUMBER: 14000784A	DATE: JULY 14, 2016
SCALE: 1"=40'	LAST REVISION
DRAWN BY:	CHECKED BY: APR
SHEET NUMBER: 1 of 1	

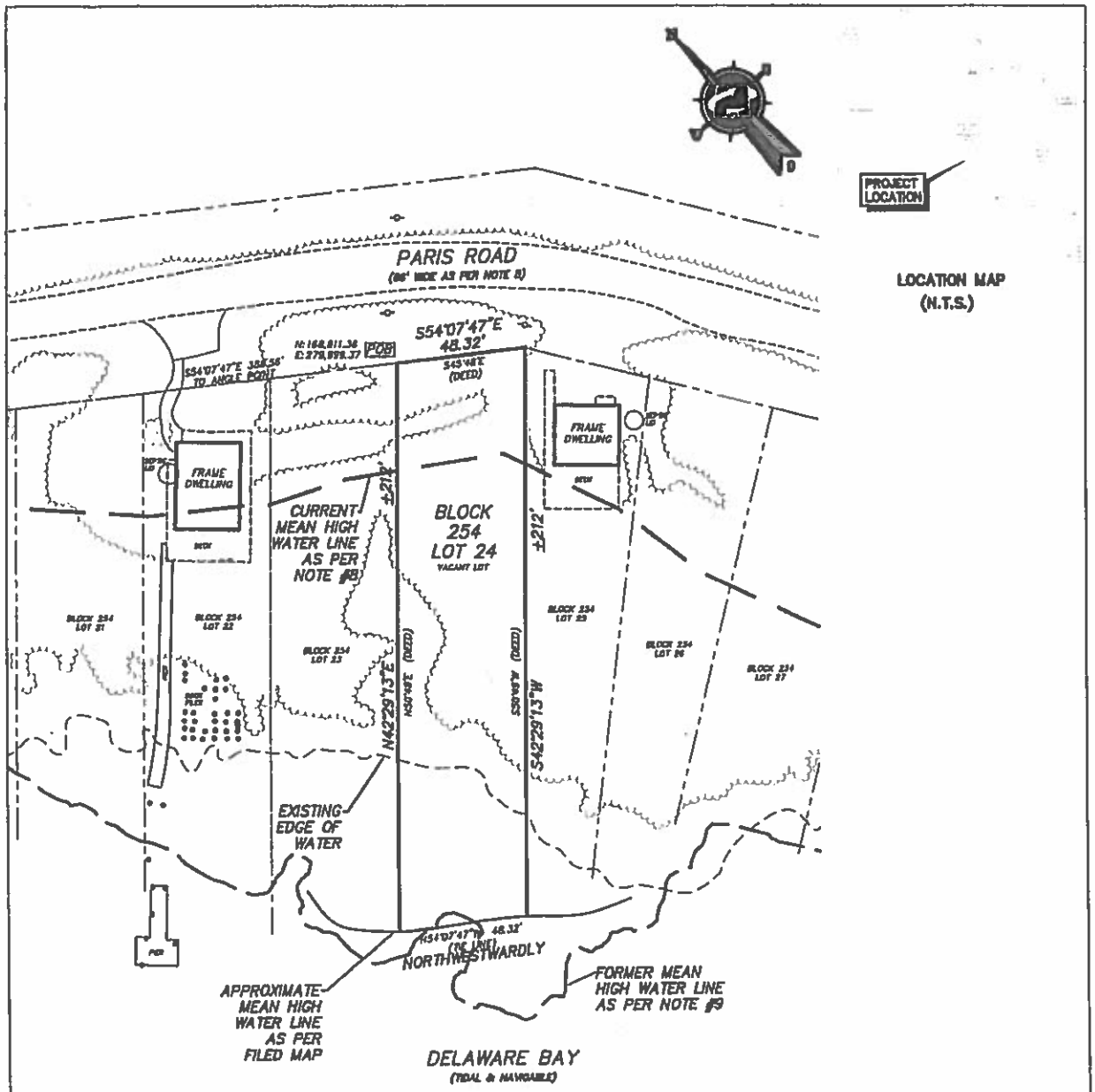
DATE: 8-21-17 DPMC PROJ. NO. P1154-00 DEMOLITION PLAN SHEET NO. 68

PHOTO - 23B PARIS ROAD, LAWRENCE TOWNSHIP (Block 254, Lot 24)

STREET VIEW

NOTES

1. NO DWELLING STRUCTURE IS LOCATED ON THIS PROPERTY.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES AT THIS PROPERTY.
4. ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
5. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LEGEND OF ACQUISITION

PROJECT INFORMATION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OPRA NUMBER:[illegible]
MUNICIPALITY: [illegible]
PURPORTED OWNER: BAY POINT ROD & GUN CLUB

INTEREST ACQUIRED: FEE/FEE ACREAGE: 0.234 PERCENT ACQUIRING: 100%

AREA SUMMARY	TOTAL
TOTAL GROSS AREA SURVEYED	10,175.61 S.F. (0.234 AC)
AREA IN PUBLIC ROADS	0.000 S.F.
AREA SUBJECT TO RIPARIAN CLAIM OF NEW JERSEY:	8,276.57 S.F. (0.190 AC)
TOTAL AREA UNDER NAVIGABLE FROM WATERS	0.000 S.F.
AREA SUBJECT TO TITLE OVERLAPS	0.000 S.F.
AREA SUBJECT TO TITLE GORES	0.000 S.F.
AREA SUBJECT TO PHYSICAL ENCROACHMENTS	0.000 S.F.

40 0 40 80

SCALE IN FEET
(1"=40')

LEGEND

POB	POINT OF BEGINNING
○	POLE
-O- UP	UTILITY POLE
● WV	WATER VALVE
●	DOCK PILE
● IP	IRON PIPE

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING OF DATA:

	YES	NO	ITEM
A. DEEDS	✓		
B. DEEDS OF RECORD	✓		DB 1327 PG 1044
C. FIELD SURVEY	✓		
D. FILED MAP	✓		SEE NOTE 5
E. TITLE REPORT	✓		CHICAGO TITLE INSURANCE COMPANY NO.: X-48444 , DATE: 06/13/14

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE. AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.

4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.

5. DESCRIPTION OF PROPERTY:

MATTERS SHOWN ON A CERTAIN MAP ENTITLED, "MAP OF LANDS OF THE BAY POINT ROD & CLUB BY GEORGE M. King, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 8, 1947, FILED JUNE 7, 1949, MAP NUMBER 198.

6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988

8. CURRENT MEAN HIGHWATER LINE (DELAWARE 3.6 (NAVD 88)) ESTABLISHED USING GPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-F AND 7101-G, LENGTH OF SERIES: 6 MONTHS, TIME PERIOD: NOVEMBER 1977, APRIL-DECEMBER 1978, TIDAL EPOCH 1960-1978, CONTROL TIDE STATION: 8537380 LEWES, DE. TIDE GAGE SURVEYED ON MAY 23, 2016.

9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ATLAS SHEET NO. 140-1835" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.

10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AIRS GEOSPATIAL, LLC, JOB NO. 16170-2, ON MARCH 24, 2016.

11. WETLANDS DELINEATED BY CEM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY. 20 2016.

I hereby certify to State of New Jersey, to the seller, Bay Point Rod & Gun Club, and to purchaser, State of New Jersey Department of Environmental Protection, Green Acres Program 1.1 on behalf of purchaser, to purchaser's title insurer, Chicago Title Insurance Company, that this plan, survey, and a corresponding metes and bounds description have been prepared under my immediate supervision in accordance with a written contract with NJDEP, that the plat is a correct and complete representation of conditions existing as of May, 2016 subject to such notes as only appear hereon.
I do further certify that the monuments as designated and shown hereon have been set.

7/25/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL
LAND SURVEYOR LIC. NO. 34841

MASER CONSULTING P.A.
Consulting Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects
State of NJ Certificate of Authorization: 24GA28000300
New Jersey New York Pennsylvania Virginia
Customer Loyalty Strategy Client Satisfaction

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 254, LOT 24
AT
BAY POINT AREA
TWP. OF LAWRENCE, CUMBERLAND COUNTY, NEW JERSEY

JOB NUMBER 14000784A	DATE JULY 25, 2016
SCALE 1"=40'	DRAWN BY [illegible]
FILE NAME [illegible]	CHECKED BY APR
SHEET NUMBER 1 of 1	

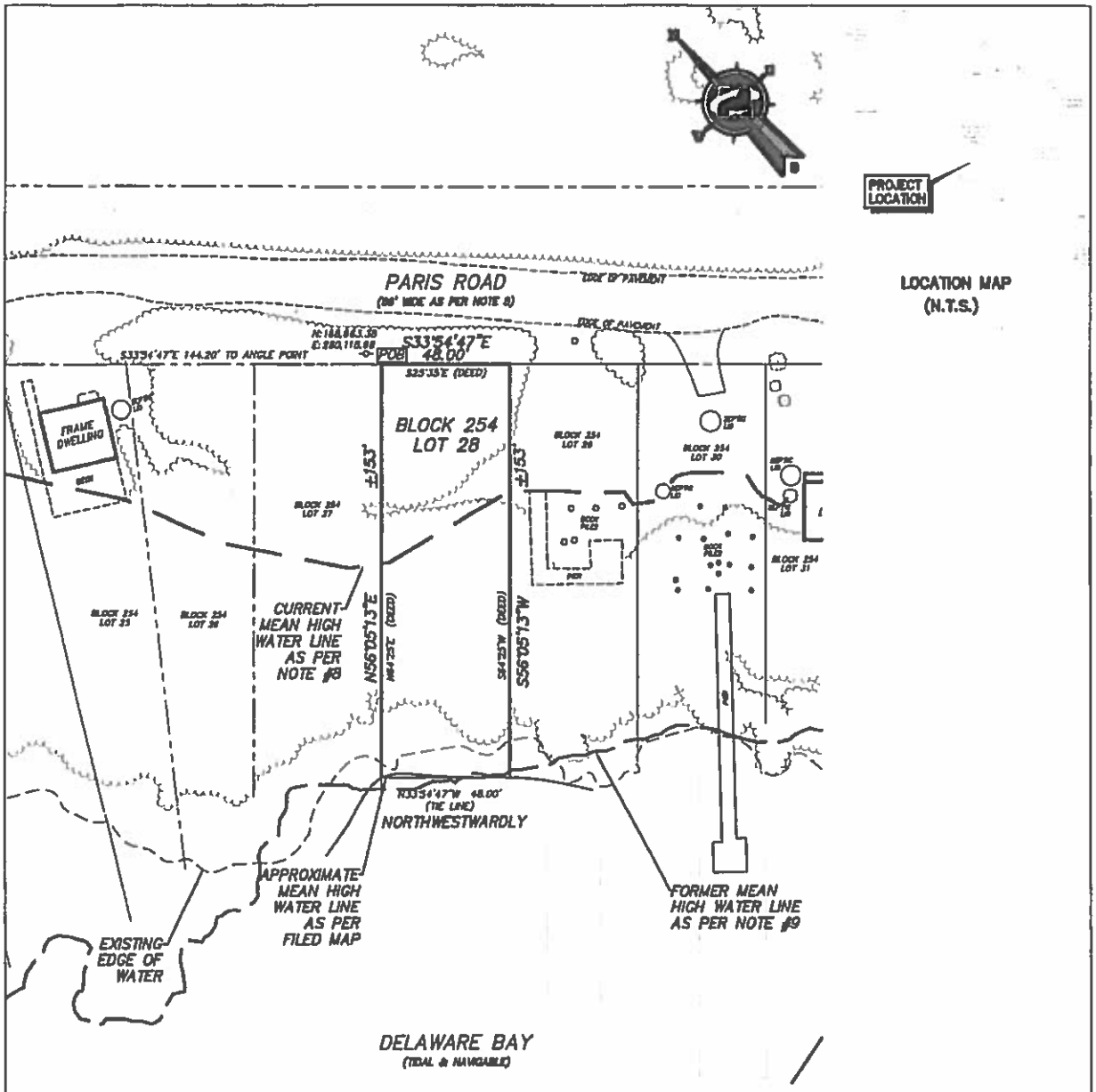
DATE: 8-21-17 DPMC PROJ NO. P1154-00 DEMOLITION PLAN SHEET NO. 70

PHOTO - 26B PARIS ROAD, LAWRENCE TOWNSHIP (Block 254, Lot 28)

STREET VIEW

NOTES

1. NO DWELLING STRUCTURE IS LOCATED ON THIS PROPERTY.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES AT THIS PROPERTY.
4. ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
5. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LOCATION MAP
(N.T.S.)

LEGEND OF ACQUISITION

PROJECT DESCRIPTION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OFFER NUMBER [illegible]
MANAGING AGENCY: DEP, FAS, WILDLIFE
PURPORTED OWNER: BAY POINT ROD & GUN CLUB

INTEREST ACQUIRED: FEE/FEE ACREAGE: 0.199 PERCENT ACQUIRED: 100%

AREA SUMMARY	TOTAL
TOTAL GROSS AREA SURVEYED	7,341.00 S.F. (0.199 AC.)
AREA OF PUBLIC GRANT	0.000 S.F.
AREA SUBJECT TO PUBLIC TRUST CLAIM OF NEW JERSEY:	6,418.77 S.F. (0.147 AC.)
TOTAL AREA UNDER NAVIGABLE FRESH WATERS:	0.000 S.F.
AREA SUBJECT TO TITLE OVERLAPS:	0.000 S.F.
AREA SUBJECT TO TITLE GAPS:	0.000 S.F.
AREA SUBJECT TO PHYSICAL ENCROACHMENTS:	0.000 S.F.

40 0 40 80

SCALE IN FEET
(1"=40')

LEGEND

POB	POINT OF BEGINNING
O	POLE
UP	UTILITY POLE
WV	WATER VALVE
	DOCK PILE
IP	IRON PIPE

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING OF DATA:

	YES	NO	ITEM
A. OWNER			
B. DEED OF RECORD	X		DB 1248 PG 276
C. FIELD SURVEY	X		
D. FILED MAP	X		SEE NOTE 8
E. TITLE REPORT	X		CHICAGO TITLE INSURANCE COMPANY NO.: 5-48444, DATE: 08/13/14

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND BY ACCORDANCE WITH THE COMMONLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.

4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.

5. DESCRIPTION OF PROPERTY:

MATTERS SHOWN ON A CERTAIN MAP ENTITLED: "MAP OF LANDS OF THE BAY POINT ROD & CLUB BY GEORGE H. KING, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 8, 1947, FILED JUNE 7, 1948, MAP NUMBER 133.

6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.

8. CURRENT MEAN HIGHWATER LINE (ELEVATION 2.6 (NAVD 88)) ESTABLISHED USING GPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-F AND 7101-G, LENGTH OF SERIES 8 HOURS. TIME PERIOD NOVEMBER 1977, APRIL-DECEMBER 1978. TIDAL EPOCHS 1960-1978, CONTROL TIDE STATION 8537380 LEWES, DE. THE SAME SURVEYED ON MAY 23, 2016.

9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ATLAS SHEET NO. 100-1836" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AMS GEOSPATIAL, LLC, JOB NO. 16176-2, ON MARCH 24, 2016.

11. WETLANDS DELINEATED BY CDM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY, 30 2016.

I hereby certify to State of New Jersey, to the owner, Bay Point Rod & Gun Club, and to purchaser, State of New Jersey Department of Environmental Protection, Green Acres Program and on behalf of purchaser, to Southwest Title Insurance, Chicago Title Insurance Company, that this plan, survey, and a corresponding metes and bounds description have been prepared under my immediate supervision in accordance with a union contract with NJCEP, that the work is a correct and faithful representation of conditions existing as of May, 2016 as shown on such maps or plan appear hereon.
I do further certify that the monuments as designated and shown hereon have been set.

7/25/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL
LAND SURVEYOR LIC. NO. 34841

MASER CONSULTING P.A.
Consulting Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects
New Jersey New York Pennsylvania Virginia
California Limited Liability Company Client Association

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 254, LOT 28
AT
BAY POINT AREA
TWP. OF LAWRENCE, CUMBERLAND COUNTY, NEW JERSEY

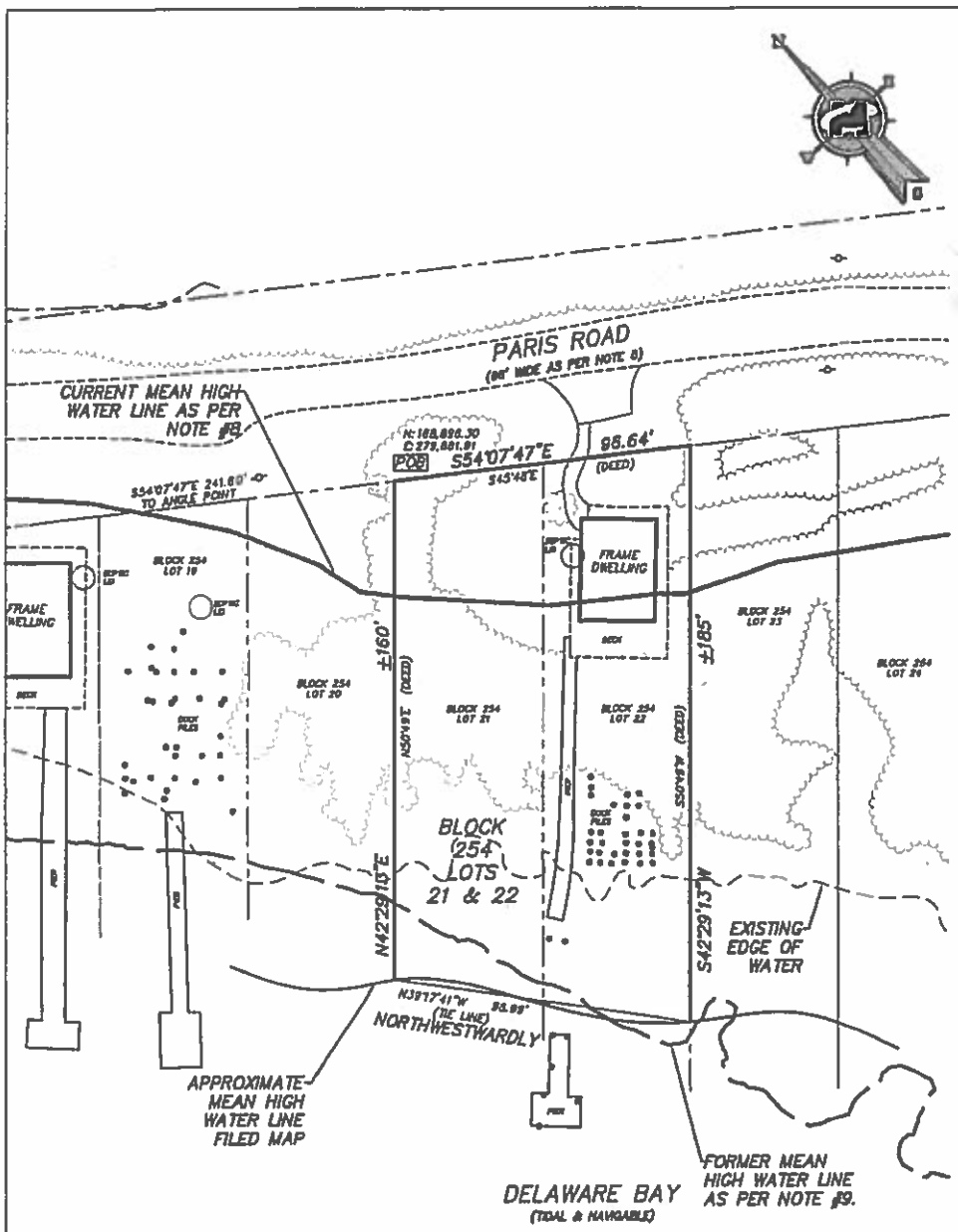
JOB NUMBER 14000784A	DATE JULY 25, 2016
SCALE 1"=40'	SHEET REVISION
FILE NUMBER [illegible]	DRAWN BY APR
SHEET NUMBER 1 of 1	

PHOTO - 42 PARIS ROAD, LAWRENCE TOWNSHIP (Block 254, Lots 21 and 22)

STREET VIEW

NOTES

1. BUILDING IS STRUCTURALY UNSAFE AND SHALL NOT BE ENTERED.
2. ASBESTOS SAMPLING SURVEY WAS NOT PERFORMED AT THIS PROPERTY.
3. CONTRACTOR TO FOLLOW SPECIFCATION SECTION 020591 (REMOVAL OF ASBESTOS MATERIALS - MANAGE ALL STRUCTURE WASTE AS ACM) FOR ASBESTOS REMOVAL ACTIVITIES AT THIS PROPERTY.
4. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020700 (DEMOLITION) FOR DEMOLITION ACTIVITIES OF NON-ACM MATERIALS (DOCKS, WOOD WALKWAYS AND PILES) AT THIS PROPERTY.
5. CONTRACTOR TO FOLLOW SPECIFICATION SECTION 020701 (DEMOLITION - MANAGE ALL STRUCTURE WASTE AS ACM) FOR DEMOLITION ACTIVITIES OF ACM MATERIALS (DWELLINGS AND ATTACHED DECKING, SHEDS OR ANCILLARY STRUCTURES) AT THIS PROPERTY.
6. HOUSE AND ALL ANCELLARY STRUCTURES, SUCH AS DECKS, SHEDS, WALKWAYS OR DOCKS, TO BE REMOVED AND DISPOSED.
7. ALL PILES, WHETHER SUPPORTING A STRUCTURE OR FREESTANDING, ARE TO BE COMPLETELY REMOVED FROM THE GROUND AND DISPOSED. IF A PILE BREAKS DURING REMOVAL, THE REMAINING SECTION OF PILE IS TO BE CUT ONE FOOT BELOW THE RIVER BOTTOM WHEN IN WATER OR AT THE GROUND SURFACE WHEN ON LAND.



LOCATION MAP
(N.T.S.)

LEGEND OF ACQUISITION

PROJECT INFORMATION
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROJECT NAME: DELAWARE RIVER ACQUISITIONS
OFFER NUMBER: [illegible]
MANAGING AGENCY: FISH AND WILDLIFE
PURPORTED OWNER: JOSEPH GOLIA

INTEREST ACQUIRE: FT/FEE ACREAGE: 0.380 PERCENT ACQUIRING: 100%

AREA SUMMARY	TOTAL	LOT 21	LOT 22
TOTAL GROSS AREA SURVEYED	16,556.34 S.F. (0.380 AC.)	7,579.60 S.F. (0.183 AC.)	8,976.67 S.F. (0.197 AC.)
AREA IN PUBLIC ROADS	0.000 S.F.	0.000 S.F.	0.000 S.F.
AREA SUBJECT TO RIPARIAN CLAIM OF NEW JERSEY:	12,345.79 S.F. (0.284 AC.)	5,683.79 S.F. (0.130 AC.)	6,662.04 S.F. (0.153 AC.)
TOTAL AREA UNDER NAVIGABLE FRESH WATERS	0.000 S.F.	0.000 S.F.	0.000 S.F.
AREA SUBJECT TO TITLE OVERLAPS	0.000 S.F.	0.000 S.F.	0.000 S.F.
AREA SUBJECT TO TITLE GAPS	0.000 S.F.	0.000 S.F.	0.000 S.F.
AREA SUBJECT TO PHYSICAL ENCROACHMENTS	0.000 S.F.	0.000 S.F.	0.000 S.F.

40 0 40 80

SCALE IN FEET
(1"=40')

LEGEND

- POB — POINT OF BEGINNING
- O — POLE
- -O- UP — UTILITY POLE
- WV — WATER VALVE
- DP — DOCK PILE
- IP — IRON PIPE

INFORMATION OF FACT

1. THIS PLAN IS MADE UPON THE FOLLOWING OF DATA:

	REC.	MEA.	TITLE
A. OWNER			
B. DEED OF RECORD			LOT 21: DB 2282 PG 240. LOT 22: DB 2174 PG 48.
C. FIELD SURVEY			
D. FILED MAP			SEE NOTE 8
E. TITLE REPORT			TWO RIVERS TITLE COMPANY NO: 1817064, DATE: 07/03/14

2. THIS PLAN IS MADE FOR AND CERTIFIED TO THE PARTIES NAMED HEREON FOR THE PURPOSE(S) STATED. NO OTHER PURPOSE IS INTENDED NOR IMPLIED. THE UNDERSIGNED PROFESSIONALS ARE NEITHER RESPONSIBLE NOR LIABLE FOR THE USE OF THIS PLAN BEYOND ITS INTENDED PURPOSE.

3. THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL'S KNOWLEDGE, INFORMATION, AND BELIEF, AND IN ACCORDANCE WITH THE GENERALLY ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EITHER EXPRESSED OR IMPLIED.

4. THE UNDERSIGNED PROFESSIONAL IS NOT RESPONSIBLE FOR THE PRESENCE OF UNDERGROUND UTILITIES OR STRUCTURES IF SAME ARE NOT VISIBLE OR OTHERWISE DISCLOSED BY ANY OF THE ABOVE DATA.

5. DESCRIPTION OF PROPERTY:

MATTERS SHOWN ON A CERTAIN MAP ENTITLED: "MAP OF LANDS OF THE BAY POINT ROD & GUN CLUB BY GEORGE M. KING, MUNICIPAL ENGINEER AND LAND SURVEYOR", DATED OCTOBER 8, 1917, FILED JUNE 7, 1949, MAP MARKER 158.

6. CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE UNDERSIGNED PROFESSIONALS, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

7. HORIZONTAL DATUM IS NEW JERSEY STATE COORDINATE SYSTEM 1983. VERTICAL DATUM IS NAVD 1988.

8. CURRENT MEAN HIGHWATER LINE (ELEVATION 2.4 (NAVD 88)) ESTABLISHED USING GPS OBSERVATIONS ON TIDAL BENCH MARKS 7101-P AND 7101-G. LENGTH OF SERIES: 6 MONTHS. TIME PERIOD: NOVEMBER 1977, APRIL–DECEMBER 1978. TIDAL EPOCH 1960–1978. CONTROL TIDE STATION: 8537280 LEWES, DE. TIDE GAUGE SURVEYED ON MAY 23, 2016.

9. FORMER MEAN HIGH WATER LINE REFERENCED FROM "MAP SHOWING CONVEYANCES ON DELAWARE BAY – CEDAR CREEK – ATLAS SHEET NO. 158–1837" ISSUED BY STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION.

10. PLANIMETRIC FEATURES SHOWN ARE TAKEN FROM AN ACTUAL FIELD SURVEY PERFORMED BY MASER CONSULTING P.A., MAY, 2016 AND SUPPLEMENTED USING AERIAL PHOTOGRAPHY, BY AXIS GEOSPATIAL, LLC, JOB NO. 16179-2, ON MARCH 24, 2016.

11. WETLANDS DELINEATED BY CDM SMITH AND FIELD LOCATED BY MASER CONSULTING ON MAY, 20 2016.

I hereby certify that the State of New Jersey, by the order, Joseph Golia, of its purchaser, State of New Jersey Department of Environmental Protection, in Green Acres Program as [illegible] of [illegible], in purchaser's [illegible] Two Rivers Title Company's [illegible] plan, survey and a [illegible] description in accordance with [illegible] prepared under my direction by [illegible] on [illegible] and [illegible] on [illegible] 2016 subject to such notes as may appear [illegible]

I do further certify that [illegible] and in performance to the best of my knowledge, information and belief.

7/14/16

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL
LAND SURVEYOR LIC. NO. 34841

CDM Smith
110 Fieldcrest Ave., 08
Edison, NJ 08837

MASER CONSULTING P.A.
Consulting Multidisciplinary & Environmental Engineers
Planners • Surveyors • Landscape Architects
State of N.J. Certificate of Authorization: 24GA28000300
New Jersey New York Pennsylvania Virginia
California Ohio Florida Georgia

PLAN OF SURVEY
FOR
ACQUISITION PURPOSES
OF
BLOCK 254, LOTS 21 & 22
AT
BAY POINT AREA
TWP. OF LAWRENCE, CUMBERLAND COUNTY, NEW JERSEY

JOB NUMBER: 14000784A	DATE: JULY 14, 2016
SCALE: 1"=40'	LAST REVISION
FIELD BOOKS: V-BOH-1800-B-204	DRAWN BY: APM
SHEET NUMBER: 1 of 1	

DATE: 8-21-17 DPMC PROJ. NO. P1154-00 DEMOLITION PLAN SHEET NO. 74

APPENDIX D

CONTRACTOR'S LETTERHEAD

Date

William Byster
Division of Property Management and Construction
33 W. State Street, 9th Flr
P.O. Box 034
Trenton, NJ 08625-0034

RE: Pxxxx-xx Demolition of Dwellings, List each property addresses, Name of County, Name of Township(s)

By this letter, the undersigned Contractor guarantees and warrants the Work performed and all materials furnished under the above-referenced Contract against defects in materials and/or workmanship, and agrees to be responsible for the value or repair of any damage to other Work or to the building premises resulting from the performance of the Contract, for a period of one (1) year from the date of Substantial Completion for Beneficial Use established in 7.2.2 of the Contract General Conditions, or from the time of completion and acceptance of the equipment, work or materials in question, whichever is later.

This written guarantee and warranty is provided in addition to, and not in place of, any and all other guarantees and warranties established under the Contract documents and/or applicable law.

Salutation,

APPENDIX E

Prime Contractor Letterhead

William Byster
NJ Department of Treasury
Division of Property Management and Construction (DPMC)
Bureau of Design and Construction
33 West State Street, 9th Floor
Trenton, NJ 08625-0235

Re: Certification of Clean Fill & Sand Material
Demolition of Dwellings
Cumberland County, NJ
DPMC Project No. P1154-00

Dear Mr. Byster,

This letter hereby certifies and warrants the imported fill material to be utilized for DPMC Project No. P1154-00 meets the requirements of "Fill Material" and is from a virgin source or meets the most stringent requirements of the New Jersey Residential, Non-Residential, and Impact to Groundwater Standards in accordance with Specification Section 312300 Excavation, Backfilling, and Grading within the Contract Documents. Samples of the imported fill material were collected in accordance with the NJDEP Regulations, including Technical Regulations (NJAC 7:26E-2), and that sample collection has been performed in accordance with the NJDEP's Field Sampling Procedures Manual. Results of sampling shall be made available upon request.

Address of Supply Location: _____

I am fully authorized to make these certifications and warranties.

Prime Contractor

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

Fill Material Supplier - License # _____

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

Licensed Site Remediation Professional (LSRP)

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

APPENDIX I

Asbestos Abatement Contractor Letterhead

Date

William Byster
Assistant Deputy Director
NJ Department of Treasury
Division of Property Management and Construction (DPMC)
Bureau of Design and Construction
33 West State Street, 9th Floor
Trenton, NJ 08625-0235

Re: Certification of Asbestos Removal – __(property address)
Demolition of Dwellings
DPMC Project No. P1154-00

Dear Mr. Byster,

This letter hereby certifies that all required asbestos hazard removal work has been performed in accordance with Specification Section 020591 Removal of Asbestos Materials - Manage all Structure Waste as ACM within the Contract Documents. All work was completed in accordance with all Federal, State and Local regulations; air monitoring requirements were successfully completed and passed in accordance with N.J.A.C. 12:120 Asbestos Licenses and Permits; and all asbestos waste material has been properly disposed of per all Federal, State and Local regulations.

I am fully authorized to make these certifications and warranties.

Asbestos Abatement Contractor

New Jersey Asbestos Contractor License Number: _____

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

State of New Jersey
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O BOX 034
TRENTON NJ 08625-0034

FORD M. SCUDDER
State Treasurer

CHRISTOPHER CHIANESE
Director

October 6, 2017

SUBJECT: Bulletin "B" dated October 5, 2017

RE: Project # P1154-00
Demolition of Dwellings, Various Addresses
Lawrence Township, NJ – Cumberland County

Gentlemen:

Attached is a copy of the above referenced bulletin. Please acknowledge receipt by returning this form to the address listed below. Fax copy will also be acceptable.

Division of Property Management & Construction
Attention: Richard Ferrara
Contracts & Procurement
P.O. Box 034
Trenton, New Jersey 08625-0034
FAX# 609-777-1970

Very truly yours,

Richard Ferrara, Assistant Deputy Director
Contracts & Procurement

Date Received

Firm Name

Address

Signature

Title

Attachment(s)
ODC-513

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT #: P1154-00

A/E: CDM Smith

DATE: 10/5/17

BULLETIN "B"

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefore.

Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

1. The meeting agenda, meeting minutes and attendee sign-in sheet for the September 29, 2017 Pre-Bid Meeting are attached to this bulletin.

2. The attachments to the Pre-Bid Meeting agenda are attached to this bulletin and include a list of the 35 properties by block/lot and address, NJDEP Sandy Blue Acres figure for the site and post-bid schedule of values.

3. As a clarification from the Pre-Bid Meeting, bidders are advised that Item 5a of the pre-bid agenda is accurate and that all bidders are required to visit the site prior to submitting a proposal.

4. Bidders must be aware that Substantial Completion must occur within the Contract Time and all work on this demolition project must be completed by April 13, 2018. Furthermore; it will not be considered substantially complete until all required deliverables have been delivered to and accepted by the A/E and the State. This is also to include all manifests and "C" of "A's" issued by DCA.

5. The Submittal Log has been revised and the new version is attached to this bulletin.

6. Working hours are 7 AM to 5 PM Monday through Friday. Lawrence Township has agreed to also allow work on Saturday/Sunday. However, work on the weekend must be approved by DPMC and a DPMC representative must be on-site during all work activities whether they occur during the week or on weekends. No claims for loss of time may be submitted for unauthorized weekend work.

7. No on-site hydrants can be used by the contractor. However, water can be purchased at the Cedarville Fire House at a price of $30 per 3,000 gallons or one cent per gallon. Or the contractor may pump water from the Delaware Bay & Cedar Creek to use for wet down during demolition activities or for any other use.

8. The Verizon telephone lines on Paris Road will be removed prior to the start of the project.

9. Pilings found to be encased in concrete are to be cut as close as possible to the concrete surface instead of being removed from the ground.

10. At the pre-bid meeting NJDEP offered bidders access to the nearby marina for equipment storage, barge unloading etc.

    Use of this marina area requires the contractor to complete a Special Use Permit (SUP) application to be reviewed and approved by NJDEP. No permit fee will be required but the terms and conditions included on the application should be reviewed by the contractor. All work in the marina area will need to be performed in accordance with the terms and conditions of the approved permit. A copy of the SUP application is attached to this bulletin.

    Bidder needs to be aware that no information regarding the capability of the marina driveway or waterfront area to handle any types of vehicles or equipment is available. Bidder will be using the marina area at their own risk and is solely responsible for any damage to the road and/or waterfront area along with any damage to personnel or equipment moved over the road or within the waterfront area.

    A temporary, secure gate must be installed across the driveway entrance to the marina area and the gate removed at the completion of the project.

    In addition, a steel traffic plate is to be installed in the vicinity of the driveway entrance to protect an underground concrete drainage pipe with pre-existing damage. Should further damage of this pipe occur during the demolition activities, the contractor is responsible for repairing or replacing the damaged section of pipe.

    If the contractor needs to install temporary piling for use at the marina area, no additional permit will be required for that pile(s) installation. The pile installation would be included within and covered by the Special Use Permit. Pile(s) to be removed by contractor when the work is complete.

    If contractor elects to utilize the former marina properties to conduct the project work, the conditions and terms of the nationwide permit 22 and general permit 24 extend to these properties. The conditions of these permits will extend to any properties utilized to conduct the project work and within US Army Corp of Engineers or NJ Division of Land Use Regulation regulated areas.

    Contractors are required to restore the marina and driveway to its pre-project conditions, which may include but are not limited to grading, repairing and filling holes, etc. Finally, a site property survey for the marina area is attached to this Bulletin.

11. There are two known Osprey nests (538 Bay Point Road & 36 Paris Road). The structures or pilings that house or support these nests must be demolished prior to 3/1/2018. NJDEP will verify that the nests are vacant prior to demo.

12. The gate across Bay Point Road is to be a functional and unsecure. In addition, the following properties must be individually fenced up to the water line. (504, 506, 512, 520, & 524 Bay Point Road). Main access road must remain accessible at all times for emergency vehicles, Fish and Wildlife officials and property owners.

13. All pilings and docks will be considered to contain creosote and disposed as a hazardous material. Disposal site must be identified through submittal process.

14. Any above ground storage tank needs to be removed and properly recycled (recycling center and disposal of contents must be identified through submittal process.

15. Rodent or vermin extermination requirements have been removed from the specifications.

16. Bridge weight load restrictions must be followed and adhered to as per Exhibit H of the Specifications. Contractor is responsible for any and all damages to "Bay Point Road over Cedar Ditch" bridge.

17. This project is a coastal project. Contractor is responsible for understanding and monitoring coastal conditions, including but not limited to tidal changes, tidal surges, wetlands, and soil and ground conditions, and planning the project accordingly so that the project is completed in a timely and safe manner. Contractor will be responsible for damage, wear or liability related to the implementation, use and/or storage of equipment within this coastal area

18. No questions were submitted by bidders.

19. Post Bid Review with Apparent Low bidder:
Bidders should be prepared for a meeting at a TBD location with the Project Engineer and State Project Team on 10/18/17 at 10 AM for P1154-00. Contractor must bring estimator and Demolition and ACM sub-contractor to the meeting and be prepared to discuss/provide breakdown of demolition & ACM costs.

Attachments:

Pre-Bid Meeting Agenda dated 9/18/17
Pre-Bid Meeting Minutes dated 9/29/17
Pre-Bid Meeting Attendee Sign-In Sheet
Revised Submittal Log
Special Use Permit Application
Marina Sketch
Marina Property Survey

END OF BULLETIN "B"

NON-MANDATORY PRE-BID MEETING

PROJECT #P1154-00 BLUE ACRES DEMO PROGRAM / LAWRENCE TOWNSHIP
AGENDA
Date: 09/18/2017

PROJECT # P1154-00:

504, 506, 512, 520, 524, 526, 528, 530, 532, XXX (Block 255, Lot 8), 536, 538, 540 and 544 Bay Point Road; 6, 8, 9B, 22, 23B, 26B, 32, 36, 42, 48, 56, 58, 60, 62, 64, 68, 70, 72, 74, 80 and 82 Paris Road, Lawrence Township, Cumberland County, NJ

1. **Introductions:**
   a. State Project Team Members
      1) Bill Byster
      2) Regina Bruno
   b. Project Design Consultant & Staff
      1) Dana Boyadjian, CDM Smith
2. **Administrative Items**
   a. All Bidders please Sign In
   b. Nothing said here or during the site visit(s) is a part of the contract unless specifically issued in writing by Bulletin.
   c. Minutes of this meeting & sign-in sheet will be distributed as part of Bulletin "B" along with other info that may be required including answers to all Bidders' questions.
   d. Bid is Single Prime / Lump sum
   e. This <u>is not</u> a HUD CDBG project:
   f. All bidders must be "Classified with DPMC" in one of the following trades:
      1) General Construction (C008) or General Construction/ Alterations & Additions (C009) or Demolition (C021) or Bulkhead & Docks (C083) or Pile Driving (C086)

      2) All Bidders also must have DPMC Classified Sub-Contractors in the following trades: Demolition (C021), Asbestos Removal (C092) and Plumbing (C030)
   g. Review of Bid Proposal Form: Do not leave any blanks
   h. **Bids Due: 10/17/2017 by 2:00 pm** at 33 West State Street, Trenton unless modified by Bulletin:
      1) **If bid is mailed** through the US Postal Service the address is:

         Division of Property Management and Construction
         PO Box 034
         Trenton, NJ **08625-0034**

2) **If bid is delivered by delivery service** (UPS, FedEx, etc.) the physical address is:

Division of Property Management and Construction
33 West State Street, 9th Floor
Trenton, NJ **08608**

i. **Contract Terms:**

1) In conjunction with the permit restrictions, the Contract Performance Period is **150 calendar days** from issuance of NTP by the State for Project #P1154-00. All work must be completed by April 13, 2018.

2) Liquidated Damages 1/20th of 1% of contract value with a minimum of $250.

3) Bid Bond is 50% of bid amount.

j. **NOTICE OF REQUIREMENT FOR A DUNS NUMBER REGISTRATION**

1) In accordance with 2CFR Part 200.213 "Suspension and Debarment", all vendors, contractors and subcontractors submitting proposals on federal FEMA and HUD funded projects will be required to register for a Data Universal Numbering System (DUNS) number in order to be eligible for a contract award. These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. In order to comply with this requirement, each consultant, prime contractor and sub-contractor must register in the System of Award Management (SAM) at http://www.sam.gov and register for a DUNS number at http://www.dnb.com/duns-number.html.

2) Be advised that firms doing work for the government or bidding on government contracts or proposals will need to get a D-U-N-S Number for each physical location of their business. Firms can get a D-U-N-S Number expedited for free if they are required to register with the federal government for a government funded contract and the firm may have the D-U-N-S number expedited for no cost.

3) Successful bidders will be required to submit to the Division of Property Management and Construction (DPMC) their DUNS number immediately after the bid due date and prior to contract award

k. **Mandatory Post Bid Review with Apparent Low bidder:**

1) If the Apparent Low Bidder fails to come to this meeting their bid will be deemed non-compliant/non-responsive.

2) Apparent Low Bidder should be prepared for a meeting with the Project Engineer and State Project Team on **10/18/2017 at** 10am **for P1154-00** at TBD to review your bid.

3) **Apparent Low Bidder must bring their estimator along with Demo Sub-Contractor and ACM sub-contractor to the meeting.**

3. **Additional Questions after today's meeting**

a. E-mail to: william.byster@treas.nj.gov

b. **No later than: 09/28/17 by Noon**

c. All questions/RFI's in WORD format, not PDF

d. No verbal questions or phone calls to DPMC, client or engineer

e. Responses will be made to all via Bulletin "B"

4. **Project Description**

a. Single Prime / Bid is Lump Sum

b. Review Scope of Work, Plan, Spec at the end of the agenda by Consultant

c. There are NO Allowances for this Bid

d. Special Features/Requirements Bullet Points:

1) Very fast paced demo project with permit restrictions (Land/Water).

2) This demolish project is limited to the removal of structures & pilings.

a. Septic tanks to remain.

b. Concrete, masonry or riprap used for beach, shoreline or wetland control to remain.

3) A Plumbing Permit is not required on these DPMC Demo Projects related to the water and sewer cut and caps.

4) Vermin (Rodent and Insect) Eradication - omitted in Spec for this project.

5) Caution with adjoining properties and wetlands.

6) Before photos for General Contractor's benefit.

7) A gate is required across Bay Point Road to restrict access to the overall project site.

8) The use of tracking mat is required in the wetlands area.

9) No containers left in the street overnight and no dumpsters left without a cover on site.

10) Do not block roads.

11) No interaction with the public, all questions go to town BA.

12) Once a building is demolished it must be taken away, no stock piling or moving to another demo site.

13) No backfill is permitted on site until the DPMC PM signs off that all debris has been removed from the site. This will be done on a site by site basis.

14) Periodic soil samples will be taken by DEP.

15) Backfill requires 3rd party testing agency for compaction for each lift.

16) Seeding/Stabilization.

17) Substantial Completion must occur within the Contract Time Frame and this demo project will only be considered substantially complete when all required deliverables have been delivered to and accepted by the A/E and the State. This is also to include State / AE receipt of all Contractor manifests and "C" of "A's" issued by DCA.

18) Working Hours: 7:00 am to 5:00 pm Monday through Friday – Bulletin "B".

19) Safety – Personal Protection/Safety Plan for land and water are required.

20) Provide detailed Demolition Plan and Abatement Plan.

21) Must show sequencing of dwellings to be demolished.

22) Verizon lines on Paris Road will be addressed in Bulletin "B".

23) 48 hours' notice must be given to DPMC prior to the start of any home demolition.

Example: If Demo Permit is rec'd by 3:30pm on Monday, the earliest that building can be demo'd is Weds at 8am. One full business day in between notice and demo.

24) Hydrant use is not permitted. Water can be obtained at the Cedarville Fire House located at 30 Maple Ave, Cedarville. (Rates: $30 per every three thousand gallons or a penny a gallon) to be included in Bulletin "B".

25) 25% of Hazardous Mat Abatement Cost and 25% of Demo Cost will be held until all manifests are submitted to state

e. Submittals up to and including item #21 are required within 4 calendar days of NTP, submittals must include the DPMC 12/13 form cover sheet or will not be considered

f. All proposed substitutes within 4 calendar days of NTP, substitute submittals must include the DPMC 12/13 form cover sheet or will not be considered

g. A third (3rd) review of submittals will require a back charge in the form of a credit change order by the contractor.

h. Review of Contractor Invoicing

1) Submit first invoice ASAP to ensure the Contractor information is updated properly in the system due to multiple funding sources.

i. Review Schedule of Values / Submittal Log

5. **Highlight General Conditions Clauses:**

a. Paragraph IB1.5 ***FULL KNOWLEDGE OF*** SITE

1) **Bidders required to visit site prior to submitting proposals; thorough examination of conditions of site: Reasonably observable conditions**

b. Paragraph IB8.3 ***THOROUGH REVIEW OF CONTRACT DOCUMENTS***

1) *Prior to submission of bid. No claims unless written request in compliance with IB8.2 and the matter has not been addressed by issuance of bulletin(s)*

c. Paragraph IB10.3 ***NO SALES TAX FOR MATERIAL, SUPPLIES, OR SERVICES***

d. Paragraph IB10.5 PURCHASES OR RENTALS OF EQUIPMENT ARE NOT EXEMPT FROM ANY TAX UNDER STATE SALES TAX ACT

e. **4.6.2 The Contractor shall employ a FULL-TIME COMPETENT SUPERINTENDENT and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor.** The State reserves the right to require a change in superintendent if the superintendent's performance, as judged by the DPMC, is deemed to be inadequate. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the Contractor, and all communications given to the foreman Page 26 of 87 shall be binding upon the Contractor. The Contractor shall not employ persons unfit or unskilled in the assigned area of work.

6. Project progress meetings will only be held if needed. The A/E will attend, chair and issue record minutes of the meeting.
7. **Client Comments: DEP is Client**
8. **Site Walk-Thru:**
   a. Tour work area - An overall map and address by Block & Lot attached will also be distributed in Bulletin "B".
   b. All dwellings are a RACM and entry is not permitted.
   c. **No questions will be answered during walk-thru**
9. **Plans, Specifications** and **Bid Proposals** can be obtained by contacting:
   a. Richard Ferrara of the DPMC Contracts Procurement Group at 609 633-3914 or by email at richard.ferrara@treas.nj.gov., 9th floor plan room at 33 West State Street
10. **Questions regarding the Bid Proposal form, Bidding procedures, Bonding, etc., contact:**
    a. Richard Ferrara of the DPMC Contracts Procurement Group at 609 633-3914 or by email at richard.ferrara@treas.nj.gov., 9th floor plan room at 33 West State Street
11. **Consultant- Review Scope of Work, Plan, Spec**

    The following information is in addition to Plan, Spec & Bulleting A and will be addressed in Bulletin "B".

    a. 506 & 524 Bay Point Road - AST to be removed.
       1) The Contractor shall be responsible for obtaining all required permits and licensed personnel as required for the cleaning and removal of the aboveground storage tank (AST). The AST and all oil and residential materials removed during the cleaning process shall be disposed at a qualified recycling/disposal facility. Contractor shall provide all bill of landings, manifest and receipts from the recycling/disposal facility for the oil and residual materials and the AST.
    b. Well identified at 540 Bay Point Road is not in the contractor's scope of work and will be handled by others.
12. **Bidder Question and Answer Session:**
    a. Consultant- record all company names and all questions. All questions will be answered in Bulletin "B".

P1154-00 Block and Lot

	Block, Lot	#	Address
1	Block 256, Lot 5	504	Bay Point Rd.
2	Block 256, Lot 4	506	Bay Point Rd.
3	Block 256, Lot 1	512	Bay Point Rd.
4	Block 255, Lot 15	520	Bay Point Rd.
5	Block 255, Lots 13 and 14	524	Bay Point Rd.
6	Block 255, Lot 12	526	Bay Point Rd.
7	Block 255, Lot 11	528	Bay Point Rd.
8	Block 255, Lot 10	530	Bay Point Rd.
9	Block 255, Lot 9	532	Bay Point Rd.
10	Block 255, Lot 8	XXX	Bay Point Rd.
11	Block 255, Lot 7	536	Bay Point Rd.
12	Block 255, Lot 6	538	Bay Point Rd.
13	Block 255, Lot 5	540	Bay Point Rd.
14	Block 255, Lot 3	544	Bay Point Rd.
15	Block 254, Lot 4	6	Paris Rd.
16	Block 254, Lot 5	8	Paris Rd.
17	Block 254, Lot 10	9B	Paris Rd.
18	Block 254, Lots 11 and 12	22	Paris Rd.
19	Block 254, Lot 24	23B	Paris Rd.
20	Block 254, Lot 28	26B	Paris Rd.
21	Block 254, Lot 17	32	Paris Rd.
22	Block 254, Lot 19	36	Paris Rd.
23	Block 254, Lots 21 and 22	42	Paris Rd.
24	Block 254, Lots 25 and 26	24B(48/50)	Paris Rd.
25	Block 254, Lot 29	56	Paris Rd.
26	Block 254, Lot 30	58	Paris Rd.
27	Block 254, Lot 31	60	Paris Rd.
28	Block 254, Lot 32	30B(62)	Paris Rd.
29	Block 254, Lot 33	31B(64)	Paris Rd.
30	Block 254 Lot 35	68	Paris Rd.
31	Block 254, Lot 36	70	Paris Rd.
32	Block 254, Lot 37	72	Paris Rd.
33	Block 254, Lots 38 and 39	74	Paris Rd.
34	Block 254, Lot 41	80	Paris Rd.
35	Block 254, Lot 42	82	Paris Rd.

Cedar Creek
W. Bay Point Road
Paris Road
Delaware Bay
B255 L6
B255 L7
B255 L8
B255 L9
B255 L10
B255 L11
B255 L12
B255 L13
B255 L14
B255 L15
B255 L5
B255 L4
B255 L3
B255 L1
B254 L1
B254 L2
B254 L3
B254 L4
B254 L5
B257 L1
B256 L1
B256 L2
B256 L3
B256 L4
B256 L5
NJDEP B251 L24
NJDEP B251 L23
NJDEP B251 L22
Formerly owned by MBN Marina, LLC. Structures have been removed.
NJDEP Sandy Blue Acres Program
Bay Point Area
Lawrence Township
Cumberland County
Legend
Fall 2017 Demolition Project
House on property
Pilings on property
Outbuilding, i.e. shed, only. No house.
* NOTE: a number of structures that are visible on the aerial imagery have since been demolished / removed.
**Map is for general information purposes only.
(Fall 2017 Demolition Project Info as of 9/14/2017)

POST-BID SCHEDULE OF VALUES

DPMC BUREAU OF DESIGN CONSTRUCTION
MONTHLY ESTIMATE FOR PAYMENT TO CONTRACTOR

CONTRACTOR		INVOICE #				Fill In 2nd		Fill In 1st		PROJECT #	P1154-00
		CONTRACT TOTALS				COMPLETED THIS PERIOD		PREVIOUSLY COMPLETED		WORK IN PLACE/COMPLETE	
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	304 Bay Point Road										
2	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
3	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
4	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
5	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
6	306 Bay Point Road										
7	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
8	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
9	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
10	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
11	312 Bay Point Road										
12	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
13	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
14	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
15	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
16	320 Bay Point Road										
17	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
18	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
19	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
20	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
21	324 Bay Point Road										
22	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
23	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
24	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
25	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
26	326 Bay Point Road										
27	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
28	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
29	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
30	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
31	328 Bay Point Road										
32	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
33	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
34	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
35	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
36	330 Bay Point Road										
37	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
38	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
39	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
40	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
41	332 Bay Point Road										
42	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
43	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
44	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
45	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
46	XXY (Block 255, Lot 8)Bay Point Road										
47	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
48	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
49	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
50	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
51	336 Bay Point Road										
52	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
53	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
54	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
55	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
56	338 Bay Point Road										
57	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
58	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
59	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
60	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
61	340 Bay Point Road										
62	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
63	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
64	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
65	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
66	344 Bay Point Road										
67	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
68	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
69	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
70	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
71	6 Paris Road										
72	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
73	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
74	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
75	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
76	8 Paris Road										
77	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
78	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
79	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
80	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00

POST-BID SCHEDULE OF VALUES

DPMC BUREAU OF DESIGN CONSTRUCTION
MONTHLY ESTIMATE FOR PAYMENT TO CONTRACTOR

CONTRACTOR		INVOICE #				Fill In 2nd		Fill In 1st		PROJECT #	P1154-00
		CONTRACT TOTALS				COMPLETED THIS PERIOD		PREVIOUSLY COMPLETED		WORK IN PLACE/COMPLETE	
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
81	*9B Paris Road*										
82	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
83	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
84	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
85	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
86	*22 Paris Road*										
87	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
88	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
89	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
90	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
91	*23B Paris Road*										
92	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
93	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
94	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
95	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
96	*26B Paris Road*										
97	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
98	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
99	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
100	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
101	*32 Paris Road*										
102	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
103	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
104	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
105	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
106	*36 Paris Road*										
107	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
108	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
109	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
110	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
111	*42 Paris Road*										
112	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
113	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
114	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
115	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
116	*48 Paris Road*										
117	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
118	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
119	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
120	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
121	*56 Paris Road*										
122	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
123	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
124	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
125	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
126	*58 Paris Road*										
127	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
128	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
129	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
130	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
131	*60 Paris Road*										
132	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
133	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
134	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
135	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
136	*62 Paris Road*										
137	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
138	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
139	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
140	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
141	64 Paris Road										
142	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
143	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
144	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
145	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
146	68 Paris Road										
147	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
148	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
149	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
150	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
151	70 Paris Road										
152	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
153	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
154	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
155	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
156	72 Paris Road										
157	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
158	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
159	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
160	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00

POST-BID SCHEDULE OF VALUES

DPMC BUREAU OF DESIGN CONSTRUCTION
MONTHLY ESTIMATE FOR PAYMENT TO CONTRACTOR

CONTRACTOR		INVOICE #				Fill In 2nd		Fill In 1st		PROJECT #	P1154-00
ITEM #	ITEM DESCRIPTION	CONTRACT TOTALS				COMPLETED THIS PERIOD		PREVIOUSLY COMPLETED		WORK IN PLACE/COMPLETE	
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
161	74 Paris Road										
162	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
163	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
164	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
165	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
166	80 Paris Road										
167	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
168	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
169	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
170	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
171	82 Paris Road										
172	HAZARDOUS MAT COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
173	DEMO COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
174	SITE COST	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
175	SPARE	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
176	Spare 1	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
177	Spare 2	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
178	Spare 3	1	ea	$0.00	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

CDM Smith

MEMORANDUM

TO: Attendees

FROM: Dana M. Boyadjian, P.E.

DATE: October 2, 2017

RE: Demolition of Dwellings, DPMC Projects P1154-00
Lawrence Township, Cumberland County, New Jersey
Pre-Bid Meeting Minutes

TIME & PLACE OF MEETING: Monday, September 18, 2017, 10:00 AM at 357 Main Street
IN ATTENDANCE: (See Attached Sign-In Sheet)

Summary of Discussion:

On Monday September 18, 2017, beginning at approximately 10:00 AM, a Pre-Bid Meeting was held at 357 Main Street in Cedarville, New Jersey for DPMC Project P1154-00. The purpose of the meeting was to present the scope of the work for construction of the project and discuss administrative details with all parties involved. The meeting proceeded as follows:

1. Mr. Byster of the DPMC introduced himself, the DPMC Project Team members and Project Engineer. Mr. Byster stated that this is a Pre-Bid Meeting for the project which is comprised of the demolition work related to the 35 properties identified in the bid plans and specifications.

2. Mr. Byster requested that all bidders/contractors sign the Pre-Bid Meeting sign-in sheet.

3. Mr. Byster stated that the DPMC would issue an additional bulletin (Bulletin B) as soon as possible, which would include the Pre-Bid Meeting sign-in sheet, minutes of the Pre-Bid Meeting and other information that may be required, including answers to all Bidders' questions.

4. Mr. Byster stated that nothing said during the site visit(s) is a part of the contract unless specifically issued in writing by Bulletin.

5. Mr. Byster turned the meeting over to Ms. Regina Bruno of DPMC to discuss the specifics of the project scope. Ms. Bruno stated that the project and the bid is Single Prime/Lump Sum and all bidders must be classified with DPMC in one of the following trades: General Construction (C008) or General Construction/Alterations and Additions (C009) or Demolition (C021) or Bulkhead and Docks (C083) and Pile Driving (C086). All bidders must list sub-contractors classified with the DPMC in Demolition (C021), Asbestos Removal (C092) and plumbing (C030).

6. Ms. Bruno stated for all bidders to review the Bid Proposal Form and to not leave any blanks or the bid may be declared unresponsive and that bids are due 10/17/17 by 2:00 PM at 33 West State Street, 9th Floor, Trenton, New Jersey, unless this date is modified by Bulletin.

7. If the bid is mailed through the US Postal Service the address is:

   Division of Property Management and Construction
   PO Box 034
   Trenton, NJ 08625-0034

   If the bid is delivered by delivery service (UPS, FedEx, etc.) the physical address is:

   Division of Property Management and Construction
   33 West State Street, 9th Floor
   Trenton, NJ 08608

8. Ms. Bruno discussed the following Contract Terms for the projects:
   a. Contract Performance Period is **150 calendar days** from Notice to Proceed. **Also all work must be completed by April 13, 2018.**
   b. Liquidated Damages for the project is 1/20th of 1% of contract value with a minimum of $250.
   d. Bid Bond for the project is 50% of the bid amount.

9. It was discussed that a Post Bid Review Meeting will be conducted and the low bidder with their estimator and key subcontractors (i.e., demolition and asbestos) must be prepared for a meeting with the Project Engineer and State Project Team on 10/18/17 at 10 AM at a to be determined location to review contractor's bid and their cost estimate break down for each property.

10. Ms. Bruno stated that the site area is open for inspection immediately after this meeting until 2PM, but due to safety reasons the interior of the homes will not be accessible to the bidders.

11. Mr. Byster stated if there are any additional questions after the pre-bid meeting to email him the questions no later than 9/28/17 at noon at William.Byster@treas.nj.gov and that responses will be made to all questions via Bulletin E. All questions are to be submitted electronically in Word format, with no verbal questions to the DPMC, Client, or Engineer.

12. DPMC and CDM Smith provided a presentation on the project. Special features and/or

requirements of the job that were discussed included the following: This is a very fast paced project and timely submittals are critical. All structures including homes, sheds, and decks will be considered as asbestos containing material and be disposed as same. Entrance into any of the structures is not allowed. All pilings and docks will be considered to contain creosote and disposed as a hazardous material. No dirt/mud can be carried out into the street. Piles broken off prior to full removal will be cut one foot below the river bottom when in water and at the ground surface when on dry land. An above ground oil tank was noted at both 506 and 524 Bay Point Road. These tanks need to be removed and properly recycled.

Septic tanks and concrete, masonry or riprap used for beach, shoreline or wetland control are to remain. Work in wetlands requires the use of tracking mats to ensure no gouging of wetland surface.

A chain link gate will be installed across Bay Point road to help restrict access to the project site. One property will remain as a full-time residence and the homeowners access cannot be blocked by construction equipment, trucks, dumpsters etc.

All required submittals are indicated in the specifications including: closeout documents, asbestos abatement plan, asbestos abatement completion documents, and demolition plan. Contractor will be back charged by DPMC for consultant costs related to reviewing a submittal more than twice. A revised submittal log will be provided in Bulletin B.

There will be no excavations performed to cap water and septic tank lines as this work will be done at grade. Time/date photos of the site prior to beginning work are recommended to document existing conditions; the contractor will be responsible for damage if there is no photo to document the existing condition. No containers are to be in the street and no dumpsters are to be left on the site without a cover. Roads are not to be blocked due to any Contractor operations. The contractor should have no interaction with the public but needs to be courteous to all neighbors. Questions from the public should be directed to the town business administrator (BA).

NJDEP will be taking periodic soil samples of delivered backfill and topsoil.

Working hours in Lawrence Township will be seven days a week with hours to be finalized in Bulletin B. However, contractor can only work Saturday or Sunday if approved by DPMC and DPMC staff are on site those days. 48-hour notice must be given to DPMC prior to home demolition. For this project, hydrant water access is not allowed. Water can be purchased at the Cedarville Fire House at a price of $30 per 3,000 gallons or one cent per gallon and will also be noted in Bulletin B.

If a contractor requests a site meeting for the purpose of reviewing a potential change order and it is determined the existing plans and specifications address the contractor's concern, DPMC will back charge the contractor for DPMC and consultant's time to attend the meeting.

Once a building is demolished it must be hauled away, no stock piling of building and moving on to another property. No backfill, if required, is permitted on site until the DPMC signs off

that all debris has been removed. Both backfill and topsoil have to meet project specifications.

Twenty-five percent of both the Hazardous Material Abatement Cost and the Demolition Cost will be held until all readable manifests are submitted to DPMC.

Kimberly Rennick of NJDEP offered the bidders access/use of the nearby former marina property. Further details to be included in the Bulletin B. However, bidders were informed that some form of access agreement and liability for site damage would likely be part of using the marina area. Further details to be provided in Bulletin B.

Ms. Rennick also noted that in-water work referenced in the Nationwide Permit 22 and General Permit 24 is a literal reference. If the tide is out and the area is temporarily dry, that temporarily dry area is not considered in-water work.

Ms. Rennick stated that Structures, docks, appurtenances, decking, boardwalks, pilings, sheds, etc., that are associated with a property within the Project, but extend beyond or are located outside the property line are to be demolished and removed by contractor.

13. Ms. Bruno of the DPMC reviewed aspects of the DPMC General Conditions including the following: **Paragraph IB1.5** - *Full Knowledge of Site*; **Paragraph IB8.3** -*Thorough Review of Contract Documents;* **Paragraph IB10.3** -*No Sales Tax for Material, Supplies,* or *Services; and* **Paragraph IB10.5**- *Purchases or rentals of equipment are not exempt from any tax under State Sales Tax Act.*

14. Ms. Bruno stated that the contractor will supply a full-time competent Project Supervisor who will be on-site during all site activities. Any changes in site supervision must be requested & approved prior to implementation.

15. Ms. Bruno stated the client for these projects is the NJ Department of Environmental Protection and the DPMC is acting as their representative.

16. Ms. Bruno stated that submittals 1 through 21 are required within four (4) calendar days of the Notice to Proceed. All proposed substitute submittals are required within four (4) calendar days of the Notice to Proceed or they will not be considered. This schedule must be followed to meet the one-hundred and fifty (150) calendar day period and all work must be completed by April 13, 2018 for Project P1154-00. All submittals including shop drawings, invoices, etc. will be done electronically (via email).

17. Ms. Bruno stated Plans, Specifications, and Bid Proposals can be obtained by contacting Richard Ferrara Sr. at 609-633-3914 or by e-mail; richard.ferrara@treas.nj.gov; 9th Floor Plan Room at 33 West State Street, Trenton, NJ.

18. Ms. Bruno stated for questions regarding the Bid Proposal Form, bidding procedures, etc., to contact Richard Ferrara Sr. of the DPMC Contracts Procurement Group at 609-633-3914 or by e-mail; richard.ferrara@treas.nj.gov.

Respectfully Submitted,

Dana M. Boyadjian, P.E.
CDM Smith

PRE-BID MEETING SIGN-IN SHEET

PROJECT #: P1154-00

PROJECT TITLE: Demolition of Residential Dwellings
Lawrence Twp, Cumberland County
Blue Acres Program

DATE & TIME: 09/18/17 @ 10AM

COMPANY NAME (PRINT)	REPRESENTATIVE (PRINT)	SIGNATURE	TELEPHONE NUMBER	E-MAIL
DPM&C	Bill Byster			
DPM&C	Regina Bruno	Regina Bruno		
CDM Smith	Dana Boyadjian	Dana Boyadji		
JOE SCHUBERT HARRY COLEMAN IEW	JOE SCHUBERT HARRY COLEMAN			
Yannuzzi Group, Charles F. Imbimbo	Charles Imbimbo			
Thomas Barry Marine Construction, Inc. Sally Barry	Sally Barry			
DPMC	Bill Mahan			
DEP	Gary Parent			
DEP/Blue Acres	Kimberly Rennick			

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PRE-BID MEETING SIGN-IN SHEET

PROJECT #: P1154-00

PROJECT TITLE: Demolition of Residential Dwellings
Lawrence Twp, Cumberland County
Blue Acres Program

DATE & TIME: 09/18/17 @ 10AM

COMPANY NAME (PRINT)	REPRESENTATIVE (PRINT)	SIGNATURE	TELEPHONE NUMBER	E-MAIL
USA Environmental	Kevin Melarum	[illegible]		
"Skip" Bowman	Lawrence Twp Mayor Deputy	[illegible]		
MECO Demolition Inc	Jim Peraen	[illegible]		
South State Inc.	Barry Widsich	[illegible]		
Site Enterprise	Jim Dilwarz	[illegible]		
Re Pierson	Aidin Roge	[illegible]		
JPC Group, Inc.	Dominic Verme	[illegible]		
Caravella Demolition Marco J. Lucci	Marco J. Lucci	[illegible]		
John A Iaconelli c/o Iaconelli Contr	John A Iaconell	[illegible]		

SUBMITTAL LOG

PROJECT: P1154-00

CLIENT: DEP

CONTRACTOR: ??

REVIEW CODE KEY:
APP = APPROVED
AAN = APPROVED AS NOTED
R = REVIEWED
RFR = RETURNED FOR RESUBMISSION
REJ = REJECTED
NR = NOT REVIEWED
NA = NOT APPLICABLE
RR = RECEIVED FOR RECORD

TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
1	020700			Health & Safety Plan			
2	GC			Subcontractor (Compaction Testing)			
3	GC			Subcontractor (ACM Sampling)			
4	GC			Subcontractor (ACM Testing)			
5	GC			Subcontractor (DOL/OSHA Air Sampling)			
6	GC			Other Subcontractors			
7	220000			Sewer Cap			
8	220000			Water Cap			
9	015626			Temporary Fence			
10	312500			Silt Fence			
11	312500			Inlet Filter			
12	312500			Tracking Pad Material			
13	020590			Asbestos Abatement Plan			
14	020700			Demolition Plan			
15	020700			Materials Salvage & Recycling Management Plan			
16	GC			Construction Sequence			
17	GC			Schedule of Values			
18	020700		NA	~~Rodent and Insect Pesticides SDS (MSDS)~~	NA		
19	312300			Clean Fill Material Proctor and Gradation Analysis and Certification Letter			
20	329200			Imported Topsoil Material Certification Letter			
21	329200			Hydroseed Mix (Seed Type, etc.)			
22.01	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 504 Bay Point Rd			
22.02	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 506 Bay Point Rd			
22.03	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 512 Bay Point Rd			
22.04	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 520 Bay Point Rd			
22.05	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 524 Bay Point Rd			
22.06	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 526 Bay Point Rd			
22.07	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 528 Bay Point Rd			
22.08	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 530 Bay Point Rd			

SUBMITTAL LOG

PROJECT: P1154-00

CLIENT: DEP

CONTRACTOR: ??

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
22.09	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 532 Bay Point Rd			
22.10	020700		NA	~~UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter – XXX (B255, L8) Bay Point Rd~~	NA		
22.11	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 536 Bay Point Rd			
22.12	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 538 Bay Point Rd			
22.13	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 540 Bay Point Rd			
22.14	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 544 Bay Point Rd			
22.15	020700		NA	~~UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter – 6 Paris Rd~~	NA		
22.16	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 8 Paris Rd			
22.17	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 9B Paris Rd			
22.18	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 22 Paris Rd			
22.19	020700		NA	~~UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter – 23B Paris Rd~~	NA		
22.20	020700		NA	~~UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter – 26B Paris Rd~~	NA		
22.21	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 32 Paris Rd			
22.22	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 36 Paris Rd			
22.23	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 42 Paris Rd			
22.24	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 24B (48) Paris Rd			
22.25	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 56 Paris Rd			
22.26	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 58 Paris Rd			
22.27	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 60 Paris Rd			

SUBMITTAL LOG

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CONTRACTOR: ??

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
22.28	020700		NA	~~UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter -- 30B (62) Paris Rd~~	NA		
22.29	020700		NA	~~UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter -- 31B (64) Paris Rd~~	NA		
22.30	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~-- 68 Paris Rd			
22.31	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 70 Paris Rd			
22.32	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 72 Paris Rd			
22.33	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 74 Paris Rd			
22.34	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 80 Paris Rd			
22.35	020700			UCC Tech Sheets, ~~Certificate of Pesticide Application~~, Water & Sewer Disconnect Letters ~~and ACM All Clear Letter~~ - 82 Paris Rd			
23.01	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 504 Bay Point Rd			
23.02	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 506 Bay Point Rd			
23.03	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 512 Bay Point Rd			
23.04	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 520 Bay Point Rd			
23.05	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 524 Bay Point Rd			
23.06	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 526 Bay Point Rd			
23.07	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 528 Bay Point Rd			
23.08	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 530 Bay Point Rd			
23.09	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 532 Bay Point Rd~~	NA		
23.10	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - XXX (B255, L8) Bay Point Rd~~	NA		
23.11	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 536 Bay Point Rd			
23.12	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 538 Bay Point Rd			
23.13	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 540 Bay Point Rd			
23.14	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 544 Bay Point Rd			
23.15	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 6 Paris Rd~~	NA		
23.16	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 8 Paris Rd			
23.17	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 9B Paris Rd~~	NA		
23.18	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 22 Paris Rd			
23.19	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 23B Paris Rd~~	NA		
23.20	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 26B Paris Rd~~	NA		
23.21	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 32 Paris Rd			
23.22	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 36 Paris Rd~~	NA		

SUBMITTAL LOG

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CONTRACTOR: ??

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
23.23	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 42 Paris Rd			
23.24	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 48 Paris Rd			
23.25	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 56 Paris Rd~~	NA		
23.26	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 58 Paris Rd~~	NA		
23.27	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 60 Paris Rd			
23.28	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 30B (62) Paris Rd~~	NA		
23.29	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 31B (64)Paris Rd~~	NA		
23.30	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 68 Paris Rd			
23.31	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 70 Paris Rd			
23.32	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 72 Paris Rd			
23.33	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 74 Paris Rd~~	NA		
23.34	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 80 Paris Rd~~	NA		
23.35	020590		NA	~~ACM Waste Manifests, ACM Removal Letter (RACM) - 82 Paris Rd~~	NA		
24.01	020700			Landfill Receipts For General Demolition - 504 Bay Point Rd			
24.02	020700			Landfill Receipts For General Demolition - 506 Bay Point Rd			
24.03	020700			Landfill Receipts For General Demolition - 512 Bay Point Rd			
24.04	020700			Landfill Receipts For General Demolition - 520 Bay Point Rd			
24.05	020700			Landfill Receipts For General Demolition - 524 Bay Point Rd			
24.06	020700			Landfill Receipts For General Demolition - 526 Bay Point Rd			
24.07	020700			Landfill Receipts For General Demolition - 528 Bay Point Rd			
24.08	020700			Landfill Receipts For General Demolition - 530 Bay Point Rd			
24.09	020700			Landfill Receipts For General Demolition - 532 Bay Point Rd			
24.10	020700		NA	~~Landfill Receipts For General Demolition - XXX (B255, L8) Bay Point Rd~~	NA		
24.11	020700			Landfill Receipts For General Demolition - 536 Bay Point Rd			
24.12	020700			Landfill Receipts For General Demolition - 538 Bay Point Rd			
24.13	020700			Landfill Receipts For General Demolition - 540 Bay Point Rd			
24.14	020700			Landfill Receipts For General Demolition - 544 Bay Point Rd			
24.15	020700		NA	~~Landfill Receipts For General Demolition - 6 Paris Rd~~	NA		
24.16	020700			Landfill Receipts For General Demolition - 8 Paris Rd			
24.17	020700			Landfill Receipts For General Demolition - 9B Paris Rd			
24.18	020700			Landfill Receipts For General Demolition - 22 Paris Rd			
24.19	020700		NA	~~Landfill Receipts For General Demolition - 23B Paris Rd~~	NA		
24.20	020700		NA	~~Landfill Receipts For General Demolition - 26B Paris Rd~~	NA		
24.21	020700			Landfill Receipts For General Demolition - 32 Paris Rd			
24.22	020700			Landfill Receipts For General Demolition - 36 Paris Rd			
24.23	020700			Landfill Receipts For General Demolition - 42 Paris Rd			
24.24	020700			Landfill Receipts For General Demolition - 48 Paris Rd			
24.25	020700			Landfill Receipts For General Demolition - 56 Paris Rd			

SUBMITTAL LOG

PROJECT: P1154-00

CLIENT: DEP

CONTRACTOR: ??

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
24.26	020700			Landfill Receipts For General Demolition - 58 Paris Rd			
24.27	020700			Landfill Receipts For General Demolition - 60 Paris Rd			
24.28	020700		NA	~~Landfill Receipts For General Demolition - 30B (62) Paris Rd~~	NA		
24.29	020700		NA	~~Landfill Receipts For General Demolition - 31B (64) Paris Rd~~	NA		
24.30	020700			Landfill Receipts For General Demolition - 68 Paris Rd			
24.31	020700			Landfill Receipts For General Demolition - 70 Paris Rd			
24.32	020700			Landfill Receipts For General Demolition - 72 Paris Rd			
24.33	020700			Landfill Receipts For General Demolition - 74 Paris Rd			
24.34	020700			Landfill Receipts For General Demolition - 80 Paris Rd			
24.35	020700			Landfill Receipts For General Demolition - 82 Paris Rd			
25.01	020700		NA	~~Salvage & Recycling Receipts - 504 Bay Point Rd~~	NA		
25.02	020700			Salvage & Recycling Receipts - 506 Bay Point Rd			
25.03	020700		NA	~~Salvage & Recycling Receipts - 512 Bay Point Rd~~	NA		
25.04	020700		NA	~~Salvage & Recycling Receipts - 520 Bay Point Rd~~	NA		
25.05	020700			Salvage & Recycling Receipts - 524 Bay Point Rd			
25.06	020700		NA	~~Salvage & Recycling Receipts - 526 Bay Point Rd~~	NA		
25.07	020700		NA	~~Salvage & Recycling Receipts - 528 Bay Point Rd~~	NA		
25.08	020700		NA	~~Salvage & Recycling Receipts - 530 Bay Point Rd~~	NA		
25.09	020700		NA	~~Salvage & Recycling Receipts - 532 Bay Point Rd~~	NA		
25.10	020700		NA	~~Salvage & Recycling Receipts - XXX (B255, L8) Bay Point Rd~~	NA		
25.11	020700		NA	~~Salvage & Recycling Receipts - 536 Bay Point Rd~~	NA		
25.12	020700		NA	~~Salvage & Recycling Receipts - 538 Bay Point Rd~~	NA		
25.13	020700		NA	~~Salvage & Recycling Receipts - 540 Bay Point Rd~~	NA		
25.14	020700		NA	~~Salvage & Recycling Receipts - 544 Bay Point Rd~~	NA		
25.15	020700		NA	~~Salvage & Recycling Receipts - 6 Paris Rd~~	NA		
25.16	020700		NA	~~Salvage & Recycling Receipts - 8 Paris Rd~~	NA		
25.17	020700		NA	~~Salvage & Recycling Receipts - 9B Paris Rd~~	NA		
25.18	020700		NA	~~Salvage & Recycling Receipts - 22 Paris Rd~~	NA		
25.19	020700		NA	~~Salvage & Recycling Receipts - 23B Paris Rd~~	NA		
25.20	020700		NA	~~Salvage & Recycling Receipts - 26B Paris Rd~~	NA		
25.21	020700		NA	~~Salvage & Recycling Receipts - 32 Paris Rd~~	NA		
25.22	020700		NA	~~Salvage & Recycling Receipts - 36 Paris Rd~~	NA		
25.23	020700		NA	~~Salvage & Recycling Receipts - 42 Paris Rd~~	NA		
25.24	020700		NA	~~Salvage & Recycling Receipts - 48 Paris Rd~~	NA		
25.25	020700		NA	~~Salvage & Recycling Receipts - 56 Paris Rd~~	NA		
25.26	020700		NA	~~Salvage & Recycling Receipts - 58 Paris Rd~~	NA		
25.27	020700		NA	~~Salvage & Recycling Receipts - 60 Paris Rd~~	NA		
25.28	020700		NA	~~Salvage & Recycling Receipts - 30B (62) Paris Rd~~	NA		

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
25.29	020700		NA	~~Salvage & Recycling Receipts - 31B (64) Paris Rd~~	NA		
25.30	020700		NA	~~Salvage & Recycling Receipts - 68 Paris Rd~~	NA		
25.31	020700		NA	~~Salvage & Recycling Receipts - 70 Paris Rd~~	NA		
25.32	020700		NA	~~Salvage & Recycling Receipts - 72 Paris Rd~~	NA		
25.33	020700		NA	~~Salvage & Recycling Receipts - 74 Paris Rd~~	NA		
25.34	020700		NA	~~Salvage & Recycling Receipts - 80 Paris Rd~~	NA		
25.35	020700		NA	~~Salvage & Recycling Receipts - 82 Paris Rd~~	NA		
26.01	020700		NA	~~DOL/OSHA Sampling Results - 504 Bay Point Rd~~	NA		
26.02	020700		NA	~~DOL/OSHA Sampling Results - 506 Bay Point Rd~~	NA		
26.03	020700		NA	~~DOL/OSHA Sampling Results - 512 Bay Point Rd~~	NA		
26.04	020700		NA	~~DOL/OSHA Sampling Results - 520 Bay Point Rd~~	NA		
26.05	020700		NA	~~DOL/OSHA Sampling Results - 524 Bay Point Rd~~	NA		
26.06	020700		NA	~~DOL/OSHA Sampling Results - 526 Bay Point Rd~~	NA		
26.07	020700		NA	~~DOL/OSHA Sampling Results - 528 Bay Point Rd~~	NA		
26.08	020700		NA	~~DOL/OSHA Sampling Results - 530 Bay Point Rd~~	NA		
26.09	020700		NA	~~DOL/OSHA Sampling Results - 532 Bay Point Rd~~	NA		
26.10	020700		NA	~~DOL/OSHA Sampling Results - XXX (B255, L8) Bay Point Rd~~	NA		
26.11	020700		NA	~~DOL/OSHA Sampling Results - 536 Bay Point Rd~~	NA		
26.12	020700		NA	~~DOL/OSHA Sampling Results - 538 Bay Point Rd~~	NA		
26.13	020700		NA	~~DOL/OSHA Sampling Results - 540 Bay Point Rd~~	NA		
26.14	020700		NA	~~DOL/OSHA Sampling Results - 544 Bay Point Rd~~	NA		
26.15	020700		NA	~~DOL/OSHA Sampling Results - 6 Paris Rd~~	NA		
26.16	020700		NA	~~DOL/OSHA Sampling Results - 8 Paris Rd~~	NA		
26.17	020700		NA	~~DOL/OSHA Sampling Results - 9B Paris Rd~~	NA		
26.18	020700		NA	~~DOL/OSHA Sampling Results - 22 Paris Rd~~	NA		
26.19	020700		NA	~~DOL/OSHA Sampling Results - 23B Paris Rd~~	NA		
26.20	020700		NA	~~DOL/OSHA Sampling Results - 26B Paris Rd~~	NA		
26.21	020700		NA	~~DOL/OSHA Sampling Results - 32 Paris Rd~~	NA		
26.22	020700		NA	~~DOL/OSHA Sampling Results - 36 Paris Rd~~	NA		
26.23	020700		NA	~~DOL/OSHA Sampling Results - 42 Paris Rd~~	NA		
26.24	020700		NA	~~DOL/OSHA Sampling Results - 48 Paris Rd~~	NA		
26.25	020700		NA	~~DOL/OSHA Sampling Results - 56 Paris Rd~~	NA		
26.26	020700		NA	~~DOL/OSHA Sampling Results - 58 Paris Rd~~	NA		
26.27	020700		NA	~~DOL/OSHA Sampling Results - 60 Paris Rd~~	NA		
26.28	020700		NA	~~DOL/OSHA Sampling Results - 30B (62) Paris Rd~~	NA		
26.29	020700		NA	~~DOL/OSHA Sampling Results - 31B (64) Paris Rd~~	NA		
26.30	020700		NA	~~DOL/OSHA Sampling Results - 68 Paris Rd~~	NA		
26.31	020700		NA	~~DOL/OSHA Sampling Results - 70 Paris Rd~~	NA		

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
26.32	020700		NA	~~DOL/OSHA Sampling Results - 72 Paris Rd~~	NA		
26.33	020700		NA	~~DOL/OSHA Sampling Results - 74 Paris Rd~~	NA		
26.34	020700		NA	~~DOL/OSHA Sampling Results - 80 Paris Rd~~	NA		
26.35	020700		NA	~~DOL/OSHA Sampling Results - 82 Paris Rd~~	NA		
27.01	312300		NA	~~Compaction Testing Results - 504 Bay Point Rd~~	NA		
27.02	312300		NA	~~Compaction Testing Results - 506 Bay Point Rd~~	NA		
27.03	312300		NA	~~Compaction Testing Results - 512 Bay Point Rd~~	NA		
27.04	312300		NA	~~Compaction Testing Results - 520 Bay Point Rd~~	NA		
27.05	312300		NA	~~Compaction Testing Results - 524 Bay Point Rd~~	NA		
27.06	312300		NA	~~Compaction Testing Results - 526 Bay Point Rd~~	NA		
27.07	312300		NA	~~Compaction Testing Results - 528 Bay Point Rd~~	NA		
27.08	312300		NA	~~Compaction Testing Results - 530 Bay Point Rd~~	NA		
27.09	312300		NA	~~Compaction Testing Results - 532 Bay Point Rd~~	NA		
27.10	312300		NA	~~Compaction Testing Results - XXX (B255, L8) Bay Point Rd~~	NA		
27.11	312300		NA	~~Compaction Testing Results - 536 Bay Point Rd~~	NA		
27.12	312300		NA	~~Compaction Testing Results - 538 Bay Point Rd~~	NA		
27.13	312300		NA	~~Compaction Testing Results - 540 Bay Point Rd~~	NA		
27.14	312300		NA	~~Compaction Testing Results - 544 Bay Point Rd~~	NA		
27.15	312300		NA	~~Compaction Testing Results - 6 Paris Rd~~	NA		
27.16	312300		NA	~~Compaction Testing Results - 8 Paris Rd~~	NA		
27.17	312300		NA	~~Compaction Testing Results - 9B Paris Rd~~	NA		
27.18	312300		NA	~~Compaction Testing Results - 22 Paris Rd~~	NA		
27.19	312300		NA	~~Compaction Testing Results - 23B Paris Rd~~	NA		
27.20	312300		NA	~~Compaction Testing Results - 26B Paris Rd~~	NA		
27.21	312300		NA	~~Compaction Testing Results - 32 Paris Rd~~	NA		
27.22	312300		NA	~~Compaction Testing Results - 36 Paris Rd~~	NA		
27.23	312300		NA	~~Compaction Testing Results - 42 Paris Rd~~	NA		
27.24	312300		NA	~~Compaction Testing Results - 48 Paris Rd~~	NA		
27.25	312300		NA	~~Compaction Testing Results - 56 Paris Rd~~	NA		
27.26	312300		NA	~~Compaction Testing Results - 58 Paris Rd~~	NA		
27.27	312300		NA	~~Compaction Testing Results - 60 Paris Rd~~	NA		
27.28	312300		NA	~~Compaction Testing Results - 62 Paris Rd~~	NA		
27.29	312300		NA	~~Compaction Testing Results - 64 Paris Rd~~	NA		
27.30	312300		NA	~~Compaction Testing Results - 68 Paris Rd~~	NA		
27.31	312300		NA	~~Compaction Testing Results - 70 Paris Rd~~	NA		
27.32	312300		NA	~~Compaction Testing Results - 72 Paris Rd~~	NA		
27.33	312300		NA	~~Compaction Testing Results - 74 Paris Rd~~	NA		
27.34	312300		NA	~~Compaction Testing Results - 80 Paris Rd~~	NA		

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
27.35	312300		NA	~~Compaction Testing Results - 82 Paris Rd~~	NA		
28	GC		NA	~~HUD/CDBG-DR - Contractor Information Form (submit with each invoice)~~	NA		
29	GC		NA	~~HUD/CDBG-DR - Business Contact Log (submit with each invoice)~~	NA		
30	GC		NA	~~HUD/CDBG-DR - Community Outreach Log (submit with each invoice)~~	NA		
31	GC		NA	~~HUD/CDBG-DR - Section 3 Business Certification (submit with each invoice)~~	NA		
32	GC		NA	~~HUD/CDBG-DR - Section 3 Resident Certification (submit with each invoice)~~	NA		
33	017800			Closeout Submittal DPMC 11(Final Invoice), 11.2 (SOV) & 11.2a (Cert Prime)			
34	017800			Closeout Submittal DPMC 20 Final Contract Acceptance			
35	017800			Closeout Submittal DPMC 20r(2) ORIGINAL Consent of Surety w/raised seal (cannot be emailed)			
36	017800			Closeout Submittal DPMC 20d Certificate of Substantial Completion			
37	017800			Closeout Submittal One (1) Year Performance Warranty			

DPMC / WJF Revised 17 02-23

State of New Jersey – Department of Environmental Protection – Division of Fish & Wildlife

Special Use Permit

TYPE OF USE - _____

AREA - _____

SPECIFIC USE AND LOCATION - _____

_____

_____

_____

DURING THE PERIOD FROM - _____ **TO** _____

PERMITTEE/GROUP NAME - _____

ADDRESS - _____

CONTACT NAME _____ **TELEPHONE -** _____

Subject to the following terms and conditions:

1. The Permittee will pay a permit fee of $ _____for the period covered by this permit. This fee is due _____.

2. The Permittee will pay all taxes or assessments, if any, levied against the premises covered by this permit.

3. This permit may not be assigned, in whole or in part, to any other person. The premises covered by this permit are solely for the personal use of the Permittee; no commercial activity is allowed.

4. The Permittee will keep the premises and any structures on them in good order and repair and upon the termination of this permit, the premises shall be left in as good a condition as the same are now, reasonable wear and tear excepted.

5. The Permittee shall, in the use of the premises, conform to all laws, orders and regulations of the federal, State and local governments pertaining to the premises and the permittee's use of the premises. These laws include, but are not limited to, the State's land use laws which are overseen and permitted by the Department's Division of Land Use Regulation. For more information, go to http://www.state.nj.us/dep/landuse/.

6. No signs or advertisements of any description will be permitted to be painted or posted on the premises other than those approved in writing by the State of New Jersey, Department of Environmental Protection, Division of Fish and Wildlife.

7. The Permittee agrees to abide by the rules and regulations of the Department of Environmental Protection now existing or hereafter adopted concerning the use of the premises and agrees to cause others to obey such rules and regulations.

8. The premises shall be kept neat and clean and the Permittee will at his or her own expense, make such arrangements as may be necessary to remove or dispose of all garbage, rubbish or other waste accumulated by the Permittee on the premises due to Permittee's activities.

9. Permittee shall secure and maintain in force comprehensive general liability insurance as broad as the standard coverage form currently in use in the State of New Jersey including coverage for product liability, protection and indemnity. Broad form contractual liability and broad form liability damage endorsements against claims for bodily injury, death or property damage growing out of or connected with activity on the premises conducted by Permittee, its employees, volunteers, agents, contractors, subcontractors, consultants or other persons providing service and performing activity as part of Permittee's activities on the premises. Limits of liability shall not be less than One Million ($1,000,000.00) Dollars combined single limit per occurrence.

The State of New Jersey, Department of Environmental Protection shall be named as an "Additional Insured."

10. Permittee shall also procure and provide proof of coverage, prior to entering the premises, for the following types of insurance, as applicable:
    a. Workers' Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than:

       $1,000,000 BODILY INJURY, EACH OCCURRENCE
       $1,000,000 DISEASE EACH EMPLOYEE
       $1,000,000 DISEASE AGGREGATE LIMIT

    b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily and property damage shall not be less than $1 million per occurrence as a combined single limit.

    c. Any other insurance or bonds in the types and amounts a dictated on the permit and as required by the Department.

11. Coverage must be written with a licensed insurance carrier authorized to do business in the State of New Jersey.

12. Permittee shall provide the State of New Jersey with a current Certificate of Insurance prior to the commitment of the term evidencing coverage and renewals thereof which must contain the provision that the insurance provided in the Certificate shall not be cancelled for any reason except after giving thirty days written notice to:

    State of New Jersey
    Department of Environmental Protection
    Division of Fish & Wildlife
    PO Box 420
    Mail Code 501-03
    Trenton, NJ 08625-0420

13. The Permittee shall, for the Permittee and the Permittee's successors and assigns, assume all risks and liabilities arising out of the Permittee's use, operation, and maintenance of the premises. The Permittee covenants to defend, protect, indemnify, and save harmless the Department and hereby releases the Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the premises, or in any manner growing out of or connected with the use, nonuse, or condition of the premises; violation of any condition of this permit by the Permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the Permittee; violation by the Permittee of any federal, State, or local law, ordinance, or regulation affecting the premises and/or the Permittee' use thereof; or any act, error or omission by the Permittee, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the Permittee in the performance of this permit. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this permit.

14. The Permittee will not erect any structures or additions to existing structures or make any changes in the natural condition of the premises without the approval in writing of the Department of Environmental Protection.

15. This permit will expire on the last day of the terms stated and may be renewed only upon the acceptance by the Department of Environmental Protection of a new application in writing, upon payment of the permit fee and submission of proof of public liability and property damage insurance coverage. The renewal application must be made two (2) months before the expiration of the original permit in order for the activities to continue without interruption.

16. Authorized agents of the Department of Environmental Protection will at all times have the right to enter upon the premises for the purpose of making inspections.

17. This permit may be revoked or modified if, in the judgment of the Department of Environmental Protection, such action will best serve the interests of the State of New Jersey. Such revocation will be effective immediately or upon such terms as the Department of Environmental Protection determines in the Department's sole discretion.

18. In the event of revocation or modifications of this Special Use Permit resulting from actions of the Permittee, the permit fee or any part thereof is not refundable.

19. This permit grants no privilege other than those which are set forth herein.

20. The Permittee shall not charge any fee for use of the premises by any individual, group, entity, organization, etc. without the written approval of the Department.

21. The Permittee shall, during the term of this permit, promptly pay when due all taxes and/or assessments, together with interest and penalties thereon that are levied upon or assessed by any government body by reason of the Permittee's use of the premises. The Permittee immediately shall forward any notice of such tax payment to the Department and any notice of assessment, tax bill, or any other notice, correspondence or document relating to local property taxation of the premises to the Department.

22. The Permittee shall be solely responsible for supervision of the permitted activity as well as the activities of any and all contractors, subcontractors, agents, volunteers, and any other persons under Permittee's control. The Permittee shall immediately notify the Department by calling 877-WARN-DEP (877-927-6337) of any and all incidents whether resulting in injury or not, violations of the permit, violations of the law, or any other such incidents.

23. The Permittee shall be responsible for the protection of Permittee's personal property. The Department shall not be liable to the Permittee for any loss, damage, or destruction of the Permittee's personal property.

24. The Permittee shall not abuse, mutilate, injure, remove, or destroy any living plant without the permission of the Regional Superintendent. All abused, mutilated, injured, removed, or destroyed plants shall be replaced per the Regional Superintendent's plan for restoration.

25. The Permittee shall not abuse, mutilate, injure, remove, or destroy any living animal. If Permittee abuses, mutilates, injures, removes, or destroys a living animal, Permittee shall be subject to the fines, penalties, and punishment as allowed by law.

26. The Permittee shall not abuse, mutilate, injure, remove, or destroy any structure or physical feature. If Permittee abuses, mutilates, injures, removes, or destroys any structure or physical feature, Permittee shall be responsible for the full cost of repairing or replacing such structure or physical feature at Permittee's sole expense.

27. The Permittee shall not abuse, mutilate, injure, remove, or destroy the ground or any land without the permission of the Regional Superintendent. Any abused, mutilated, injured, removed, or destroyed ground or land shall be restored per the Regional Superintendent's plan for restoration.

28. If the Permittee is conducting research, this permit does not confer any rights beyond the collection of samples. Any commercialization of the research, including licensing or any other type of legal protection or agreement, must be negotiated with the Department separately from this permit.

29.

Signed the _____ **Day of** _____ _____

_____
Permittee

_____
Regional Superintendent

Work Area
Write a description for your map.
Legend
Untitled Path
Mt Bay Point Rd
Google Earth
© 2017 Google
N
200 ft

SPECIFICATION

DEMOLITION OF RESIDENTIAL PROPERTIES

504, 506, 512, 520, 524, 526, 528, 530, 532, 536 and 544 Bay Point Road
6, 8, 22, 32, 36, 48, 56, 58, 60, 62, 64, 68, 70, 72, 74, 80 and 82 Paris Road

LAWRENCE TOWNSHIP, CUMBERLAND COUNTY, N.J.

PROJECT NUMBER P1154-00

STATE OF NEW JERSEY
Honorable Chris Christie, Governor
Honorable Kim Guadagno, Lieutenant Governor

DEPARTMENT OF THE TREASURY
Ford M. Scudder, State Treasurer

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
Christopher Chianese, Director
Richard Flodmand, Deputy Director

CDM SMITH INC.
110 Fieldcrest Avenue
Edison, New Jersey 08837
Tel: 732.225.7000 Fax: 732.225.7851

_____
Dana M. Boyadjian
New Jersey Professional Engineer - License No. 24GE02936300

January 25, 2017

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STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

R E V I S E D

DECEMBER 2015

INSTRUCTIONS TO BIDDERS

AND

GENERAL CONDITIONS

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INSTRUCTIONS TO BIDDERS

IB 1 Bid Proposals

IB 1.1 Sealed proposals for the work described herein must be received and time-stamped in the Plan Room, Division of Property Management and Construction (DPMC), 9th Floor, 33 West State Street, P O Box 034, Trenton, NJ 08625-0034. The closing date and time for bids will be stated in the Advertisement for Bid. Bidders are cautioned that reliance on the US Postal Service or other mail delivery or courier service for timely delivery of proposals is at the bidders' risk. Failure by a bidder to have a sealed proposal reach DPMC by the prescribed time will result in rejection of the unopened submission.

IB 1.2 Bids may be accepted on the following branches of work, as applicable:

a. Lump Sum All Trades
b. General Construction
c. Structural Steel
d. Plumbing
e. Heating, Ventilating and Air Conditioning
f. Electrical
g. Special Categories as may be required

IB 1.3 Contractors classified by DPMC may obtain contract documents at the DPMC address above, or upon written request, subject to payment of applicable fees. Each bidder is herewith put on notice that its general classification by DPMC is not the sole basis for qualification for the award of work. The Director reserves the right to deny award to any bidder that is not clearly responsible, based upon experience, past performance, financial capability or other material factors, to perform the work required herein.

IB 1.4 The schedule of non-refundable bid fees below is based upon individual trade construction cost estimates. Upon request and at no cost the DPMC will furnish a set of the contract documents for review in the offices of the division at the address noted in paragraph IB1.1 above.

DPMC BID DOCUMENTS FEE SCHEDULE (PER PACKAGE):

TRADE ESTIMATE	DOCUMENT FEE	MAILING FEE
$100,000 or less	No charge	$25.00
Greater than $100,000	$ 65.00	$25.00

IB 1.5 Bid proposals based upon the plans, specifications, general, special and supplementary conditions and bulletins shall be deemed as having been made by the contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the contractor required under the terms of the contract. The State will not allow claims for additional costs as a result of the contractor's failure to become aware of the reasonably observable conditions affecting its required performance. The bidder is required to make appropriate allowances in the preparation of the bid for the

accommodation of such conditions. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the site at the time the bid is submitted.

IB 1.6 Bid proposals shall be submitted on the standard form provided by DPMC, enclosed in a sealed envelope issued by DPMC. The name and address of the bidder must be indicated on the envelope, as well as indication of the DPMC project number, project location and other appropriate identification.

IB 1.7 All amounts in the bid documents shall be stated in numerical figures only.

IB 1.8 The bidder must include in the bid envelope: (1) the proposal signed by the bidder, (2) the executed affidavit of non-collusion, (3) the executed Source Disclosure Certification Form as further described in section IB1.11, (4) the executed Disclosure of Investment Activities in Iran Form and (5) bid security as further described in Section IB6.

IB 1.9 Proposals shall remain open for acceptance and may not be withdrawn for a period of 60 calendar days after the bid opening date.

IB 1.10 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be rejected as non-responsive.

IB 1.11 Procurement Reform

a. RESTRICTIONS ON POLITICAL CONTRIBUTIONS – In accordance with N.J.S.A. 19:44A-20.13, *et seq.*, bidders submitting a bid on or after October 15, 2004, shall be required to submit a Certification and Disclosure Form and Ownership Disclosure Form for all Business Entities. These forms must be submitted by the bidder and approved prior to contract award.

   N.J.S.A. 19:44A-20.13, *et seq*, prohibits State departments, agencies and authorities from entering into a contract that exceeds $17,500 with an individual or entity that has made a contribution to that political party committee. N.J.S.A. 19:44A-20.13, *et seq,* further requires the disclosure of all contribution to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The successful bidder shall also be required to adhere to all continuing obligations contained in N.J.S.A. 19:44A-20.13, *et seq*, regarding contributions and disclosures as required in N.J.S.A. 19:44A-20.13, *et seq*.

b. Source Disclosure Certification - Pursuant to N.J.S.A. 52:34-13.2, *et seq.*, all bidders submitting a proposal shall be required to complete a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracted services will be performed. The Source Disclosure Certification will be attached to the bid proposal.

c. MacBride Principles - Pursuant to N.J.S.A. 52:34-12.2, a bidder must complete a certification on the DPMC form provided prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates pursuant to N.J.S.A. 52:34-12.2, that the bidder has no ongoing business activities in Northern Ireland and does not maintain a physical

presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a contractor who would otherwise be awarded a contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, it is in the best interest of the State to award the contract or agreement to the next responsible bidder who has completed the certification. If the Director finds the contractor to be in violation of the principles which are the subject of this law, s/he shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contractor in default and seeking debarment or suspension of the contractor.

d. Investment Activities in Iran - Pursuant to N.J.S.A. 52, 32-55, *et seq.*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their bid on the DPMC form provided 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's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

IB 2 Bid Modification

IB 2.1 A bidder may modify its bid proposal by electronic mail or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the DPMC prior to such closing time. A mailed confirmation of any modification signed by the bidder must have been mailed and time-stamped by the US Postal Service prior to the specified closing time. Such confirmation, whether transmitted electronically or by mail, shall be accompanied by a newly executed affidavit of non-collusion.

IB 2.2 Communications shall not reveal the basic bid price but shall only provide the amount to be added, subtracted or modified so that the final prices or terms will not be revealed until the sealed proposal is opened. If written confirmation of the telegraphic modification is not received within two working days after the scheduled closing time, no consideration will be given to the telegraphic modification.

IB 2.3 Bids may be withdrawn upon receipt of a bidder's written request prior to the time fixed for the bid opening. A bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to the Director. The written request shall be signed by an authorized corporate officer. A determination of whether the bidder will be released shall be at the sole discretion of the Director, who shall issue a finding within five working days of receipt of all pertinent information relating to such request for relief.

IB 3 Consideration of Bids

IB 3.1 Award of Contracts or Rejection of Bids:

a. Contracts will be awarded to the lowest responsible bidder. The awards will be made, or the bids rejected, within 60 calendar days from the date of the opening of bids. At the discretion of the Director, a bid extension may be requested from the bidders if circumstances warrant an extension.

b. The Director reserves the right to award the contract on the basis of the single bid for the entire work, or on the basis of a separate bid and alternate, or any combination of separate bids and alternates, which the Director deems best serves the interest of the State.

c. The Director reserves the right to waive any bid requirements when such waiver is in the best interests of the State, and where such waiver is permitted by law. Such waiver shall be at the sole discretion of the Director.

d. The Director reserves the right to reject any and all bids when such rejection is in the best interests of the State. The Director also may reject the bid of any bidder which, in the Director's judgment, is not responsible or capable of performing the contract obligations based on financial capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before the Director by filing a written notice.

IB 3.2 The bidder to be awarded the contract shall execute and deliver the requisite contract documents, including payment and performance bonds, within the time specified. Upon the bidder's failure or refusal to comply in the manner and within the time specified, the Director may either award the contract to the next low responsible bidder or re-advertise for new proposals. In either case, the Director may hold the defaulting bidder and its surety liable for the difference between the applicable sums quoted by the defaulting bidder and the sum which the State may be obligated to pay to the contractor which is contracted to perform and complete the work of the defaulting bidder.

IB 4 Awards

IB 4.1 In executing a contract, the successful bidder agrees to perform the required work in a good and workmanlike manner to the reasonable satisfaction of the Director, and to complete all work within the number of calendar days specified in its contract.

IB 4.2 Successful bidders will be notified of the time and place for the signing of contracts. Key requirements in the contract, including, but not limited to, the number of days of performance of the contract, manner and schedule of payments, and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting will be announced at the award meeting.

IB 4.3 The State reserves the right to award the contract upon the basis of a single bid for the entire work, or on the basis of separate bids for each prime trade when the total of the separate bids is less than the single bid. Alternates will be accepted or rejected in numerical sequence as cited in the bid documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The State may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence from the first to the last. This limitation shall not apply, however, to any alternates concerning proprietary items. The Director, with the approval of the Using Agency, may accept alternates out of sequence, provided the Director states the reasons for so doing, in writing, within five working days following the opening of bids.

IB 4.4 Should submission of unit prices be required for specified items of work in bid proposals, they will be considered in the evaluation of bids as set forth in the bid proposal form.

IB 4.5 The successful bidder and all of its subcontractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., regarding Equal Employment Opportunity in Public Works Contracts.

IB 5 Qualification of Bidders

IB 5.1 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State (foreign corporation), the award of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Division of Revenue. No award of contract will be made until the Division of Revenue confirms this authorization.

IB 5.2 The State requires that each contractor, except in the case of a single contractor, shall perform a minimum of 35 percent of the contract work by the contractor's own forces. However, the Director has the sole discretion to reduce this percentage depending upon the nature and circumstances in any particular case, if the Director determines that to do so would be in the best interests of the State, and provided that the bidder submits a written request with the original bid proposal.

IB 5.3 The State reserves the right to reject a bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of the Director, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work, regardless of the bidder's previous qualification or classification. The State may

conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity, and the bidder shall furnish all information and data for this purpose as requested by the State.

IB 5.4 Each bidder must be classified by DPMC in accordance with the provisions of the classification statute, NJSA 52:35-1, *et seq.*,. In the case of a single bid for all of the work, the bidder shall include in the bid the names of its principal subcontractors (in categories as listed in IB1.2 above), which must also be classified in accordance with the said statute.

IB 5.5 At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with "The Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48, *et seq.* All questions regarding registration shall be addressed to:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P O Box 389
Trenton NJ 08625-0389
Telephone: 609-292-9464
FAX: 609-633-8591

IB 5.6 In accordance with N.J.S.A. 52:32-44, *et seq.*Public Law 2001, Chapter 134, all contractors and subcontractors providing goods/services to State agencies and authorities are required to provide the contracting agency or authority with proof of registration with the Department of Treasury, Division of Revenue. The basic registration process involves the filing of Form NJ-Reg., which can be filed online at www.state.nj.us/njbgs/services.html or by calling (609) 292-7077 or (609) 292-1730.

IB 6 **Deposit and Bid Bond**

IB 6.1 The Proposal, when submitted, shall be accompanied by a Bid Bond satisfactory to the Director, for the sum of not less than fifty percent (50%) of the Total Bid including alternates, if applicable.

IB 6.2 The Bid Bond shall be properly filled out, signed, and witnessed.

IB 6.3 The Bid Bond shall be accompanied by a copy of the power of attorney executed by the surety company or companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

IB 6.4 If the bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a contract, then such bidder and the bid bond surety, where applicable, shall be obligated to pay to the State the difference between the amount of the bid and the amount which the State contracts to pay another party to perform the work. The bidder and the surety shall pay, upon demand, the entire amount of the State's difference in cost. Should there be a deficiency in excess of the bid deposit, the bidder shall make immediate payment to the State for any such deficiency. Nothing contained herein shall be construed as a waiver of any other legal remedies that the State may have against the contractor.

IB 6.5 Attorneys-in-fact who sign bid bonds or contract bonds must file a certified power-of-attorney with the State indicating the effective date of that power.

IB 7 Performance and Payment Bond

IB 7.1 The successful bidder shall furnish within ten (10) calendar days after notice of award both a performance bond in statutory form in an amount equal to one hundred percent (100%) of the total contract price as security for the faithful performance of this contract and a payment bond in statutory form in amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. If combined, they must be for 200% of the award amount. No contract shall be executed unless and until each bond is submitted to and approved by the State. The surety must be presently authorized to do business in the State of New Jersey. In addition to the other coverage provided, the Bond shall cover all Contract guarantees and any other guarantees/warranties issued by the Contractor.

IB 7.2 The cost of all performance and payment bonds shall be paid for by the successful bidder.

IB 7.3 If at any time the State, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance or payment bond, the contractor shall, within ten calendar days after notice from the State to do so, substitute an acceptance bond (or bonds). The substituted bond(s) shall be in such form and sum and executed by such other surety or sureties as may be satisfactory to the State. The premiums on such bond(s) shall be paid by the contractor. No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptable bond to the State.

IB 7.4 Bonds must be legally effective as of the date the contract is signed. Each must indicate the contractor's name exactly as it appears on the contract. Current attorney-in-fact instruments and financial statement of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall conform in all respects to the requirement and language of NJSA 2A:44-143 to 147.

IB 8 Bulletins and Interpretations

IB 8.1 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to the opening of bids. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in accordance with this provision shall be unauthorized and not binding upon the State.

IB 8.2 Every request for an interpretation relating to clarification or correction of the plans, specifications, or other bid documents must be made in writing, addressed to the architect/engineer and the DPMC Director, and must be received at least five (5) working days prior to the date fixed for the opening of the bids. Any and all interpretations, clarifications or corrections and any supplemental instructions must be issued by the Director in the form of written bulletins and mailed by certified mail, return receipt requested, or by electronic notice to all prospective bidders not later than three (3) working days prior to the date of the opening of bids. All bulletins issued shall become part of the

contract documents and shall be acknowledged in all bid proposals. Failure of a bidder to acknowledge receipt of all such bulletins and interpretations by the time of bid opening shall result in its proposal being considered non-responsive, at the option of the Director.

IB 8.3 Each bidder shall be responsible for thoroughly reviewing the contract documents prior to the submission of bids. Bidders are advised that no claim for expenses incurred or damages sustained as a result of any error, discrepancy, omission, or conflict in the contract documents shall be recognized by the State unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with Section IB8.2 and provided the matter has not been addressed by the State through the issuance of a bulletin interpreting, clarifying or correcting such error, discrepancy, omission or conflict.

IB 9 Assignments

IB 9.1 The contractor shall not assign all or any part of this contract without written consent of the State. Money due (or to become due) the contractor hereunder shall not be assigned for any purposes whatsoever.

IB 10 Federal Excise Taxes and State Sales Tax

IB 10.1 In general, bidders, in preparing bids, must take into consideration applicable Federal and State tax laws.

IB 10.2 Materials, supplies or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all State-owned property are exempt from the State sales tax. The successful bidder must submit Division of Taxation form ST13, Exempt Use Certificate, to the seller of all materials, supplies or services that will be incorporated into the Work.

IB 10.3 Bidders must determine the current status and applicability of any tax laws, and the contractor may make no claim based upon any error or misunderstanding as to the applicability of any tax laws.

IB 10.4 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

IB 11 Restrictive Specifications

IB 11.1 Should any bidder determine before the bid due date that any portion of the specifications or drawings specify a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, the bidder shall immediately notify the Director in writing of such fact.

IB 11.2 If such notice is not given in a timely manner, it shall be assumed that the bidder has included the estimate of such sole source in the bid. However, if the Director is notified in a timely manner of the sole source of supply or manufacture, the Director may order the product re-bid or take other lawful action. Such action shall be at the Director's sole discretion.

IB 12 Offer of Gratuities

IB 12.1 Bidders are advised that the laws of New Jersey (NJSA 52:34-19) make it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. Also, Executive Order #189 (1988) requires that all requests for proposals and contracts issued by the State specify prohibitions on vendor (contractor) activities, the violation of which shall render the vendor liable to ineligibility for State contracts, pursuant to the debarment procedures set forth in N.J.A.C. 17:19-4.1., *et seq.* These prohibited activities include the following:

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by NJSA 52:34D-13b. and e., in the Department of Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by NJSA 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of NJSA 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of NJSA 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State offer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraphs IB12.1.a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission on Ethical Standards may promulgate under paragraph IB12.1.c. above.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS:

1.1.1 Architect/Engineer: The Architect/Engineer ("A/E") is the consultant engaged by the DPMC to prepare the design and perform certain contract administration functions in accordance with the provisions of its contract with the DPMC.

1.1.2 Bulletin: A document, issued by DPMC prior to the opening of bids, which supplements, revises or modifies the bid document(s).

1.1.3 Change in the Work: A change in the Project and the Contract Documents, including, but not limited to, an increase or decrease in the Work, an acceleration or extension of time for the performance of the Work.

1.1.4 Change Order: A written order, directing or authorizing a Change in the Work executed by the DPMC and agreed to by the Contractor (except in the case of unilateral change orders executed by DPMC) that includes all adjustments to work, compensation and/or time warranted by the Change in the Work.

1.1.5 Code Official: the individual licensed by the NJ Department of Community Affairs authorized to enforce the NJ Uniform Construction Code (UCC) and approve or reject the Work for NJ UCC compliance.

1.1.6 Construction Management Firm or "CMF": A person or firm that may be engaged by the DPMC to assist DPMC in the administration of its contracts.

1.1.7 Contract: The entire and integrated agreement between the Contractor and the DPMC encompassing all of the Contract Documents.

1.1.8 Contract Documents: The executed form of Contract, General Conditions, Supplementary Conditions, Supplementary Instructions, Bulletins, plans, specifications, instructions to bidders, addenda, responses to requests for information, Price Proposal, Change Orders, other amendments, including construction change directives, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

1.1.9 Contract Limit Lines The lines shown on the Contract Drawings that define the boundaries of the Project, and beyond which no construction work or activities may be performed by the Contractor unless otherwise noted on the drawings or specifications.

1.1.10 Contractor: The business entity with whom the DPMC enters a contract for the performance of the construction of a construction Project by the terms set forth in the Contract Documents.

1.1.11 Contract Price: The sum stated in the Contract, as it may be adjusted in accordance with the Contract Documents, that represents the total amount payable by the DPMC to the Contractor for performance of the Work.

1.1.12 Day: A calendar day, unless otherwise designated.

1.1.13 Director: The person authorized by statute to administer the design, engineering and construction of all State buildings and facilities. The Director is the contracting officer representing the State personally or through authorized representatives in all relationships with Contractors, consultants and Architects/Engineers. This includes designees or an authorized administrative contracting officer acting within the limits of his or her authority. The Director or his or her duly authorized representative is the interpreter of the conditions of this contract and the judge of its performance.

1.1.14 Division of Property Management and Construction (DPMC): The State of New Jersey's contracting agency for the design and construction of State facilities.

1.1.15 Final Acceptance and Completion: The date following receipt and acceptance by DPMC of all administrative and close-out documents. Following acceptance, the DPMC will issue a Certificate of Final Acceptance and Completion for the Project.

1.1.16 Generally Accepted Accounting Principles: The common set of accounting principles, standards and procedures that companies use to compile their financial statements. Accounting records must identify all labor and material costs and expenses, whether they are direct or indirect. The identity must include at least the Project number for direct expenses and/or account number for indirect expenses.

1.1.17 NJUCC or Code: The New Jersey Uniform Construction Code which governs the permit and approval process for construction projects.

1.1.18 Notice: A written directive or communication given by DPMC to the Contractor to act or perform work or carry out some other contractual obligation, or a written communication to be served by the Contractor upon the State. A notice served on the Contractor will be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes regular mail, e-mail, delivery by courier, or registered or certified mail, or facsimile to the Contractor's business address cited in the Contract documents. A notice from the Contractor to the State shall be deemed to have been duly served only if delivered to the Director or the Director's duly authorized representative.

1.1.19 Notice to Proceed: The written communication issued by the DPMC to the Contractor directing the Contractor to begin the Work. The contract calendar day duration period will commence on the effective date noted.

1.1.20 Project: The term for the entire public works engagement. It includes the design, construction work and all administrative aspects required to fully complete the engagement.

1.1.21 Punch List: The list of incomplete or defective Work, compiled by DPMC and/or its authorized representative, which remains to be completed after achievement of Substantial Completion.

1.1.22 Schedule: The time tracking mechanism that establishes the Project's allotted time requirements for completion as more specifically described in Article 6 of these General Conditions. When the construction activity items of the schedule have a monetary value associated with them, the schedule is referred to as a "costed" or "cost-loaded" schedule.

1.1.23 Site: The geographical location of the facility or property at which the Work under the Contract is to be performed.

1.1.24 State or Owner: The State of New Jersey, acting through DPMC.

1.1.25 Subcontractor: The business entity that enters into an agreement with the Contractor for the performance of work or materials under this Contract. Also refers to any agreement between a Subcontractor and any of lower tier Subcontractors. Such an agreement creates no relationship, legal or otherwise, between the DPMC and the Subcontractor(s) and/or lower tier Subcontractor(s).

1.1.26 Substantial Completion: The date when all essential requirements of the Contract Documents have been satisfied so that the purpose of the Contract Documents is accomplished, as determined by the DPMC including training of staff by the Contractor on all equipment, and resulting in the issuance of a temporary Certificate of Occupancy, a permanent Certificate of Occupancy or a permanent Certificate of Acceptance and when the Work and the facility can be safely occupied and used in accordance with its intended purpose. DPMC may condition issuance of a Certificate of Substantial Completion upon satisfactory receipt of critical documents.

1.1.27 Unit Schedule Breakdown: A detailed list of the Work activities required for Project construction, other elements associated with fulfilling the requirements of the Contract (bonds, insurance, etc.), major items of material, labor or equipment, and the prices associated with each of them.

1.2.28 Using Agency: The State department or agency for whom the construction project is being completed.

1.1.29 Work: All construction, supervision, labor, material and equipment necessary to complete the obligations under the Contract including Operation and Maintenance Manuals, Punch List completion, and As-Built Documents.

1.2 CONTRACT DOCUMENTS TO BE PROVIDED BY DPMC

Upon Contract award, the DPMC will furnish to the Contractor, free of charge, three copies of the drawings and specifications, and any additional instructions by means of supplemental contract documents as otherwise necessary for the proper execution of the Work, unless otherwise provided in the Contract Documents. Upon request, additional copies of the contract documents will be furnished at the Contractor's expense.

1.3 INTENT OF THE CONTRACT

1.3.1 The drawings, specifications and all of the Contract Documents are intended to require the Contractor to provide for everything necessary to accomplish the proper and complete finishing of all work. For the Project, the Contractor shall perform all of the obligations and work identified in the Contract Documents, regardless of the manner in which it is divided among the trades or the order in which it appears in the Contract Documents. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings and not in the specifications shall be performed and/or furnished by the Contractor. The Contractor shall include any incidental materials

and/or Work not indicated in the drawings and/or the specifications which are nevertheless necessary for the development of the Project and are reasonably inferable from the contract documents and industry practice. The Contractor shall perform all such work and furnish all such materials as if particularly delineated or described in the contract documents as part of the bid proposal.

1.3.2 The Contractor acknowledges that in preparing its bid, the Contractor had the obligation to raise any reasonably observable errors, omissions, ambiguities or discrepancies and request an interpretation of the alleged errors, omissions, ambiguities or discrepancies. If the Contractor failed to do so, it will have waived all rights to a Change Order or claim and the Contractor will be responsible to complete the Work as required, consistent with the intent of the Contract Documents as interpreted by the DPMC, without additional compensation.

1.3.3 No interpretation of the meaning of the plans, specifications or other Contract Documents provided prior to bid submission shall be binding upon the State for any purpose unless issued in a Bulletin.

1.3.4 The Contractor shall abide by and comply with the intent and meaning of the Contract Documents taken as a whole, and shall not take advantage of any error or omission, should any exist. Should the Contractor become aware of the existence of any error, omission or discrepancy, the Contractor shall immediately notify the DPMC and the Architect/Engineer of any such errors, omissions, ambiguities or discrepancies and seek correction or interpretation thereof prior to commencement of the Work at issue. The Architect/Engineer shall issue a written interpretation. The Contractor shall do no work outside of the Contract Documents, unless written authorization to proceed from the DPMC is received by the Contractor.

1.3.5 Each and every provision required by law to be inserted in the Contract Documents is deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, then upon application of either party, the Contract may be modified to provide for such insertion or correction.

1.3.6 The order of precedence pertaining to interpretation of Contract Documents is as follows:

a. Executed Contract

b. Bulletins and Instructions

c. Supplemental General Conditions

d. Specifications and General Conditions

e. Drawings, in the following order of precedence:

(1) Notes on drawings

(2) Large scale details

(3) Figured dimensions

(4) Scaled dimensions

1.3.7 Where there may be a conflict in the Contract Documents not resolvable by application of the provisions of this Article, then the more expensive labor, materials, or equipment shall be assumed to be required and shall be provided by the Contractor.

1.3.8 On all work, it shall be the responsibility of the Contractor, by personal inspection of the existing building, facility, plant or utility systems, to ascertain the accuracy of any information given. This shall be the case, whether or not such information is indicated on the drawings, included in the specifications, or shown in any other documentation that is available. The Contractor shall have an affirmative duty to make reasonable inquiry for all available information. The Contractor shall include the costs of all material and labor required to complete the Work based on inspection and reasonably observable conditions.

1.4 WORKDAYS

Regular working hours will be defined in the Contract Documents. Changes thereto may be granted with written approval of the DPMC representative. Any work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays as specially set forth in the Contract documents, as may be reasonably required and consistent with contractual obligations, shall be performed at the amount set forth in the Contractor's bid without additional expense to the State. The Contractor shall obtain written approval of the DPMC representative for performance of work after regular working hours or on non-regular workdays at least forty-eight (48) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency. If the Contractor seeks such approval for the overtime work, same shall be performed at no additional cost to the DPMC except in the event of an emergency, at which time, the DPMC, in its sole discretion, shall determine if the submitted overtime is compensable.

1.5 ASSIGNMENTS

The Contractor shall not assign all or any part of this Contract without the written consent of the Director. Money due (or to become due) the Contractor hereunder shall not be assigned for any purpose whatsoever without the written consent of the Director.

1.6 STATE SALES TAX

1.6.1 Materials, supplies or services for exclusive use in the construction of structures or buildings or otherwise improving, altering or repairing all State-owned property are exempt from the State sales tax.

1.6.2 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

ARTICLE 2 - OWNER/DPMC

2.1 DPMC'S REPRESENTATION

The DPMC will be represented on the Project by DPMC's designated representative(s). DPMC's designated representative(s) have only those duties that are required of the Owner under this Contract.

2.2 RIGHT TO PERFORM WORK

The DPMC may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of performing any work or installing any apparatus or carrying on any construction not included in the Contract Documents, or for any other reasonable purpose.

The DPMC shall have the right to defer the beginning of Work or to suspend the whole or any part of the Work whenever, in the sole discretion of the DPMC, it may be necessary or expedient for the State to do so.

2.3 MEANS AND METHODS

The State will not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The State will not be responsible for, nor have control or charge of, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

ARTICLE 3 - ARCHITECT/ENGINEER

3.1 DUTIES AND RESPONSIBILITIES

3.1.1 The Architect/Engineer ("A/E") is the consultant engaged by the DPMC to prepare the design and perform certain contract administration functions in accordance with the provisions of its contract with the DPMC.

3.2 PROGRESS MEETINGS

The Architect/Engineer will attend, chair and issue record minutes of bi-weekly job progress meetings.

3.3 SITE OBSERVATIONS

3.3.1 The Architect/Engineer will monitor the execution and progress of the Work. The Architect/Engineer will at all times be provided access to the Work. The Contractor shall provide facilities for such access so as to enable the Architect/Engineer to perform its functions.

3.3.2 The Architect/Engineer will not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The Architect/Engineer will not be responsible for, nor have control or charge of, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

3.4 SHOP DRAWINGS AND SUBMITTALS AND INVOICES

As more specifically described in Article 4, the Architect/Engineer will review, approve or take other appropriate action relating to Contractor's submittals, including shop drawings, product data and samples, and as – built drawings, to assure conformance with the requirements of the Contract. Such actions shall be taken with reasonable promptness. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.5 PAYMENT APPROVALS

3.5.1 The Architect/Engineer is responsible for the timely review of all invoices submitted by the Contractor. The Architect/Engineer shall inform the Contractor of any deficiencies therein. When the payment voucher is deemed accurate, the Architect/Engineer shall recommend approval of Contractor invoices.

3.5.2 The Architect/Engineer will review and recommend approval of Contractor closeout documentation in conjunction with the final application for payment.

ARTICLE 4 - THE CONTRACTOR

4.1 REVIEW OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS

4.1.1 The Contractor has the duty to thoroughly examine and be familiar with all of the Contract Documents and the Project site. The Contractor shall investigate and accurately determine the nature and location of the Work, the current building equipment and systems, labor and material conditions, and all matters which may in any way affect the Work or its performance.

4.1.2 The Contractor shall be deemed to have verified all reasonably observable conditions outside the Contract limit lines to determine whether any conflict exists with the Work that the Contractor is required to perform under the Contract. This includes but is not limited to a check on elevations, utility connections and other site data. If a condition changed from the time of the bid to the time of the issuance of the Notice to Proceed, the Contractor shall notify the Architect/Engineer immediately. The Contractor shall immediately report any conflicts prior to the bid proposal due date or waive any claim for additional compensation arising from such conflict.

4.1.3 During the progress of the Work, the Contractor shall immediately report in writing any alleged error, inconsistency, ambiguity or omission in the Contract Documents to DPMC. The Contractor shall not continue with any work that is affected by such alleged error, inconsistency, ambiguity or omission until the DPMC has had the opportunity to respond. Any error, inconsistency, ambiguity or omission shall be addressed pursuant to appropriate procedures set forth in these General Conditions.

4.1.4 Following notification of an alleged error, inconsistency, ambiguity or omission, the DPMC may issue supplemental instructions for the proper execution of the Work. The Contractor shall do no work without proper supplemental instructions. In giving such supplemental instructions, the DPMC will have the right to direct the Contractor to make minor changes in the Work without payment of additional monies. This provision is not intended to infringe upon or limit the DPMC's authority to otherwise direct changes in the Work, described elsewhere in these general conditions.

4.1.5 Where certain work is shown in complete detail, but not repeated in similar detail in other areas of the drawings, or if there is an indication of continuation with the remainder being shown only in outlines, the Work shown in detail shall be understood to be required in other like portions of the Project.

4.1.6 Unless otherwise directed in writing by the DPMC, the Contractor shall perform no portion of the Work without appropriate approvals as may be applicable and required by the Contract Documents.

4.1.7 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, materials, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution, protection, and completion of the Work.

4.2 INSURANCE

The Contractor shall secure and maintain in force, for the term of the Contract, insurance coverage provided in Section 13.4. The Contractor shall provide the State of New Jersey with current certificates of insurance for all coverage and renewals thereof which must contain a provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) calendar day's written notice to the State of New Jersey. If cancellation occurs, the Contractor shall immediately procure new coverage, not allowing any lapse of coverage to occur.

4.3 PERMITS, LAWS, AND REGULATIONS

4.3.1 The DPMC shall obtain and pay for the construction permits and inspections (building, plumbing, electrical, elevator and fire), required by the Department of Community Affairs (DCA). When permits are issued by DCA, the appropriate licensed Contractors and/or Subcontractors shall be required to fill out the Contractor section of the Sub-Code Technical Section and sign and affix their raised seal thereto.

4.3.2 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, and which are legally required at the time of receipt of bids.

4.3.3 All work must be done in accordance with the NJUCC. No work requiring inspections and approval by construction NJUCC code officials is to be covered or enclosed prior to inspection and approval by the appropriate NJUCC enforcement officials.

4.3.4 The Work performed pursuant to this Contract is exempt from local ordinances, codes and regulations as related to the building and the Site on which it is located, except in certain limited circumstances, where construction could adversely affect adjacent property, public sidewalks and/or streets. In those instances, the Contractor shall coordinate its activities with municipal and/or highway authorities having appropriate jurisdiction.

4.3.5 Immediately upon receipt of the contract award documents from the DPMC, the Contractor shall notify all utility companies involved regarding utility services required for completion of the Work. Such notification shall be in addition to any notification requirements imposed by law, including, without limitation, the Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq.

4.3.6 The Contractor shall perform all soil conservation measures in accordance with County Soil Conservation District requirements.

4.3.7 The Contractor shall perform all sewage disposal work in conformance with the regulations of the State's Department of Environmental Protection.

4.3.8 The Contractor shall be responsible for obtaining timely NJUCC inspections of the Work from the applicable State agency. The Contractor shall request such

inspections through DPMC authorized representatives allowing for sufficient notice to enable NJUCC inspections to be scheduled without delay to the Work.

4.3.9 Consistent with section 4.4 of these General Conditions, the Contractor shall be responsible for its own actions and protect, defend and indemnify the State from all fines, penalties or loss incurred for, or by reason of, the violation of any municipal ordinance or regulation or law of the State while the said work is in progress.

4.3.10 The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under.

4.3.11 If the Contractor causes a substantial violation of a State, local or federal statute or regulation on the Project, DPMC may declare the Contractor to be in default, and/or terminate the Contract.

4.3.12 Prior to the start of any crane equipment operations, the Contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (F.A.A.). When the F.A.A. has jurisdiction, the sequence of operations, timing and methods of conducting the Work shall be approved by the F.A.A.

4.3.13 The Contractor will establish an approved Silica Health and Safety Program when tasks generating crystalline silica dust are being performed. This program shall include engineering, work practice, and respiratory protection controls to reduce worker exposure to airborne respirable crystalline dust to levels that are as low as reasonably achievable. When tasks are performed that generate airborne crystalline dust, the Contractor will minimize worker exposure to dust by one, or a combination of the following methods: 1) dust suppression with water, 2) local exhaust ventilation to a high-efficiency dust collector, and/or 3) appropriate respiratory protection devices. The Contractor shall provide a trained, competent person, as defined by OSHA 29 CFR 1926, on site at all times to implement the Silica Health and Safety Program when tasks generating crystalline silca dust are being performed.

4.4 RESPONSIBILITY FOR THE WORK

4.4.1 The Contractor shall be responsible to the State and to any separate Contractors and/or consultants including, without limitation, the Architect/Engineer, for the acts, errors and omissions of its employees, Subcontractors and their agents and employees that injure, damage or delay such other Contractors and/or consultants in the performance of their work.

4.4.2 The Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the Work, both temporary and permanent, and to all adjoining property.

4.4.3 The Contractor shall, at its own expense, protect all finished work and keep the same protected until the Project (or identifiable portions thereof, that are declared as substantially complete and being used) is completed and accepted.

4.4.4 The Contractor shall be responsible for safety and for any damage or injury which may result from the Contractor's failure or improper construction, maintenance or operation.

4.4.5 In order to protect the lives and health of its employees, the Contractor shall comply with all applicable statutes and regulations and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain accurate records of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the Contract. If a conflict should exist with the requirements of the Federal Occupational Safety and Health Act of 1970, then the most stringent statute or pertinent provision shall apply.

4.5 INDEMNIFICATION

4.5.1 The Contractor shall assume all risk of and responsibility for, and agrees to protect, defend and indemnify the State of New Jersey, its agents, and its employees, from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs of expenses in connection therewith on account of the loss of life, property, injury or damage to the person, body or property of any person or persons whatsoever, resulting from the Contractor's performance on the Project or through the use of any improper or defective machinery, implements or appliances, or through any act or omission on the part of the Contractor or its agents, employees or servants, which shall arise from or result directly or indirectly from the Work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

4.5.2 In any and all claims against the State or any of its agents or employees, any employees of the Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

4.6 SUPERVISION

4.6.1 The Contractor shall attentively supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.6.2 The Contractor shall employ a full-time competent superintendent and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor. The State reserves the right to require a change in superintendent if the superintendent's performance, as judged by the DPMC, is deemed to be inadequate. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the Contractor, and all communications given to the foreman

shall be binding upon the Contractor. The Contractor shall not employ persons unfit or unskilled in the assigned area of work.

4.6.3 The Contractor shall ensure that its Subcontractors shall likewise have competent superintendents in charge of their respective portions of the Work at all times. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Subcontractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the subcontractor, and all communications given to the foreman shall be binding upon the subontractor. The Subcontractor shall not employ persons unfit or unskilled in the assigned area of work. If it becomes apparent that a Subcontractor does not have its portion of the Work under control of a competent foreman, the Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.

4.6.4 The Contractor shall employ qualified competent craftsmen in their respective lines of work. The State may require evidence that all employees have received sufficient training to execute the Work.

4.6.5 If, due to a trade agreement or project labor agreement, standby personnel are required to supervise equipment installation or for any other purpose during the normal working hours of other trades, the Contractor normally required to provide the standby services shall be deemed to have evaluated and included the costs thereof in its bid price and shall provide said services without additional charge.

4.6.6 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned.

4.7 SHOP DRAWINGS AND OTHER SUBMITTALS

4.7.1 The Contractor shall, within two weeks of the Notice to Proceed, submit to the Architect/Engineer, shop drawings and sample submission schedule for approval, which shall be used as a basis for complying with the overall progress schedule. The Contractor shall obtain, from its Subcontractor(s), all submittals including shop drawings, details, and schedules. The Contractor shall review the submittals for completeness and conformity with the Contract Documents, and shall stamp the submittals “approved”. The Contractor shall promptly forward two copies of each submittals in reproducible form to the Architect/Engineer, so as to cause no delay in its own work or that of any other contractor The DPMC Project number and the drawing and specification references shall be written or typed on all submissions. Failure to comply with these instructions will be sufficient reason to return the drawing to the Contractor without approval and any resulting delay in the Project shall be the sole responsibility of the Contractor.

4.7.2. The Architect/Engineer will review shop drawings and other submittals with reasonable promptness. The Contractor shall promptly make any corrections, if required by the Architect/Engineer, and resubmit a reproducible copy for approval. Within five (5) working days of final approval, the Contractor shall send the Architect/Engineer a

minimum of seven (7) prints of the finally approved shop drawings as well as seven (7) copies of all catalog cuts.

4.7.3 The Contractor shall prepare original shop drawings, and not simply copy the Contract Drawings for submission as shop drawings. All shop drawing sizes shall be in multiples of 9" x 12" (e.g., 18" x 24", 24" x 27", 24" x 36", etc.) as approved by the Architect/Engineer.

4.7.4 Any deviations or changes from the requirements of the Contract Documents, must be approved by the Architect/Engineer. A Contractor seeking approval for any deviations or changes must: a) make a written request for the proposed change; b) provide to the Architect/Engineer a detailed narrative description of the proposed change; c) highlight on the applicable drawing the proposed change; and d) furnish a detailed description of all potential impacts on the schedule and project budget.

4.7.5 Substitutions

4.7.5.1 Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality, may be accepted if approved by the Architect/Engineer and accepted by DPMC in writing.

4.7.5.2 In the event that a Contractor proposes a substitution to the specified equipment or materials, it shall be the Contractor's responsibility to submit proof of equality and to provide and pay for any tests which may be required by the DPMC in order to evaluate the proposal. If there is a substantial cost savings between the substitution and the specified equipment or material, the difference will be returned to the State in the form of a credit Change Order.

4.7.5.3 The application for the approval of a substitution must be submitted on the State form within 10 days of Notice to Proceed. Further, the submission shall include the following requirements:

a. A Full and complete identification information;

b. The identification of the paragraph and section of the specifications for which the substitution is proposed. The attachment of data indicating in detail whether and how the equipment or material differs, if at all, from the article specified;

d. A detailed explanation of any effect the proposed substitution will have on the scope of the Work and a certification that the Contractor agrees to be responsible for any and all resulting added costs to its Work and to any additional costs incurred by the Architect/Engineer in time, labor and/or redesign of the Contract Documents;

e. The submission of documents that demonstrate proof of equality, along with an agreement to have such tests performed at the Contractor's own expense as may be required for approval by the DPMC and/or the Architect/Engineer. The Contractor shall be responsible for the cost of reviews by the Architect/Engineer of subsequent submissions of additional information.

4.7.5.4 No Contractor shall base a bid on a substitution that may have been approved on previous Projects. Bids shall be based solely on plans and specifications of this Project.

4.7.5.5 The Contractor shall not proceed with the purchase or installation of a substitution without the written approval of DPMC. Any such installation may result in the assessment of costs for its removal at the Contractor's expense, and/or other damages and/or termination of the Contract for default.

4.7.6 Additional Submissions

4.7.6.1 Samples: The Contractor shall furnish, for approval, all required samples. Such samples shall be submitted in accordance with the shop drawing and sample submittal schedule. All work must be installed in accordance with approved samples.

4.7.6.2 Utility Service Connections: With respect to plumbing, fire-protection, HVAC, electrical and other machinery and mechanical equipment items requiring utility service connections, the Contractor must submit the respective shop drawings with the manufacturer's certified rough-in drawings, indicating accurate locations and sizes of all service utility connections.

4.7.6.3 Sleeve and Opening Drawings: Prior to installing service utilities or other piping, through structural elements of the building, the Contractor shall prepare and submit, for approval by the Architect/Engineer, accurate dimensional drawings indicating the positions and sizes of all sleeves and openings required to accommodate the Work and installation of the Contractor's piping, equipment, etc. All such drawings must contain reference to the established dimensional grid of the building. Such drawings must be submitted in accordance with the approved shop drawing and sample submission schedule.

4.7.6.4 Control Valve and Circuit Location Charts and Diagrams: For all plumbing, fire-protection, HVAC and electrical work, the Contractor shall prepare a complete set of inked or typewritten control valve and circuit location diagrams, charts and lists identifying and locating all such items, and shall place the charts, diagrams and lists under frame glass in designated equipment rooms. The Contractor shall also furnish one-line diagrams, as well as such color-coding of piping, wiring and other necessary identifications as specified or required. This information is to be framed under glass and displayed where directed.

4.7.6.5 Coordination Drawings: The Contractor shall create and update a complete, composite set of Coordination Drawings. The purpose of these drawings is to identify coordination and interference problems prior to installation. Coordination Drawings are required for all equipment rooms, above ceiling spaces, shared chases, and other areas where the Work of two or more trades is to be installed. The drawings shall be drawn to a scale not smaller than 1/4"=1'-0" (30"x42" sheet size) and shall show clearly in both plan and elevation that all Work can be installed without interference. At a minimum these drawings shall indicate:

a. The interrelationship of equipment and systems;

b. Required installation sequences;

c. Equipment foundations and pads, equipment, piping, conduits, racks, ductwork, insulation, panels, control centers, sprinkler and fire protection systems etc. and required clearances.

The Contractor shall prepare the coordination drawings based on the submitted shop drawings and Contract Documents. The Contractor shall prepare, submit and receive approvals for the Coordination Drawings before any sleeves or inserts are set, any floor openings are core drilled, or any equipment, equipment foundations, or related work is installed. The cost of preparing approved Coordination Drawings shall be included in the Contractor's price. DPMC may require the Contractor to identify Coordination Drawings as an item within the Schedule of Values, and incorporate them into in the Project schedule.

4.8 AS-BUILT DRAWINGS

4.8.1 The Contractor and each Subcontractor shall maintain on the Project Site at all times one set of drawings to be marked "AS-BUILT." The DPMC has the right to rely on accuracy of the “as-built” drawings provided by the Contractor. During the course of the Project, the Contractor shall mark these drawings with colored pencils to reflect any changes, as well as the dimension and the location of all pipe runs, conduits, traps, sprinkler and fire protection lines, footing depths or any other information not already shown on the drawings or differing therefrom. All buried utilities outside the building shall be located by a survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up drawings and surveys shall remain current and shall be made available to the DPMC or Architect/Engineer at all times during the progress of the Work.

4.8.2 In instances where shop drawings and/or erection drawings, of a scale larger than the Contract Drawings, are prepared by the Contractor, such drawings may be acceptable “as-built” drawings provided they are updated. A master sheet of the same dimensions as the Contract Drawings shall be prepared by the Contractor that shall indicate, sheet by sheet, a cross-reference to all shop drawings pertaining to that drawing.

4.8.3 The Contractor shall submit the "as-built" documents to the Architect/Engineer with a certification as to the accuracy of the information thereon at the time of Contract completion and before final payment will be made to the Contractor. After acceptance by the Architect/Engineer, the Contractor will furnish two sets of all shop drawings used for "as-built" documentation.

4.8.4 All "as-built" drawings as submitted by Contractors shall be dated and labeled "AS-BUILT" above the title block. This information shall be checked, edited and certified by the Architect/Engineer, who will then transpose such information from the Contractor's "as-built" drawings to the original drawings. Where shop drawings have been used by the Contractor for "as-built" documentation, the master sheet providing cross reference information, as described in section 4.8.2, shall be included in the set of "as-built" drawings furnished to DPMC.

4.9 EXCAVATIONS, CUTTING AND PATCHING

4.9.1 Soil borings, test pits or other subsurface information may be secured by an independent Contractor retained by the State prior to design and construction of the Project and, if obtained, may be included in the Contract Documents for the Contractor's use. The Contractor assumes full responsibility for interpretation of said information.

4.9.2 The Contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, and other necessary materials for its work and for all cutting, fitting, closing in, patching, finishing, or adjusting of its work in new and/or existing construction, as required for the completed installation.

4.9.3 Approval in writing from the DPMC and the Architect/Engineer must first be obtained by the Contractor before cutting or boring through any roof, floor beams, floor construction or structural members.

4.10 TESTING

4.10.1 The Contractor shall notify the DPMC in writing of all work required to be inspected or tested. The notice shall be provided no later than five working days prior to the scheduled inspection or test. The Contractor shall bear all costs of such inspections or tests, except for Code inspections as stated in section 4.3 of this document.

4.10.2 When mechanical, electrical or other equipment is installed, it shall be the responsibility of the installing Contractor to maintain, warrant and operate it for such period of time as required by the Contract Documents or as necessary for the proper inspection and testing of the equipment and for adequately instructing the State's operating personnel. All costs associated with the maintenance, warranty, operations, inspection and testing of equipment, as well as instructing State personnel, shall be borne by the Contractor installing the equipment. All tests shall be conducted in the presence of, and upon timely notice to, the DPMC, prior to acceptance of the equipment.

4.10.3 DPMC shall have the authority to direct in writing that special or additional inspections or tests be performed. The Contractor shall comply and give notice as detailed above.

4.10.4 In the event such special or additional inspections or testing reveal a failure of the Work to comply with the terms and conditions of the Contract, the Contractor shall bear all costs thereof, including all costs incurred by the State made necessary by such failures.

4.10.5 The Contractor shall utilize inspection or testing from those firms/entities pre-qualified by DPMC. Failure to use a firm/entity pre-qualified by DPMC shall be grounds for rejection of the inspection or test as non-conforming.

4.10.6 All submittals of inspections, test reports or requests for approval shall be accompanied by a certification signed by the Contractor, attesting to: the Contractor's knowledge of the submittal; acceptance of its findings; acknowledgment that material testing meets the required standards; and a certification of the report's representation of

the facts. Failure to provide the written certification shall be grounds for rejection of the submittal.

4.10.7 The Contractor shall ensure that a copy of the inspection report is transmitted directly to the Architect/Engineer and the DPMC. The Contractor shall ensure that it includes in all of its subcontracts and purchase orders for inspection and testing, the requirement for the inspection or testing firm/entity to submit a copy of the report directly to the DPMC representative. The Contractor shall ensure that all such reports are submitted within fourteen (14) calendar days of the test or inspection.

4.10.8 In addition to tests performed by the Contractor, the State reserves the right to engage an independent testing agency or firm to perform testing inspections. The Contractor shall provide full access, provide samples, and cooperate fully with this testing agency.

4.10.9 Testing requirements for real property installed equipment (RPIE) to be furnished by the Contractor, when such testing is required by Code, Contract, or the manufacturer, shall be performed by a testing laboratory pre-qualified by DPMC, or in the absence of such, by the manufacturer or its authorized representative. The Contractor shall provide five working days' notice to the DPMC representative, to allow sufficient opportunity to witness the test.

4.10.10 The DPMC may order that any part of the Work be re-examined by the DPMC, and if so ordered, the Contractor shall open or uncover such work for re-inspection by the DPMC. If such work is found to be in accordance with the Contract, the DPMC shall pay the cost of re-inspection; however, if such work is not found to be in accordance with the Contract, the Contractor shall be responsible for the cost of re-inspection and replacement of any defective or non-conforming work.

4.11 EQUIPMENT AND MATERIALS

4.11.1 The Contractor warrants that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all work will be of good quality, free from faults, defects, and installed in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the DPMC or the Architect/Engineer. If required by the Architect/Engineer or the DPMC, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to but not in lieu of any other warranty or guarantee provided for in the Contract.

4.11.2 The Contractor shall submit to the Architect/Engineer an original and six copies of the request for approval of materials on the form provided by DPMC for approval. Each item of material listed shall be marked "As Specified", "Substitution" or "Unspecified" as appropriate.

4.11.3 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of the Project.

4.11.4 The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power and mechanical appliances and all other means, materials and supplies for properly executing the Work under this Contract, unless expressly specified otherwise in the Contract Documents. The Contractor shall have its representatives at the Site to accept delivered materials. State agencies employees and/or representatives will not accept materials, nor will State agency employees and/or representatives be responsible for damage, theft, or disappearance of the Contractor's materials, equipment, tools, or other property.

4.11.5 Products manufactured in the United States shall be used in this work, whenever available. Wherever practicable, preference shall be given at all times to material and equipment manufactured or produced in the State of New Jersey, where such preference is reasonable and will best serve the interest of the State.

4.11.6 No materials, equipment, or supplies for the Work shall be purchased by the Contractor subject to any lien or encumbrance or other agreement by which an interest is retained by the seller. This clause shall be a condition included in all agreements between the Contractor and its Subcontractors. The Contractor warrants, by signing its invoice, that it has good and sufficient title to all such material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

4.12 TEMPORARY FACILITIES

The Contractor shall be responsible for providing for its own storage areas, employee vehicular parking and staging areas, excavation borrow/spoils designated areas, commercial canteen areas, and all other areas necessary for use by the Contractor. The Contractor shall locate these areas to suit Project requirements, subject to DPMC approval.

4.12.1 Field Offices - The Contractor will provide and maintain during the contract duration an on-Site suitable weather-tight insulated field office conveniently located, and shall maintain therein a complete set of Contract Documents including plans, specifications, CPM network diagrams, Change Orders, logs and other details and Project correspondence. Subject to the DPMC's written approval and at a date designated by DPMC, the field office may be removed upon enclosure of the building and space may be allocated for field offices within the building. The contents and operations will be transferred to the interior of the Project building by the Contractor, and said office(s) shall be maintained by the Contractor until final acceptance or until the DPMC approves its removal. The Contractor will be responsible to obtain and pay for all permits required for the Contractor's field offices.

4.12.2 Telephones - The Contractor shall provide its own telephones. The State will be responsible only for the cost of calls made by State employees. if there is a documented cost for same.

4.12.3 Storage - The Contractor will provide and maintain, for its own use suitable and safe temporary storage, tool shops, and employees' sheds for proper protection, storage work and shelter. The Contractor shall maintain these structures properly and remove the structures at the completion of work. The Contractor shall be responsible to maintain

these facilities and the areas around the facilities in a clear and clean manner. The Contractor shall be responsible for correcting defects and damage caused by such use. Rooms in buildings at the Project Site may be used as shops and storerooms, conditioned upon written approval from DPMC.

4.12.4 Toilet Facilities

a. The Contractor shall provide and pay for suitable temporary toilets at an approved location on the Site and prior to the start of any field work. The toilet facilities shall comply with federal, State and local laws and regulations. The Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

b. The Contractor shall provide a temporary toilet and/or indoor toilet connected to water and sewer to accommodate the meeting room and the Architect/Engineer's office, as well as the DPMC office.

c. Toilets shall be serviced by a qualified and experienced firm authorized to maintain services.

d. Each portable toilet facility shall be maintained in a neat and clean condition and serviced at least twice a week, including the removal of waste matter, sterilizing, recharging tank, refilling tissue holders, and thoroughly cleaning and scrubbing entire interior.

e. Toilet facilities in a multiple-story building shall be located on no less than every other floor, unless otherwise directed in writing.

f. Toilet service shall be relocated inside the building and connected to water and sewer as the progress of the Work will allow.

g. When temporary toilets are connected to water and sewer lines, precautions shall be taken to prevent freezing.

h. The Contractor shall remove the temporary toilet units from the Work Site at the completion of the Work, or when so directed by the DPMC or the Architect/Engineer.

i. Workers are not to use the finished bathroom and toilet facilities in the Project buildings. Reasonable steps must be taken by the Contractor to enforce this rule.

4.12.5 Access, Roads and Walks

a. The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes shown on the Contract Drawings or as reasonably required so as to perform the Work. The Contractor shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, grading and compaction, and shall remove snow and debris as necessary to provide and maintain the access roadbed and pedestrian ways in serviceable condition.

b. The Contractor shall be responsible for constructing and maintaining all roadways, drives and parking areas within or proximate to the Site free and clear

of debris, gravel, mud, snow, ice, or any other Site materials, by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. This includes, as may be appropriate, the cleaning of vehicle wheels and/or other necessary maintenance, prior to exit from the Construction Site. Should such surface require cleaning, the Contractor will clean these surfaces without additional cost to the State. The Contractor will be held accountable for any citations, fines, or penalties imposed on the State for failing to comply with local rules and regulations related to Site and off-Site maintenance.

c. The Contractor shall not commence final construction of permanent driveways, parking areas or walks without the written approval of the DPMC. The Contractor shall provide additional materials and labor for maintaining and reworking the sub-grade prior to completion of the Work, to ensure improvements conform fully to the specifications.

d. The Contractor shall obtain written permission from the State for the use of any existing driveways or parking areas not specifically designated for such use in the Contract Documents. If permission is granted, the Contractor shall maintain such driveways and areas in good condition during the construction period, and at the completion of the Project, shall leave them in the same or better condition as at the start of the Work. Conditions before use shall be carefully photographed and documented by the Contractor.

4.12.6 Light and Power

a. The Contractor shall extend electrical service to the building or buildings at locations approved by the DPMC. Temporary electrical service shall be independent of the existing permanent service. Initial temporary service shall be three phase or single phase as indicated in the Contract Documents. The Contractor is responsible to investigate and verify the appropriateness and availability of electrical service with the local utility company prior to the bid date. The Contractor’s bid shall be deemed to include all costs associated with providing this power. Temporary light and power installations, wiring, and miscellaneous electrical hardware must meet the electrical Code and will be inspected by NJUCC officials. The Contractor shall provide the necessary distributing facilities and a meter, and shall pay the cost of running temporary services from the nearest utility company power pole. All costs shall be included in the Contractor's bid.

b. In the event that a water well is the source of water supply for the Project, the extension of electrical service shall include the necessary wiring of sufficient capacity to the location of the well for the operation of the well pump. Where service of a type other than herein mentioned is required, the Contractor requiring it shall install and pay all costs of such special service. The size and incoming service and main distribution switch and panel shall be sized as any service by NEC requirements.

c. The Contractor shall provide all electrical service for the operation of elevator equipment during construction.

d. The Contractor shall pay for the cost of all electric energy used on distribution lines installed.

e. The Contractor shall provide and pay for all maintenance, servicing, operation and supervision of the service and distribution facilities.

f. If the Contractor fails to carry out its responsibility in the supplying uninterrupted light and power as set forth herein, the Contractor shall be held responsible for such failure, and the DPMC shall have the right to take such action as is deemed proper for the protection and conduct of the Work. Any costs associated with DPMC obtaining or supplying light and power shall be deducted from any payment due to the Contractor.

g. The Contractor shall comply with the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

4.12.7 Temporary Enclosures

Whenever necessary in order to maintain proper temperatures for the execution or protection of the Work, the Contractor shall furnish and maintain temporary enclosures for all openings in exterior walls that are not enclosed with finished materials. Temporary wood doors shall be provided at door openings.

4.12.8 Temporary Heating, Ventilation and Air Conditioning

a. Prior to Enclosure - Prior to the building being enclosed by walls and roof, if the outside temperatures falls below 45 degrees Fahrenheit ("F") at any time during the day or night, and heat is required for work in progress or for its protection or curing, the Contractor shall furnish, at its expense, acceptable means to provide sufficient temporary heat to maintain a temperature required by the Work being performed but in no case less than 45 degrees F.

b. Generally Enclosed

(1) For the purposes of establishing the beginning of the Contractor's obligation to provide temporary heat, a building or major unit thereof shall be considered generally enclosed when (a) the exterior walls have been erected, (b) a temporary roof or permanent roof is installed and in a watertight condition, and (c) temporary or permanent doors are hung and window openings are closed with either permanent or temporary weather-tight enclosures. A major unit of buildings as referred to herein shall be: (a) an entire separate structure, or (b) a fully enclosed wing which shall have a floor area equal to at least 50% (fifty percent) of the total floor area of the Project.

(2) As soon as the DPMC determines that the building, or a major unit thereof, is "generally enclosed" by walls and roof, and when the outside temperature falls below 55 degrees F. at any time during the day or night, the Contractor shall furnish sufficient heat by the use and maintenance of LP gas heaters or other acceptable means to maintain a temperature of not less than 55 degrees F. within the enclosed area of the building at all

times, and shall remove such heaters when no longer required. The Contractor will be held responsible for providing temporary heat and for all damages resulting from freeze-ups, for the duration of the Project from the time the building is generally enclosed to final acceptance and occupancy. The Contractor shall remove soot, smudges, and other deposits from walls, ceilings, and all exposed surfaces which are the result of the use of heating equipment, including the permanent heating system, during the period of its use for supplying heat. The Contractor shall not do any finish work until the areas are properly cleaned. The Contractor shall provide or arrange, at its own expense, supervision of the heating equipment at all times prior to providing heat, using the permanent heating system. This obligation shall commence immediately after the acknowledged permanent enclosure of the building or buildings, as confirmed by the DPMC. The Contractor shall furnish and pay for all fuel for heat required during the period when the building is generally or permanently enclosed.

(3) The Contractor shall not assume that the permanent heating system or any part thereof will be available for furnishing of temporary heat during the period for which temporary heat is required. The Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat as required by the Contract Documents. The Contractor may use the permanent heating system, with written approval from DPMC. Such use however does not cause to commence the equipment's warranties and guarantees. The equipment's warranties and guarantees shall not commence to run until the State takes beneficial use of the Project and facility for the purposes intended.

(4) All heating equipment shall be NFPA-approved and connected to approved flues to the atmosphere. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve.

(5) Storage of gas cylinders within the building will not be permitted at any time.

(6) The Contractor shall provide fire extinguishers on each floor where heaters are used, and the areas must be adequately ventilated.

c. Permanent Enclosure

(1) When the building enclosure has been confirmed by the Architect/Engineer has been completed in accordance with the Contract Documents, and to the satisfaction of DPMC, it shall be considered permanently enclosed. The Architect/Engineer will also confirm in the job meeting minutes that the building, or a major unit thereof, is permanently enclosed.

(3) The Contractor shall install adequate controls to make such temporary connection as required for the operation of the HVAC system.

Should the heating system be designed for the tie-in to existing steam lines for resource of heat, the State will provide steam for temporary heat through the Project permanent heating system, at no cost to the Contractor, after the tie-in is completed by the Contractor.

(4) When the building enclosure has been confirmed by the A/E as completed, the Contractor may request permission to operate the permanent HVAC system to meet its temporary HVAC obligation. The Contractor shall maintain a minimum temperature of 55 degrees F., or a higher temperature, not to exceed 75 degrees F., as may be directed by the Contract Documents for the proper conduct and protection of the Work. The Contractor shall do so until such time as its work is completed and accepted and the Contractor is relieved of this requirement in writing by the DPMC. The Contractor shall pay for and be responsible for the maintenance in accordance with the manufacturer's recommendations, operation and supervision of the HVAC system, including the cost of all water, electricity, and fuel, until the State assumes beneficial occupancy/use of the Project.

4.12.10 Temporary Water

a. The Contractor shall provide, protect and maintain an adequate valved water supply. If the source of water supply is a well, provisions covering the supply water will include the installation of necessary power-driven pumping facilities. The well shall be protected against contamination. The water supply shall be tested periodically by the Contractor, and if necessary, shall be chlorinated and filtered. All costs of providing water will be paid for by the Contractor.

b. The Contractor is responsible to protect all temporary and permanent water lines from damage or freezing. Should water connections be made to an existing line, the Contractor shall provide a positive shut-off valve at its own cost and expense.

4.12.11 Standby Personnel

If, pursuant to trade agreement to which the Contractor is a party, the Contractor is obligated, to employ standby personnel then the Contractor shall determine and include all such costs thereof in its bid proposal. The Contractor shall not, at any time, make a claim to the State for costs relating to standby maintenance or standby supervision for electric motor-driven or other equipment.

4.12.12 Dust Control

a. The Contractor shall provide and maintain necessary temporary dust-proof partitions around areas of Work in any existing building or in new building areas as directed by the Architect/Engineer or the DPMC.

b. The Contractor shall provide and maintain Site dust control of Projects with on-Site construction as directed by the Architect/Engineer or the DPMC.

4.13 STORAGE AND SITE MAINTENANCE

4.13.1 The Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, and Contract as set forth in the Contract Documents, the rules and regulations of the State, or as ordered by the DPMC. The Contractor shall not unreasonably encumber the Site or the premises with materials, tools and equipment.

4.13.2 The Contractor shall, at all times during the progress of the Work keep the premises and the job Site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations and/or the actions of its employees, Subcontractors and/or workers, to ensure that, at all times, the premises and Site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such refuse, rubbish, scrap materials and debris from the Site and the State's premises. Loading, cartage, hauling and dumping of same will be at the Contractor's expense.

4.13.3 At the completion of the Work, the Contractor shall remove all of its tools, construction equipment, machinery, temporary staging, false work, mock-ups, form work, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, and any other materials and equipment brought onto the Project Site.

4.13.4 Should the Contractor not promptly and properly discharge its obligation relating to Site maintenance and/or final clean up, the State shall have the right to employ others and to charge the resulting cost to the Contractor after first having given the Contractor a three-working day written notice of such intent.

4.13.5 The Contractor's responsibilities for final clean up shall include:

a. Removal of all debris and rubbish resulting from or relating to the Contractor's work. Rubbish shall not be thrown from building openings above the ground floor unless contained within chutes.

b. Removal of stains from glass and mirrors. Glass shall be washed and polished inside and outside.

c. Removal of marks, stains, fingerprints, soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces.

d. Removal of spots, paint and soil from resilient, glazed and unglazed masonry and ceramic flooring and wall work.

e. Removal of temporary floor protections; and cleaning, washing or otherwise treating and/or polishing, as directed, all finished floors.

f. Cleaning of exterior and interior metal surfaces, including doors, window frames and hardware, of oil stains, dust, dirt, paint, etc. Polishing and removal of fingerprints or blemishes from such surfaces shall be completed, as applicable.

g. Restoration of all landscaping, roadways and walkways to preexisting condition. Damage to trees and plantings shall be repaired in the next planting season, and such shall be guaranteed for one year from the date of repair and/or replanting.

4.13.6 All construction equipment, materials and/or supplies of any kind, character or description, regardless of value, which remain on the job Site for more than 30 (thirty) calendar days from the date of the Certificate of Final Acceptance, shall become the property of the State. Such construction equipment, materials and/or supplies will be disposed of in any manner the State shall deem reasonable and proper. The cost of this disposal will be deducted from any sums due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

4.14 CUT-OVERS AND INTERRUPTIONS

All cut-overs of mechanical and electrical services to existing buildings shall be approved, scheduled and coordinated in advance with the DPMC's representative and performed at a time convenient to the occupants of said buildings so as not to unreasonably interfere with its operations.

4.15 PROTECTION/SAFETY

4.15.1 Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all required safety precautions and programs in connection with the Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be competent to review, implement and coordinate the safety programs being performed as required by Occupational Safety and Health Administration (OSHA) or any other agency having authority over safety on a State Construction Site.

4.15.2 Protection of Persons

a. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(1) Every employee on the Site and all other persons who may be affected thereby;

(2) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor, or any of its Subcontractor(s) or lower tier sub-Subcontractor(s); and

(3) Other property at the Site or adjacent thereto (whether owned by the State or not), including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

b. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

c The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including but not limited to rails, night-lights, aircraft warning lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying Owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

d. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of the project, its employees, or any other person on the project Site.

e. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any of its Subcontractors, lower tier Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible. These obligations are in addition to those stated elsewhere herein.

4.15.3 Protection of Property

The Contractor shall have full responsibility to install, protect, and maintain all materials and supplies in proper condition whether in storage or off the site and to immediately repair and/or replace any such damage until Final Acceptance. The Contractor shall maintain an inventory of all materials and supplies for the Work at the Site, that are delivered to the site, or delivered to approved off-site storage facilities. The State shall not be liable for any damage, theft or negligent injury to the Contractor's property.

4.15.4 Hazardous Materials

a. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

b. The Contractor shall maintain all records, reports and files of the general storage and handling of hazardous materials as required by any and all federal, State and/or local regulatory agencies.

4.16.5 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act with diligence to prevent threatening injury, damage or loss. In such case, the Contractor shall immediately, but in no case, not more than 24-hours following the emergency, notify the DPMC and the Architect/Engineer of the action taken.

4.16 UNCOVERING AND CORRECTION OF WORK

4.16.1 Uncovering of Work

a. The Contractor is obligated to provide reasonable notice to the DPMC and/or the Architect/Engineer of all work scheduled to be covered, to permit DPMC and the Architect/Engineer the opportunity to inspect the Work prior to actual covering. If any portion of the Work is covered prior to inspection by the DPMC or the Architect/Engineer, it shall be uncovered for observation. Uncovering and replacement of the covering shall be at the Contractor's expense.

b. The DPMC and/or the Architect/Engineer may request any work be uncovered by the Contractor for inspection. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be reimbursed to the Contractor. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs.

4.16.2 Correction of Work

a. The Contractor shall promptly correct all work rejected by the DPMC or the Architect/Engineer as defective or failing to conform to the Contract Documents, whether observed before or after final acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the costs of all consultant services including but not limited to the Architect/Engineer's additional services.

b. The Contractor shall remove from the site, at its own expense, all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the DPMC.

c. If the Contractor fails to correct defective or non-conforming work in a reasonable time fixed by written notice from DPMC, then DPMC may make arrangements for such correction by others and charge the cost of so doing to the Contractor.

d. If the Contractor does not proceed with the removal and correction of such defective or non-conforming work within a reasonable time, fixed by written notice from the DPMC or the Architect/Engineer, any materials or equipment shall become the property of the State and the DPMC may remove and dispose the non-conforming work in any manner to best meet the interest of the State. If such material is sold and the proceeds of the sale do not cover all costs which the Contractor should have borne and any additional cost incurred by the State in the uncovering, removal, disposal and correction of non-conforming work, the difference shall be charged to the Contractor and an appropriate credit Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

e. The Contractor shall be responsible for the cost of making good all work destroyed or damaged by such correction or removal.

f. Notwithstanding other obligations within the Contract Documents, nothing contained herein shall be construed to establish a time or date limitation upon which the DPMC must discover non-conforming work.

4.16.3 Acceptance of Non-Conforming Work

The DPMC may determine that the best interests of the State will be served by accepting defective or non-conforming work instead of requiring its removal and correction. In such instance, the DPMC may, by any means available, exact an appropriate reduction in the Contract sum. Such adjustment shall be effected regardless of final payment having previously been made, and the Contractor and/or its surety shall be responsible for promptly remitting any funds due the State as a result thereof.

4.17 LAYOUT AND DIMENSIONAL CONTROL

4.17.1 The Contractor shall be responsible for locating and laying out the building and all of its parts on the site, in strict accordance with the Contract Documents, and shall accurately establish and maintain dimensional control. The Contractor shall employ and pay for the services of a competent and licensed New Jersey engineer or land surveyor who shall be pre-qualified by DPMC to perform all layout work, and to test the level of excavations, footing base plates, columns, walls and floor and roof lines, and furnish to the Architect/Engineer, as the Work progresses, certifications that each of such levels is as required by the drawings. The plumb lines of walls, shall be tested and certified by the surveyor as the Work progresses.

4.17.2 The Contractor's engineer/surveyor, in the course of layout work either on the site or within any building, shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the Work. The Contractor's engineer/surveyor shall establish a single permanent benchmark as set forth in the Contract Documents to which all three coordinates of dimensional control shall be referenced. The Contractor's engineer/surveyor shall verify all Owner-furnished survey data including but not limited to topographical and utility location points, lines, elevations, grades and benchmarks, and buildings. Should any discrepancies be found between information given on the Contract Documents and the actual site or field conditions, the Contractor shall notify DPMC and the Architect/Engineer in writing of such discrepancy, and shall not proceed with any work affected until receipt of written instructions from the DPMC.

4.18 PROJECT SIGN

The Contractor shall erect and maintain one sign at the Project Site, as set forth in the Contract Documents and located as directed by the Architect/Engineer. Painting shall be done by a professional sign painter, with two coats of exterior paint, colors, letter face and layout as shown. No other sign will be permitted at the site. Upon completion of the Project, and when directed by the Architect/Engineer or the DPMC, the Contractor shall remove the sign.

4.19 SECURITY

4.19.1 The Contractor shall provide all locks, doors and security construction and personnel as required to secure the Project building throughout the period of construction.

4.19.2 The Contractor shall be responsible for the security of any temporary structures located on the premises outside of the building and/or any stored materials.

4.20 DPMC FIELD OFFICE

4.20.1 The Contractor will provide on-site, suitable, separate, weather-tight, insulated (floor, walls, ceilings) field office facilities for the use of DPMC personnel, as more fully described in the Contract Documents. At a minimum, the Contractor is to supply this field office with toilet facilities, heating and air conditioning, tables and chairs, and phone and data communication lines. At a time determined by the DPMC or the Architect/Engineer, the Contractor shall remove field facilities upon enclosure of the Project building and shall relocate the contents and operations of the field office to the interior of the Project building until completion of the Project.

4.20.2 The Contractor shall be responsible for the maintenance of both offices and the meeting room, including the cost of heating, air conditioning, electric current, and janitorial service.

4.21 PHOTOGRAPHS

4.21.1 The Contractor shall submit monthly progress photographs in duplicate to the DPMC, giving six (6) views of the Work with each application for payment until the Project is completed,.

4.21.2 The photographs shall be 8" by 10" shall bear the date and time of the exposure, the DPMC Project number and title, the names of the Contractor and the name of the Architect/Engineer. All photographs shall also be submitted in digital format.

4.22 REPAIR OF FINISHED SURFACES, APPLIED FINISHES, GLASS

4.22.1 The Contractor accepts sole responsibility for repair of uncontrolled dislodging, cracking, delaminating or peeling of finished surfaces such as concrete, pre-cast concrete, cast and natural stone, unit masonry, millwork, plaster, glass and applied finishes such as compound, paint, and special coatings, within the Contract Work and the limits of specified guarantee periods, regardless of the cause.

4.22.2 The Contractor shall be responsible for replacement of all broken glass, regardless of the cause. The Contractor shall replace all broken, scratched or otherwise damaged glass before the completion and acceptance of the Work. If breakage is caused by the Owner, the Contractor will be reimbursed for the replacement costs. The Contractor shall wash all glass on both sides at completion, or when directed, removing all paint spots, stains, plaster, and other materials.

ARTICLE 5 - SUBCONTRACTORS

5.1 SUBCONTRACTORS AND MATERIAL SUPPLIER APPROVALS

5.1.1 Upon their execution, but not less than fourteen (14) calendar days prior to Subcontractor mobilization on the site, and/or Subcontractor billing, the Contractor shall forward to the Architect/Engineer on the form provided by the DPMC the names of all its Subcontractors and suppliers, of such others as the DPMC may direct, proposed to perform the principal parts of the Work. The Contractor shall forward the appropriate DPMC form to the Architect/Engineer for approval. Department of Labor Contractor Registration and New Jersey Business Registration Certificate are required for all Subcontractors.

5.1.2 If the DPMC has objection to any proposed or approved Subcontractor and/or material supplier, the Contractor shall substitute another Subcontractor and/or material supplier acceptable to DPMC. Under no circumstances shall the State be obligated for additional cost due to such substitution.

5.1.3 After the acceptance of bids, the Contractor shall make no substitution of any Subcontractor person or firm previously selected and approved, without prior written approval from the Architect/Engineer and DPMC. A Contractor seeking to substitute a Subcontractor person or firm shall provide written request for substitution no less than fourteen (14) calendar days prior to the execution of Work by the Subcontractor or material supplier.

5.1.4 Approval of a Subcontractor or material supplier by the DPMC and Architect/Engineer shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents. The approval of a Subcontractor or material supplier does not imply approval of any construction, material, equipment or supplies.

5.2 CONTRACTOR-SUBCONTRACTOR RELATIONSHIP

5.2.1 The Contractor acknowledges its full responsibility to the State for the acts and omissions of its Subcontractors and lower tier subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that the Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it. The Contractor acknowledges that it remains fully responsible for the proper performance of its Contract regardless of whether work is performed by the Contractor's own forces or by Subcontractors engaged by the Contractor.

5.2.2 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the State. Further, no Subcontractor or material supplier shall be deemed an intended third party beneficiary under this Contract.

5.2.3 The Contractor and all Subcontractors agree that, in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey, if such labor force is available.

5.2.4 The Contractor shall require, in its agreements with Subcontractors and as a condition of agreement, that each Subcontractor require in its agreement(s) with lower tier Subcontractors and Suppliers, that the Subcontractor understands that there is no contractual obligation of any kind between the State and Subcontractor and the Subcontractor's sole recourse lies with the Contractor and/or the surety, and not with the State, that each Subcontractor and lower tier Subcontractor, bound by the terms of the Contract Documents for this Contract, and assume toward the Contractor all the obligations and responsibilities which the Contractor assumes, pursuant to the Contract Documents.

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

6.1 GENERAL

The State may contract for the services of a Critical Path Method (CPM) scheduling consultant for Project planning, scheduling and cost control. If such has been arranged, then section 6.2 shall apply to the Contract between the State and the Contractor. In the absence of a statement in the bid documents that a CPM consultant has been retained by the State, then section 6.3 shall apply.

6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD -- CPM CONSULTANT RETAINED BY THE STATE)

6.2.1 Critical Path Method

a. The Project will be monitored by a detailed critical path method scheduling system. This system shall be the basis for the evaluation of the Contractor's performance and for progress payments to the Contractor.

b. The Contractor shall provide all the information necessary for the CPM consultant employed by DPMC to develop a CPM network plan demonstrating complete fulfillment of all construction Contract requirements and, as necessary, for the CPM consultant to maintain an accurate CPM schedule throughout the Project. The Contractor, in consultation with the CPM consultant, will establish construction logic and activity time duration consistent with Contract documents and Project requirements. The CPM consultant will establish the level of detail to be reflected on the CPM schedule. The Contractor shall utilize the schedule in planning, coordinating and performing the Work, including all activities of Subcontractors, equipment vendors and material suppliers.

c. The Contractor agrees that the CPM consultant's Project network schedule is the designated plan for completion of all work in the allotted time, and the Contractor will assume full responsibility for the execution of the Work as shown. The Contractor shall indicate formal acceptance of the schedule by signing the final initial (baseline) network diagrams and computer schedule listing.

d. The Contractor shall furnish sufficient labor and construction equipment to ensure the execution of the Work in accordance with the approved CPM progress schedule. If, in the opinion of the DPMC, a Contractor falls behind the CPM progress schedule, the Contractor shall take any and all such steps as may be necessary to bring its work into compliance with the CPM progress schedule. The DPMC may require the Contractor to increase the number of shifts, days of work and/or the amount of construction labor, plant and equipment, all without additional cost to the State.

e. The Contractor shall make no claim for, and have no right to, additional payment or extension of time for completion of the Work, or any other concession because of any misinterpretation or misunderstanding on the Contractor's part of the CPM progress schedule, the Contractor's failure to attend the pre-bid

conference, or because of any failure on the Contractor's part to become fully acquainted with all conditions relating to the CPM progress schedule and the manner in which it will be used on the Project, or because of any Subcontractor's failure to properly participate in the development of a CPM progress schedule or to perform the Contract in accordance with the CPM progress schedule.

6.2.2 Initial Submittal

a. To the extent necessary for the CPM consultant to reflect in the network diagrams the plan for completion of this Contract, the Contractor shall meet with and assist the CPM consultant and furnish, within ten (10) calendar days after award of this Contract, all necessary information for the preparation of the CPM progress schedule. This information shall include, but not necessarily be limited to, a logical sequencing of work operations, activity time estimates, intended crew flow, activity costs and estimated manpower requirements for each activity.

(1) The network diagram shall show the sequence and interdependence of activities required for the Project. In preparing the network diagram, the Contractor shall assist the CPM consultant by breaking up the Work into activities of a duration of no longer than ten (10) working days each, except as to non-construction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the CPM consultant may approve the showing of longer duration. The diagram shall show not only the activities for actual construction but also such activities as the Contractor's submittal of shop drawings, templates and equipment, material fabrication, delivery of equipment and material, substantial completion, final completion, punch list and closeout, and the delivery of Owner-furnished equipment, if applicable. The Contractor shall provide activity durations to the CPM consultant for each activity on the diagram.

(2) If requested by the CPM consultant, the Contractor shall furnish any information needed to justify the reasonableness of activity time duration. Such information shall include, but not be limited to, estimated activity manpower, unit quantities, and production rates.

(3) Failure by either the Contractor or the CPM consultant to include any element of work required for the performance of the Contract shall not excuse the Contractor from completing all work required within any applicable date, notwithstanding DPMC approval of the network diagrams.

(4) The CPM consultant will establish the level of detail to be reflected in the CPM system.

(5) Seasonal weather conditions shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures for the completion of all Contract work within the allotted Contract duration. In addition, appropriate allowances shall be made for anticipated time losses due to normal rain and snow conditions based on

the previous five year average for that geographical area, by statistically expanding the estimated time duration for weather-sensitive activities, to ensure that the required completion date is achieved.

b. The Contractor shall be prepared to meet as many times as necessary with the CPM consultant to develop the information required for the timely development of the progress CPM schedule.

c. The Contractor shall furnish a breakdown of its total Contract price by assigning dollar values to each applicable network activity, coded for the Contractor and each Subcontractor, which cumulatively equals the total Contract amount. Upon acceptance by DPMC, the values will be used as a basis for determining progress payments. Progress payments to the Contractor shall be dependent upon final acceptance by DPMC of the cost-loaded progress CPM schedule.

d. Accompanying the network diagram and computer scheduling listing, the CPM consultant will furnish a computer-generated cost requisition listing, which will provide a separate tabulation of each activity shown on the CPM schedule in order of bid item or trade responsibility code as agreed to by DPMC. This listing will show, for each activity, the Contractor and each Subcontractor, the estimated dollar value of Work in place for totally or partially completed activities, including subtotals by bid items and grand totals for the entire Project. The cost requisition listing will also contain monthly activities reflecting the cost of Project overhead and administrative expenses, and activities reflecting the monthly cost of administering Project General Conditions.

6.2.3 Review and Approval:

a. After receipt of the initial network diagram, computer-produced schedule and cost requisition listing, the DPMC representative shall meet with the Contractor and CPM consultant for joint review, correction, or adjustment of the proposed plan and progress CPM schedule to evaluate the cost values assigned to each activity. Within ten (10) calendar days after the joint review, the CPM consultant will revise the network diagram and/or computer-produced schedule in accordance with agreements reached during the joint review, and shall submit two (2) copies each of the revised network diagram, computer-produced schedule and cost requisition listing to DPMC. The revised schedule documents will be reviewed by DPMC and, if found to be as agreed upon, will be approved. A copy of each will be returned to the CPM consultant for distribution and the CPM consultant shall forward same to the Contractor by email and/or overnight mail. The Contractor shall review these documents and shall indicate acceptance by signing the schedule documents. If the Contractor objects to the schedule documents, the Contractor shall forward these objections in writing to DPMC within ten (10) calendar days of the date of receipt of same or be deemed to have accepted the schedule documents. Objections shall include the precise activities of the schedule to which the Contractor objects and identify the basis of the objection. The Contractor will then meet with the DPMC representative and the CPM consultant to review the Contractor's objections. The CPM consultant may

revise the network diagram and the computer-produced schedule in accordance with the agreements reached during this final review and shall submit two (2) copies each of the revised network diagram, computer-produced schedule and cost requisition listing to DPMC. The re-submission will be reviewed by DPMC and, if found to be as agreed upon, will be approved and a copy of each will be returned to the CPM consultant for distribution and the CPM consultant shall forward same to the Contractor by email and/or overnight mail. The Contractor shall review these schedule documents to ensure that that the documents reflect all changes agreed upon, accept and sign. The Contractor shall indicate its acceptance by signing the scheduling documents, computer-produced schedule and cost requisition. Approval will be without reservation, and the Contractor will be deemed to have accepted the schedule as adequate, proper and binding in all respects and shall not raise further objections to the schedule.

b. After the network diagrams and computer-produced schedule have been signed by the Contractor, the CPM consultant shall forward to the Contractor and DPMC one set of copies of the network diagrams and computer-produced schedule. The network diagram and the computer-produced schedule with approved signatures shall constitute the Project work schedule until subsequently revised in accordance with the requirements of this section.

6.2.4 Progress Reporting and Changes:

a. Once every month, or more often if required by DPMC, the Contractor shall meet with the CPM consultant and DPMC's representative(s) and provide the information necessary for the CPM consultant to prepare and submit to DPMC a revised (updated) network diagram and computer-generated schedule listing showing:

(1) Approved changes in activity sequencing;

(2) Changes in activity duration for activities not started or partially completed where agreed upon;

(3) The effect on the network of any delays in any activities in progress, and/or the impact of known delays which are expected to affect future work;

(4) The effect of Contractor modifications (activity duration, logic and cost estimates) to the network;

(5) Changes to activity logic, where agreed upon, to reflect revision in the Contractor's work plan, i.e., changes in activity duration, cost estimates, and activity sequences for the purposes of regaining lost time or improving progress; and

(6) Changes to milestones, due dates, and the overall Contract completion date which have been agreed upon by DPMC since the last revision of the CPM schedule.

b. The CPM schedule shall accurately reflect the manner in which the Contractor intends to proceed with the Project and shall incorporate the impact of

all delays, Change Orders and change events as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by DPMC prior to inclusion in the CPM schedule. If the DPMC representative and the Contractor are unable to agree as to the amount of time to be allowed for Change Order work, or the manner in which the Work is to be reflected on the network diagram, the CPM consultant will reflect the logic and time duration furnished by the Contractor for the Change Order work pending final DPMC decision. If non-approved Contractor logic and time durations are used, the Contractor agrees that any time which is projected to be lost on the Project as a result of these schedule changes will be considered the responsibility of the Contractor until a final agreement has been made or a final decision rendered by DPMC regarding the manner in which the Change Order work is to be reflected on the schedule. When this final decision has been made by DPMC, the CPM consultant shall revise the CPM schedule in accordance with such decision and issue a final analysis of the effect of the change on the Project.

c. If the Contractor desires to revise the logic of the approved progress CPM schedule to reflect a sequence of construction that differs from that to which was previously agreed, the Contractor must first obtain the approval of DPMC.

(1) Once each month, at the same time the network is updated, the CPM consultant, the Contractor and the DPMC representative(s) shall jointly make entries on the preceding network diagram schedule to show actual progress, identify those activities started by date and those completed by date during the previous period, show the estimated time required to complete each activity started but not yet completed, show activity percent completed and/or dollars earned, and reflect any changes in the network diagram approved in accordance with the preceding paragraph. After completion of the joint review and DPMC's approval of all entries, the CPM consultant will submit updated network diagrams, an updated computer-produced calendar-dated schedule and cost requisition listing to DPMC.

(2) The resultant monthly CPM computer printout and network diagrams shall be recognized by the Contractor as its sole updated construction schedule to complete all remaining Contract work.

(3) In addition to the foregoing, once each month the Contractor will receive a narrative report prepared by the CPM consultant. The narrative report will include a description of the amount of progress made during the last month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and the estimated impacts the delays have on the performance of other activities and completion dates, and recommendations on corrective action for the Contractor. Within seven (7) calendar days after receipt of this report, the Contractor shall submit to DPMC a written explanation of corrective action taken or proposed. The DPMC, after reviewing the written submission, may take appropriate action.

6.2.5 Payments to Contractor

a. The monthly submission of the computer-produced calendar-dated schedule shall be an integral part and basic element of the estimate upon which progress payments shall be made pursuant to the provisions of Article 9 of these General Conditions. The Contractor shall be entitled to progress payments only upon receipt by DPMC of an updated computer-produced calendar-dated schedule and cost requisition listing.

b. Payments to the Contractor shall be based upon the results of the computer-generated cost requisition listing which shall be prepared in conjunction with each updating of the CPM system as described above. The Contractors shall provide sufficient documentation to confirm reported progress for any cost items appearing in the scheduling and requisition system.

c. Payments to the Contractor shall be dependent upon the Contractor furnishing all of the information which, in the judgment of DPMC, is necessary to ascertain actual progress, and all the information and data necessary to prepare any necessary revisions to the computer-produced calendar-dated schedule, cost requisition listing and/or the network diagram. DPMC's determination that the Contractor has failed or refused to furnish the required information shall constitute a basis for withholding payments until the required information is furnished and the schedule and/or diagram is prepared or revised on the basis of such information.

6.2.6 Biweekly Progress Meetings

a. Every two (2) weeks or as otherwise directed by DPMC, the Contractor shall attend a coordination and CPM scheduling meeting on the job site. At this meeting, the Contractor shall provide detailed information regarding the Work schedule to be performed during the upcoming two weeks to permit the CPM consultant to prepare schedules for the subsequent two week period. Biweekly scheduling by the Contractor shall be in accordance with the priorities and degree of concurrent work required by the official CPM schedule for the Project. The Contractor shall be prepared to explain any difference between the Contractor's biweekly schedules and the priorities required by the latest updating of the official CPM schedule.

b. At the biweekly scheduling meeting, the CPM consultant shall review the schedule for the preceding two (2) weeks, and the Contractor shall report the progress actually achieved for each activity which was scheduled to be performed during the two weeks, including the actual dates on which the Work was performed. The Contractor agrees that this information shall constitute the official historical record of Project progress.

c. At each biweekly scheduling meeting, the Contractor shall document any current delays to work operations. In addition, the Contractor shall provide any available information regarding any potential delays.

(1) Following the biweekly scheduling meeting, the CPM consultant will issue to the Contractor a two-week look-ahead schedule as developed

at the meeting that shall constitute the construction schedule for the coming two weeks. The CPM consultant will also issue a narrative biweekly progress analysis documenting progress achieved during the preceding two weeks and analyze delays reported to constitute current or anticipated impacts to timely construction.

(2) The Contractor shall be represented at the biweekly scheduling meeting by its superintendent, who shall have complete authority to provide the information required for the development of the next two (2) weeks schedule, which includes documentation of past progress and documentation of delays. The Contractor's representatives shall also be authorized to commit to the implementation of corrective action planned to overcome delaying conditions.

6.2.7 Responsibility for Completion

a. The Contractor agrees that, when it becomes apparent from the current project CPM schedule that any Contract completion date will not be met, the Contractor will take any or all of the following actions, as required, at no additional cost to the State:

(1) Increase construction manpower.

(2) Increase the number of working hours per shift, shifts per working days, working days per week, or the amount of construction equipment, or any combination of the above; and/or

(3) Reschedule activities to achieve maximum practical concurrence.

6.2.8 Adjustment of Contract Completion Date

a. The Contract completion dates will not be adjusted except under the specific and limited conditions set forth in the Contract Documents. In the event that the Contractor requests an extension of any Contract completion date, the Contractor shall furnish a justification of such extension and provide any and all supporting evidence that DPMC requires to evaluate the Contractor's request. The DPMC shall either approve, in whole or in part, or reject the Contractor's request and will advise the Contractor in writing of its decision. If the DPMC finds that the Contractor is entitled to any extension of any Contract completion date under the provisions of this Contract, the determination as to the total number of calendar days extension permitted shall be based upon the currently approved Project CPM schedule and on all data relevant to the extension request. Such data will be included in the next updating of the CPM schedule.

b. The Contractor acknowledges and agrees that the evaluation of Project delays and determinations regarding Project time extension will be based upon the Project CPM schedule and the following criteria:

(1) Float time shown on the Project CPM schedule is not for the exclusive use of either the Contractor or DPMC. It is agreed that float time is available for use by all performing Work on the Project, including the Contractor, other contractors, subcontractor, lower tier subcontractors,

and suppliers to facilitate the effective use of available resources and to minimize the impact of problems of Change Orders which may arise during construction. The Contractor specifically agrees that float time may be used by DPMC or its representatives or consultants in conjunction with the review activities or to resolve Project problems. The Contractor agrees that there will be no basis for a Project time extension as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Project CPM schedule. The Contractor further agrees that there will be no basis for a claim for cost escalation for any activity which is completed on or before its initially required late end date as shown on the initial approved Project CPM schedule, regardless of the justifiability or any delaying factors which might have resulted in the elimination of float which was originally available for the activity. If the Contractor refuses to perform work that is available to it, the DPMC may consider, the Contractor to be in breach of the Contract, regardless of the float shown to be available for the Work. In such instances, the DPMC may, without prejudice to any other right or remedy, declare the Contractor to be in default and terminate the employment of the Contractor pursuant to Article 12 of the General Conditions.

(2) The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work on the main Project critical path. If abnormal weather losses can be shown to have affected the Project critical path, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.

(3) No time extensions will be considered for any weather conditions that do not affect work on the Project critical path as set forth on the current Project CPM schedule. The Contractor agrees that there will be no basis for a claim for any additional compensation resulting from any time extension issued for weather-related delays.

(4) In order for a given cause (i.e., delay, Change Order, etc.) to be considered as a basis for a total Project time extension, it must meet both of the following criteria:

(a) It must be totally beyond the control of the Contractor and due to no direct or indirect fault of the Contractor; and

(b) It must result in a direct delay to work on the main Project critical path.

(5) The Contractor acknowledges and agrees that actual delays to activities that, according to the Project CPM schedule, do not directly affect the main Project critical path and do not have any effect on the Contract completion date or dates, will not be the basis for a change therein.

(6) Concurrent delays are defined as two or more delays or areas of work slippage that are totally independent of one another and which, if considered individually, would each affect the final Project completion date according to the Project CPM schedule. Where the CPM consultant determines that concurrent delays exist, the Contractor acknowledges and agrees that the following criteria will be used to evaluate time extension:

(a) If the current Project CPM schedule shows two (2) or more concurrent delays, with one analyzed to be the responsibility of DPMC and the other analyzed to be the responsibility of the Contractor, a non-compensable time extension will be considered only if the excusable delay affects the main Project critical path and this delay is shown to be a greater amount than the other concurrent delays when the impacts of the concurrent delays are independently considered. In this event, a compensable time extension will be considered only for that portion of time by which the excusable delay exceeds all concurrent non-DPMC caused delays. For example, if an excusable impact delays the Project by one-hundred (100) calendar days and concurrent contract-caused slippage independently delays the final completion date by ninety (90) calendar days, a time extension will only be considered for a maximum of ten (10) calendar days, provided the excusable delay is on the project critical path.

(b) If the CPM schedule shows concurrent delays with some excusable delays and some the fault of the Contractor, and if the Contractor-caused delays are analyzed to be the main determining impact to the main Project critical path, then there will be no basis for a total Project time extension regardless of the nature of the concurrent excusable delays. A concurrent time extension may, however, be considered for that portion of the total Project slippage which is shown on the CPM schedule to be totally attributable to excusable delays.

(c) If a time extension request is being made for concurrent delays which did not affect the Project critical path, this must be clearly stated in the Contractor's time extension request and all CPM activities which are claimed to have been affected by the cited delay must be specifically identified with all applicable impact dates.

6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR

6.3.1 The Project shall be completed within the specified number of calendar days from the effective date of the Notice to Proceed.

6.3.2 The Contractor shall be responsible for preparing and furnishing to the DPMC through the Architect/Engineer before the first Contract requisition date, but in no event later than 30 (thirty) days after the effective date of the Notice to Proceed, a coordinated combined progress schedule that incorporates the progress schedules of the Contractors and all Subcontractors engaged on the Project. The schedule shall be in the form of a network diagram or other recognized graphic critical path progress schedule format that indicates, among other things, predecessor and successor activities, and major and intermediate milestones, in sufficient detail to satisfy the DPMC. (See also section 6.3.4 below.) The Contractor's initial invoice will not be processed by the DPMC until and unless such a single coordinated progress schedule has been submitted to and approved by the DPMC. Thereafter, the Contractor shall submit an updated coordinated progress schedule on a monthly basis. Receipt and approval of the updates will be a mandatory condition to payment.

6.3.3 Once each month, or more often if required by the DPMC, the Contractor shall meet with the Architect/Engineer and the DPMC representative to gather the information necessary for the Contractor's preparation of the revised/updated computer generated scheduling reports.

6.3.4 The progress schedule, based upon the logic and time estimates, shall indicate in suitable detail for display, all significant features of the Work of the Contractor and each Subcontractor, including but not limited to, the placing of orders, manufacturing durations, anticipated delivery dates for critical and long-lead items, submissions and approvals of shop drawings, construction activities, all work activities to be performed by the Contractor and its Subcontractors, the beginning and time duration thereof, and the dates of all milestones, substantial and final completion of the various elements of the Work, including punch list and close-out. Reports shall be in booklets, indexed and separated as categorized below. Each activity listed on the Schedule shall include, as a minimum, the following:

a. The activity description;

b. The trade (A/E, Owner, GC, Electrical, Plumbing, HVAC);

c. The duration in calendar days;

d. The Early Start date;

e. The Late Start Date;

f. The Early Finish date;

g. The Late Finish date;

h. The Total Float

6.3.5 The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work. If abnormal weather losses can be shown to have impacted the Project completion date, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.

6.3.6 Immediately upon approval by DPMC, the Contractor shall prepare and distribute four copies of the progress schedule to the DPMC plus two copies to the Architect/Engineer. Each monthly updated coordinated schedule shall be signed and dated by the Contractor.

6.3.7 The Contractor shall furnish sufficient labor and construction plant and equipment to ensure the execution of the Work in accordance with the approved progress schedule. If any updated completion time or date for any activity does not conform to the durations or milestones shown in the approved progress schedule, the sequence of activities and/or the time for performance of activities shall be updated on the progress schedule to be approved by the DPMC and cured by the Contractor by any means, including performing concurrent operations, additional manpower, additional shifts, and overtime. No additional charges to the State will be allowed the Contractor for overtime, additional manpower, equipment, additional shifts, etc. (except as may be provided elsewhere in the Contract), if such expediting procedures or measures are necessary to meet the Contract completion date.

6.3.8 The progress schedule shall show:

a. Recommended Changes in activity sequencing;

b. Changes in activity duration for activities not started or partially completed, where agreed upon;

c. The effect on the network of the modifications (activity duration, Predecessors and Successors);

d. Changes for the purposes of regaining lost time or improving progress, and;

e. Changes to milestones, due dates, and the overall Contract completion date, which have been agreed upon by the DPMC's project manager since the last revision of the progress schedule.

6.3.9 The progress schedule shall accurately reflect the manner in which the Contractor intends to proceed with the Project and shall immediately incorporate and reflect the impact of all delays and change orders. All changes made to the schedule shall be subject to approval by the DPMC.

6.3.10 The DPMC will not authorize or approve any claims for additional payment or extension of time for completion of the Work, or any other concession because of any alleged misinterpretation or misunderstanding on the Contractor's part of the Project schedule, the Contractor's failure to attend the pre-bid conference, because of any failure on the Contractor's part to become fully acquainted with all conditions relating to the Project schedule and the manner in which it will be used on the Project, or because of any other failure by the Contractor to properly participate in the development of a progress schedule or to perform the Contract in accordance with the progress schedule.

ARTICLE 7 - TIME OF COMPLETION

7.1 CONTRACT DURATION/NOTICE TO PROCEED

7.1.1 Contract duration shall commence on the effective date set forth on the written Notice to Proceed. The Notice to Proceed will be issued by the DPMC after the DPMC's receipt and acceptance of properly executed Contract Documents, including performance and payment bonds, proof of insurance and permit technical information submitted by the Contractor and/or Subcontractors. The Contractor shall not be entitled to delay, disruption, acceleration or any other claims arising from a deferred issuance of the Notice to Proceed.

7.1.2 The Contractor shall perform no work at the Contract Site prior to the issuance of the Notice to Proceed.

7.2 SUBSTANTIAL COMPLETION

7.2.1 At the request of the Contractor, the Architect/Engineer or the DPMC, the Contractor and the DPMC representative may make a joint inspection of the Work for the purpose of determining if the Work is substantially completed in accordance with the definition provided in Article 1. If DPMC, in its sole discretion, finds that the Work is substantially complete, then the DPMC will issue a written Notice of Substantial Completion for Beneficial Use. Such Notice shall in no way relieve the Contractor of any contractual obligation(s) or relieve the Contractor from responsibility to promptly complete all remaining Contract Work including, but not limited to, punch list items.

7.2.2 The standard guarantee period for equipment, workmanship and materials shall commence on the date DPMC issues the Notification of Substantial Completion for Beneficial Use, or from the time of completion and acceptance of equipment, work or materials in question, whichever is later.

7.2.3 In the event that the Project is completed in phases or stages, and/or in the event that the DPMC takes possession of any part of the Work pursuant to Section 7.4 of these General Conditions, no part of the Project shall be deemed substantially complete for purposes of the New Jersey Statute of Repose, N.J.S.A. 2A:14-1.1, prior to the issuance of a formal Notice of Substantial Completion for Beneficial Use for the all of the Work.

7.3 FINAL COMPLETION

7.3.1 Final completion of the Contract shall occur when:

a. The DPMC and the Architect/Engineer have determined that the punch list has been completed;

b. The Contractor has complied with the Contract Document's closeout requirements;

c. The Contractor has submitted all Contract deliverables as required by the Contract Documents including but not limited to the following: "as-built"

documents, operating and maintenance manuals, attic stock, parts lists, repair source lists, training and certificates; and

d. The Contractor has submitted all warranties, guarantees and/or maintenance bonds required under the Contract.

7.4 PARTIAL OCCUPANCY FOR USE

7.4.1 Use and possession prior to completion: The DPMC shall have the right to take possession or use of any completed or partially completed part of the Project. Said possession or use shall not be deemed acceptance of the Work performed on the Project.

7.4.2 Prior to such possession or use, the DPMC shall furnish the Contractor with an itemized list of Work remaining to be performed or corrected on such portions of the Project that are to be possessed or used by the State. Failure by the DPMC to list any item of work shall not be deemed an acceptance of any Work under the Contract.

7.4.3 The Contractor shall not be entitled to recovery of money damages for any delays, disruptions or inefficiencies caused by such partial occupancy.

7.5 DELAY, DISRUPTION AND INTERFERENCE

7.5.1 Delay - Time Extension. If the Contractor's work is delayed, disrupted or interfered with by act, neglect or default of any party, including the State, the Architect/Engineer, or by strikes, lockouts, fire, unusual delay by common carriers, natural disasters, or by any cause for which the Contractor is not responsible; then for all such delays and suspensions, the Contractor shall be allowed one (1) calendar day addition to the time herein stated for each and every calendar day of such delay so caused in the completion of the Work as specified above, the same to be determined by the DPMC. No such extension shall be granted for any delay unless, within ten (10) calendar days after the beginning of such delay, a written request for additional time shall be filed with the DPMC.

7.5.2 Contractor's Damages for Delay, Disruption or Interference

The Contractor shall not be entitled to recovery of money damages from the DPMC caused by delay, disruption or interference with the Contractor's Work except as expressly provided under section 7.5.2 of these General Conditions paragraph. The Contractor expressly agrees that the Contractor's remedy for delay, disruption of interference shall be limited to an extension of time only and that there shall be no recovery of money damages by the Contractor for any delay, disruption or interference with the Contractor's work attributable to any cause whatsoever (other than the State's negligence, bad faith, active interference or other tortuous conduct). The Contractor expressly agrees that it shall not be entitled to recover damages due to delay, disruption or interference caused by any of the following:

a. Delayed execution of the contract or any of the causes referenced in paragraph 7.5.2;

b. Any act or omission by any party other than the State, including, but not limited to, the Architect-Engineer, any other Contractor or Subcontractor, any

CPM or other consultant retained by the State, any construction manager retained by the State, any agency or instrumentality of the federal government or of any local governmental entity or any utility (e.g., gas, electric, telephone, cable);

c. Any act or omission of any agency or instrumentality of the State , other than the DPMC, including, without limitation, the Department of Environmental Protection and the Department of Community Affairs;

d. Weather;

e. Subsurface conditions of any type including, without limitation rock and underground utilities, whether or not such conditions were reasonably ascertainable to the Contractor at the time of bidding;

f. Use of all or any portion the Project premises prior to completion of the Work to the extent that such use is permitted under the terms of the Contract;

g. Delay in obtaining any permit or approval;

h. Delay caused by the issuance of any court order, injunction or restraining order;

i. Any delay which does not entitle the Contractor to an extension of the Contract Completion Time under Section 6.2.8 of these General Conditions; or

j. Delay attributable to any other cause, other than a cause for which the State is legally restricted from enforcing a contractual "no damage for delay" clause under N.J.S.A. 2A:58B-3 or any other provision of law restricting or barring the enforcement of such clauses.

In interpreting this provision, the negligence or other wrongful conduct of others, including, without limitation, the Architect/Engineer, the CPM consultant, any construction management firm and any other firm or person retained by the State shall not be imputed to the State. Further, to the extent that the Contractor is entitled to recover monetary damages for delay under this Contract, such recovery shall be limited to actual direct costs incurred on account of the delay, and shall not include profit or other markup on such costs, home office overhead calculated under the Eichleay formula or any other kind of consequential or indirect cost or damage, including but not limited to any alleged cost or damage under the total cost method, the modified total cost method, or productivity factors (costs for inefficiency based on industry productivity factors such as those provided by the Mechanical Contractors Association of America (MCAA) Factors Affecting Labor Productivity).

7.5.3 In the event of the failure of the Contractor to complete its work within the time stated in its Contract, the Contractor shall be liable to the State in the sum as set forth as liquidated damages in the Contract, for each and every calendar day that the Contractor fails to attain contract completion of the work. This sum shall be treated as liquidated damages to compensate for the loss to the State of the use of premises in a completed state of construction, alteration or repair, and for added administrative and inspection costs to the State on account of the delay; provided, however, that the said liquidated damages shall be in addition to other compensatory or consequential losses or damages

that the State may incur by reason of such delay, such as, but not limited to, added costs of the Project and the cost of furnishing temporary services, if any. Any such sums for which the Contractor is liable may be deducted by the State from any moneys due or to become due to the Contractor.

7.5.4 It is hereby understood and mutually agreed by and between the Contractor and the State that the start date in the Notice to Proceed, the dates of all required intermediate milestones, and the times for substantial and final completion, as specified in the Contract Documents, are essential conditions of this Contract.

7.5.5 The Contractor agrees that said work shall be executed diligently, at such rate of progress as will ensure full completion of the Work within the time specified. It is expressly understood and agreed, by and between the Contractor and the State, that the time for the completion of the Work herein is a reasonable time, taking into consideration the average climactic range and usual industry conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the DPMC, then the Contractor does hereby agree, as a part of the consideration for the awarding of its Contract, to pay the State the amount specified in section 7.5.3 above, as liquidated damages for loss of use of the Project as hereinafter set forth, for each and every calendar day that the Contractor may have exceeded the stipulated date in the Contract for substantially completing the Work.

7.5.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall similarly be of the essence.

ARTICLE 8 - CLOSE-OUT

8.1 CLOSE-OUT PROCEDURES/FINAL PAYMENT

As part of the final completion procedures described in Article 7 and the requirements for payment as described in Article 9, the Contractor must complete all of the Close-out procedures as follows:

a. Submit the “as-built” record documents as described in Article 4;

b. Submit all operating and maintenance manuals, parts lists, repair source parts, and certificates as defined in 8.2 below;

c. Provide the necessary training for operating systems and equipment as defined in 8.3 below; and

d. Submit all guarantees as defined in 8.4 below.

8.2 OPERATIONS, EQUIPMENT AND MAINTENANCE MANUALS

8.2.1 The Contractor shall provide six (6) copies of all operating, equipment and maintenance manuals, and applicable warranties, as identified and described in the Contract Documents. The operating, equipment and maintenance manuals and warranties, including contact personnel, addresses and telephone numbers, must include a complete description of all systems and equipment and the method of operating and maintaining the equipment. These manuals must be submitted to the Architect/Engineer for review and approval at the earliest date possible following substantial completion, but in all cases prior to final acceptance. Included within the manuals shall be a list of names, addresses and telephone numbers of all the Subcontractors involved in the installations and of firms capable of performing services for each mechanical item.

8.2.2 As a pre-condition to the Final acceptance of a facility for beneficial use, the Contractor shall provide a "throw-away" copy of operations and maintenance manuals to allow the Using Agency's staff to operate the equipment prior to receiving the hard bound copies required by this Contract.

8.3 TRAINING

The Contractor shall provide formal instruction for DPMC-designated personnel, addressing the operation and maintenance of the facilities and all installed equipment for each operating system or major item of equipment or as otherwise specified. The operations and maintenance manuals shall be used as training materials. Unless otherwise accepted by the DPMC, training course format shall be split equally between classroom instruction and field exercise. All classroom instruction may be videotaped by the DPMC. Classroom instruction may be supported by professionally made videotapes. If used, a copy of each professional video that was utilized shall be provided to the DPMC at no cost for future training and reference.

8.4 GUARANTEE

8.4.1 The issuance of a final certificate for payment and/or partial or complete occupancy of the premises shall not be deemed an acceptance of Work not completed in accordance with the Contract Documents. The issuance of a final certificate for payment and/or partial or complete occupancy of the premises shall not relieve the Contractor or its surety of liability with respect to any express or implied warranties or responsibility for faulty materials or workmanship.

8.4.2 The Contractor shall guarantee and warrant, in writing, the Work performed and all materials furnished under this Contract against defects in materials and/or workmanship The Contractor shall be responsible for the value or repair of any damage to other Work or to the building premises resulting from the performance of the Contract.

8.4.3 The Contractor is responsible for the above-stated obligations for a period of one (1) year from the date established in 7.2.2 above. All guarantees, including bonds and registrations, required by the Contract Documents shall be in writing and delivered to the DPMC with submission of the invoice for final payment.

8.4.4 The Contractor shall, at its own expense and without cost to the State, promptly after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during stipulated guarantee periods, as well as any damage to other Work caused by such defects or by repairs. Any other defects in materials or workmanship not discovered during the guarantee period shall be repaired and/or replaced at the Contractor's expense, and such shall be completed within a reasonable time after written notice is given to the Contractor.

8.4.5 Pursuant to the Contract Documents, certain permanent equipment, including elevators and HVAC systems, will have to be activated during construction of the Project to support construction operations. Despite any early activation during the construction of the Project, any and all equipment warranties must extend for the time periods required in the Contract Documents, starting at the date set forth in paragraph 7.2.2.

8.4.5 It is expressly acknowledged and agreed that the express and implied warranties and guarantees to which the State is entitled as well as all warranty and guarantee bonds issued by any surety, shall be in addition to and not in lieu of the State's right to seek recourse against the Contractor and the Contractor's surety for defective work.

ARTICLE 9 - PAYMENTS

9.1 INVOICES

9.1.1 Requests for payment under the Contract for materials delivered or services rendered require the proper completion and submittal of specific forms including, but not limited to, the following:

a. DPMC Form 11/AR50-1 - DPMC Invoice;

b. DPMC Form 11-2 - Monthly Estimate for Payment to Contractor;

c. DPMC Form 11-2a - Certification of Prime Contractor;

d. DPMC Form 11-2b – Certification of Subcontractor;

e. Copies of Subcontractor(s) invoices;

d. DPMC Form 11-3 - Prime Contractors Summary of Stored Materials;

e. DPMC Form 11-3A - Agreement and Bill of Sale Certification for Stored Materials;

f. Consent of Surety forms;

g. Certified Payroll Records;

h. Updated project schedule

i. Any other information or documentation required by other provisions of the Contract documents.

9.1.3 The Contractor shall submit the completed request for payment on a monthly basis for all properly completed billable work to the DPMC Project representative and at the address identified at the pre-construction conference.

9.1.4 One (1) original and one (1) copy of the request for payment packets shall be prepared and submitted unless otherwise specified.

9.1.2 No request for payment shall be deemed to be formally submitted and received for payment until all dollar amounts and completion percentages for each line item in the invoice has been determined and agreed upon by the State and the Contractor.

9.1.5 For the purpose of the State's Prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.):

a. A proper invoice will be deemed to have been received by the owner when it is received by the person or entity designated by the State to review and sign the invoice on the State's behalf at the address designated in the pre-construction conference for receipt of invoices. Receipt of an invoice by such person or entity shall commence the running of the 20-day period for formal approval and certification as provided under N.J.S.A. 2A:30A-2(a);

b. The "billing date", as the term is used in N.J.S.A. 2A:30A-2, shall be the earlier of the date upon which an invoice for payment is approved for payment or twenty (20) days after the invoice is received, unless within such 20-day period

the invoice is found to be incomplete or otherwise unacceptable and returned to the contractor, with a written explanation of deficiencies;

c. In the event that an invoice is found to be deficient and returned to the contractor, the "billing date" shall be calculated from the date that a corrected invoice is received.

d. Payment shall be considered to have been made on the date on which a check for such payment is dated;

e. Payment terms (e.g., "net 20") offered by the contractor shall not govern the State's obligation to make payment;

f. The following periods of time will not be included in the calculation of the due date of any contractor invoice:

(1) Any time elapsed between receipt of an improper invoice and its return to the contractor, not to exceed twenty (20) calendar days; or

(2) Any time elapsed between the State's return of an improper invoice to the contractor and the State's receipt of a corrected invoice.

9.1.6 The provisions of this Article 9 shall not govern the State's payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the contractor to the extent that the contractor has not performed in accordance with the provisions of the contract. Nor shall this Article 9 govern the State's payment obligations nor supersede or modify any other contractual provision governing contractor claims for additional compensation beyond the base contract price and approved change orders.

9.2 INTEREST

9.2.1 Interest shall be payable on amounts due the contractor if not paid within thirty (30) calendar days after the billing date specified in the above subparagraph 9.1.5(b), as provided under the State's Prompt Payment of Contractors and Subcontractors Act (N.J.S.A. 2A:30A-01, et seq.) Interest on amounts due shall be payable to the contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn.

9.2.2 Interest may be paid by separate payment to the contractor, but shall be paid within thirty (30) calendar days of payment of the principal amount of the approved invoice.

9.2.3 Nothing in this Article 9 shall be construed as entitling the Contractor to payment of interest on any sum withheld by the State for any reason permitted under the contract or applicable law, or on any claim for additional compensation, over and above sums due under the base contract or approved change orders.

9.3 SCHEDULE OF VALUES AND FINAL PAYMENT

9.3.1 Unless otherwise directed, the Contractor shall furnish a schedule of amounts for Contract payments (Unit Schedule Breakdown,) of the total Contract price, showing the amount included therein for each principal category of the Work and for each Contractor

and Subcontractor, in such detail as requested, to provide a basis for determining progress payments. The schedule, as approved, shall be used only as a basis for the Contractor's estimates for progress payments, and approval by the DPMC does not constitute acceptance of the allocability and allowability of costs to a specific element of Work. The Contractor is cautioned that no payment requests shall be approved until the Unit Schedule Breakdown has been approved in writing by the DPMC.

9.3.2 The State will make progress payments monthly as the Work proceeds based upon the Unit Schedule Breakdown.

9.3.2 All material and Work paid pursuant to progress payments shall thereupon become the sole property of the State. This provision shall not be construed as relieving the Contractor from the sole responsibility for the protection of all material and Work upon which payments have been made for the restoration of any damaged work, or as waiving the right of the State to require the fulfillment of all of the terms and conditions of the Contract.

9.3.3 Following completion and acceptance of all work, the amount due the Contractor under this Contract shall be paid only upon satisfactory completion, by the Contractor, of all Contract close-out requirements, completion of a State audit on all Contract values and payments, and after the Contractor has furnished the State with a release of claims against the State, arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release.

9.3.4 If for any reason the Contractor refuses final payment, the Project may be closed out by the State by the processing of a Final Contract Acceptance certification. The lack of such certificate shall not toll the limitations period applicable to Contractor claims against the State.

9.3.5 In addition to other warranties required by provisions of the Contract and specifications, the Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to the State free and clear of all liens, claims, security interests or encumbrances, either upon incorporation into the construction or upon receipt of payment to the Contractor, whichever occurs first. This provision shall not be construed as relieving the Contractor from sole responsibility for the care and protection of materials and work upon which payments have been made, or for the restoration of any damaged work, or as a waiver by the State of its rights to require fulfillment of all terms of the Contract.

9.3.6 By recommending approval of any invoice, the Architect/Engineer shall not be deemed to represent that it has made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination to ascertain how and for what purpose the Contractor has used the moneys previously paid. The payment of an invoice does not constitute an acceptance of the Work. The State reserves the right to further inspect the Work and to withhold retainage and any additional funds required to pay for any corrective action for non-conforming work.

9.3.7 If any corporation licensed to do business in New Jersey shall be or become delinquent in the payment of taxes, assessments or fees due the State, unless under an

active appeal process or any final judgment in the State's favor against the Contractor, the DPMC may, in accordance with N.J.S.A. 54:49-19 or other applicable law withhold moneys due the said corporation for the purpose of assuring the payment to the State of such taxes, assessments, fees or judgment.

9.4 CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Pursuant to N.J.S.A. 52:32-40, 41 and N.J.S.A. 2A:44-148; the Contractor shall submit a Certification of Prime Contractors form and a Certification of Subcontractor form for each Subcontractor identified in the Unit Schedule Breakdown, as part of the submission for each invoiced progress payment.

9.5 STORED MATERIALS

9.5.1 Unless specifically allowed in the Contract Documents, all materials and equipment must be delivered and installed or stored on the Site prior to payment for such material or equipment.

9.5.2 The DPMC may at its discretion allow payment for equipment stored off Site provided that the following has occurred:

a. The DPMC has approved the Contractor's written request;

b. The equipment has been properly stored in an approved location;

c. The Contractor has established the Owner's title to the specific equipment;

d. The Contractor has provided sufficient proof of insurance for the materials, equipment and the storage facility;

e. The Contractor has submitted a release of liens on said stored equipment;

f. The Contractor has submitted a statement agreeing to assume all costs for storage of material and equipment off Site, including, if required by the DPMC, the cost of storing such material and equipment in a bonded warehouse; and

g. The Contractor furnishes the "Prime Contractor's Summary of Stored Materials" and "Agreement and Bill of Sale Certification for Stored Materials," forms respectively.

9.6 ALLOWANCES

9.6.1 The Contractor shall include in its bid all allowances as may be set forth in the Contract Documents. The Contractor shall purchase the "allowed materials" as directed by the DPMC on the basis of the lowest acceptable quote from at least three competitive offers or as a negotiated cost subject to DPMC approval. If the actual cost of the "allowed materials" is more or less than the stipulated allowance, the Contract price may be adjusted accordingly. The adjustment in Contract price shall be made on the basis of the actual purchase cost without additional charges for overhead, profit, bond premium or any other incidental expenses. The cost of installation of the "allowed materials," unless

otherwise specified, is to be included as the responsibility of the Contractor in whose Contract the allowance is included, and the Contractor installing such "allowed materials" shall not be entitled to additional payment for such installation.

9.6.2 Unless otherwise provided in the Contract Documents:

a. These allowances shall cover the Contractor's true costs, including credit for any trade discount, of the materials and equipment required by the allowance, delivered at the Site, including all applicable taxes;

b. The Contractor's costs for unloading and handling, labor, installation costs, overhead, profit and other expenses reasonably required in connection with such allowance items shall be included in the Contract sum and not as part of the allowances.

9.7 RETAINAGE

9.7.1 In making progress payments for Contract work completed, the State will retain ten percent (10%) of the approved invoice amount until final acceptance and completion of all work covered by the Contract.

9.7.2 The Contractor may, after 50% (fifty percent) of the Contract work is in place, and if the Work is proceeding on schedule, apply for a reduction in the amount retained by the State for the duration of the Contract. Such application must be in writing and accompanied by documentation granting formal consent of surety to the reduction in retainage request. If the DPMC determines that the Contractor's performance has been satisfactory and that the reduction is warranted and appropriate, the State may, with the next progress payment, release any portion of the accumulated retainage in excess of five percent (5%) of the Work in place and retain an amount equal to five percent (5%) of the Work in place for the duration of the Contract. If progress of the Work is not maintained in accordance with the approved schedule, the DPMC may elect to re-institute retainage of ten percent (10%) of the Work in place for the duration of the Contract.

9.7.3 Withholding Payment for Non-Delivery of Data:

a. If technical data such as "as-built" drawings, reports, spare parts lists, repair parts lists, or instruction books (including additional and maintenance manuals), or any part thereof, are not delivered within the time specified by this Contract or are deficient upon delivery, the DPMC has the discretion to withhold from each invoice a percentage (in addition to any other retainage required by the Contract) of the Contract price in accordance with the following table:

When total contract price is:	Percentage to be withheld is:
Less than $250,000.	10%
$250,000.01 through $1,000,000	5.0%
Over $1,000,000	2.0%

b. The withholding of any sums pursuant to this article shall not be construed as, or constitute in any manner, a waiver by the State of the Contractor's obligation to furnish the data required under this Contract. In the event the

Contractor fails to furnish these items, the State shall have those rights and remedies provided by law and pursuant to this Contract, in addition to, and not in lieu of, the sums withheld in accordance with this article.

9.8 MISCELLANEOUS

9.8.1 Disputes regarding nonpayment of a Contractor's invoice under this Article 9 may be submitted to non-binding Alternative Dispute Resolution (ADR) upon mutual agreement of the State and the Contractor. In such event, the State and the Contractor shall share equally the fees and expenses of the selected mediator, arbitrator, umpire or other ADR neutral. Provided, however, that nothing herein shall be construed, in whole or in part, as a waiver, release or modification of the provisions of the New Jersey Contractual Act, N.J.S.A. 59:13-1, et seq., which governs claims against the DPMC.

9.8.2 A Contractor not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the State with seven (7) days written notice of non-payment, and only in the event that the State fails to furnish the Contractor, within that seven-day period, a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Contractor's nonperformance, or to limit the State's rights and remedies relating to such non-performance, with regard to any monies withheld from the Contractor upon the proper notice provided under this Article 9, or with regard to any Contractor claim disputed by the DPMC.

ARTICLE 10 - CHANGES IN THE WORK

10.1 CHANGES IN THE WORK

10.1.1 The DPMC may at any time, issue a written Change Order which shall direct a change in the Work within the general scope of the Contract, including, but not limited to, changes:

a. In the plans and/or specifications;

b. In the method or manner of performance of the Work;

c. In the State-furnished facilities, equipment, materials, services, or site; or directing acceleration in the performance of the Work; and/or

d. In the time for the completion of the Work.

10.1.2 Change Orders

10.1.2.1 The Contractor agrees to prepare and submit, within ten (10) calendar days of encountering any conditions it considers a change, or upon receiving official notice of a proposed change or written direction to proceed with a change, a current DPMC form entitled "Contractor Change Order Request," to the DPMC. The Contractor shall submit an original of the form. Failure to submit a timely form may be grounds for rejection of the request for Change Order, at the DPMC's discretion.

10.1.2.2 All requests for Contract time extensions must be submitted in accordance with the requirements set forth in Articles 6 and 7, accompanied by copies of the current approved progress schedule and copies of a proposed progress schedule detailing the incorporation of the changed work and the effects of such incorporation on progress. Failure to provide all required information shall be grounds for rejection of the request.

10.1.2.3 DPMC will only consider a contract duration extension Change Order request arising from changes in the Work, if that change is proven by the Contractor to have caused a delay in the completion of the Project. When the Contract duration is increased as a result of a change, the resulting change in Contract amount will include the costs of extended performance, computed in accordance with the terms of this Section, and no further consideration of such costs arising from the specific modification will be given.

10.1.2.4 Every Change Order request submitted by the Contractor shall furnish a price breakdown, which shall cover all work involved in the change whether such work was deleted, added or changed and shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, overhead costs and profit. Any amount proposed for subcontracts shall be supported by an equally detailed breakdown. In addition, if the request includes a time extension, a justification (see section 10.1.4.) shall also be furnished. The request, together with the price breakdown and time extension justification, shall be furnished by the date specified by the DPMC.

10.1.2.5 The following rates shall apply in computing overhead (indirect costs) and profit for Change Orders that do not exceed $25,000. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and

deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

(1) fifteen percent (15%) of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen (identified by name and not included in the Project as the full-time superintendent or full time foreman as required elsewhere in the contract documents), equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the Contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the Work.

(2) fifteen percent (15%) of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

b. For rented equipment, an hourly rental rate will be used which will be determined based upon the monthly rental rates in the current edition of the Rental Rate Blue Book for Construction Equipment (Rental Book)and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the Rental Book. The Contractor will be allowed only 65% (sixty-five percent) of the rental rate on Contractor-owned equipment.

c. Bond premiums and payroll taxes, if applicable, will be allowed at actual cost. The Contractor shall submit from the surety to DPMC a letter for the bond premiums.

d. The Contractor's profit on Subcontractor's work will be six percent (6%) of the Subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the Contractor. The Contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of Subcontractor exists, for the purpose of markups, they shall be treated as one Subcontractor.

e. A profit of six percent (6%), where profit is allowable by the terms of the applicable Contract provision, shall be added to the Contractor's total cost. Indirect costs shall not be duplicated in direct costs.

10.1.2.6 For Change Orders in excess of $25,000 the maximum allowable percentages of 15% overhead and 6% profit applies unless negotiated lower based upon the nature, extent and complexity of the Work involved.

10.1.2.7 The DPMC, in order to avoid delays in the progress of work or when in the best interests of the State, has the discretion to direct the Contractor, in writing, to proceed with work claimed by the Contractor to be extra work , and/or to accelerate its work without a prior agreement on entitlement or costs. Such direction shall be in the form of a Letter of Direction. The Contractor may submit a claim for evaluation by

DPMC, for costs or for time on account of such work and/or acceleration on the form entitled "Contractor Change Order Request," completed in sufficient detail and in accordance with this article within ten (10) calendar days after receipt of the Letter of Direction. Nothing in this article shall excuse the Contractor from proceeding with the Work identified in the Letter of Direction and all other Contract Work. Issuance of a Letter of Direction under this article shall not be intended nor construed as an admission or acknowledgment by the State that the Contractor is entitled to additional compensation and/or time on account of such Work and/or acceleration.

10.2 ACCELERATION

The DPMC may order and direct the Contractor to accelerate its Work at any location(s) by increasing its forces, working overtime and/or working on Saturdays, Sundays, and holidays. If acceleration is required by the DPMC, and not due to any delays on the part of the Contractor, the Contractor will be reimbursed for additional costs.

ARTICLE 11 - CLAIMS AND DISPUTES

11.1 CONTRACTOR CLAIMS

11.1.1 Any claims made by a Contractor against the DPMC for damages, extra costs or any other claim made pursuant to the contract are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., as well as all the provisions in this Contract.

11.1.2 Upon presentation by the Contractor of a request in writing, the DPMC may review any decision or determination of the State or the Architect/Engineer as to any claim, dispute or any other matter in question relating to the execution or progress of the Work or the interpretation of the Contract Documents. Consistent with the intent of this Contract, the DPMC may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted, the Contractor and/or the Architect/Engineer shall be afforded the opportunity to be heard on the matter in question. Following review of the Contractor's request, the DPMC and the Contractor may settle or resolve the disputed matter, provided however that any such negotiations, conferences, settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). The DPMC's participation in any effort to negotiate, settle or resolve any such claim or dispute with the Contractor shall not operate to toll or extend the time limitations for notice or suit under the New Jersey Contractual Liability Act.

11.2 MUTUAL RIGHTS AND RESPONSIBILITIES OF ALL CONTRACTORS AND THE ARCHITECT/ENGINEER

11.2.1 Any Contractor or the Architect/Engineer which by its own acts, errors or omissions, damages or unnecessarily delays the Work or otherwise causes damage to the State, any other Contractor or the Architect/Engineer, shall be directly responsible to the aggrieved party or parties, for all costs and expenses incurred due to any such delays and/or damages whether by settlement, compromise or arbitration or judgment.

11.2.2 Any Contractor damaged by the actions of another Contractor or Architect/Engineer shall have a direct right to recovery against the party causing such damages, but shall not have a right to recover such damages against the State.

11.2.3 In addition, the party responsible for causing such damages agrees to defend, indemnify and save harmless the State from all such claims and damages. Nothing contained in this paragraph shall be construed to relieve the responsible party from any liability or damage sustained on account of such acts, errors or omissions.

11.2.4 The State shall not be held vicariously liable to any Contractor for any damages or extra costs caused by any acts or omissions by another party including but not limited to actions of the Architect/Engineer as specified in the above paragraph. The Contractor's exclusive remedy shall be against the party directly responsible for causing such damages or extra costs.

ARTICLE 12 - TERMINATION/SUSPENSION

12.1 SUSPENSION OF THE WORK / STOP WORK

12.1.1 If the Contractor fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents, or if the DPMC determines that it is in the best interest of the Project to do so, the DPMC may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated and the DPMC provides written notice to the Contractor that the stopped Work may resume.

12.1.2 The DPMC shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of the DPMC, it may be necessary or expedient for the State to do so.

12.2 TERMINATION FOR CAUSE

12.2.1 If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials so as to avoid or eliminate delays in the orderly progress of the Work in accordance with the approved schedule; or if the Contractor fails to make prompt payment to any Subcontractor or for materials or labor; or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or if the Contractor is guilty of a material breach of a provision of the Contract Documents or otherwise fails to carry out the Work in accordance with the Contract Documents, then the DPMC may, without prejudice to any other right or remedy, and after giving the Contractor and its surety three (3) working days written Notice to forthwith address such breach and default with diligence and promptness, terminate the employment of the Contractor by the issuance of a written Notice to that effect to the Contractor and its surety, should the Contractor fail to comply with the demands of the original above mentioned Three Day Notice.

12.2.2 Upon such termination, the DPMC may take possession of the Site and of all the materials, equipment, and tools on the Site and of any materials stored off Site paid for by DPMC, and may finish the Work by whatever method the DPMC may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.3 In the event of termination for default, the surety shall either complete the principal's work or finance the completion of the Work. The surety shall not have the right to do nothing. In the event of the surety's breach of its obligations to the State, the surety shall be subject to all available damages under the law, including but not limited to debarment and the penalties imposed by New Jersey's Consumer Fraud Act.

12.2.4 Within seven (7) calendar days following receipt of Notice of Termination by the surety, the surety shall submit in writing its intention to satisfy its bond obligation to the State as obligee, and to explain its plan to complete the Work, tender a completing Contractor or finance the completion of the Work.

12.2.5 If the surety elects to take over the Work and complete same or to tender a completing Contractor, it must furnish notice of its intent to do so in writing over the

signature of an authorized representative and such notice shall be served upon the DPMC within seven (7) calendar days after service upon the surety of the Notice of Termination. This document shall identify the Contractor to perform this work.

12.2.6 If the surety elects to satisfy its bond obligation by financing the completion of the Work, in lieu of taking over same, the surety and State shall enter into an agreement, within thirty (30) days of the termination Notice, setting forth the details of the payments to be made by the surety. All current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project shall be paid by the surety without delay, subject to allowance of reasonable time to verify such claims by the surety.

12.2.7 If the surety fails to satisfy its bond obligations within the time frames established above, the DPMC may undertake the completion of the Project in any manner deemed appropriate. In that circumstance, the surety shall not be relieved of any of its payment and performance bond obligations.

12.2.8 If the unpaid balance of the Contract sum exceeds the cost of finishing the Work (including but not limited to liquidated damages for delays and all other remaining damages sustained by the State originating from such breach of Contract), such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its surety shall be obligated to pay the difference to the DPMC promptly upon receipt of billing from the State, and this obligation shall survive the termination of the Contract.

12.3 OWNER'S RIGHT TO COMPLETE THE WORK

12.3.1 Alternatively, should the Contractor fail or refuse to correct its breach and default after receiving the required notice as provided under Section 12.2 hereof, the DPMC, in lieu of terminating the Contractor's employment, may provide for the correction and completion of all remaining Work by other means, and deduct all costs associated with such correction and completion from any undisbursed balance of funds (including earned retainage) remaining under the Contract. Such deduction may be documented by issuance of one or more deductive change orders. DPMC's correction or completion of Work under this paragraph shall not operate to waive, release or diminish the liability of the Contractor and its surety to the State for any breach or default by the Contractor.

12.4 TERMINATION FOR CONVENIENCE

12.4.1 The DPMC may, at any time, terminate the Contract in whole or in any part for the DPMC's convenience and without cause when the DPMC in its sole discretion views termination to be in the public interest.

12.4.2 Upon receipt of an order of Termination for Convenience, the Contractor shall not proceed with any item of work which is not specified in the Order of Termination. The Contractor shall complete all items of work specified in the termination order. Such work shall include punch list items and all work necessary to ensure the safety of the public, to properly secure existing work already constructed or partially constructed and to secure the Project Site. This work so ordered shall be performed in accordance with the Contract Documents, and may include items of work not in the original Contract. The Work performed shall be considered substantially complete upon completion and

acceptance of all items of work specified in the Order, except punch list items. After completion of the punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment. The DPMC reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in an Order of Termination for Convenience.

12.4.3 When the DPMC orders termination of the Contract for Convenience, all completed items of work as of that date will be paid for at the Contract prices.

12.4.3.1Payment for partially completed work will be paid for at agreed prices.

12.4.3.2 Payment for new items, if any, will be made either at agreed prices or in accordance with Article 10.

12.4.3.3Materials obtained by the Contractor for the Work but which have not been incorporated therein may, at the option of the State, be purchased from the Contractor at actual cost delivered to a prescribed location, or otherwise disposed of as mutually agreed.

12.4.4 Within sixty (60) days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred, not covered above or elsewhere in the Contract. Such claims may include reasonable mobilization costs, overhead expenses attributable to the Work performed, Subcontractor costs not otherwise paid for, actual idle labor costs if Work is stopped in advance of the termination date. The DPMC will not compensate the Contractor for costs prohibited under provisions of the Contract and/or anticipated profits on work not performed.

12.4.5 If the DPMC terminates the Contractor for cause as provided under Article 12.2 of the General Conditions, and if a court of law subsequently determines such termination for cause to have been undertaken without lawful justification, then such termination shall be deemed a termination for convenience governed by this Article 12.4. In that event, recovery by the Contractor and/or the Contractor's surety shall be limited to those costs which are recoverable following a termination for convenience under this Article 12.4.

ARTICLE 13 – OTHER REQUIREMENTS

13.1 PREVAILING WAGE

13.1.1 The Contractor shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto, and this act is hereby made a part of every Contract entered into on behalf of the State of New Jersey through the DPMC, except those Contracts which are not within the contemplation of the Act. Provisions of the Act include the following stipulations and requirements:

a. All workers employed in the performance of every Contract in which the Contract sum is in excess of $2,000 and to which the DPMC is a party shall be paid not less than the prevailing wage rate as designated by the Commissioner, Division of Labor or his or her duly authorized representative.

(1) The Contractor performing public work for the DPMC and which is subject to the provisions of the Prevailing Wage Act, shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, Division of Labor. This posting shall include the effective date of any changes thereof, and shall be displayed in prominent and easily accessible places at the Site of the Work or at such place or places as are used by the Contractor/Subcontractor to pay workers' wages.

(2) At the time of the bid due date, the Bidder and any Subcontractors identified by the Bidder must be registered in accordance with "The Public Works Contractor Registration Act" (N.J.S.A. 34:11-56.48 et seq.) All questions regarding registration shall be addressed to:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P O Box 389
Trenton NJ 08625-0389
Telephone: 609-292-9464
FAX: 609-633-8591

b. In the event it is found that any worker, employed by any Contractor covered by any Contract in excess of $2,000 for any public work to which the DPMC is a party, has been paid a rate of wages less than the prevailing wage required by such Contract, DPMC may terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may otherwise execute the Work to completion.

c. In the event that any Subcontractor retained by a Contractor on any Contract in excess of $2,000 for any public work to which the DPMC is a party, has been paid a rate of wages less than the prevailing wage required by such Contract, DPMC may terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may

otherwise execute the Work to completion or may require that the Contractor immediately substitute a new Subcontractor at the costs set forth in the Contract.

d Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on a Project.

e. The Contractor shall, as a condition of subcontract with any tier Subcontractor, require compliance with this section as a condition of Subcontract.

f. The State may audit the Contractor's conformance with the Prevailing Wage Act. If the result of such audit determines that the Contractor has not complied with the Prevailing Wage Act then such Contractor shall be responsible for the cost of this audit.

13.2 PATENTS

13.2.1 The Contractor shall hold and save the State and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or non-patented design, devise, invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the State, unless otherwise specifically stipulated in the Contract Documents.

13.2.2 License and/or royalty fees for the use design, devise, invention, process, article or appliance which is authorized by the State must be reasonable, and paid to the holder of the patent or his or her authorized licensee directly by the State and not by or through the Contractor.

13.2.3 If the Contractor uses any design, devise, invention, process, article or appliance covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the State of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, devise, invention, process, article or appliance in any way involved in the Work.

13.2.4 The Contractor and/or its surety shall indemnify and save harmless the State from any and all claims for infringement by reason of the use of such patented or copyrighted devise, invention, process, article or appliance, or any trademark or copyright in connection with Work performed under this Contract, and shall defend and indemnify the State for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the execution of the Work or after the completion of the Work. This section shall survive the termination of the Contract.

13.3 RIGHT TO AUDIT

13.3.1 The State reserves the right to audit the records of the Contractor in connection with all matters related to its Contract. The Contractor agrees to maintain its records in accordance with "Generally Accepted Accounting Principles," for a period of not less than five (5) years after receipt of final payment. All charges must be supported by appropriate documentation, including, but not limited to canceled checks. All records

shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request and at no cost to the State.

13.3.2 The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request and at no cost to the State.

13.3.2 The Contractor shall develop, maintain and make available to the DPMC on request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, Change Orders, all original estimates, takeoffs and other bidding documents, all Subcontractor and supplier Contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the Project (including all Subcontractor and supplier costs), all payment records and all records showing all costs incurred in labor and personnel of any kind, records and other data as the State may request concerning work performed or to be performed under this Contract.

13.3.3 The Contractor acknowledges and agrees that no claim for payment which is premised to any degree upon actual costs of the Contractor shall be recognized or payable by the State except and to the extent that such actual costs are substantiated by records required to be maintained under these provisions.

13.3.4 The Contractor acknowledges and agrees that its obligation to establish, maintain and make available records and the State's right to audit as delineated herein shall extend to actual costs incurred by Subcontractors in performing work required under the Contract Documents. The Contractor shall require in each subcontract that the Subcontractor establish, maintain and make available to the State all records as defined and delineated herein, relating to all work performed under the Subcontractor including work performed by a sub-Subcontractor.

13.4 INSURANCE

13.4.1 Insurance To Be Carried By The Contractor:

The Contractor shall obtain and maintain, at its expense and for the duration of the contract, minimum insurance coverage set forth below. By requiring such minimum insurance, the State of New Jersey shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

a Commercial General Liability:

(1) Commercial General Liability (CGL)-ISO occurrence form CG001 or a substitute form providing a minimum coverage of $2,000,000 per occurrence for bodily injury liability and $2,000,000 per occurrence for property damage liability and shall cover liability arising from:

- Premises/Operations

- Independent Contractors
- Products/Completed Operations
- Personal and Advertising Injury
- Liability assumed under an insured contract (including defense cost assumed)

(2) The State of New Jersey shall be included as an additional insured under the CGL using ISO additional insured endorsement CG 20 10 and CG 20 37 or a substitute providing equivalent coverage, which endorsement shall include coverage for the State of New Jersey arising out of the completed operations of the contractor, and which coverage shall be maintained in effect for the benefit of the State of New Jersey for a period of three (3) years following the completion of the work specified in section 7.3 of this contract. Additional Insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the State of New Jersey.

(3) The CGL general aggregate shall apply separately to this project using ISO CG 2503 form – designated construction projects(s) General Aggregate Limit.

(4) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

(5) If not included in the policy form the CGL policy must be endorsed with a separation of insureds (severability of interests) endorsement.

(6) CGL policy must provide or be endorsed (ISO form CG 24 04) to provide for waiver of subrogation.

b Business Automobile Liability:

(1) Contractor and subcontractors shall maintain business auto liability insurance and such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

(2) The limits of liability shall be not less than $1,000,000 per occurrence for both bodily injury and property damage liability.

(3) Business Automobile coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later additions of CA 00 01.

(4) If required by law, the business auto policy shall be endorsed to provide pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos form

CA 99 48 and the Motor Carrier Act endorsement (MCS 90) shall be attached.

(5) Waiver of Subrogation -- Contractor waives all rights against the State of New Jersey for recovery of damages to the extent these damages are covered by the business auto liability insurance obtained by Contractor pursuant to Paragraph 2.0 of this Agreement.

c Workers Compensation: Workers Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction is required to protect the employees of the Contractor or any Subcontractor who will be engaged in the performance of this Contract. This insurance shall include employers' liability protection with a limit of liability not less than $500,000.

d Umbrella Liability: Contractor must maintain an Umbrella Liability Policy excess of the Commercial General Liability, Automobile Liability and Employer Liability coverage.

(1) The coverages of the umbrella policy must be as broad as the primary policies covered by this policy and include a "drop-down" provision if the primary coverage becomes impaired or exhausted.

13.4.2 Insurance To Be Carried By The State of New Jersey:

a Builders Risk Insurance: Unless otherwise provided in this agreement the State of New Jersey shall provide and maintain, in a company or companies lawfully authorized to do business in the jurisdiction which this project is located, Builders Risk Insurance in the amount of the initial contract amount as well as subsequent modifications for the entire project at the site on a replacement cost basis.

(1) The Builders Risk coverage shall be on an "All Risk of direct physical loss or damage" or equivalent policy form and include theft, earthquake, flood, temporary structures, demolition and increased cost of construction, architects fees and expenses.

Also the insurance must include coverage for Equipment Breakdown Coverage (a.k.a. Boiler & Machinery) which shall cover insured Equipment during installation and testing. The Builders Risk insurance shall include the interest of the State of New Jersey, the general Contractor, subcontractors and sub-tier contractors in the project.

(2) The Builders Risk Policy shall cover all materials equipment and supplies, assemblies and furnishings intended for specific installation in the project while located at the site. The policy will cover portions of the work off site and portions of the work in transit subject to the policy sub-limits for these coverages.

(3) Waivers of Subrogation -- The State of New Jersey and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees and (2) the

Architect/Engineer, Architect/Engineer's Consultants, and any of their subcontractors, Sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by the Builders Risk insurance or any other property insurance applicable to the work.

(4) The Builders Risk policy will provide for a waiver of subrogation against all interested parties covered by the policy but only to the extent the loss is covered by the policy.

(5) The above insurance shall apply only to the work described in this contract, and shall not apply to alterations, repairs, maintenance and installations of systems, equipment and other items of work which do not result in creating additional habitable space. This insurance shall not protect against damage or loss to any of the Contractor's or Subcontractor's tools, equipment, scaffolding, staging towers or forms and Contractor's materials stored on Site which are not part of the construction Project,. It is understood that the Contractor will, at its own expense, carry all insurance which may be required to provide the necessary protection against such loss or damage herein described which shall contain a waiver of any right of subrogation against the State of New Jersey.

(6) Deductible Provisions -- The insurance protection described herein may contain a deductible clause. The State of New Jersey agrees to bear the cost of all deductibles of the Builders Risk Policy.

(7) Loss Reporting and Loss Adjustment – The Contractor will receive a Loss Reporting Form whenever Builders' Risk Insurance is written. This form includes appropriate loss reporting instructions. In the event of loss, the Contractor shall immediately notify the State of New Jersey, DPMC, in writing, and take any other appropriate steps as may be required under the standard builders' risk insurance policy in effect. Upon the occurrence of any loss or damage prior to the acceptance of the building by the State, the Contractor shall, at the State's option, replace and repair the damaged work as originally provided in the drawings and specifications at no additional compensation to that provided in the original Contract.

(8) Status Trustee for Loss Adjustment -- All losses will be adjusted with, and payable to, the State of New Jersey, as trustee for the insured as their interests may appear. The Contractor shall be named jointly with the State in all policies of insurance, all of which shall be open to inspection by the State.

(9) This provision shall not relieve the Contractor from its obligation to complete, according to plans and specifications, the Project covered by the Contract, and the Contractor and its surety shall be obligated to full performance of the Contractor's undertaking.

13.5 ASSIGNMENT OF ANTITRUST CLAIMS

13.5.1 The Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this Contract, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions, instrumentalities, and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods or services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this Contract.

13.5.2 In connection with this assignment, the following are the express obligations of the Contractor:

a. The Contractor will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.

b. The Contractor will advise the Attorney General of New Jersey and DPMC:

(1) in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and/or

(2) immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the tendency of such action.

c. The Contractor will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such Notice will be sent to the Attorney General of New Jersey and the DPMC.

13.5.3 It is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

END, GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

SECTION 011100

SUMMARY

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The Scope of this Project is for the demolition of abandoned buildings and includes:

1. Soil Erosion Controls
2. Site Protection
3. Building Demolition
4. Demolition of Site Improvements
5. Backfilling, and Grading
6. Removal and Reuse / Recycle / Disposal of Site Debris
7. Removal and Reuse / Recycle / Disposal of Demolition Debris
8. ACM Abatement
9. Termination and removal of water and sewer services

1.2 MARKOUT SERVICES

A. Prior to any onsite or off site activity contact New Jersey Dig (1-800-272-1000) for a buried utility markout survey. If the survey should expire, or markings become illegible, contractors requiring excavation as part of their work shall be responsible for arranging a new survey.

1.3 SITE PROTECTION

A. Confine operations to those areas designated on the drawings.

B. Do not interfere with, impair, or prevent the use, maintenance and operations of the adjoining roads, curbs, sidewalks, structures, lands, and public use areas.

C. Repair all damage to the adjoining structures, roads, curbs, sidewalks, structures, lands, and public use areas as a result of operations under this contract. Clean adjacent structures and improvements of dust, dirt, and debris caused by the demolition operations.

1.4 WARRANTIES

A. The Contractor will supply a warranty letter printed on their letterhead. See Appendix E for example warranty.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes administrative and procedural requirements for Allowances.

1.02 DEFINITIONS

A. Allowances is an amount established in the contract documents for inclusion in the contract sum to cover the cost of prescribed items not specified in detail, with provisions for variations between such amount and the finally determined cost of the prescribed items.

1.03 PROCEDURES

A. Allowances have been established and are described herein. Materials or equipment furnished or installed or provided for work done under an Allowance shall be at the direction and authorization of the Engineer. The amounts of the Allowances stipulated are estimates only; payments under Allowances will be the actual cost of furnishing or installing or providing the Work included in the Allowance.

B. Include the amounts stipulated herein for the Allowances in the Lump Sum Price bid for the Contract. The Lump Sum Price bid for the Contract will be decreased by the amount that the actual cost of the Allowance differs from the Allowance stipulated.

C. For each Allowance, submit a cost estimate for the Work based on a list of required work stipulated by the Engineer. The estimate shall detail the equipment or material cost of each item provided under the Allowance, the cost for installing the equipment or material, and the overhead and profit associated with this work. The estimate shall accurately reflect the material and labor costs required for installing the equipment or materials, and shall not include work required under the base bid.

PART 2 - MATERIALS (Not Used)

PART 3 - EXECUTION

3.01 LIST OF ALLOWANCES

A. There are currently no allowances established for this Project.

END OF SECTION

SECTION 013000

ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT MEETINGS

A. Construction Progress Meetings will be held at the Project site on a as needed basis.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013216

CONSTRUCTION SEQUENCE

PART 1 – GENERAL

1.1 CONTRACT COMPLETION

A. The work under this Contract shall be completed within 336 calendar days from the date of the Notice to Proceed.

1.2 PROJECT SEQUENCE

A. Submit a project sequence for all the tasks in the scope of work within four (4) calendar days of the Notice to Proceed for review and approval.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 014113

REGULATORY COMPLIANCE

PART 1 – GENERAL

1.1 REGULATORY COMPLIANCE

A. The Contractor is solely responsible for all site safety.

B. Inspect and assure compliance with all statutory requirements for worker protection and safety. Provide, inspect, and assure that all workers utilize appropriate worker protective and safety gear for both land and water based activities.

C. Instruct workers and inspectors in the proper use of all protective and safety equipment.

D. All safety equipment shall be OSHA approved. Personal floatation devices shall be USCG approved.

1.2 CODES AND STANDARDS

A. New Jersey Uniform Construction Code: The work described by these Contract Documents shall be accomplished in strict accordance with the New Jersey Uniform Construction Code and in full compliance with the following Subcodes and Standards as applicable:

INTERNATIONAL BUILDING CODE, NEW JERSEY EDITION 2015
NATIONAL PLUMBING CODE
NJAC 5:23-8 ASBESTOS HAZARD ABATEMENT SUBCODE

B. Asbestos Abatement Standards: Accomplish the work described by these Contract Documents in strict accordance and in full compliance with the Federal and State Standards specified in Section 020591.

C. Comply with applicable regulations and standards for traffic control and sewer and water terminations.

1.3 PERMITS

A. Asbestos Abatement Permit: The Licensed Asbestos Abatement Contractor shall obtain and pay for all permits and pay all associated fees, including any bonds that may be required.

B. U.C.C. Construction (Demolition) Permits will be issued after:

1. All asbestos abatement work is completed and the abatement certification and final clearance air sampling certifications are submitted in accordance with Section 020591.
2. Sewer and water terminations shall have been completed under this Contract and termination letters shall be issued by the utility owner / operator / plumbing contractor.
3. There will be no costs to the Contractor for U.C.C. Construction (Demolition) Permits.

C. Sewer and Water Terminations: Pay all associated fees that may be required by the utility owner / operator.

D. Soil Erosion and Sediment Control Permits will be obtained by the Owner.

1.4 INSPECTIONS

A. Inspections: Construction demolition inspections will be provided by DCA Code Inspection Group and will be coordinated through the DPMC, Office of Construction Services Construction Manager. Conduct all testing required by the Inspectors and Code.

B. Sewer and water terminations may be inspected by the utility owner / operator.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 014523

TESTING AND INSPECTION SERVICES

PART 1 – GENERAL

1.1 TESTING AGENCY

A. Engage and pay for an independent testing agency(s), acceptable to the DPMC, to conduct all testing and inspection services listed below.

1.2 SPECIAL TESTING AND INSPECTIONS

A. In the event that backfilling is required, perform compaction testing as specified in Section 312300.

B. Environmental testing as specified in Sections 020591 and 020701, as applicable.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 015100

TEMPORARY UTILITIES

PART 1 – GENERAL

SUMMARY

A. This section includes the requirements for temporary utilities. There are no active utilities available at the work locations. Installation and removal of and use charges for temporary utilities shall be included in the lump sum price bid unless otherwise indicated. Upon completion of the work, remove the temporary utilities. Arrange with utility company as necessary for any required temporary utilities.

1.2 PHONE SERVICE

A. Provide a working cellular telephone on site.

1.3 TEMPORARY WATER

A. Provide water if water is required for the performance of the work.

1.4 TEMPORARY ELECTRICAL POWER

A. Provide portable generators if power is required for the performance of the work. Comply with NECA, NEMA, and UL standards and regulations for temporary electric service.

1.5 TEMPORARY LIGHTING

A. Provide temporary lighting within the work area that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 015526

TRAFFIC CONTROLS

PART 1 – GENERAL

1.1 TRAFFIC CONTROL DEVICES (NOT USED)

1.2 VEHICLES

A. Vehicle, truck, and equipment access:

1. Avoid traffic conflicts with the public. Do not block the public roads.
2. Protect adjacent building surfaces and the site from vehicles and equipment.
3. Confine all vehicles and equipment to the paved road surfaces and stabilized soil surfaces.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 015626

TEMPORARY FENCING

PART 1 – GENERAL

1.1 PROTECTIVE BARRIERS AND SIGNAGE

A. No public access shall be allowed on the site of work until the property is restored and accepted by the State. Enclose the site and maintain protective fencing and barriers during all work to prevent public access. Provide all specified and necessary signage to inform and restrict public access.

B. Protective barriers to restrict access to the construction site shall be temporary 6' high chain link fencing properly supported on steel posts. Provide access as required for the construction operations. Secure all fencing at the end of each work day. Install all temporary fences before any work begins. In addition, a gate will be installed across Bay Point Road, at a location to be designated by DPMC, to restrict access to the overall project site.

1.2 DAMAGE TO PROPERTY

A. Without expense to the Owner, restore to its original condition any adjacent property that has been damaged due to the negligence and/or work of the Contractor's agents, employees or subcontractors. Complete all such repairs to the satisfaction of the Engineer.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 016100

PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUBMITTAL PROCEDURES

A. Make all submittals within four (4) calendar days of the Notice to Proceed in accordance with the attached submittal log. All submittals are to be made in electronic format.

B. DPMC 12/13: This form is to be used for submission for approval of all subcontractor(s), materials to be utilized in the construction, manufacturers/suppliers and for Professional Services. Complete the Contractor Section as follows:

1. ***Submission Type:*** Place a check mark in the appropriate block(s) that applies to the submission.
2. ***Trade:*** Place a check mark in the appropriate block that identifies the trade related to the submission.
3. ***Contractor Name:*** The Prime Contractor submitting the form inserts his company name in the space indicated.
4. ***Description of Submittal:*** Include a brief description of the submittal.
5. ***General Condition, Specification or Drawing section***: Identify the Article, Spec Section or Drawing that represents the submission type, i.e., Article 4.11.2 Sleeve & Opening Drawing, Spec Section 115575 Condensate Pump, Drawing FP2.2 Ames Backflow Preventer.
6. ***Vendor/Manufacturer/Supplier/Subcontractor:*** Insert the name, address, and telephone number of the vendor/manufacturer/supplier or subcontractor for which he is requesting approval. (When required, insert the license number and registration number in the space provided, attach a copy of said license and certification.)

1.2 SUBSTITUTIONS

A. Submit proposed substitutions within four (4) calendar days from the Notice to Proceed; after that time has expired no substitutions will be considered by the State. Substitution submittals that are incomplete will be rejected.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017800

CLOSEOUT SUBMITTALS

PART 1 – GENERAL

1.1 CLOSE-OUT DOCUMENTS

A. At the completion of construction provide an electronic submittal containing the following documents, with the exception of the Consent of Surety for which an original copy with a raised seal must be submitted.

1. Waste Manifests
2. Recycling Receipts
3. Test Reports
4. Asbestos Abatement Closeout Documents
5. DPMC-20, Final Contract Acceptance
6. DPMC-11, DPMC Invoice (marked final)
7. DPMC-11-2a, Certification of Prime Contractor
8. DPMC-20r(2), Consent of Surety to Final Payment (ORIGINAL)
9. DPMC-20d, Certificate of Substantial Completion
10. Contractor Warranty Letter

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 020591

REMOVAL OF ASBESTOS MATERIALS – MANAGE ALL STRUCTURE WASTE AS ACM

PART 1 – GENERAL

1.1 SUMMARY

A. Applicable Buildings:

1. 504, 506, 512, 520, 524, 526, 528, 530, 536 and 544 Bay Point Road; and 8, 22, 32, 48, 60, 68, 70 and 72 Paris Road.

B. The entire structures to be demolished shall be classified as ACM (ID 27A) in accordance with USEPA NESHAP regulations and disposed of as ACWM in accordance with 40 C.F.R. 61.150. 40 C.F.R. 61.150 includes emission controls, packaging, vehicle markings, and manifest and recordkeeping requirements.

1.2 DESCRIPTION OF WORK

A. The Asbestos Abatement Contractor shall supply all labor, materials, services and equipment required to complete the work in accordance with all applicable federal, state, and local regulations and guidelines. Assume all of the aboveground structure waste, including all homes, sheds, decks and garages, but excluding docks, wood walkways and piles, is ACM (ID 27A). No recycling or segregation, except for the non-building material contents within the structure, is permitted. All building materials of the structure shall be classified as ID 27A and must be managed and shipped to a landfill permitted to accept ID 27A.

1.3 DEFINITIONS

A. ACM - Asbestos Containing Materials. All materials and products that contain more than 1 percent asbestos.

B. Amended Water - Water containing a wetting agent or surfactant with a maximum surface tension of 2.9 Pa (29 dynes per square centimeter) when tested according to ASTM D 1331.

C. Area Sampling – Sampling of asbestos fiber concentrations which approximates the concentrations of asbestos in the theoretical breathing zone but is not actually collected in the breathing zone of an employee.

D. Asbestos – The term asbestos includes Chrysotile, amosite, crocidolite, tremolite, asbestos, anthophyllite asbestos, and actinolite asbestos and any of these minerals that have been chemically treated or altered. Materials are considered to contain asbestos if the asbestos content of the material is determined to be at least one percent.

E. Asbestos Control Area – That area where asbestos removal operations are performed which is isolated by physical boundaries, which assist in the prevention of the uncontrolled release of asbestos dust, fibers, or debris

F. Asbestos Fibers - Those fibers having an aspect ratio of at least 3:1 and longer than 5 micrometers as determined by National Institute for Occupational Safety and Health (NIOSH) Method 7400.

G. Asbestos Permissible Exposure Limit (PEL) - 0.1 fibers per cubic centimeter of air as an 8-hour time weighted average measured in the breathing zone as defined by 29 CFR 1926.1101 or other Federal legislation having legal jurisdiction for the protection of workers health.

H. Background - The ambient airborne asbestos concentration in an uncontaminated area as measured before any asbestos hazard abatement efforts. Background concentrations for other (contaminated) areas are measured in similar but asbestos free locations

I. Contractor / Asbestos Abatement Contractor - The Contractor is that individual, or entity under contract to the Department to perform the herein listed work.

J. Department - New Jersey Division of Property Management and Construction.

K. Encapsulation - The abatement of an asbestos hazard through the appropriate use of chemical encapsulants.

L. Encapsulants - Specific materials in various forms used to chemically or physically entrap asbestos fibers in various configurations to prevent these fibers from becoming airborne. There are four types of encapsulants as follows which must comply with performance requirements as specified herein.

1. Removal Encapsulant (can be used as a wetting agent)
2. Lock-Down Encapsulant (used to seal off or "lock-down" minute asbestos fibers left on surfaces from which asbestos containing material has been removed).

M. Friable Asbestos Material - Any material greater than one percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

N. HEPA Filter Equipment - High efficiency particulate air (HEPA) filtered vacuum and/or exhaust ventilation equipment with a filter system capable of collecting and retaining asbestos fibers. Ensure filters retain 99.97 percent of particles 0.3 microns or larger as indicated in UL 586.

O. Negative Pressure Enclosure (NPE) - That engineering control technique described as a negative pressure enclosure in 29 CFR 1926.1101.

P. Non-friable Asbestos Material - Any material that contains more than one percent asbestos in which the fibers have been immobilized by a bonding agent, coating, binder, or other material so that the asbestos is well bound and will not normally release asbestos fibers during any appropriate use, handling, storage or transportation. Non-friable materials are defined as either:

1. Category I - means asbestos containing packing, gaskets, resilient floor coverings and asphalt roofing products.
2. Category II - any material, excluding Category I non-friable ACM, containing more than one percent asbestos such as transite, galbestos and window caulking.

Q. PACM – Presumed Asbestos Containing Material

R. Powered Air Purifying Respirator (PAPR) - A positive-pressure respirator which employs a portable, rechargeable battery pack and blower to force air from the work area through a HEPA filter cartridge, where the air is cleaned and supplied to the wearer's breathing zone.

S. Personal Sampling - Air sampling which is performed to determine asbestos fiber concentrations within the breathing zone of a specific employee, as performed according to 29 CFR 1926.1101.

T. Qualified Person (QP) - That qualified person hired by the Contractor to perform the required contractor's tasks, who has successfully completed training and is therefore accredited under a legitimate State Model Accreditation Plan as described in 40 CFR 763 as a Building Inspector, Contractor/Supervisor Abatement Worker, and Asbestos Project Designer; and has successfully completed the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent. The QP must be qualified to perform visual

inspections as indicated in ASTM E 1368. Ensure the QP is appropriately licensed in the State of New Jersey.

U. Regulated ACM - Friable asbestos containing material, category I non-friable ACM that has become friable, Category I non-friable ACM that will be or has been subject to sanding, grinding, cutting, or abrading, or Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by NESHAP.

V. Time Weighted Average (TWA) - The TWA is an 8-hour time weighted average airborne concentration of asbestos fibers.

W. Wetting Agent - A chemical added to water to reduce the water's surface tension thereby increasing the water's ability to soak into the material to which it is applied. An equivalent wetting agent must have a surface tension of at most 2.9 Pa (29 dynes per square centimeter) when tested according to ASTM D 1331.

X. Work Area – Area bound by the perimeter property lines for each specific property for which demolition is set to take place.

1.4 PERMITS AND FEES

A. Obtain any required project permits and pay all associated fees, including any bonds that may be required.

1.5 CODES AND REGULATIONS

A. This sub section covers the governmental regulations and industry standards that shall be adhered to during this project. These regulations and standards are the minimal requirements for this project; therefore, if the contract documents indicate procedures that are stricter, the contract documents shall govern.

B. It is the Contractor's full responsibility to comply with all applicable federal, state and local regulations governing asbestos abatement work practices, including hauling and disposal of waste and protection of workers, visitors, and persons occupying project and adjacent areas. The Contractor is responsible for providing medical examinations and maintaining medical records of his personnel as required by the applicable federal, state, and local regulations.

C. Federal Regulations that govern asbestos abatement work and/or the hauling and disposal of asbestos waste materials include, but are not limited to, the following:

1. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) including, but not limited to:

a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; 29 CFR, Part 1926.1101 (amended)
b. Respiratory Protection 29 CFR, Part 1910, Section 134
c. Asbestos in Construction Industry 29 CFR, Part 1926.1101 (amended)
d. Access to Employee Exposure and Medical Records 2 9 CFR, Part 1910, Section 2
e. Hazard Communication 29 CFR, Part 1910, Section 1200 and Part 1926.1101 (amended)
f. Specifications for Accident Prevention Signs and Tags 29 CFR, Part 1910, Section 145

2. U.S. Environmental Protection Agency (EPA) including, but not limited to:

a. Asbestos Abatement Projects; Worker Protection Rule 40 CFR, Part 763, Sub part G
b. Asbestos Hazard Emergency Response Act (AHERA) Regulation
c. Asbestos-Containing Materials in Schools Final Rule & Notice 40 CFR, Part 763, Subpart E
d. National Emission Standard for Hazardous Air Pollutants (NESHAPS) 40 CFR, Part 61, Subpart A, and Subpart M (Revised Subpart B)
e. Asbestos Model Accreditation Plan 40 CFR Part 763 (amended), Appendix C to Subpart E

3. U.S. Department of Transportation, including, but not limited to: Hazardous Substances 29 CFR Part 171 and 172

D. Local Regulations that govern asbestos abatement work and/or hauling and disposal of asbestos waste materials include, but are not limited to:

1. NJAC 5:23-8- Asbestos Hazard Abatement Subcode.
2. New Jersey Department of Health regulation 8:60
3. New Jersey Department of Labor regulation 12:120
4. New Jersey Department of Environmental Protection regulation 7:26

E. Standards that govern asbestos abatement work include but are not limited to the following:

1. National Standards Institute (ANSI)
1430 Broadway
New York, New York 10018

a. ANSI Standard Z9.2-79 applies specifically to the design and operation of local exhaust systems for maintaining negative pressure.
b. ANSI Standard Z288.2-80 applies to practices for respiratory protection.

2. American Society for Testing and Materials (ASTM)
100 Barr Harbor Drive
West Conshohocken, PA 19428

a. Specification for Encapsulants for Friable Asbestos Containing Building Materials Proposal P-189
b. Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82

1.6 NOTICES

A. Send written notification, as required by U.S. EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR, Part 61, Subpart M), to the regional Asbestos NESHAPS Contact prior to beginning any work on asbestos-containing materials. The project has been granted a waiver from the 10 day notification period, a copy of which is included in Appendix A. Send notification to the following address:

U.S. ENVIRONMENTAL PROTECTION AGENCY
Asbestos NESHAPS Contact
Air & Waste Management Division
26 Federal Plaza
New York, New York 10007

Include the following with the written notification sent to NESHAPS contact:

1. Name and address of owner or operator.
2. Description of the facility being demolished or renovated, including the size, age, present and prior use of the facility.
3. Procedure, including analytical methods, employed to detect the presence of ACM and Category I and Category II non-friable ACM.
4. Estimate of the approximate amount of ACM to be removed from the facility is terms of length of pipe in linear meters (linear feet), surface area in square meters (square feet) on other facility components, or volume in cubic meters (cubic feet) if off the facility components. Also, estimate the approximate amount of Category I and Category II non-friable ACM in the affected part of the facility that will not be removed before demolition.
5. Location and street address (including building number or name and floor or room number, if appropriate), city, county, and state, of the facility being demolished or renovated.
6. Scheduled starting and completion dates of asbestos removal work (or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material) in a demolition or renovation.
7. Scheduled starting and completion dates of demolition or renovation.
8. Description of planned demolition or renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility components.
9. Procedures to be used to comply with the requirements of US EPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR, Part 61 Sub part M), including asbestos removal and waste handling emission control procedures.
10. Name and location of the waste disposal site where the asbestos waste material will be deposited.
11. Description of procedures to be followed in the event that unexpected ACM is found or Category II non-friable ACM becomes crumbled, pulverized, or reduced to powder.
12. Name, address, and telephone number of the waste transporter.

B. Send written notification to any other federal, state or local agencies as required. These agencies may include, but are not limited to the following:

l. OSHA
Occupational Safety and Health Administration
201 Varick Street
Room 670
New York, New York 10014

2. NIOSH
National Institute for Occupation Safety and Health
Region II - Federal Building
26 Federal Plaza
New York, New York 10007

3. New Jersey Department of Health
Asbestos Control Program
Division of Occupational and Environmental Health
P.O. Box 360
Trenton, New Jersey 08625-0360

4. New Jersey Department of Labor
Office of Asbestos Control and Licensing
P.O. Box 054
Trenton, New Jersey 08625-0054

5. New Jersey Department of Environmental Protection
Division of Solid Waste Management
840 Bear Tavern Road

P.O. Box 414
Trenton, New Jersey 08625-0414

6. New Jersey Department of Community Affairs
Bureau of Code Services
P.O. Box 816
Trenton, New Jersey 08625-0816

1.7 SUBMITTALS

A. It is the intent of this section to show all submittals required after award of the Contract.

B. Submit an Asbestos Abatement Plan with the following information for review and approval prior to beginning asbestos abatement.

1. Copy of Project Notification and list of agencies notified including the General Contractor (if applicable), Fire Department (if applicable), Police Department (if applicable) and any other person, company and/or agency, in compliance with OSHA 1926.1101 {d}.
2. A plan including safety precautions such as fall protection, first aid, and safety procedures and equipment and work procedures to be used in the removal and demolition of materials containing asbestos. Include in the plan the methods and abatement techniques to be used, personal protective equipment to be used including, but not limited to, respiratory protection, type of whole-body protection, disposal plan, type of wetting agent and asbestos sealer to be used, and a description of the method to be employed, in order to control environmental pollution to the surrounding areas. Include in the plan both fire and medical emergency response plans and the location and use of fire extinguishers, including evacuation procedures, source of medical assistance and procedures to be used for access by medical personnel (examples: first aid squad and physician) with telephone numbers and locations of emergency response personnel.
4. Documentation of fit testing program conducted by the Asbestos Abatement Contractor.
5. Explanation of the handling of asbestos contaminated waste including name, address and U.S. EPA and NJ DEP identification numbers of Waste Hauler and the landfill.
6. Testing Laboratory - Submit the name, address, and telephone number of each testing laboratory selected for the analysis, and reporting of airborne concentrations of asbestos fibers along with evidence that each laboratory selected holds the appropriate New Jersey license and/or permits and certification that each laboratory is American Industrial Hygiene Association (AIHA) accredited and that persons counting the samples have been judged proficient by current inclusion on the AIHA Asbestos Analysis Registry (AAR) and successful participation of the laboratory in the Proficiency Analytical Testing (PAT) Program. Where analysis to determine asbestos content in bulk materials or transmission electron microscopy is required, submit evidence that the laboratory is accredited by the National Institute of Science and Technology (NIST) under National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis.
7. Delineation of responsibility for work site supervision with names and resumes of the responsible parties.
8. A list of personnel to be used on this project and licenses and training courses attended by the personnel including U.S. EPA, state, city, or other seminars, or any certifications obtained.
9. Report from medical examination conducted within last twelve months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the work area. Submit, for each worker, a written certification from the licensed health care provider including, at a minimum, the following:

a. The worker has met or exceeded all of the medical prerequisites of 29 CFR 1926.1101

b. The worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.

10. Submit certification, signed by an officer of the asbestos abatement-contracting firm, that exposure measurement, medical surveillance, and worker-training records are being kept in conformance with 29 CFR 1926.1101.

C. After the completion of the abatement at each site, submit asbestos abatement closeout documents. These documents shall include, but not be limited to, the following items:

1. Air monitoring samples and results.
2. Asbestos removal certification.
3. Disposal Manifest forms, including amount of material, waste hauler's signature, landfill operator's signature and location where material was removed.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Provide flame resistant polyethylene of the largest sheet size possible to minimize seams. Thickness shall be six-mils, and shall be clear, frosted, or black as required. Certify that all polyethylene conforms to NFPA Standard 701 "Standard Methods of Fire Tests for Flame Resistant Textiles and Films".

B. Duct tape, in two or three-inch widths as indicated, with an adhesive which is formulated to aggressively stick to sheet polyethylene.

C. Asbestos warning signs, in English and Spanish, for posting at the perimeter of all work areas, as required by U.S. EPA, OSHA, and NJAC 5:23-8.

D. Disposable full-body coveralls including foot and head covers. Require that they be worn by all workers in the work area until demolition of the structure is complete. Provide a sufficient number for all required changes, for all workers in work area, authorized visitors, inspectors, and the Engineer.

E. Provide gloves to all workers, authorized visitors, inspectors, and the Engineer. Require that they be worn by all workers inside the work area. Do not remove gloves from work area until demolition of the structure is complete. Dispose of as asbestos- contaminated waste at the end of work.

F. Half-face, at a minimum, or full-face type respirators for each worker are required when working within the work area until demolition of the structure is complete. Equip full-face respirators with a nose cup or other anti-fogging device. Equip respirators with High Efficiency Particulate Air (HEPA) type filters, labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color-coded in accordance with ANSI Z228.2 (1980). Single use, disposable, or quarter-face respirators are strictly forbidden for asbestos abatement work.

G. If waste components are wrapped with polyethylene, or if fiberboard drums are utilized, provide labels to be attached to each component in accordance with U.S. EPA NESHAPS regulations, OSHA 29 CFR, 1926.1101, and the U.S. Department of Transportation Hazardous Waste Hauling Regulation.

PART 3 – EXECUTION

3.1 SPECIFIC REQUIREMENTS

A. Assume all of the demolition waste, excluding docks, wood walkways and piles, is ACM (ID 27A) and must be managed and shipped to a landfill permitted to accept ID 27A.

B. All debris, except as noted in Section 3.1 A, shall be considered asbestos containing and be wetted to prevent air emissions during waste handling. All waste materials shall be wrapped to prevent air emissions during transportation in accordance with the N.J.A.C. 7:26-3.5(d)1, 3 and 5. In addition, the waste shall only be shipped directly to a landfill authorized to accept ID 27A. The waste shall not be shipped to a transfer station, materials recovery facility, incinerator or be processed in any way after leaving the site.

1. A New Jersey licensed and registered solid waste transporter must be utilized in accordance with DEP regulations found at N.J.A.C. 7:26-3.2(a).
2. Disposal must occur at a landfill authorized to accept ACWM (ID 27A) waste in accordance with regulations at 40 C.F.R. 61.150(b) and 61.154.

3.2 PERSONAL AIR MONITORING

A. Description: This section describes the personal air monitoring responsibilities of the Contractor throughout the project. The Contractor's air monitoring responsibilities shall be conducted by an independent firm.

1. Air monitoring as required by OSHA is the direct responsibility of the Contractor.

B. Procedures

1. Sampling and analysis methods shall be per NIOSH Method 7400, PCM and / or TEM, as applicable.
2. Assemble filter cassettes and sampling train as specified in the applicable requirements.
3. Air monitoring shall be conducted by a trained technician.
4. Take employee personnel samples using pumps whose flow rates are calibrated for a rate of one to two and one-half liters per minute (LPM). Calibrate all air monitoring pumps before and after every sampling period, the results of which shall be recorded.
5. Air sample results shall be received verbally no later than twenty-four hours after the end of the shift during which the samples were taken.
6. Post written reports of air sampling results outside the decontamination chamber on a daily basis.

3.3 PERIMETER AIR MONITORING

A. Description: This section describes the perimeter air monitoring responsibilities of the Contractor throughout the project. The Contractor's air monitoring responsibilities shall be conducted by an independent firm. Air monitoring shall be conducted at the perimeter of the work area.

B. Air Monitoring

1. Pre-Tests: Conduct pre-tests in the work area prior to the start of any work, including work area preparation of any type.
2. Monitoring during Abatement: Conduct all monitoring as specified during the abatement and decontamination phases of the project.
3. Post Abatement Clearance Monitoring

C. Air Monitoring During Demolition

1. Perimeter air monitoring for respirable dust and asbestos fibers must be performed at locations upwind and downwind surrounding the work site, at a minimum, while the demolition work is ongoing. The number of asbestos air sampling locations must be sufficient to monitor the entire area where demolition work is ongoing.

   a. If asbestos air sampling results indicate any airborne asbestos at or above 0.010 fibers per cubic centimeter (f/cc) the work shall temporarily cease. The contractor must evaluate the work practices to determine the cause of the elevated readings and implement corrective measure to reduce the fiber levels. Corrective measure may include but not be limited to increased wetting or altering demolition procedures. Any asbestos air sampling results from PCM exceeding the action level of 0.010 f/cc for total fibers shall be analyzed by transmission electron microscopy (TEM) using NIOSH 7402 sampling method.

D. Final Clearance Air Monitoring

1. Collect final clearance air samples at the completion of abatement activities and after a satisfactory clean-up inspection.
2. Engineering controls, critical barriers and the decontamination unit shall remain during final clearance air sampling.
3. Collect a minimum of five (5) samples from the work area and analyze them in accordance with the method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.

   a. Analyze PCM samples in accordance with the most recent revision to NIOSH method 7400.

3.4 TESTING LABORATORY SERVICES

A. Laboratory Analyses

1. PCM Method: All fiber samples will be analyzed by phase contrast microscopy (PCM) following NIOSH 7400 per industry practices.
2. TEM Method: Any PCM samples that exceed the action level of 0.010 f/cc will be verified by transmission electron microscopy (TEM) following NIOSH 7402 per industry practices.

B. Laboratory services: Laboratories shall meet the following: For Phase Contrast Microscopy (PCM) analysis, laboratories shall be enrolled in the American Industrial Hygiene Association Proficiency Analytical Testing Program (AIHA PAT) or equivalent recognized program. For Transmission Electron Microscopy (TEM) analysis, laboratories shall be accredited by AIHA, participating in the National Voluntary Laboratory Accreditation Program (NVLAP).

C. Reports: Submit a written report of the sampling to the Engineer at the completion of the project. The report shall contain all air sampling data and subsequent results, problems encountered and corrective actions, pump calibrations, and general observations.

3.5 SITE CONTROLS

A. Warning signs: Supply and post caution signs meeting the requirements of OSHA 29 CFR, l926 at any location, and approaches to a location, where airborne concentrations of asbestos may exceed ambient background levels. Post signs at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures.

B. Critical barriers: Completely isolate the work area from other portions of the project by installing warning tape, construction barriers and additional signs, as required.

3.6 WORKER TRAINING AND MEDICAL EXAMINATIONS

A. Train workers, in accordance with 29 CFR, 1926.1101(k)(8), on the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Training for any Class I or II (OSHA designations) abatement work shall be in accordance with the U.S. EPA Model Accreditation Plan (MAP) for asbestos abatement worker training. Include, but do not limit, the topics covered in the course to the following:

1. Methods of recognizing asbestos.
2. Health effects associated with asbestos.
3. Relationship between smoking and asbestos in producing lung cancer.
4. Nature of operations that could result in exposure to asbestos.
5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:

    a) Engineering controls
    b) Work Practices
    c) Respirators
    d) Housekeeping procedures
    e) Hygiene facilities
    f) Protective clothing
    g) Decontamination procedures
    h) Emergency procedures
    i) Waste disposal procedures.

6. Purpose, proper use, fitting, instructions, and limitations of respirators, as required by 29 CFR, 1910.134.
7. Appropriate work practices for the work.
8. Requirements of medical surveillance program.
9. Review of 29 CFR, 1926.1101, including appendices.
10. Negative air systems.
11. Work practices including hands-on or on-job training.
12. Personal decontamination procedures.
13. Air monitoring, personal and area.
14. Provide medical examinations for all workers in accordance with 29 CFR, 1926.1101(m). Provide an evaluation of the individual's ability to work with respiratory protection in environments capable of producing heat stress in the worker.

3.7 RESPIRATORY PROTECTION

A. Contractor shall have a respiratory protection program established in compliance with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR, 1910 and 1926. Post the written program at the job site.

1. Anyone entering the work area is required to wear a respirator at all times, regardless of activity, airborne fiber levels or amount of time inside the work area.
2. At no time shall single-use, disposable, or quarter-face respirators be used.
3. No one having a beard or other facial hair in the fit area will be permitted to don a respirator and enter the work area.

B. Conduct a fit testing program as required by OSHA 29 CFR 1926 and submit documentation of fit testing program.

C. Asbestos abatement workers shall perform positive and negative pressure fit checks each time a respirator is donned, whenever the respirator design so permits.

D. Provide respirators to all workers as follows: During all abatement work, negative pressure air-purifying respirators equipped with high-efficiency (HEPA) filters shall be utilized, at a minimum.

3.8 PROJECT DECONTAMINATION

A. INITIAL CLEANING

1. Carry out initial cleaning of all surfaces, which came into contact with the asbestos-containing materials, by use of damp-cleaning and mopping, and/or a HEPA filtered vacuum. Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only, and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on substrate surfaces.

B. COMPLETION OF ABATEMENT WORK

1. Remove any small quantities of residual material found on-site with a HEPA filtered vacuum cleaner and local area protection. If significant quantities, as determined by the Engineer, are found then decontaminate the entire area affected as specified herein.

3.9 FINAL INSPECTION

A. Perform a final inspection of the work area in accordance with New Jersey Department of Labor and Workforce Development requirements. If analytical results are obtained that are higher than the allowable threshold, re-clean the work area and the re-test the area. Repeat this sequence until the final test results are acceptable.

1. Provide any additional cleaning, contractor services and final clearance air sampling and analysis at no cost to the Owner.

B. Upon receipt of acceptable final air tests, demobilize all critical and separation barriers, decontamination unit and engineering controls from the abatement work areas. All waste containers shall be off-site and en-route to an USEPA ID #27 approved landfill for final disposal.

C. Perform a final visual inspection of the abatement work area(s) to document the project has been completed in accordance with these specifications and all applicable Local, State and Federal regulations.

D. Provide a letter certifying the following: Asbestos building materials have been removed utilizing appropriate personal protection, wet removal techniques, engineering controls and enclosures as required. The asbestos materials have been properly transported and disposed of in accordance with prescribed regulations.

1. Utilize this correspondence as part of the demolition permit submission for meeting the New Jersey Uniform Construction Code requirements of N.J.A.C. 5:23 2.4, 2.17 (d), as well as the United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR, Part 61, Subpart M requirements.

END OF SECTION

SECTION 020700

DEMOLITION

PART 1 – GENERAL

1.1 SUMMARY

This specification section covers only those materials not designated as ACM, such as piles, docks and wooden walkways. In addition, surface debris, except for rock, concrete and asphalt, is included in this section. Certain pile-supported structures sit out over the Delaware River or adjacent Cedar Creek. Contractor is to take all necessary steps to ensure that any falling debris is recovered from either water body. This will include deployment of a chase boat should floating debris escape from the containment boom noted below in Part 3.1 D of this Section. Following completion of demolition activities, a bathymetric survey will be performed by DPMC, and any debris found will need to be removed by the contractor at no additional cost.

A. This Section includes the demolition activities related to non-ACM materials, including, but not limited to, piles, docks and wooden walkways.

1.2 RELATED WORK

A. The work under this Section shall be coordinated with that specified under the following sections, whenever applicable:

1. Section 020591 - Removal of Asbestos Materials – Manage All Structure Waste as ACM
2. Section 220000 - Plumbing
3. Section 312300 - Excavation, Backfilling, and Grading
4. Section 312500 - Erosion and Sedimentation Controls

1.3 PRIOR APPROVALS

A. UCC Permits for the demolition of the dwellings and associated structures shall not be released until all prior approvals have been obtained. The contractor is responsible to obtain the appropriate certifications after the following work is completed.

1. Sewer and water services are disconnected.

B. Submit all certifications to the Engineer for processing.

1.4 REFERENCES

American National Standards Institute, Inc., ANSI A10.6, 1983 Demolition Operations – Safety Requirements

1.5 SUBMITTALS

A. The following must be submitted and approved prior to beginning demolition operations:

1. Demolition Plan: Submit proposed demolition and removal procedures for approval before work is started. Include procedures and detailed description of methods and equipment to be used for each operation and the sequence of operations.
2. Materials Salvage and Recycling Management Plan: Before the start of demolition, submit for approval a Materials Salvage and Recycling Management Plan for all materials to be salvaged or recycled. The Plan shall indicate how demolition waste will salvaged and recycled. Salvage, recycle, and recover at least 80% of demolition waste by volume. Include a list of salvage and recycling outlets, which indicates where

salvageable materials will be sent. Identify materials that are not recyclable or otherwise not recoverable that must be disposed of in a landfill or other means acceptable under State and local regulations. List permitted landfills and/or other disposal means to be employed for building waste that cannot be recycled. Indicate any instances where compliance with requirements of this Specification does not appear to be possible and request resolution from the Engineer.

3. Health and Safety Plan: Submit a Health and Safety Plan (HASP), which shall be kept at the work site and available to employees, and shall include the following:
   a. Summary of major activities and types of work to be performed.
   b. General safety rules and procedures for the performance of the Work. Ensure that all applicable safety regulations are included in this section. Examples for inclusion in this section are: Hazcom Program; Hearing Conservation Program; Respiratory Protection Program; Confined Space Program; Control of Hazardous Energy Sources (Lock-out/Tag-out); Construction Equipment Safety; Personal Protective Equipment; Fire Prevention Requirements; Vehicle Safety.
   c. A list of emergency phone numbers including those for fire, police, medical, and the release of contaminants into the environment.
   d. List of personnel responsible for implementing the HASP.
   e. A safety orientation plan for Contractor and subcontractor personnel.

B. Provide the following submittals after or during the course of the demolition operations:

1. Landfill-tipping receipts which provide volumes.
2. Receipts for materials types, weight or volume, and revenues from salvage and recycling.
3. An inventory of items or materials, which were salvaged and recycled.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with all applicable requirements of the State of New Jersey and applicable County ordinances and regulations concerning management of demolition and disposal of debris.

1.7 REGULATORY AND SAFETY REQUIREMENTS

A. Comply with Federal, State, and County hauling and disposal regulations. In addition to these requirements, demolition operations shall conform to ANSI A10.6 Demolition Operations – Safety Requirements.

B. The bridge entering the site has weight limits designated by the Cumberland County Engineer (see Appendix H). Contractor and their subcontractors must abide by these weight limits.

1.8 DUST AND DEBRIS CONTROL

A. Prevent the spread of dust and debris within adjacent public rights-of-way and adjacent properties. Avoid the creation of a nuisance or hazard in the surrounding area.

B. Limit the use of water for dust control and terminate its use if it results in hazardous or objectionable conditions such as flooding or runoff.

C. Utilize street cleaning procedures daily to remove debris from the access point to the property.

D. Sweep pavement(s) as often as necessary to control the spread of debris that may result in foreign object damage potential to person or property.

1.9 PROTECTION

A. Do not proceed with any work until all temporary fencing and soil erosion and sediment control procedures, as required elsewhere in these Specifications, are installed.

B. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement.

C. Protect surrounding properties, environment and existing infrastructure which is to remain after the work in this Section is completed. Repair items, which are to remain, and which were damaged during the performance of the work to their original condition, or replace with new.

D. If directed by DPMC, undertake backfilling, compaction, and grading after demolition in accordance with the requirements of Section 312300.

1.10 UTILITY DISCONNECTS

A. Utility services serving the buildings to be demolished have been disconnected. Verify that all utilities have been disconnected before any demolition begins.

B. Termination of water service and sewer connection is specified in Section 220000. This work must be completed prior to the demolition of the buildings.

1.11 DEFINITIONS

A. Salvage is defined as the recovery or reapplication of a package or product for uses similar or identical to its originally intended application, without manufacturing or preparation processes that significantly alter the original package or product. Salvage refers to materials that are recovered for reuse off-site and sold or donated to a third party.

B. Recycling is defined as the process of collecting and preparing recyclable materials and reusing them in their original form or in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

C. Recovery is defined as any process that reclaims materials, substances, energy, or other products contained within or derived from the waste. It includes waste-to-energy, composting, and other processes. It also includes materials, which if released into the atmosphere or disposed in landfills may cause environmental damage.

1.12 STORAGE

A. Site Storage: Remove all materials that are to be salvaged and recycled from the site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 STRUCTURES

A. Demolish non-ACM material and structures, including, but not limited to, docks, wooden walkways and piles, unless otherwise noted on drawings.

B. Demolish structure by mechanical means. Do not use explosives or burning.

C. For each designated property, demolish and remove all piles, whether on land or in water. Any piles that break off during removal will be cut one foot below the river bottom when in water or

at ground surface when on land..

D. A floating trash boom with weighted bottom skirt is required to capture debris released during pile removal or structure demolition. Boom shall be deployed to capture floating debris regardless of tidal flow direction of river. A chase boat is also required to capture any debris that should escape the boom.

3.2 SITE IMPROVEMENTS

A. Except for pile removal, below grade excavation is not to be conducted.

B. Remove non-ACM aboveground site improvements, including, but not limited to, docks, wooden walkways and piles. See General Note 21 on Sheet No.2 for pile removal information.

3.3 REMOVAL OF UNCLASSIFIED DEBRIS

A. It is the intent of the work of this Section that all debris and man-made materials on each property or site be removed and disposed. This material is unclassified, but does not include concrete, masonry or riprap used for beach, shoreline or wetland erosion control.

3.4 MATERIALS TO BE RECYCLED

A. Materials to be recycled during demolition are to be taken to an approved recycling center in compliance with the Materials Salvage and Recycling Management Plan for recycled materials.

3.5 DISPOSITION OF MATERIAL

A. Immediately relocate, recycle, or dispose of all other demolished material away from site.

B. Except where specified in other Sections, all materials and equipment removed and not reused, becomes property of the Contractor and shall be removed from the property. Title to materials, resulting from demolition, and materials and equipment to be removed, is vested in the Contractor.

C. Disposal of Rubbish and Debris: Dispose of all rubbish and debris in accordance with the requirements specified herein and in accordance with applicable laws and ordinances.

D. Except for materials scheduled for recycling, remove all debris and legally dispose of the debris at a licensed landfill.

3.11 BACKFILLING AND GRADING

A. Conduct backfilling, compaction, and grading in accordance with Section 312300.

END OF SECTION

SECTION 020701

DEMOLITION – MANAGE ALL STRUCTURE WASTE AS ACM

PART 1 – GENERAL

This specification includes pile-supported homes and structures, some of which sit out over the Delaware River or adjacent Cedar Creek. Contractor is to take all necessary steps to ensure that any falling debris is recovered from either water body. This will include deployment of a chase boat should floating debris escape from the containment boom noted below in Part 3.1 E of this Section. Following completion of demolition activities, a bathymetric survey will be performed by DPMC, and any debris found will need to be removed by the contractor at no additional cost.

1.1 SUMMARY

A. This Section includes the demolition activities related to ACM materials, including, but not limited to, dwellings and attached decks, sheds or ancillary building structures.

1.2 RELATED WORK

A. The work under this Section shall be coordinated with that specified under the following sections, whenever applicable:

1. Section 020591 - Removal of Asbestos Materials – Manage all Waste as ACM
2. Section 220000 - Plumbing
3. Section 312300 - Excavation, Backfilling, and Grading
4. Section 312500 - Erosion and Sedimentation Controls

1.3 PRIOR APPROVALS

A. UCC Permits for the demolition of the dwellings shall not be released until all prior approvals have been obtained. The contractor is responsible to obtain the appropriate certifications after the following work is completed.

1. Sewer and water services are disconnected.

B. Submit all certifications to the Engineer for processing.

1.4 REFERENCES

American National Standards Institute, Inc., ANSI A10.6, 1983 Demolition Operations – Safety Requirements

1.5 SUBMITTALS

A. The following must be submitted and approved prior to beginning demolition operations:

1. Demolition Plan: Submit proposed demolition and removal procedures for approval before work is started. Include procedures and detailed description of methods and equipment to be used for each operation and the sequence of operations. This Demolition Plan may be incorporated into the Demolition Plan prepared under Section 020700.

B. Provide the following submittals after or during the course of the demolition operations:

1. Landfill-tipping receipts which provide volumes.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with all applicable requirements of the State of New Jersey and applicable County ordinances and regulations concerning management of demolition and disposal of debris.

1.7 LEAD BASED PAINT

A. The Contractor shall anticipate the presence of materials which contain lead based paint (LBP) in structures built prior to 1978.

1.8 REGULATED ASBESTOS CONTAINING MATERIAL (ACM)

A. The Contractor shall classify structures as defined in Section 1.1 A, as ACM (ID 27A) in accordance with USEPA NESHAP regulations. Refer to Section 020591 regarding ACM disposal.

1.9 REGULATORY AND SAFETY REQUIREMENTS

A. Comply with Federal, State, and County hauling and disposal regulations. In addition to these requirements, demolition operations shall conform to ANSI A10.6 Demolition Operations – Safety Requirements.

B. In the performance of the work in this Section comply with NJAC 5:17.

C. The bridge entering the site has weight limits designated by the Cumberland County Engineer (see Appendix H). Contractor and their subcontractors must abide by these weight limits.

1.10 DUST AND DEBRIS CONTROL

A. Prevent the spread of dust and debris within adjacent public rights-of-way and adjacent properties. Avoid the creation of a nuisance or hazard in the surrounding area.

B. Provide appropriate water for dust control but terminate its use if it results in hazardous or objectionable conditions such as flooding or runoff.

C. Utilize street cleaning procedures daily to remove debris from the access point to the property.

D. Sweep pavement(s) as often as necessary to control the spread of debris that may result in foreign object damage potential to person or property.

1.11 PROTECTION

A. Do not proceed with any work until all temporary fencing and soil erosion and sediment control procedures, as required elsewhere in these Specifications, are installed.

B. Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Anchor barricades in a manner to prevent displacement.

C. Protect surrounding properties, environment and existing infrastructure which is to remain after the work in this Section is completed. Repair items, which are to remain, and which were damaged during the performance of the work to their original condition, or replace with new.

D. Protect the surrounding properties and environment in accordance with the requirements of Section 020591.

1.12 UTILITY DISCONNECTS

A. Utility services serving the buildings to be demolished have been disconnected. Verify that all utilities have been disconnected before any demolition begins.

B. Termination of water service and sewer connection is specified in Section 220000. This work must be completed prior to the demolition of the buildings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 STRUCTURES

A. Demolish structures as defined in Part 1.1 of this Section.

B. Proceed with demolition in a systemic manner as described in the approved Demolition Plan.

C. Demolish structure by mechanical means. Do not use explosives or burning.

D. For each designated property, demolish and remove all piles whether on land or in water. Any piles that break off during removal will be cut one foot below the river bottom when in water or at ground surface when on land.

E. A floating trash boom with weighted bottom skirt is required to capture debris released during pile removal or structure demolition. Boom shall be deployed to capture floating debris regardless of tidal flow direction of river. A chase boat is also required to capture any debris that should escape the boom.

3.2 SITE IMPROVEMENTS

A. Remove aboveground ACM site improvements as defined in Part 1.1 of this Section.

3.3 DISPOSITION OF MATERIAL

A. Immediately dispose of all ACM material at a licensed ACM landfill.

END OF SECTION

SECTION 220000

PLUMBING

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Locating and capping of sewer laterals and removal of the sewer lateral from the cap to the dwelling (See General Note 20 on Drawing Sheet Number 2).
2. Locating and capping the water service at the curb valve or other location and removal of the water service from the cap to the dwelling (See Detail C-1 on Drawing Sheet Number 4).

1.2 RELATED WORK

A. The work under this Section shall be coordinated with that specified under the following sections, whenever applicable:

1. Section 312300 – Excavation, Backfilling, and Grading

1.3 CODES AND STANDARDS

A. New Jersey Uniform Construction Code

B. 2015 National Standard Plumbing Code

C. Requirements of the utility owner / operator for termination and capping

PART 2 – PRODUCTS

2.1 SANITARY SEWER

A. Cap for sewer pipe: Provide Fernco Quick Cap or equivalent product by Everflow Supplies, Wal-Rich, or approved equal consisting of a flexible PVC cap with stainless steel clamping ring; or provide a mechanical friction plug with natural rubber or flexible PVC bushing and stainless steel or galvanized steel pressure plates.

2.2 WATER PIPING

A. For copper water pipe: Provide copper cap with soldered joints. For galvanized steel pipe: Provide galvanized steel cap. For plastic pipe: Provide plastic cap with solvent weld.

PART 3 – EXECUTION

3.1 GENERAL

A. Do not start demolition work until utility disconnecting and sealing has been completed and all completion letters have been received and approved.

B. Coordinate work with the utility owner / operator.

C. Install caps in accordance with manufacturer's instructions, the Plumbing Code, and as shown on the drawings.

END OF SECTION

SECTION 312300

EXCAVATION, BACKFILLING, AND GRADING

PART 1 – GENERAL

1.1 SUMMARY

A. The work under this Section includes the following:
   1. Excavation, filling, backfilling, and compaction
   2. Grading
   3. Disposition of excess excavated materials and debris
   4. Final cleanup

B. The work under this section is limited to underground utility disconnections.

1.2 RELATED WORK

A. The work under this Section shall be coordinated with that specified under the following sections, whenever applicable:

   1. Section 312500 - Erosion Control
   2. Section 020700 - Demolition
   3. Section 020701 – Demolition-Manage all Structure Waste as ACM
   4. Section 015526 – Traffic Controls

1.3 STANDARDS

A. Perform work in accordance with the "NJDOT Standard Specifications for Road and Bridge Construction, 2007," as amended herein.

1.4 SUBMITTALS

A. Submit documentation from a testing agency demonstrating that the fill material meets the Specification proctor and gradation requirements. Attach test results and submit with the Certification of Clean Fill Material. See Appendix E for Certification of Clean Fill Material letter.

B. Submit daily to the DPMC a load ticket specifying the origin of the material for each load of fill delivered to the site.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Fill Material: Sand and gravel free of deleterious material including debris, waste, frozen materials, vegetation, and organic matter and containing no more than 20% fines (minus No. 200 sieve size), and free of rock or gravel larger than 3 inches in any dimension. Excavated soil material from within the site may be permitted for use as fill material if in the opinion of the Engineer such material is free of deleterious materials. The use of Recycled Concrete Aggregate is not permitted.

B. Provide documentation that the fill material is from a virgin source or meets the most stringent requirements of the New Jersey Residential, Non-Residential, and Impact to Groundwater Standards.

PART 3 - EXECUTION

3.1 EXCAVATION

A. Excavation shall be carried to the limits required by the construction. Material shall be removed to the lines and depth to allow construction of the various portions of the project.

3.2 BACKFILL

A. Filling and backfilling shall occur in any void that occurs once a land pile is removed. The fill material will be clean sand.

3.3 GRADING

A. Grade to meet the elevations of the areas adjacent to the removed piles.

3.4 FINAL CLEANUP

A. Repair and reestablish grades to the required tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

B. Clean all areas occupied in connection with the project of all rubbish; excess materials, temporary structures and equipment, and leave all parts of the site in an acceptable condition.

END OF SECTION

SECTION 312500

EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Construction of temporary and permanent measures to control soil erosion and sedimentation including, but not limited to, vegetative cover, mulching, silt fence, tree protection, grading, diversions, slope protection, siltation barriers, dust control, and other such methods and materials necessary or directed by the Engineer to control soil erosion and sedimentation during construction.
2. Install erosion and sedimentation control measures prior to any clearing, grubbing, grading operations or demolition and maintain the measures until construction is complete and the construction area is stabilized. After restoration is complete, remove temporary control measures and dispose of properly.
3. Construct and maintain all erosion and sedimentation control measures in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, incorporated herein by reference, as amended and supplemented.

1.2 RELATED WORK

A. The work under this Section shall be coordinated with that specified under the following sections, whenever applicable:

1. Section 312300 – Excavation, Backfilling, and Grading

1.3 REFERENCES

A. The publications listed below form a part of this Specification to the extent referenced.

1. Soil Conservation District Permit Requirements.
2. Standards for Soil Erosion and Sediment Control in New Jersey, 2014, incorporated herein by reference, as amended and supplemented.
3. NJDOT Standard Specification Section 158, Soil Erosion and Sediment Control and Water Quality Control.

PART 2 – PRODUCTS

2.1 GENERAL

A. Materials shall conform to the following:

1. Haybales: NJDOT Standard Specification Section 919.03, Hay and Straw.
2. Silt Barrier Fence: 24-inch height above ground, installed, as per the drawings.
   a. Geotextile fabric section shall have a width of at least three feet (3’). The total exposed silt fence height shall be two feet (2’) high after one foot (1’) of fabric is buried in the existing soil.
   b. Join geotextile sections in such a manner that, when in operation, the sections work effectively as a continuous fence. Install fence posts at a slight angle toward the anticipated runoff source.

B. Any other materials required shall conform to the Standards for Soil Erosion and Sediment Control in New Jersey.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install soil erosion and sediment control devices in accordance with the sequence of construction shown on the Soil Erosion and Sediment Control Notes.

B. Install soil erosion and sediment control devices in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey.

3.2 DUST CONTROL

A. Employ construction methods and means that keep flying dust to the minimum, including misting the site.

B. The use of calcium chloride or petroleum products or other chemicals for dust control is prohibited.

C. Wet sweep the public streets adjacent to the site as needed to maintain dust control and in order to eliminate obstructions to street drainage.

3.3 DIRT CONTROL

A. Provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon. Haul off-site or use any other methods to dispose of whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

B. In order to minimize tracking of dirt and other materials onto roadways, construct a stabilized construction entrance at locations where vehicles exit a work site, as indicated on the drawings. Maintain the driveways by top dressing with additional stone as directed.

3.4 PROHIBITED CONSTRUCTION PROCEDURES

A. Prohibited construction procedures include, but are not limited to, the following:

1. Dumping of spoil material into any stream corridor, any wetlands, any vernal habitats, any surface waters, any sites listed or eligible for listing on the New Jersey or National Registers of Historic Places, or at unspecified locations;
2. Indiscriminate, arbitrary or capricious operation of equipment in any stream corridors, wetlands, vernal habitats or surface waters;
3. Pumping of silt laden water from trenches or other excavations into any surface waters, stream corridors, wetlands, or vernal habitats;
4. Damaging vegetation adjacent to or outside of the limit of disturbance;
5. Disposal of trees, brush and other debris in any stream corridors, wetlands, vernal habitats, surface waters, or at unspecified locations;
6. Permanent or unspecified alteration of the flow line of any drainage feature;
7. Open burning of project debris;
8. Use of calcium chloride, petroleum products or other chemicals for dust control;
9. Use of asphaltic mulch binders; and
10. Any unpermitted discharge of sewage.

3.5 STOCKPILES

A. Staging and stockpile areas not located within the limit of disturbance may require certification of a soil erosion and sediment control plan. Certification of a soil erosion and sediment control plan may be required for these activities if an area greater than 5,000 square feet is disturbed at each site.

B. Temporarily stabilize all soil stockpiles.

3.6 SOIL EROSION AND SEDIMENT CONTROL MAINTENANCE

A. Maintain soil erosion and sediment control measures throughout the life of the project to ensure that the measures function properly. Inspect soil erosion and sediment controls immediately after each rain and perform any corrective work immediately to return the soil erosion and sediment control measures to proper function, as directed. Riprap stones, coarse aggregate, silt fence, or hay bales damaged due to washouts or siltation shall be replaced as directed. When directed, remove and replace measures not functioning, due to clogging, damage, or deterioration.

B. Remove sediment from silt fences, stone outlet structures, inlet filter, dams, and haybales when the sediment reaches fifty percent (50%) of the height of the soil erosion and sediment control measure.

END OF SECTION

APPENDIX A

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

APPENDIX B

FEMA - BEST PRACTICES FOR LOWER IMPACT DEBRIS REMOVAL AND DEMOLITIONS New Jersey, Sandy Disaster Response (Version 3.7- 6/6/13)

• **Desktop Review:**

o Prior to any soil disturbing activities all properties will be reviewed using known historic properties and archaeologically sensitive areas. Any identified archaeological sites on or adjacent to the property will have a buffer created by an SOI qualified archaeologist to avoid impacting the known site.

• **General Approach to Minimize Impact to Soil:**

o When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.

o The Applicant will ensure, to the fullest extent possible, that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).

o Excavation and burial of debris on site is not permitted, except where noted below.

• **Activity Specific Guidelines:**

o *Woody Debris Removal (including Rootballs):*

- The Applicant will ensure, to the fullest extent possible, that the removal of uprooted trees, limbs and branches from public rights of way, public area and the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.

- Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.

- Chipping and disposal of woody debris by broadcasting within existing rights-of-way.

- Removal of uprooted trees and woody debris from the following areas DOES require additional historic review. (Cemeteries, Battlegrounds, Historic landscapes, Historic parks, Undisturbed ground, and Historic districts (but not along public rights-of-way)).

o *Filling Voids*

- Any voids which require filling because they are a "health and safety issue" will be filled with fill from an approved, established source.

o *Surface Grading and Site Clean-Up*

- The Applicant will ensure, to the fullest extent possible, that its contractors will limit site grading to within the first six (6) inches of the existing surface elevation (e.g., side walk level, driveway level, slab level, etc.).

o *Demolition*

Foundation Removal

- The Applicant will ensure, to the fullest extent possible, that the contractors will limit excavation to within two (2) feet of the foundation perimeter and will not excavate more than six (6) inches below the depth of the foundation to minimize soil disturbance.

Slab/Driveway/Sidewalk Removal

- The Applicant will ensure, to the fullest extent possible, that the contractors will limit excavation to within one (1) foot of the slab/driveway/sidewalk perimeter and will not excavate more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.

Oil Tank Location/Removal

- The Applicant will ensure, to the fullest extent possible, that approved methods will be used in locating an underground oil tank. Approved methods include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant will inform, to the fullest extent possible, landowner's of best practice guidelines for oil tank removal and they are made aware of the NJDEP spill hotline and state regulations for contamination remediation. Best practices for tank removal would be to use smaller machines with approximately two (2) foot wide buckets for excavation to reduce potential soil disturbance.

Septic Tanks

- The Applicant will ensure, to the fullest extent possible, that fill required in the decommissioning of septic tanks is from an approved, established source.

o *If the building or structure has been destroyed by the event and there are remaining Structural Features or Utilities that Require Removal, then:*

- Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines.
- Shearing off of at the ground-surface is strongly encouraged so that further soil disturbance is minimized.

• **Treatment of Unanticipated Discoveries:**

o *Archaeological Materials/Human Remains*

- If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains the Applicant will ensure to the fullest extent possible that the Contractor immediately stops work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. In such cases, the Applicant will immediately inform the New Jersey State Historic Preservation Office SHPO and FEMA (also the local law enforcement, county corner/medical examiner and county OEM representative for human remains, in accordance with applicable New Jersey SHPO and state guidelines) of the discovery for further guidance. The Applicant will ensure that the Contractor does not proceed with work in the areas of concern until FEMA staff has completed consultation with the (SHPO) and other interested parties, as necessary.
- To ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains, the Applicant must also determine appropriate legal measures under New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA and the State Historic Preservation Office (SHPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as Best Practices For Lower Impact Debris Removal and Demolitions for FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

APPENDIX C

SUBMITTAL LOG (SAMPLE)

PROJECT: WO#50 Lawrence

CLIENT: DEP

CONTRACTOR: ??

REVIEW CODE KEY:
APP = APPROVED
AAN = APPROVED AS NOTED
R = REVIEWED
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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
1	020700			Health & Safety Plan			
2	GC			Subcontractor (Compaction Testing)			
3	GC			Subcontractor (ACM Sampling)			
4	GC			Subcontractor (ACM Testing)			
5	GC			Subcontractor (DOL/OSHA Air Sampling)			
6	GC			Other Subcontractors			
7	220000			Sewer Cap			
8	220000			Water Cap			
9	015626			Temporary Fence			
10	312500			Silt Fence			
11	312500			Inlet Filter			
12	312500			Tracking Pad Material			
13	020590			Asbestos Abatement Plan			
14	020700			Demolition Plan			
15	020700			Materials Salvage & Recycling Management Plan			
16	GC			Construction Sequence			
17	GC			Schedule of Values			
18	020700			Rodent and Insect Pesticides SDS (MSDS)			
19	312300			Clean Fill Material Proctor and Gradation Analysis and Certification Letter			
20	329200			Imported Topsoil Material Composition Data and Certification Letter			
21	329200			Hydroseed Mix (Seed Type, etc.)			
22.01	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 504 Bay Point Rd			
22.02	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 506 Bay Point Rd			
22.03	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 512 Bay Point Rd			
22.04	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 520 Bay Point Rd			
22.05	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 524 Bay Point Rd			
22.06	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 526 Bay Point Rd			
22.07	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 528 Bay Point Rd			
22.08	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 530 Bay Point Rd			
22.09	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 532 Bay Point Rd			
22.10	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 536 Bay Point Rd			
22.11	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 544 Bay Point Rd			
22.12	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - No #(6) Paris Rd			
22.13	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 8 Paris Rd			
22.14	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 22 Paris Rd			
22.15	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 32 Paris Rd			
22.16	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 36 Paris Rd			
22.17	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 24B(48/50) Paris Rd			
22.18	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 56 Paris Rd			
22.19	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 58 Paris Rd			
22.20	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 60 Paris Rd			

SUBMITTAL LOG (SAMPLE)

PROJECT: WO#50 Lawrence

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CONTRACTOR: ??

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
22.21	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 30B(62) Paris Rd			
22.22	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 31B(64) Paris Rd			
22.23	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 68 Paris Rd			
22.24	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 70 Paris Rd			
22.25	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 72 Paris Rd			
22.26	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 74 Paris Rd			
22.27	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 80 Paris Rd			
22.28	020700			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - 82 Paris Rd			
23.01	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 504 Bay Point Rd			
23.02	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 506 Bay Point Rd			
23.03	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 512 Bay Point Rd			
23.04	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 520 Bay Point Rd			
23.05	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 524 Bay Point Rd			
23.06	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 526 Bay Point Rd			
23.07	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 528 Bay Point Rd			
23.08	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 530 Bay Point Rd			
23.09	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 532 Bay Point Rd			
23.10	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 536 Bay Point Rd			
23.11	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 544 Bay Point Rd			
23.12	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - No #(6) Paris Rd			
23.13	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 8 Paris Rd			
23.14	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 22 Paris Rd			
23.15	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 32 Paris Rd			
23.16	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 36 Paris Rd			
23.17	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 24B(48/50) Paris Rd			
23.18	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 56 Paris Rd			
23.19	020590			ACM Waste Manifests, ACM Removal Letter (RACM)- 58 Paris Rd			
23.20	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 60 Paris Rd			
23.21	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 30B(62) Paris Rd			
23.22	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 31B(64) Paris Rd			
23.23	020590			ACM Waste Manifests, ACM Removal Letter (RACM)- 68 Paris Rd			
23.24	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 70 Paris Rd			
23.25	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 72 Paris Rd			
23.26	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 74 Paris Rd			
23.27	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 80 Paris Rd			
23.28	020590			ACM Waste Manifests, ACM Removal Letter (RACM) - 82 Paris Rd			
24.01	020700			Landfill Receipts For General Demolition - 504 Bay Point Rd			
24.02	020700			Landfill Receipts For General Demolition - 506 Bay Point Rd			
24.03	020700			Landfill Receipts For General Demolition - 512 Bay Point Rd			
24.04	020700			Landfill Receipts For General Demolition - 520 Bay Point Rd			
24.05	020700			Landfill Receipts For General Demolition - 524 Bay Point Rd			
24.06	020700			Landfill Receipts For General Demolition - 526 Bay Point Rd			
24.07	020700			Landfill Receipts For General Demolition - 528 Bay Point Rd			
24.08	020700			Landfill Receipts For General Demolition - 530 Bay Point Rd			
24.09	020700			Landfill Receipts For General Demolition - 532 Bay Point Rd			
24.10	020700			Landfill Receipts For General Demolition - 536 Bay Point Rd			
24.11	020700			Landfill Receipts For General Demolition - 544 Bay Point Rd			
24.12	020700			Landfill Receipts For General Demolition - No #(6) Paris Rd			
24.13	020700			Landfill Receipts For General Demolition - 8 Paris Rd			
24.14	020700			Landfill Receipts For General Demolition - 22 Paris Rd			
24.15	020700			Landfill Receipts For General Demolition - 32 Paris Rd			
24.16	020700			Landfill Receipts For General Demolition - 36 Paris Rd			
24.17	020700			Landfill Receipts For General Demolition - 24B(48/50) Paris Rd			

SUBMITTAL LOG (SAMPLE)

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
24.18	020700			Landfill Receipts For General Demolition - 56 Paris Rd			
24.19	020700			Landfill Receipts For General Demolition - 58 Paris Rd			
24.20	020700			Landfill Receipts For General Demolition - 60 Paris Rd			
24.21	020700			Landfill Receipts For General Demolition - 30B(62) Paris Rd			
24.22	020700			Landfill Receipts For General Demolition - 31B(64) Paris Rd			
24.23	020700			Landfill Receipts For General Demolition - 68 Paris Rd			
24.24	020700			Landfill Receipts For General Demolition - 70 Paris Rd			
24.25	020700			Landfill Receipts For General Demolition - 72 Paris Rd			
24.26	020700			Landfill Receipts For General Demolition - 74 Paris Rd			
24.27	020700			Landfill Receipts For General Demolition - 80 Paris Rd			
24.28	020700			Landfill Receipts For General Demolition - 82 Paris Rd			
25.01	020700			Salvage & Recycling Receipts - 504 Bay Point Rd			
25.02	020700			Salvage & Recycling Receipts - 506 Bay Point Rd			
25.03	020700			Salvage & Recycling Receipts - 512 Bay Point Rd			
25.04	020700			Salvage & Recycling Receipts - 520 Bay Point Rd			
25.05	020700			Salvage & Recycling Receipts - 524 Bay Point Rd			
25.06	020700			Salvage & Recycling Receipts - 526 Bay Point Rd			
25.07	020700			Salvage & Recycling Receipts - 528 Bay Point Rd			
25.08	020700			Salvage & Recycling Receipts - 530 Bay Point Rd			
25.09	020700			Salvage & Recycling Receipts - 532 Bay Point Rd			
25.10	020700			Salvage & Recycling Receipts - 536 Bay Point Rd			
25.11	020700			Salvage & Recycling Receipts - 544 Bay Point Rd			
25.12	020700			Salvage & Recycling Receipts - No #(6) Paris Rd			
25.13	020700			Salvage & Recycling Receipts - 8 Paris Rd			
25.14	020700			Salvage & Recycling Receipts - 22 Paris Rd			
25.15	020700			Salvage & Recycling Receipts - 32 Paris Rd			
25.16	020700			Salvage & Recycling Receipts - 36 Paris Rd			
25.17	020700			Salvage & Recycling Receipts - 24B(48/50) Paris Rd			
25.18	020700			Salvage & Recycling Receipts - 56 Paris Rd			
25.19	020700			Salvage & Recycling Receipts - 58 Paris Rd			
25.20	020700			Salvage & Recycling Receipts - 60 Paris Rd			
25.21	020700			Salvage & Recycling Receipts - 30B(62) Paris Rd			
25.22	020700			Salvage & Recycling Receipts - 31B(64) Paris Rd			
25.23	020700			Salvage & Recycling Receipts - 68 Paris Rd			
25.24	020700			Salvage & Recycling Receipts - 70 Paris Rd			
25.25	020700			Salvage & Recycling Receipts - 72 Paris Rd			
25.26	020700			Salvage & Recycling Receipts - 74 Paris Rd			
25.27	020700			Salvage & Recycling Receipts - 80 Paris Rd			
25.28	020700			Salvage & Recycling Receipts - 82 Paris Rd			
26.01	020700			DOL/OSHA Sampling Results - 504 Bay Point Rd			
26.02	020700			DOL/OSHA Sampling Results - 506 Bay Point Rd			
26.03	020700			DOL/OSHA Sampling Results - 512 Bay Point Rd			
26.04	020700			DOL/OSHA Sampling Results - 520 Bay Point Rd			
26.05	020700			DOL/OSHA Sampling Results - 524 Bay Point Rd			
26.06	020700			DOL/OSHA Sampling Results - 526 Bay Point Rd			
26.07	020700			DOL/OSHA Sampling Results - 528 Bay Point Rd			
26.08	020700			DOL/OSHA Sampling Results - 530 Bay Point Rd			
26.09	020700			DOL/OSHA Sampling Results - 532 Bay Point Rd			
26.10	020700			DOL/OSHA Sampling Results - 536 Bay Point Rd			
26.11	020700			DOL/OSHA Sampling Results - 544 Bay Point Rd			
26.12	020700			DOL/OSHA Sampling Results - No #(6) Paris Rd			
26.13	020700			DOL/OSHA Sampling Results - 8 Paris Rd			
26.14	020700			DOL/OSHA Sampling Results - 22 Paris Rd			
26.15	020700			DOL/OSHA Sampling Results - 32 Paris Rd			
26.16	020700			DOL/OSHA Sampling Results - 36 Paris Rd			
26.17	020700			DOL/OSHA Sampling Results - 24B(48/50) Paris Rd			
26.18	020700			DOL/OSHA Sampling Results - 56 Paris Rd			
26.19	020700			DOL/OSHA Sampling Results - 58 Paris Rd			
26.20	020700			DOL/OSHA Sampling Results - 60 Paris Rd			
26.21	020700			DOL/OSHA Sampling Results - 30B(62) Paris Rd			

SUBMITTAL LOG (SAMPLE)

PROJECT: WO#50 Lawrence

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TRACKING #	SECTION #	REV.	DATE REC'D	DESCRIPTION	REVIEW CODE	DATE ISSUED	NOTES
26.22	020700			DOL/OSHA Sampling Results - 31B(64) Paris Rd			
26.23	020700			DOL/OSHA Sampling Results - 68 Paris Rd			
26.24	020700			DOL/OSHA Sampling Results - 70 Paris Rd			
26.25	020700			DOL/OSHA Sampling Results - 72 Paris Rd			
26.26	020700			DOL/OSHA Sampling Results - 74 Paris Rd			
26.27	020700			DOL/OSHA Sampling Results - 80 Paris Rd			
26.28	020700			DOL/OSHA Sampling Results - 82 Paris Rd			
27.01	312300			Compaction Testing Results - 504 Bay Point Rd			
27.02	312300			Compaction Testing Results - 506 Bay Point Rd			
27.03	312300			Compaction Testing Results - 512 Bay Point Rd			
27.04	312300			Compaction Testing Results - 520 Bay Point Rd			
27.05	312300			Compaction Testing Results - 524 Bay Point Rd			
27.06	312300			Compaction Testing Results - 526 Bay Point Rd			
27.07	312300			Compaction Testing Results - 528 Bay Point Rd			
27.08	312300			Compaction Testing Results - 530 Bay Point Rd			
27.09	312300			Compaction Testing Results - 532 Bay Point Rd			
27.10	312300			Compaction Testing Results - 536 Bay Point Rd			
27.11	312300			Compaction Testing Results - 544 Bay Point Rd			
27.12	312300			Compaction Testing Results - No #(6) Paris Rd			
27.13	312300			Compaction Testing Results - 8 Paris Rd			
27.14	312300			Compaction Testing Results - 22 Paris Rd			
27.15	312300			Compaction Testing Results - 32 Paris Rd			
27.16	312300			Compaction Testing Results - 36 Paris Rd			
27.17	312300			Compaction Testing Results - 24B(48/50) Paris Rd			
27.18	312300			Compaction Testing Results - 56 Paris Rd			
27.19	312300			Compaction Testing Results - 58 Paris Rd			
27.20	312300			Compaction Testing Results - 60 Paris Rd			
27.21	312300			Compaction Testing Results - 30B(62) Paris Rd			
27.22	312300			Compaction Testing Results - 31B(64) Paris Rd			
27.23	312300			Compaction Testing Results - 68 Paris Rd			
27.24	312300			Compaction Testing Results - 70 Paris Rd			
27.25	312300			Compaction Testing Results - 72 Paris Rd			
27.26	312300			Compaction Testing Results - 74 Paris Rd			
27.27	312300			Compaction Testing Results - 80 Paris Rd			
27.28	312300			Compaction Testing Results - 82 Paris Rd			
28	GC			HUD/CDBG-DR - Contractor Information Form (submit with each invoice)			
29	GC			HUD/CDBG-DR - Business Contact Log (submit with each invoice)			
30	GC			HUD/CDBG-DR - Community Outreach Log (submit with each invoice)			
31	GC			HUD/CDBG-DR - Section 3 Business Certification (submit with each invoice)			
32	GC			HUD/CDBG-DR - Section 3 Resident Certification (submit with each invoice)			
33	017800			Closeout Submittal DPMC 11(Final Invoice), 11.2 (SOV) & 11.2a (Cert Prime)			
34	017800			Closeout Submittal DPMC 20 Final Contract Acceptance			
35	017800			Closeout Submittal DPMC 20r(2) ORIGINAL Consent of Surety **w/raised seal** (cannot be emailed)			
36	017800			Closeout Submittal DPMC 20d Certificate of Substantial Completion			
37	017800			Closeout Submittal One (1) Year Performance Warranty			

DPMC / WJF Revised 17 01-17

APPENDIX D

By this letter, the undersigned Contractor guarantees and warrants the Work performed and all materials furnished under the above-referenced Contract against defects in materials and/or workmanship, and agrees to be responsible for the value or repair of any damage to other Work or to the building premises resulting from the performance of the Contract, for a period of one (1) year from the date of Substantial Completion for Beneficial Use established in 7.2.2 of the Contract General Conditions, or from the time of completion and acceptance of the equipment, work or materials in question, whichever is later.

This written guarantee and warranty is provided in addition to, and not in place of, any and all other guarantees and warranties established under the Contract documents and/or applicable law.

APPENDIX E

Prime Contractor Letterhead

Walter Fernandez
Assistant Deputy Director
NJ Department of Treasury
Division of Property Management and Construction (DPMC)
Bureau of Design and Construction
33 West State Street, 9th Floor
Trenton, NJ 08625-0235

Re: Certification of Clean Fill Material and Sand
Demolition of Dwellings
Cumberland County, NJ
DPMC Project No. P1103-00

Dear Mr. Fernandez,

This letter hereby certifies and warrants the imported fill material and/or sand to be utilized for DPMC Project No. P1103-00 meets the requirements of "Fill Material" and is from a virgin source or meets the most stringent requirements of the New Jersey Residential, Non-Residential, and Impact to Groundwater Standards in accordance with Specification Section 312300 Excavation, Backfilling, and Grading within the Contract Documents. Samples of the imported fill material and/or sand were collected in accordance with the NJDEP Regulations, including Technical Regulations (NJAC 7:26E-2), and that sample collection has been performed in accordance with the NJDEP's Field Sampling Procedures Manual.

I am fully authorized to make these certifications and warranties.

Prime Contractor

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

Fill Material Supplier

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

APPENDIX F

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
Mail Code 501-2A P.O. Box 420, Trenton, New Jersey 08625-0420
(609) 633-2289 or Fax (609) 777-3656 or
www.state.nj.us/dep/landuse

PERMIT

In accordance with the laws and regulations of the State of New Jersey, the Department of Environmental Protection hereby grants this permit to perform the activities described below. This permit is revocable with due cause and is subject to the limitations, terms and conditions listed below and on the attached pages. For the purpose of this document, "permit" means "approval, certification, registration, authorization, waiver, etc." Violation of any term, condition or limitation of this permit is a violation of the implementing rules and may subject the permittee to enforcement action.	Approval Date NOV 2 1 2016 Expiration Date NOV 2 0 2021

Permit Number(s)	Type of Approval(s)	Enabling Statute(s)
0608-16-0002.1 CZM 160001	Coastal General Permit No. 24 Water Quality Certificate	N.J.S.A. 13:19-1 N.J.S.A. 12:5-3 N.J.S.A. 58-10A N.J.S.A. 13:9A-1

Applicant	Block and Lot: Please see the attached sheet
Fawn Z. McGee, Director NJDEP Blue Acres Program 428 East State Street, 2nd Floor Mail code 501-01 PO Box 420 Trenton, NJ 08625	Location: Bay Point Area Municipality: Lawrence Township County: Cumberland County

This permit grants authorization to: Remove homes, pilings and associated appurtenant structures from State acquired properties in the Bay Point Area of Lawrence Township. This work is authorized on State owned properties only. The plans which depict the site locations is as shown on six (6) sheets, sheets 1 through 5 entitled "OVERALL MAP OF LAWRENCE BLUE ACRES/NJDEP BLOCK 254 LOTS 1-43 BLOCK 255 LOTS 1-17 BLOCK 256 LOTS 1-5 BLOCK 257 LOT 1 LAWRENCE TOWNSHIP CUMBERLAND COUNTY NEW JERSEY OVERALL MAP", and sheet 6 of 6 entitled: "OVERALL MAP (BLOCK 257, LOT 1) OF LAWRENCE TOWNSHIP BLUE ACRES/NJDEP BLOCK 254 LOTS 1-43 BLOCK 255 LOTS 1-17 BLOCK 256 LOTS 1-5 BLOCK 257 LOT 1 LAWRENCE TOWNSHIP CUMBERLAND COUNTY NEW JERSEY OVERALL MAP", all sheets dated September 21, 2016, unrevised and prepared by Maser Consulting.

This permit is authorized under, and in compliance with the Coastal Zone Management Rules (N.J.A.C. 7:7 et. seq.), last amended June 20, 2016, and includes a Section 401 Water Quality Certificate, provided that all conditions to follow are met.

Issuance of this permit in no way relinquishes, and shall not be construed as a relinquishment by the State of New Jersey of any Tidelands right, title ownership/interest in the subject property or in any land surrounding the same.

This permit authorizes work only on the approved parcels noted on the attached sheet and only on properties where the State has acquired the property, or the owner has authorized work on their properties. Work on additional lots may require additional permits and approval from appropriate property owners. This permit does not approve the wetlands line delineated on the approved plans.

No regulated work may commence until such time as you have obtained a Department of the Army authorization. You are advised to contact the Philadelphia District at (215) 656-6728.

Prepared by Kara T

Kara Turner
Environmental Specialist 2

Received or Recorded by County Clerk

THIS PERMIT IS NOT EFFECTIVE AND NO CONSTRUCTION APPROVED BY THIS PERMIT, OR OTHER REGULATED ACTIVITY, MAY BE UNDERTAKEN UNTIL THE APPLICANT HAS SATISFIED ALL PRE-CONSTRUCTION CONDITIONS AS SET FORTH IN THIS PERMIT.

This permit is not valid unless authorizing signature appears on the last page.

PRE-CONSTRUCTION CONDITIONS:

1. **Timing:** If this permit contains a condition that must be satisfied prior to the commencement of construction, the permittee must comply with such condition(s) within the time required by the permit or, if no time specific requirement is imposed, then within six months of the effective date of the permit, or provide evidence satisfactory to the Division that such condition(s) cannot be satisfied.

2. Prior to commencement of construction, a silt fence shall be erected along the limits of disturbance of the development with a 10-foot return on each end. This fence must be maintained and remain in place until all construction and landscaping activities are completed.

SPECIAL CONDITIONS:

1. **Recording of Permit:** This permit shall be RECORDED in the office of the County Clerk (the REGISTRAR OF DEEDS AND MORTGAGES in the applicable counties) in the county wherein the lands included in the permit are located within ten (10) days after receipt of the permit by the applicant and verified notice shall be emailed to Kara Turner, at kara.turner@dep.nj.gov immediately thereafter.

2. **Material Disposal:** All excavated material and dredge material shall be disposed of in a lawful manner. The material shall be placed outside of any flood hazard area, riparian zone, regulated water, freshwater/coastal wetlands and adjacent transition area, and in such a way as to not interfere with the positive drainage of the receiving area.

3. Acceptance of permit: If you begin any activity approved by this permit, you thereby accept this document in its entirety, and the responsibility to comply with the terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction.

4. No regulated work may commence until such time as you have obtained a Department of the Army authorization. You are advised to contact the Philadelphia District.

5. In order to protect the Federally-listed (threatened) Red Knot, the authorized work (construction vehicle access and equipment stockpiling) shall not occur during the spring migration from May 1st to June 15th for any given year.

6. In order to protect horseshoe crab spawning habitat, the authorized work (including construction vehicle access and equipment stockpiling) shall not occur from April 15 to June 30 for any given year.

7. A timing restriction from March 1 through June 30 is imposed on all in water work for each given year for the protection of anadromous species.

8. A timing restriction from April 15 to September 15 is imposed on all in water work for each given year to protect the sandbar shark pupping.

9. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit.

10. Construction equipment shall not be stored, staged or driven within any channel, wetland or transition area, unless expressly approved by this determination and/or described on the approved plans.

11. Any ruts or excavated area created during the work shall be leveled to preexisting conditions and replanted with native herbaceous and woody vegetation where applicable.

12. Protective mats must be used in the access areas within coastal wetlands areas to eliminate ground furrowing or rutting.

13. All debris, wood, trash and other loose materials shall be discarded and legally disposed of offsite. The applicant shall take special care that no debris enters or remains in the water.

14. This permit does not approve the wetlands line delineated on the approved plans.

STANDARD CONDITIONS:

1. **Responsibilities:**
   a. The permittee, its contractors and subcontractors shall comply with all conditions of this permit, authorizing and/or supporting documents and approved plans and drawings.

   b. A copy of this permit, other authorizing documents, records and information including all approved plans and drawings shall be maintained at the authorized site at all times and made available to Department representatives or their designated agents upon request.

2. **Permit modification:** Plans and specifications in the application and conditions imposed by this permit shall remain in full force and effect so long as the proposed development or any portion thereof is in existence, unless modified by the Department. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department. The filing of a request to modify an issued permit by the permittee, or a notification of planned changes or anticipated noncompliance does not stay any condition of this permit.

3. **Duty to minimize environmental impacts:** The permittee shall take all reasonable steps to prevent, minimize or correct any adverse impact on the environment resulting from activities conducted pursuant to the permit, or from noncompliance with the permit. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such unanticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit

4. **Proper site maintenance:** While the regulated activities are being undertaken, neither the permittee, its contractors nor subcontractors shall cause or permit any unreasonable interference with the free flow of a regulated feature by placing or dumping any materials, equipment, debris or structures within or adjacent to the regulated area. Upon completion or abandonment of the work, the permittee, its contractors or subcontractors shall remove and dispose of in a lawful manner all excess materials, debris, equipment, silt fences and other temporary soil erosion and sediment control devices from all regulated areas. Only clean non-toxic fill shall be used where necessary.

5. **Sediment control:** Development which requires soil disturbance, creation of drainage structures, or changes in natural contours shall conduct operations in accordance with the latest revised version of "Standards for Soil Erosion Sediment Control in New Jersey," promulgated by the New Jersey State Soil Conservation Committee, pursuant to the Soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et seq. and N.J.A.C. 2:90-1.3-1.14.

6. **Rights of the State:**
   a. This permit does not convey any property rights of any sort, or any exclusive privilege.

b. Upon notification and presentation of credentials, the permittee shall allow Department representatives or their designated agents, to enter upon the project site and/or where records must be kept under the conditions of this permit, inspect at reasonable times any facilities, equipment, practices or operations regulated or required under the permit, and sample or monitor for the purposes of determining compliance. Failure to allow reasonable access shall be considered a violation of this permit and subject the permittee to enforcement action.

c. The issuance of this permit shall in no way expose the State of New Jersey or the Department to liability for the sufficiency or correctness of the design of any construction, structure or structures. Neither the State nor the Department shall, in any way, be liable for the loss of life or property which may occur by virtue of the activity of development resulting from any permit.

7. **Duty to Reapply:** If the permittee wishes to continue an activity covered by the permit after the expiration date of the permit authorization, the permittee must apply for and obtain a new permit authorization.

8. **Other Approvals:** The permittee must obtain any and all other Federal, State and/or Local approvals. Authorization to undertake a regulated activity under this permit does not indicate that the activity also meets the requirements of any other rule, plan or ordinance.

9. **Noncompliance:**

a. Any noncompliance with this permit constitutes a violation, and is grounds for enforcement action, as well as modification, suspension and/or termination of the permit.

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

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

6. This authorization for a General Permit is valid for five years from the date of issuance. This authorization may be extended one time for five years, in accordance with the requirements at

N.J.A.C. 7:7-3.7. All regulated activities being conducted pursuant to this authorization shall immediately cease on the date the authorization expires. If the authorization expires and the permittee intends to commence or continue the regulated activities, the permittee shall obtain a new authorization or permit under this chapter authorizing the regulated activities. The Department shall issue a new authorization only if the project is revised where necessary to comply with the requirements in effect when the application for the new authorization is declared complete for review.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

Colleen Keller
Assistant Director
Bureau of Coastal Regulation
Division of Land Use Regulation

11/21/16
Date

Attachment: Property Owner List

C: NJDEP Bureau of Coastal and Land Use Enforcement, Toms River
Borough Municipal Clerk and Construction Official
ACOE, Philadelphia District

APPENDIX G

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

DEPARTMENT OF THE ARMY

PHILADELPHIA DISTRICT CORPS OF ENGINEERS
WANAMAKER BUILDING, 100 PENN SQUARE EAST
PHILADELPHIA, PENNSYLVANIA 19107-3390

REPLY TO
ATTENTION OF

DEC 01 2016

Regulatory Branch
Application Section II

SUBJECT: CENAP-OP-R-2014-0184 (NWP 22)
Project Name: NJ Blue Acres Lawrence Township CU
NJDEP#: 0608-16-0002.1
Latitude and Longitude: 39.296386° N, 75.251643° S

c/o Fawn McGee, Director, Blue Acres Program, NJDEP
Green Acres Program
Mail Code: 501-01
P.O. Box 420
Trenton, NJ 08625-0420

Dear Ms. McGee:

This is in regard to your proposal to remove pilings and structures at Bay Point in Lawrence Township, Cumberland County, New Jersey.

Under current Federal regulations, a Department of the Army permit is required for work or structures in navigable waters of the United States and/or the discharge of dredged or fill material into waters of the United States including adjacent and isolated wetlands. **Based upon our review of the information you have provided and attached plans (Enclosure 1), it has been determined that the proposed work to remove pilings and structures in Cedar Creek and the Delaware Bay/Nantuxet Cove is approved by the existing Department of the Army Nationwide Permit (NWP 22) described below provided the work is conducted in compliance with the special conditions below and the attached general conditions.**

> ***NWP 22.*** *Removal of Vessels. Temporary structures or minor discharges of dredged or fill material required for the removal of wrecked, abandoned, or disabled vessels, or the removal of man-made obstructions to navigation. This NWP does not authorize maintenance dredging, shoal removal, or riverbank snagging.*
>
> *Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) The vessel is listed or eligible for listing in the National Register of Historic Places; or (2) the activity is conducted in a special aquatic site, including coral reefs and wetlands. (See general condition 31.) If condition 1 above is triggered, the permittee cannot commence the activity until*

informed by the district engineer that compliance with the "Historic Properties" general condition is completed. (Sections 10 and 404)

Note 1: If a removed vessel is disposed of in waters of the United States, a permit from the U.S. EPA may be required (see 40 CFR 229.3). If a Department of the Army permit is required for vessel disposal in waters of the United States, separate authorization will be required.

Note 2: Compliance with general condition 18, Endangered Species, and general condition 20, Historic Properties, is required for all NWPs. The concern with historic properties is emphasized in the notification requirements for this NWP because of the likelihood that submerged vessels may be historic properties.

You are advised that this verification of NWP authorization is valid until the Nationwide Permits expire on March 18, 2017, unless the NWP authorization is modified, suspended, or revoked prior to this date. In the event that the NWP authorization is modified during that time period, this expiration date will remain valid, provided the activity complies with any subsequent modification of the NWP authorization.

It is noted that CZM consistency from the State is only required for those activities in or affecting a State's coastal zone. Additionally, some of the NWPs do not involve a discharge of dredged or fill material, and as such, do not require a 401 WQC. If the State has denied the required WQC and/or not concurred with the Corps' CZM consistency determination, the NWP authorization is considered denied without prejudice until an individual project specific WQC and/or CZM approval is obtained. This approval must be obtained in order for the activity to be authorized under the NWP and a copy provided to this office before work begins. Any project specific conditions required by the State for the WQC and/or CZM approval will automatically become part of the NWP authorization.

You should carefully note that this NWP authorization is based upon your agreement to comply with the terms and conditions of this NWP (Enclosure 2) including any and all attached project specific special conditions listed below. Initiation of any authorized work shall constitute your agreement to comply with all of the NWP's conditions. You should also note that the authorized work may be subject to periodic inspections by a representative of this office. The verification of a Nationwide Permit including all general and special conditions is not subject to appeal.

In addition, a preliminary jurisdictional determination (JD) is included with this authorization. This preliminary determination identifies the location(s) of waters and wetlands that may be waters of the United States for the subject site. This preliminary jurisdictional determination is non-binding and indicates that there may be waters of the United States, including wetlands, on the parcel. Enclosed is a copy of the Preliminary Jurisdictional Determination Form signed by the applicant or agent agreeing to accept a preliminary jurisdictional determination (Enclosure 3). Preliminary JDs are advisory in nature and may not be appealed (See attached Notification of Appeal Form (Enclosure 4) and 33 C.F.R. 331.2.);

however, the applicant retains the right to request an approved Jurisdictional Determination, which may be appealed, for the site.

For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision was made based on the preliminary JD. All waters and wetlands on the site that may be affected in any way by the permitted activity were treated as though they were jurisdictional waters of the United States. The attached plan(s) depicts the location of waters and wetlands on the subject property.

This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985, as amended. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participating in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service prior to starting work.

This preliminary jurisdiction determination is valid for a period of five (5) years. This preliminary jurisdictional determination is issued in accordance with current Federal regulations and is based upon the existing site conditions and information provided by you in your application. This office reserves the right to reevaluate and modify the preliminary jurisdictional determination at any time should existing site conditions or Federal regulations change, or should the information provided by you prove to be false, incomplete, or inaccurate.

PROJECT SPECIFIC SPECIAL CONDITIONS:

1. All work performed in association with the above noted project shall be conducted in accordance with the project plans as shown on (5) sheets, sheets 1 through 5 entitled:

"OVERALL MAP OF LAWRENCE BLUE ACRES/NJDEP, BLOCK 254 LOTS 1-43, BLOCK 255 LOTS l-17, BLOCK 256 LOTS 1-5, BLOCK 257 LOT 1, LAWRENCE TOWNSHIP CUMBERLAND COUNTY, NEW JERSEY OVERALL MAP" all sheets dated September 21, 2016, unrevised, prepared by Maser Consulting.

The project plans provide for the removal of pilings and structures located in and along Cedar Creek and the Delaware Bay/Nantuxet Cove at the Bay Point area of Lawrence Township in Cumberland County, New Jersey. This work is authorized only for the following properties, which are State owned or for which NJDEP has received consent from the property owner to apply for permits on their behalf: Block 256 Lots 1, 4, and 5; Block 255 Lots 3, and 5-15; Block 254 Lots 4, 5, 10, 11, 12, 17, 18, 19, 21, 22, 24, 25, 26, 28-33, 35-39, 41, and 42; and Block 257 Lot 1. The stated purpose of the project is to provide for the removal of structures in order to reduce the risk of debris or hazards entering Cedar Creek or the Delaware Bay/Nantuxet Cove.

2. Construction activities shall not result in the disturbance or alteration of greater than 3,620 linear feet of waters of the United States.

3. Any deviation in construction methodology or project design from that shown on the above noted drawings or repair plan must be approved by this office, in writing, prior to performance of

the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.

4. This office shall be notified prior to the commencement of authorized work by completing and signing the enclosed Notification/Certification of Work Commencement Form (Enclosure 5). This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the enclosed Notification/Certification of Work Completion/Compliance Form (Enclosure 6). All notifications required by this condition shall be in writing. The Notification of Commencement of work may be sent to this office by facsimile or other electronic means; all other notification shall be transmitted to this office by registered mail. Oral notifications are not acceptable. Similar notification is required each time maintenance work is to be done under the terms of this Corps of Engineers permit.

5. 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.

6. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.

7. The authorized work shall utilize the Best Practices for Lower Impact Debris Removal and Demolitions (Enclosure 7) accepted by Green Acres and concurred upon by NJHPO on June 21, 2013 to avoid impacts to any unidentified archaeological sites per Stipulation II.C.3.d in the May 2, 2013 signed Programmatic Agreement between FEMA and the NJSHPO.

8. In order to protect the Federally-listed (threatened) red knot (*Calidris canutus rufa*), and to minimize adverse effects to horseshoe crabs, the authorized work (including construction vehicle access and equipment stockpiling) shall not occur from April 1 – August 31.

9. In order to protect anadromous fish species, in-water work shall not occur along Cedar Creek from March 1 through June 30. This timing restriction applies only to in-water work along Cedar Creek and does not apply to work along the Delaware Bay/Nantuxet Cove.

10. Work barges shall be positioned so that they float at all stages of the tide.

11. All equipment required to traverse wetland areas shall be supported on mats.

12. Materials shall not be stockpiled in wetlands.

Also enclosed is a pre-addressed postal card (Enclosure 8) soliciting your comments on the processing of your application. Any comments, positive or otherwise, on the procedures, timeliness, fairness, etc., may be made on this card. If you should have any questions regarding this matter, please contact Rachel Ward at (215) 656-6733 or write to the above address.

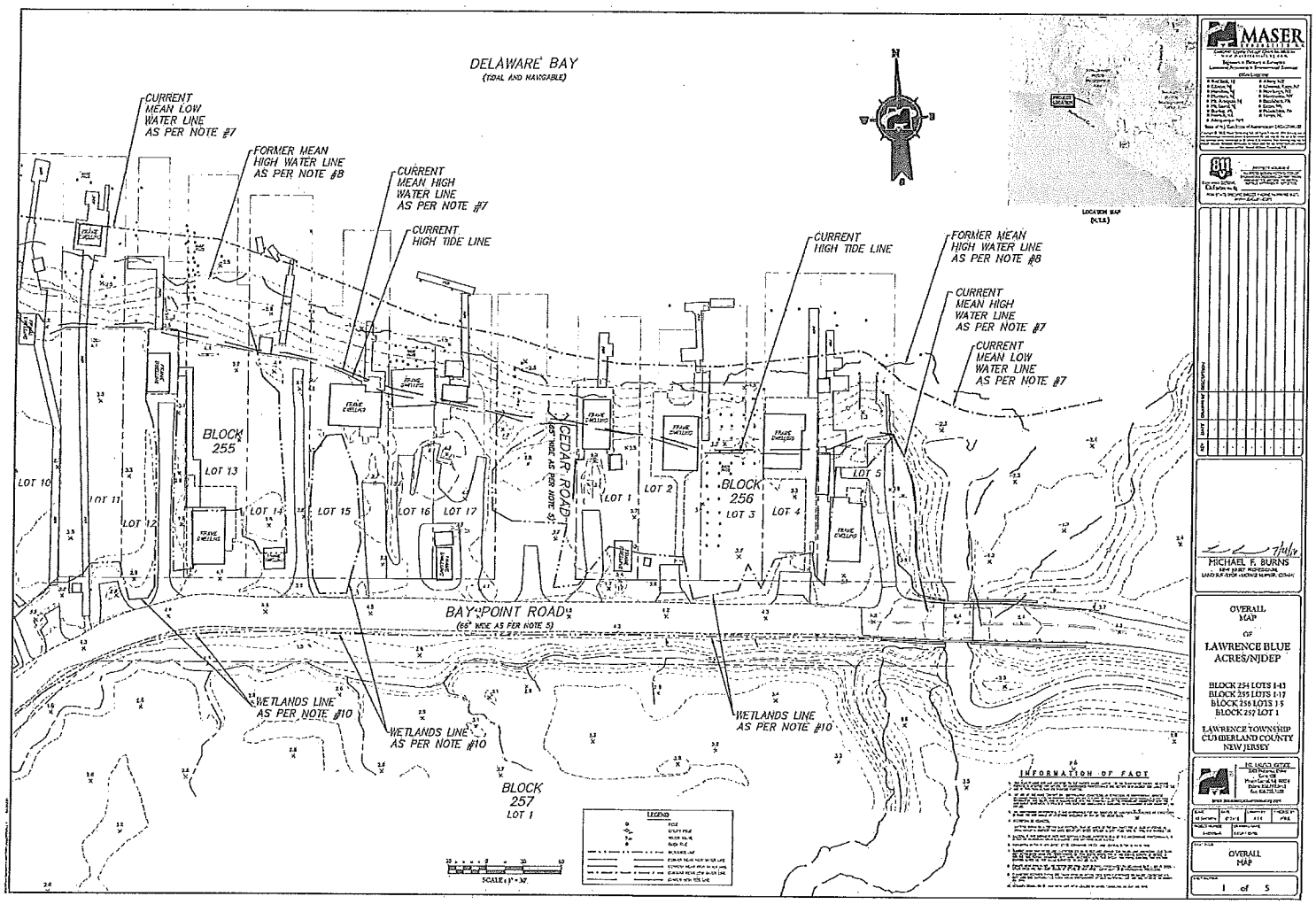
Sincerely,

Edward E. Bonner
Chief, Regulatory Branch

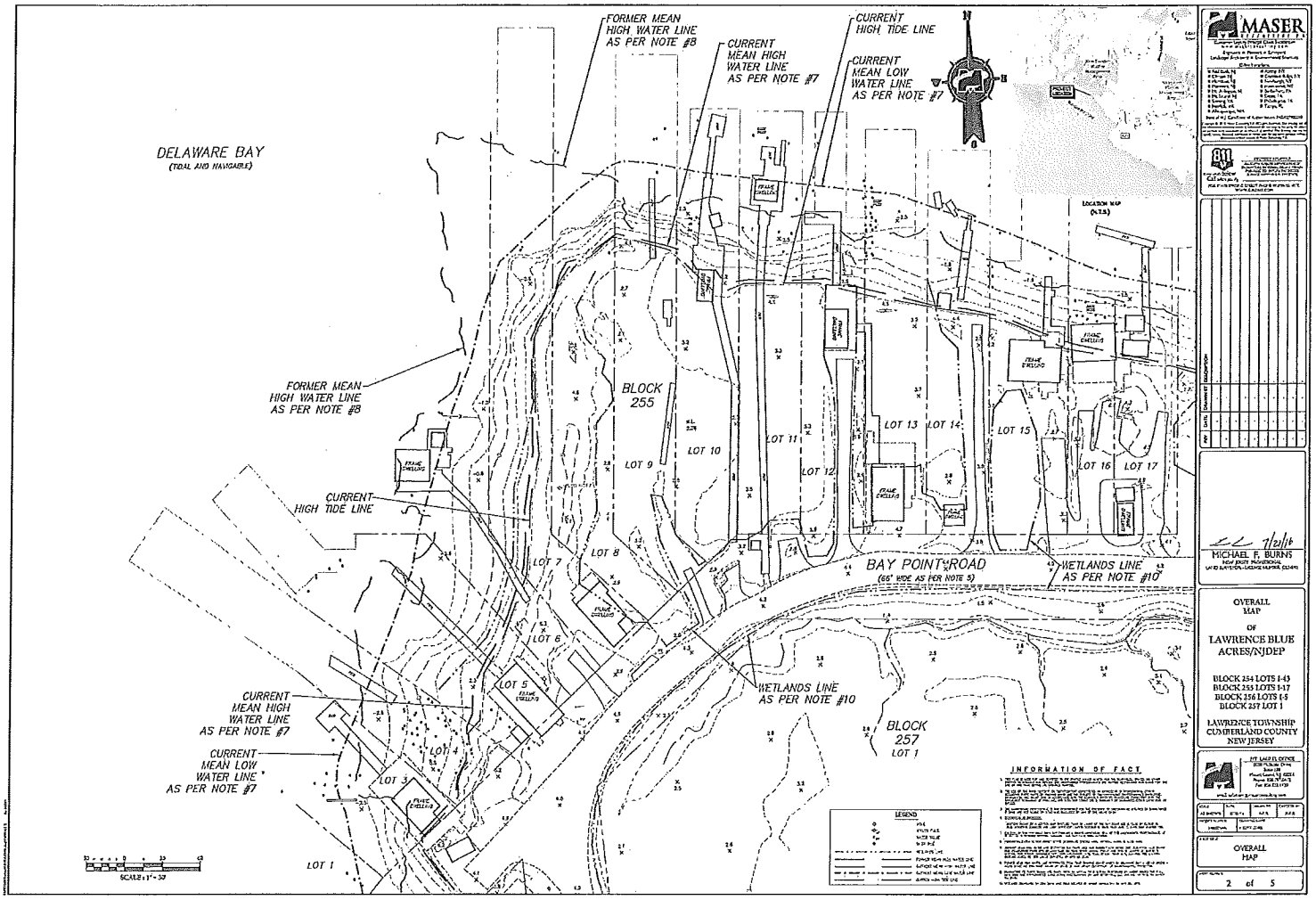
Enclosures

Copies Furnished:

NJDEP, LURP (Trenton, NJ)
NMFS (Sandy Hook, NJ)
NMFS (Gloucester, MA)
USEPA, Region III (Philadelphia, PA)
USFWS (Pleasantville, NJ)


DELAWARE BAY
(TIDAL AND NAVIGABLE)
CURRENT MEAN LOW WATER LINE AS PER NOTE #7
FORMER MEAN HIGH WATER LINE AS PER NOTE #8
CURRENT MEAN HIGH WATER LINE AS PER NOTE #7
CURRENT HIGH TIDE LINE
CURRENT HIGH TIDE LINE
FORMER MEAN HIGH WATER LINE AS PER NOTE #8
CURRENT MEAN HIGH WATER LINE AS PER NOTE #7
CURRENT MEAN LOW WATER LINE AS PER NOTE #7
BLOCK 255
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
CEDAR ROAD
(65' WIDE AS PER NOTE 5)
LOT 1
LOT 2
BLOCK 256
LOT 3
LOT 4
LOT 5
BAY POINT ROAD
(66' WIDE AS PER NOTE 5)
WETLANDS LINE AS PER NOTE #10
WETLANDS LINE AS PER NOTE #10
WETLANDS LINE AS PER NOTE #10
BLOCK 257
LOT 1
LEGEND
SCALE: 1" = 30'
LOCATION MAP
(N.T.S.)
MASER
MICHAEL F. BURNS
OVERALL MAP
OF
LAWRENCE BLUE ACRES/NJDEP
BLOCK 254 LOTS 1-43
BLOCK 255 LOTS 1-17
BLOCK 256 LOTS 1-5
BLOCK 257 LOT 1
LAWRENCE TOWNSHIP
CUMBERLAND COUNTY
NEW JERSEY
INFORMATION OF FACT
OVERALL MAP
1 of 5

Enclosure 1


DELAWARE BAY
(TIDAL AND NAVIGABLE)
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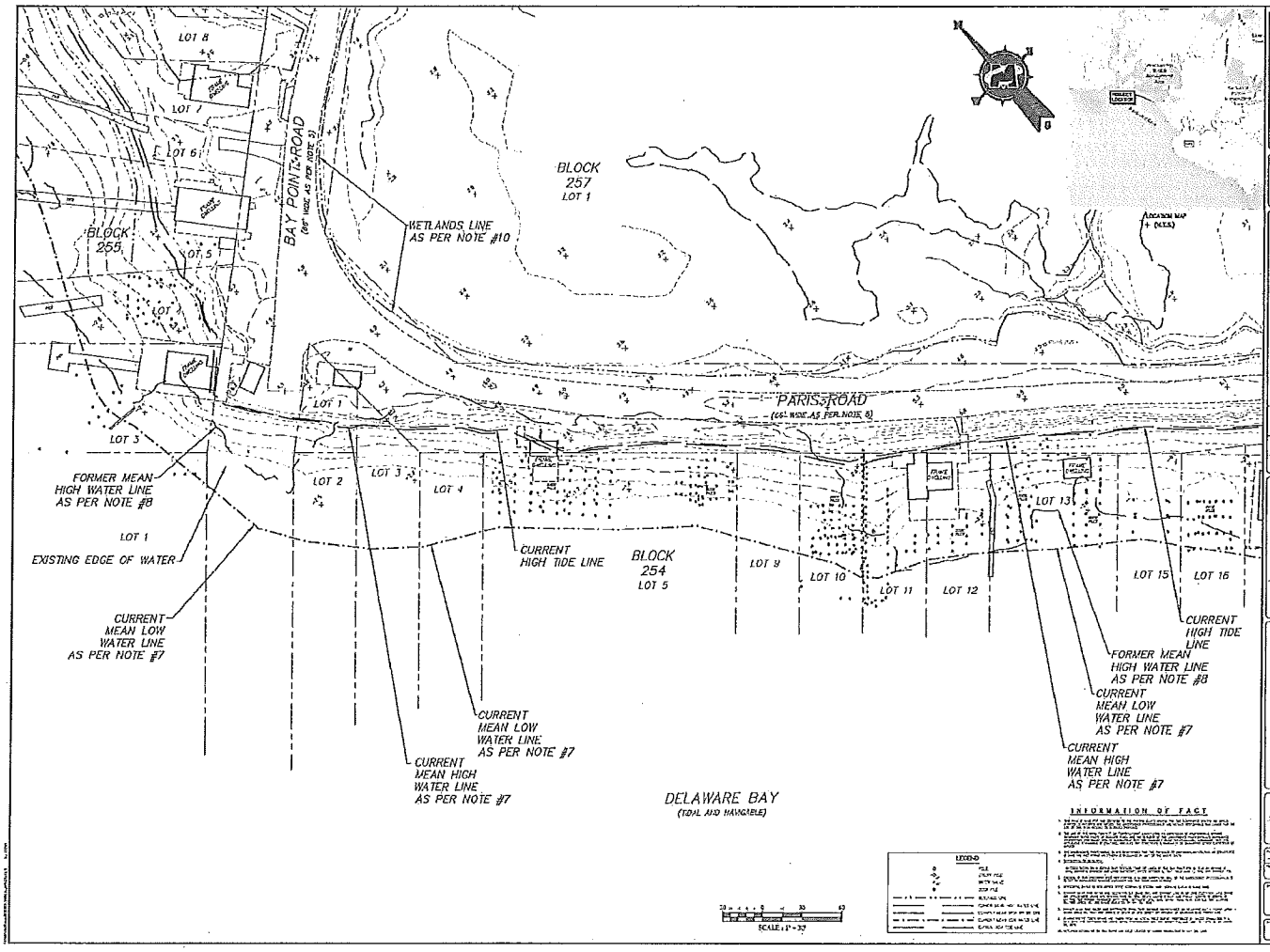
CURRENT MEAN LOW WATER LINE AS PER NOTE #7
BLOCK 255
LOT 1
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
BAY POINT ROAD
(66' WIDE AS PER NOTE 5)
WETLANDS LINE AS PER NOTE #10
BLOCK 257
LOT 1
LOCATION MAP
(N.T.S.)
LEGEND
INFORMATION OF FACT
MASER
MICHAEL F. BURNS
OVERALL MAP
OF
LAWRENCE BLUE ACRES/NJDEP
BLOCK 254 LOTS 1-43
BLOCK 255 LOTS 1-17
BLOCK 256 LOTS 1-5
BLOCK 257 LOT 1
LAWRENCE TOWNSHIP
CUMBERLAND COUNTY
NEW JERSEY
OVERALL MAP
2 of 5



MASER CONSULTING P.A.

MICHAEL F. BURNS

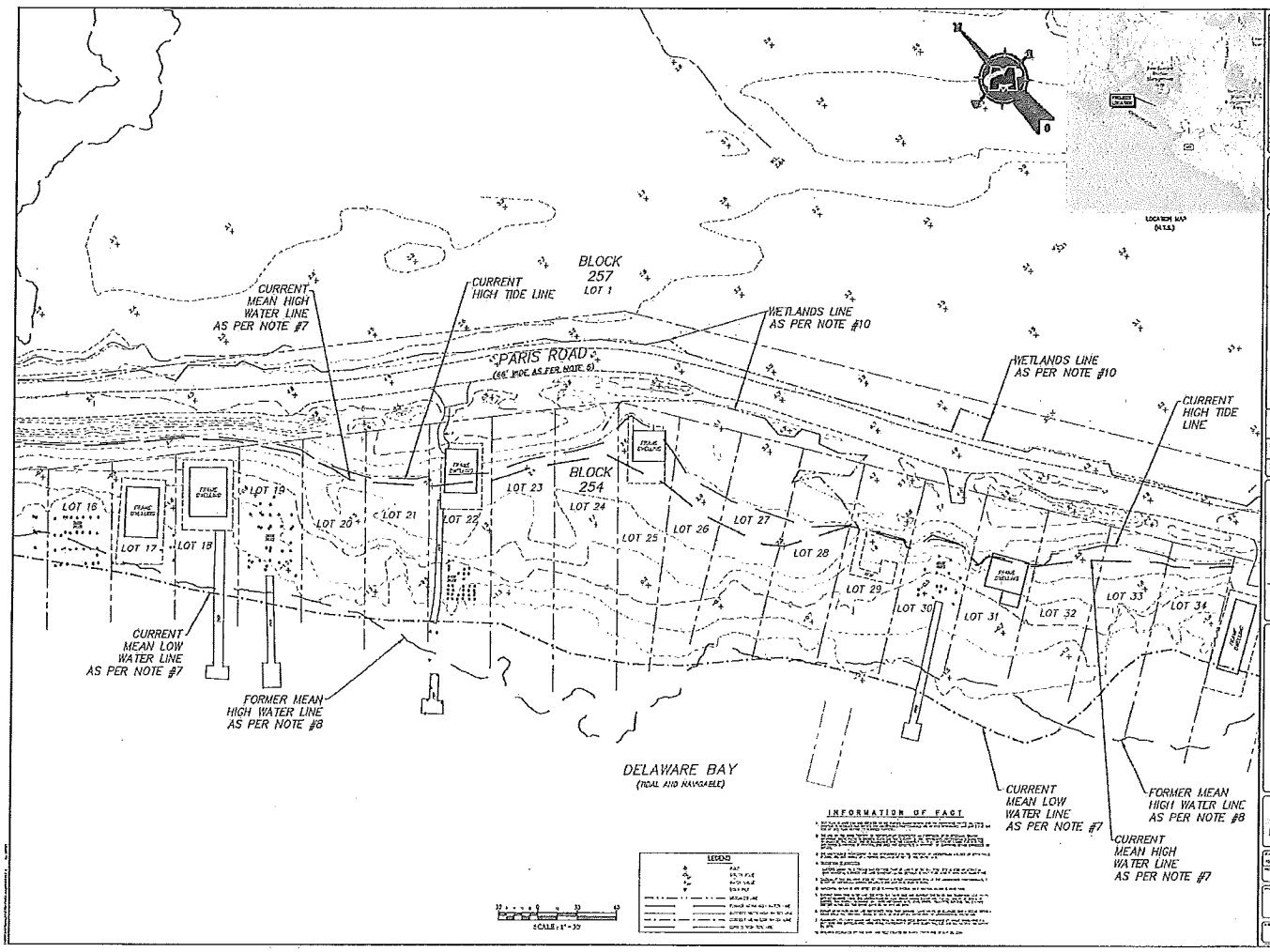
OVERALL MAP OF LAWRENCE BLUE ACRES/NJDEP

BLOCK 254 LOTS 1-13
BLOCK 255 LOTS 1-17
BLOCK 256 LOTS 1-5
BLOCK 257 LOT 1

LAWRENCE TOWNSHIP
CUMBERLAND COUNTY
NEW JERSEY

OVERALL MAP

3 of 5



MASER CONSULTING

MICHAEL F. BURNS
NEW JERSEY PROFESSIONAL
LAND SURVEYOR, LICENSE NUMBER 24340

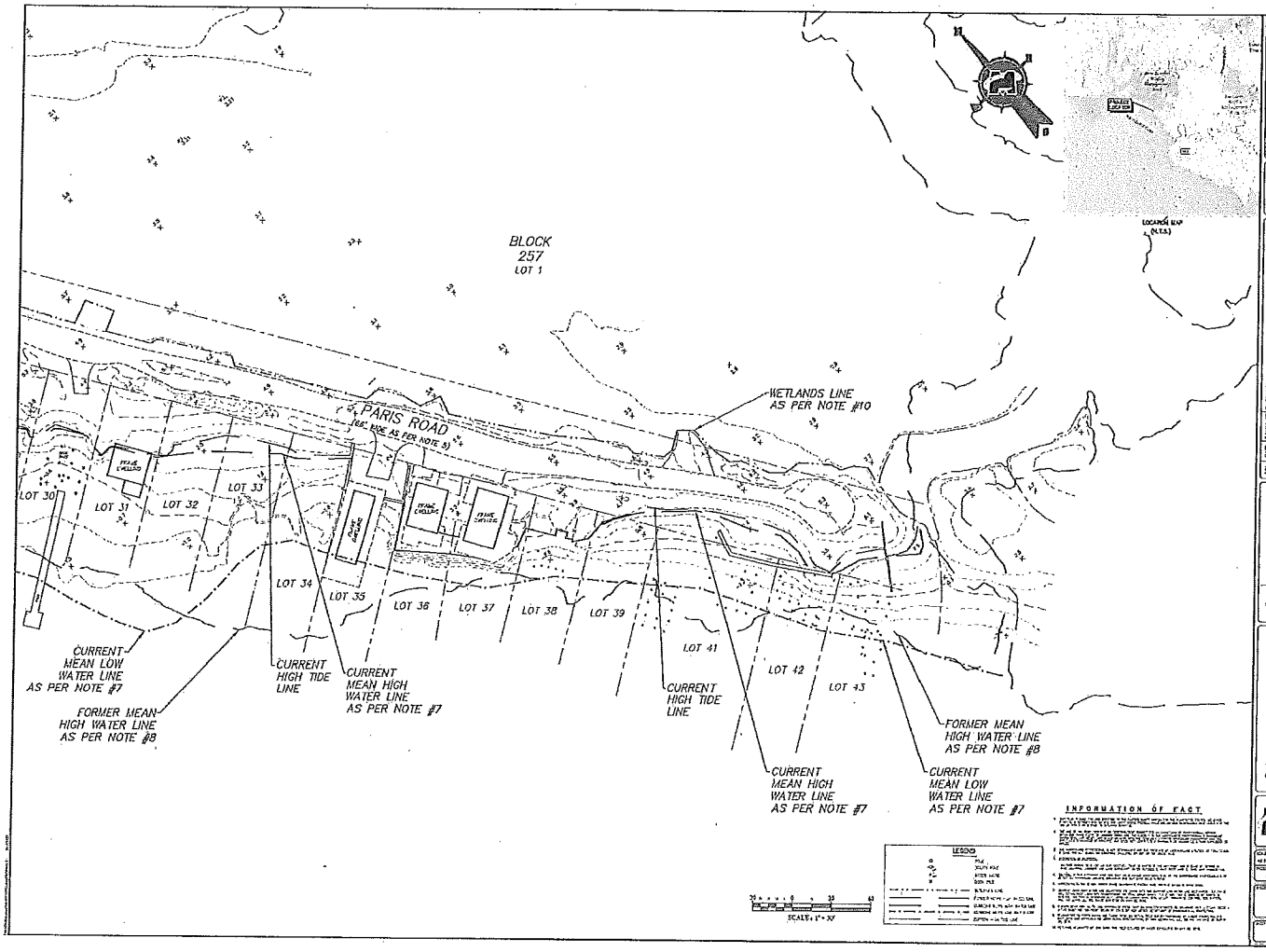
OVERALL MAP
OF
LAWRENCE BLUE ACRES/NJDEP

BLOCK 254 LOTS 1-43
BLOCK 255 LOTS 1-17
BLOCK 256 LOTS 1-5
BLOCK 257 LOT 1

LAWRENCE TOWNSHIP
CUMBERLAND COUNTY
NEW JERSEY

OVERALL MAP

4 of 5



INFORMATION OF FACT

MASER CONSULTING

MICHAEL F. BURNS

OVERALL MAP OF LAWRENCE BLUE ACRES/NJDEP

BLOCK 254 LOTS 1-43
BLOCK 255 LOTS 1-17
BLOCK 256 LOTS 1-5
BLOCK 257 LOT 1

LAWRENCE TOWNSHIP
CUMBERLAND COUNTY
NEW JERSEY

OVERALL MAP

5 of 5

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. **Navigation**. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) 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.

2.Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3.Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4.Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5.Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting aetivity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6.Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7.Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8.Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9.Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10.Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11.Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12.Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective

Enclosure 2

operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13.Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14.Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15.Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16.Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17.Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18.Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.
(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under

the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.
(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21.Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22.Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical

resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:
(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.
(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.
(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.
(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.
(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24.Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may

require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25.Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26.Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29.Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."
(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historie property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental

effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, exeept as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.
(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.
(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.
2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.
3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

NWP REGIONAL CONDITIONS FOR NEW JERSEY (March 16, 2012)

REGIONAL GENERAL CONDITION - 1(G-1).

This regional condition is applicable to all nationwide permits (NWPs) where a preconstruction notification (PCN) is submitted to the District Engineer. This includes the following: (a) those NWPs requiring notification to the District Engineer pursuant to the language of the specific nationwide permit ; (b) those NWPs requiring notification to the District Engineer pursuant nationwide permit general conditions (conditions 16, 18, 21, 20, 22 and 31), and (c) those NWPs requiring notification to the District Engineer pursuant to a regional condition. The NWPs that require a PCN include NWPs *3, 7, 8, *10, *11, 12, *13, 14, *15, 17, *18, 19, 21, *22, 23, *25, *27, 28, 29, *30, 31, 33, 34, 35, *36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51 and 52). *These NWP activities require notification under certain circumstances. Review the terms of the individual NWP authorization, general condition 22, or the regional conditions to identify these circumstances.

Condition G-1: All preconstruction notifications (PCNs) to the District Engineer shall describe all activities that the applicant plans to undertake that are reasonably related to the same project. All PCNs to the District Engineer shall include the following information, where applicable, in addition to any other information specified in the nationwide permit itself or general conditions:
Plan(s) of the proposed work on 8-1/2 by 11 inch paper and full-sized scaled engineering drawings, if available; a location map; longitude and latitude; formal property identification such as lot and block or tax parcel number, representative photographs of the project site; a delineation of areas within Federal jurisdiction, including wetlands, for the entire project area; existing water depths; depth of any cables or pipelines below mean low water; height of any cables, pipelines or other structures above mean high water; the maximum distance that any structure(s) would extend channelward of the mean high water line or ordinary high water in non-tidal areas; the maximum distance that any fill would extend channelward of the high tide line or ordinary high water in non-tidal areas; the width of the waterway at the project site; the location of any mapped floodplain areas; the location of any dredged material disposal area; the distance from the edge of any navigation channel; the location of any temporary work, structures, vessels, or fills required for the construction; a copy of any previous Federal or State approvals; and, the location and nature of any submerged aquatic vegetation (e.g., eel grass Zostera, marina) or shellfish beds. All work in areas of Federal jurisdiction shall be identified on a scaled plan of the project site. Further, at the discretion of the District Engineer, the Corps may consider a PCN incomplete if it is determined that field verification of a wetland delineation is required.

The PCN shall also include the following information:

(1) Documentation that the applicant has followed the consultation guidance published on the U.S. Fish and Wildlife Service New Jersey Field Office website http://www.fws.gov/northeast/njfieldoffice/Endangered/consultation.html to determine if a proposed NWP activity may affect a listed species. The information presented on this web site provides a list of federally listed species by county and municipality and the habitat requirements for each federally listed threatened and endangered species found in New Jersey. If review of the above information reveals that the proposed activity is within a municipality that supports a federally listed species and that the project site supports habitat for a federally listed species, the applicant shall follow the guidance provided on the website and, if necessary, contact the U.S. Fish and Wildlife Service New Jersey Field Office for further coordination prior to applying to the Corps for an NWP verification. If the review of the U.S. Fish and Wildlife Service New Jersey Field Office municipal and habitat information indicate that no federally listed species or their habitats are present, it can be concluded that the proposed activity will not adversely affect any federally listed species under the jurisdiction of the U.S. Fish and Wildlife Service. Additional information on State and federally listed threatened and endangered species can be found at the following websites: http://www.nj.gov/dep/gis/newmapping.htm and http://www.nj.gov/dep/fgw/ensphome.htm

(2) Documentation from the State agency(s) indicating whether the proposed project is located on a property listed or eligible for listing on the National Register of Historic Places. The appropriate address for this program is also provided below (See **Addresses in Special Note 3 below**). (For further information see NWP general conditions 20 and 21)

(3) A written statement that clearly describes the following: (1) what measures have been taken to avoid impacts on aquatic resources, (2) what measures have been taken to avoid and/or minimize any discharges into wetlands or waters of the United States, and (3) what measures have been developed to compensate for any impacts to wetlands or waters of the United States.

REGIONAL GENERAL CONDITION - 2(G-2).

This regional condition is applicable to those nationwide permit activities that require coordination by the District Engineer with the Federal and State resource agencies under the terms of general condition 30. This would include any NWP activities where the loss of wetlands or waters of the United States would exceed 0.5 acres. **It should be further noted that certain NWPs have been regionally conditioned to require coordination with the National Marine Fisheries Service only.**

Condition G-2: As a part of the PCN to the District Engineer, the applicant shall provide evidence that a duplicate copy of the PCN has been submitted to and received by the other concerned Federal and State resource agencies (e.g., copy of certified/registered mail receipt). The addresses for these agencies are provided below. **(See Addresses in Special Note 4 below.)**

REGIONAL GENERAL CONDITION - 3(G-3).

This regional condition is applicable to all nationwide permit activities located in waters of the United States that are a component of the National Wild and Scenic River System, or have been officially designated as a "study river" for possible inclusion in the system. (For further information see General Condition 16.)

Condition G-3: The applicant shall provide written notification to the National Park Service prior to performing the activity, and shall not begin work until notified by the National Park Service in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status. A copy of this approval from the National Park Service shall be forwarded to the District Engineer. All notifications to the National Park Service required by this regional general condition shall include the information identified in regional condition G-1 above. The appropriate addresses for the National Park Service are provided below.

(i) For all projects, the applicant shall notify: Mr. Chuck Barscz, National Rivers Program, Northeast Region, National Park Service, 200 Chestnut Street, Third Floor, Philadelphia, Pennsylvania 19106.

(ii) If the proposed project is located in the Upper Delaware River, notification shall also be sent to Mr. Don Hamilton, Upper Delaware National Scenic and Recreational River, R.R. 2, Box 2428, Beach Lake, Pennsylvania, 18405-9737.

The following list includes the waterway locations that are currently subject to this regional condition.

(1) Upper Delaware River; from the confluence of the East and West Branches (below Hancock, New York) downstream to Cherry Island near Millrift in Westfall Township, Pike County (Sparrow Bush, New York), approximately five miles above Port Jervis).

(2) Delaware Water Gap National Recreation Area; Pennsylvania and New Jersey; within the boundaries of the National Recreation Area, beginning approximately four miles below Port Jervis, extending downstream approximately to the boundary between Monroe and Northampton Counties in Pennsylvania (just below the Interstate 80 bridge).

(3) Lower Delaware River; Pennsylvania and New Jersey; from the town of Washington Crossing in Bucks County, Pennsylvania, upstream to Upper Mount Bethel Township in Northampton County, Pennsylvania, plus Tinicum, Paunacussing, and Tohickon Creeks (tributaries). The towns of Belvidere, Phillipsburg, and Easton, as well as existing power plants, water supply intakes and wastewater outfalls are not included in the designated area.

(4) Great Egg Harbor River; New Jersey; from the mouth of Patcong Creek upstream approximately 40 miles plus several tributaries, in Atlantic, Cape May, Gloucester and Camden Counties. This includes Patcong Creek extending upstream from its confluence with Great Egg Harbor River to the Garden State parkway bridge, approximately 2.8 miles.

(5) Maurice River; New Jersey; the Maurice River, from Shell Pile approximately 17 miles upstream to the Millville sewage treatment plant, and portions of Menantico Creek, Manumuskin River and Muskee Creek, in Cumberland and Atlantic Counties.

(6) White Clay Creek; Pennsylvania and Delaware; from the headwaters in Pennsylvania to the confluence with the Christina River in Delaware and all tributaries, including the East, West and Middle Branches, Middle Run, Pike Creek, Mill Creek, and other main branches and tributaries.

REGIONAL GENERAL CONDITION - 4(G-4).

This regional condition is applicable to any nationwide permit (NWP) activities in New Jersey where a preconstruction notification (PCN) is not required or submitted to the District Engineer.

Condition G-4: Prior to conducting any work, the applicant shall follow the consultation guidance published on the U.S. Fish and Wildlife Service New Jersey Field Office website http://www.fws.gov/northeast/njfieldoffice/Endangered/consultation.html to determine if a proposed NWP activity may affect a listed species. The information presented on this web site provides a list of federally listed species by county and municipality and the habitat requirements for each federally listed threatened and endangered species found in New Jersey. If review of the above information reveals that the proposed activity is within a municipality that supports a federally listed species and that the project site supports habitat for a federally listed species, the applicant shall follow the guidance provided on the website and, if necessary, contact the U.S. Fish and Wildlife Service New Jersey Field Office for

further coordination prior to applying to the Corps for an NWP verification. If the review of the U.S. Fish and Wildlife Service New Jersey Field Office municipal and habitat information indicate that no federally listed species or their habitats are present, it can be concluded that the proposed activity will not adversely affect any federally listed species under the jurisdiction of the U.S. Fish and Wildlife Service. The NWPs that do not require a PCN to the District Engineer include NWPs 1, 2, *3, 4, 5, 6, 9, *10, *11, *13, *15, 16, *18, 20, *22, 24, *25, *27, *30, and *36, *These NWP activities require notification to the District Engineer under certain circumstances, and under those circumstances this regional condition is not applicable. Review the NWP authorization, general condition 22, or regional conditions to identify these circumstances.

REGIONAL GENERAL CONDITION – 5 (G-5) This regional condition is applicable to all NWP activities within the State of New Jersey that would occur in designated shellfish habitat, as defined in the State of New Jersey Department of Environmental Protection "Coastal Permit Program Rules" N.J.A.C. 7:7E-3.2(a)(1-4).

Condition G-5: All permanent structures, including piers and docks (piles, stringers, whalers and decking), utility poles, boat lifts, mooring piles, breakwaters, and replacement bulkheads must be constructed with non-polluting material, such as plastic, natural cedar or other untreated wood, polymer coated pressure-treated wood, concrete or other inert products in those cases where the proposed activity would occur in designated shellfish habitat, as defined in State of New Jersey Department of Environmental Protection "Coastal Permit Program Rules" N.J.A.C. 7:7E-3.2(a)(1-4) . Creosote and pressure-treated lumber (i.e. preservative treatment such as CCA-C, ACZA, CC, ACQ, etc.)(wolmanized) which is susceptible to leaching are considered polluting materials and are not acceptable for the purpose of this permit.

REGIONAL CONDITIONS FOR NWP (3) MAINTENANCE:

Condition (a): Any dredging on the Delaware River associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers.

Condition (b): Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise speeifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

Condition (c): A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to the requirements of the Magnuson Stevens Fishery Conservation and Management Act.

REGIONAL CONDITION FOR NWP (5) SCIENTIFIC MEASURMENT DEVICES:

Condition (a): Weirs and flumes cannot be constructed in a manner that would preclude the passage of anadromous fishes.

Condition (b): The construction or installation of subaqueous turbines or similar facilities is not authorized by this NWP.

REGIONAL CONDITION FOR NWP (6) SURVEY ACTIVITIES:

Condition (a): Work cannot preclude the passage of anadromous fishes.

Condition (b): The use of in-water explosives is prohibited.

REGIONAL CONDITION FOR NWP (7) OUTFALL STRUCTURES:

Condition (a): Any proposed intake structures must include "wedge wire" screening with mesh opening sizes of 2 millimeters (mm) or less and intake velocities equal to or less than 0.5 feet per second. This condition may be waived by the Corps of Engineers if an applicant proposes to utilize new or improved technologies that meets or exceeds the "wedge wire" design technology.

Condition (b): The applicant shall also demonstrate that the intake structure will be located and constructed to maximize its design effectiveness to minimize impingement and entrainment of aquatic species. This would include efforts that result in stream velocities over, around or past the intake structure that exceed the velocities through the intake structure.

REGIONAL CONDITIONS FOR NWP (10) MOORING BUOYS:

Condition (a): Water depths in the mooring area must be sufficient that any moored vessels float at all stages of the tide.

Condition (b): Mooring buoys are prohibited in areas mapped as submerged aquatic vegetation (SAV) habitat.

REGIONAL CONDITIONS FOR NWP (11) TEMPORARY RECREATIONAL STRUCTURES.

Condition (a): This nationwide permit is applicable only to structures associated with discrete or specific recreational events.

Condition (b): All temporary structures must be located with sufficient water depths so that the structures float at all stages of the tide.

Condition (c): This NWP does not authorize the placement of any temporary structures in any areas mapped with submerged aquatic vegetation (SAV).

Condition (d): A PCN shall be submitted to the District Engineer for activities proposed on any waterway containing an authorized Federal or State navigation channel (See Regional General Condition G-1).

REGIONAL CONDITIONS FOR NWP (12) UTILITY LINES.

Condition (a): This nationwide permit is **not** applicable to activities on the following waterways within the Philadelphia District boundaries: (1) Delaware River south of the Penn-Central Railroad Bridge in Trenton, New Jersey; (2) Schuylkill River downstream of Fairmount Dam in Philadelphia, Pennsylvania; (3) Chesapeake and Delaware Canal; (4) Cape May Canal; (5) Point Pleasant Canal; and (6) Lewes and Rehoboth Canal. This nationwide permit is **not** applicable to activities on the following waterways within the New York District boundaries: (1) Arthur Kill; (2) Hudson River; (3)Kill Van Kull; (4) Newark Bay; (5) Raritan Bay; (6) Sandy Hook Bay; (7) Upper New York Bay.

Condition (b): A PCN shall be submitted to the DE for all activities in waters of the United States under the terms of this NWP

Condition (c): Any dredging or excavation in the Delaware River associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers.

Condition (d); Any dredging or filling in all other waters of the United States must comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers: March 1 – June 30 for a Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

Condition (e): Any PCN to the District Engineer, which proposes a permanent access or maintenance road, must justify, to the satisfaction of the District Engineer, that any such permanent fills are necessary, and that temporary access roads are not practicable.

Condition (f): This NWP does not authorize the discharge of any drilling muds that may be generated through such methods as directional boring or drilling. Further, any directional drilling or boring activities must include a plan that addresses prevention, containment and cleanup of any accidental discharges known as "frack out".

Condition (g): This NWP does not authorize stockpiling excavated material in wetlands for longer than 30 days.

Condition (h): Any excavated or stockpiled materials shall be stabilized with straw bales, silt fence, or other acceptable methods to prevent reentry into any waterway or wetland.

Condition (i): Utility lines installed below the plane of ordinary high water of any stream or waterway shall be constructed under dry conditions, using stream diversions other than earthen cofferdams, unless it is demonstrated to the satisfaction of the District Engineer to be impracticable.

Condition (j): Where a utility line is constructed parallel to a stream corridor, a buffer shall be maintained between the utility and the waterway to avoid or minimize potential future impacts to waters of the United States. These disturbances would include such issues as sewer line leaks or failures, future stream channel meandering, stream bank instability and failure, and right-of-way maintenance. Measures designed to satisfy this condition must be described in any PCN to the District Engineer.

Condition (k): If a proposed activity would involve impacts to submerged aquatic vegetation (SAV), the applicant shall clearly document all efforts to achieve restoration of these areas. At a minimum, this shall include pre-construction surveys along the entire right-of-way to map all existing SAV, construction schedules, and long term monitoring to assess restoration of SAV areas. This information shall also be furnished to NMFS in consort with the PCN to the Corps of Engineers.

For Aerial Transmission Lines Across Navigable Waters:

Condition (l): The following minimum clearances are required. These clearances are related to the clearances over the navigable channel provided by existing fixed bridges, or the clearances, which would be required by the U.S. Coast Guard for new fixed bridges in the vicinity of the proposed transmission line. These clearances are based on the low point of the line under conditions which produce the greatest sag, taking into consideration temperature, load, wind, length of span, and type of supports as outlined in the National Electrical Safety Code.

Nominal System Voltage, (kv)	Minimum additional clearance (feet) above clearance required for bridges
115 and below	20 feet
136	22 feet
161	24 feet
230	26 feet
350	30 feet
500	35 feet
700	42 feet
750 – 765	45 feet

Condition (m): Clearances for communication lines, stream gauging cables, ferry cables, and other aerial crossings must be a minimum of ten (10) feet above clearances required for bridges, unless specifically authorized otherwise by the District Engineer.

Condition (n): Within 60 days of completion of the work, the permittee shall furnish the Corps and the National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7230, 1315 East-West Highway, Silver Spring, Maryland 20910-3282, with certification that the aerial wire has been installed in compliance with the approved plans. The certification shall include a survey, conducted by a licensed surveyor, which clearly shows the minimum clearance of the aerial wires above the mean high water line at the time of the survey. The certification shall also include a statement by the permittee that the clearance of the wires, at maximum sag conditions, shall never be less than the clearance shown on the approved plans.

For Buried Cables and Pipelines Across Navigable Waters:

Condition (o): The top of the cable or pipeline shall be located a minimum of 4 feet below the existing bottom elevation and shall be backfilled with suitable heavy material to the preconstruction bottom elevation.

Condition (p): Within 60 days after completion of the work, the permittee shall furnish the Corps and National Oceanic and Atmospheric Administration, Nautical Data Branch, N/CS26, Station 7230, 1315 East-West Highway, Silver Spring, Maryland 20910-3282, with certification that the cable or pipeline has been installed in compliance with the approved plans. The certification shall include a survey conducted by a licensed surveyor, or a "drawing of record" if installation is conducted by directional drilling, which clearly shows the elevations and alignment of the cable or pipeline across the waterway. Any discrepancies shall be clearly noted.

Condition (q): There shall be no stockpiling or double handling of any excavated/dredged materials within any waterway, unless specifically reviewed and approved by the District Engineer as a part of any PCN. Further, all excess or unsuitable dredged or excavated material not used as backfill over any cable or pipeline shall be disposed at a disposal site approved by the District Engineer.

For Buried Cables or Pipelines Across Federal Navigation Channels(Except Those Listed in Condition (a) above):

Condition (r): The top of the cable or pipeline crossing the Federal project channel shall be located a minimum of 6 feet below the authorized project channel depth and shall be backfilled with suitable heavy materials to the adjacent river bottom elevation. In areas outside the Federal project channel, the top of cable or pipeline shall be located a minimum of 4 feet below existing river bottom elevation and shall be backfilled with suitable material to the adjacent river bottom elevation.

REGIONAL CONDITION FOR NWP (13) BANK STABILIZATION

Condition (a): Any PCN to the Corps of Engineers that does not utilize a non-structural bank stabilization method (e.g. vegetation or combinations of vegetation and rock) must include an analysis demonstrating that such measures were not practicable and/or appropriate.

Condition (b) Any activity on the Delaware River associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and accepted by the Corps of Engineers.

Condition (c): Any in-water work for other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers: March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

Condition (d): This NWP may not be used to authorize any stabilization activity where no demonstrable erosion is evident.

REGIONAL CONDITION FOR NWP (14) LINEAR TRANSPORTATION CROSSINGS

Condition (a): A PCN shall be submitted to the DE for all activities in waters of the United States under the terms of this NWP

Condition (b): A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to the requirements of the Magnuson Stevens Fishery Conservation and Management Act.

Condition (c): On the Delaware River, any dredging or excavation associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers.

Condition (d) Any in-water work for other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

Condition (e): Any activity proposing a crossing of a stream or open water shall be designed to maintain continuity of existing benthic habitats and to maintain existing stream flow patterns. This can be achieved through the use of elevated structures, bottomless culverts, or by depressing culverts below the stream bottom. This design requirement must include a site-specific evaluation of the particular stream or water body to determine if it is experiencing erosion or sedimentation rates that would alter the bottom elevation. Where a series of culverts are used, only those cells or culverts, which carry the base stream flow, shall be depressed. The bottom of any other culverts or cells shall be raised to pass and maintain existing and expected high flows.

REGIONAL CONDITION FOR NWP (18) MINOR DISCHARGES

Condition (a): Any activities on the Delaware River associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

Condition (b): A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to the requirements of the Magnuson Stevens Fishery Conservation and Management Act.

REGIONAL CONDITION FOR NWP (19) MINOR DREDGING

Condition (a): A PCN shall be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP. A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to the requirements of the Magnuson Stevens Fishery Conservation and Management Act..

Condition (b): Any activities on the Delaware River associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITION FOR NWP (22) REMOVAL OF VESSELS

Condition (a): A PCN must be submitted to the Corps of Engineers under certain circumstances. A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to the requirements of Magnuson Stevens Fishery Conservation and Management Act.

Condition (b): Any activities on the Delaware River associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITIONS FOR NWP (23) CATEGORICAL EXCLUSIONS

Condition (a):): A PCN must be submitted to the Corps of Engineers for all activities in waters of the United States under the authorization of this NWP.

Condition (b): Activities associated with this NWP shall not cause the loss of more than one acre of waters of the United States, including wetlands.

REGIONAL CONDITION FOR NWP (25) STRUCTURAL DISCHARGES

Condition (a): A PCN is only required for activities in designated critical resource waters pursuant to general condition 22. A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to the requirements of Magnuson Stevens Fishery Conservation and Management Act.

Condition (b): On the Delaware River, any dredging or excavation associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITIONS FOR NWP (27) AQUATIC HABITAT RESTORATION, AND ENHANCEMENT

Condition (a): A PCN must be submitted to the Corps of Engineers under certain circumstances. A complete copy of any PCN to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to Magnuson Stevens Fishery Conservation and Management Act.

Condition (b): Any activity involving shellfish seeding, such as, the placement of shell material or any other habitat development or enhancement, is restricted to shellfish species that are native to that water body.

REGIONAL CONDITION FOR NWP (28) MODIFICATIONS OF EXISTING MARINAS.

Condition (a): This NWP is only applicable to those projects, which have been previously reviewed and approved by the District Engineer through the individual permit process.

Condition (b): A PCN must be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP. A complete copy of any PCN to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to Magnuson Stevens Fishery Conservation and Management Act.

Condition (c): On the Delaware River, any dredging or excavation associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITIONS FOR NWP (29) RESIDENTIAL DEVELOPMENTS

Condition (a): A PCN must be submitted to the DE for all activities in waters of the United States under the terms of this NWP.

Condition (b): Under the terms of this NWP, any wetlands that are located within the platted lot lines of any residential development will be considered an adverse affect on waters of the United States, unless the wetlands are protected by conservation easement, deed conveyance or covenants, or any other real estate mechanism that can demonstrate to the District Engineer that these areas will be protected and/or preserved in perpetuity.

Condition (c): This NWP does not authorize construction of ponds or storm-water management basins in waters of the United States.

Condition (d): This NWP does not authorize construction of sewage disposal systems in waters of the United States.

Condition (e): Activities associated with this NWP shall not cause the loss of more than 300 linear feet of streambed, except for man-made ditches constructed in uplands which are determined by the Corps of Engineers to be waters of the United States, and which are determined to be intermittent or ephemeral.

Condition (f): This NWP is not applicable for activities located within the geographic boundaries of the Hackensack Meadowlands District.

THE FOLLOWING REGIONAL CONDITIONS FOR NWP 29 ARE APPLICABLE TO THE CONSTRUCTION OR EXPANSION OF A SINGLE FAMILY RESIDENCE:

Condition (g). This NWP may be used only once by an individual.

Condition (h). This NWP may only be used for a single-family home for a personal residence by an individual who purchased the lot prior to November 21, 1991.

Condition (i). This NWP may only be used on residential lots with access to a central sewage system which is in place and operational at the time of notification, except in instances where the discharge is for expansion of an existing residence.

Condition (j): This NWP does not authorize the discharge of fill into waters of the United States, including wetlands, for the purpose of installing or expanding an on-lot sewage disposal system.

Condition (k). This NWP does not authorize the discharge of dredged or fill material in wetlands located within a 100-year floodplain. Absent any established maps or other information to the contrary, the 100-year floodplain is assumed to extend fifty (50) feet landward from the top of the stream bank.

Condition (l). Any notification to the District Engineer shall include a sketch plan depicting the proposed footprint of fill. The sketch plan shall also include the property dimensions, building setbacks, wetland boundaries, acreage of the proposed wetland loss, location and acreage of any previously permitted wetland fills, location(s) of any streams, drainage courses, and floodplain limits, location of proposed house, driveway, and utilities.

Condition (m). Individuals who wish to use this NWP may be required to compensate for the loss of waters of the United States including wetlands by one of the following, where the loss of waters of the United States would be greater than 0.05 acres:
a.) construct a replacement wetland in accordance with a plan approved by the Corps of Engineers;
b.) participate in a wetland mitigation bank approved by the Corps of Engineers.
c.) participate in an "in lieu fee" program approved by the Corps of Engineers.

REGIONAL CONDITIONS FOR NWP (33) TEMPORARY CONSTRUCTION, ACCESS, AND DEWATERING

Condition (a): On the Delaware River, any in-water work associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITIONS FOR NWP (35) MAINTENANCE DREDGING OF EXISTING BASINS.

Condition (a): This nationwide permit is **not** applicable to activities on the following waterways: (1) Delaware River south of the Penn-Central Railroad Bridge in Trenton, New Jersey; (2) Schuylkill River downstream of Fairmount Dam in Philadelphia, Pennsylvania; (3) Chesapeake and Delaware Canal; (4) Cape May Canal; (5) Point Pleasant Canal; and (6) Lewes and Rehoboth Canal.

Condition (b): A PCN shall be submitted to the Corps of Engineers for activities on all other waterways not listed above. A complete copy of any PCN submitted to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to eh Magnuson Stevens Fishery Conservation and Management Act.

Condition (c): This NWP is only applicable to those projects, which have been previously reviewed and approved by the District Engineer through the individual permit process.

REGIONAL CONDITION FOR NWP (36) BOAT RAMPS.

Condition (a): This nationwide permit is **not** applicable to activities on the following waterways: (1) Delaware River south of the Penn-Central Railroad Bridge in Trenton, New Jersey; (2) Schuylkill River downstream of Fairmount Dam in Philadelphia, Pennsylvania; (3) Chesapeake and Delaware Canal; (4) Cape May Canal; (5) Point Pleasant Canal; and (6) Lewes and Rehoboth Canal.

Condition (b): On the Delaware River, any in-water work associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:

March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

Condition (c): Any discharge of poured concrete must be contained within cells or forms until the concrete has set.

REGIONAL CONDITIONS FOR NWP (38) CLEANUP OF HAZARDOUS AND TOXIC WASTE

Condition (a): A PCN must be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP. A complete copy of any PCN to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to Magnuson Stevens Fishery Conservation and Management Act.

Condition (b): On the Delaware River, any dredging or excavation associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITIONS FOR NWP (39) COMMERCIAL & INSTITUTIONAL ACTIVITIES.

Condition (a): A PCN shall be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP.

Condition (b): Under the terms of this NWP, any wetlands that are located within the plotted lot lines of any commercial or institutional development will be considered an adverse affect on waters of the United States, unless the wetlands are protected by conservation easement, deed conveyance or covenants, or any other real estate mechanism that can demonstrate to the District Engineer that these areas will be protected and/or preserved in perpetuity.

Condition (c): The discharge of fill for the construction or expansion of a single-family residential structure, including any attendant features or structures, is not authorized by this NWP. This type of activity may be eligible for authorization under the terms and conditions of NWP 18 or NWP 29.

Condition (d): This NWP does not authorize construction of ponds or storm-water management basins in waters of the United States.

Condition (e): This NWP does not authorize construction of sewage disposal systems in waters of the United States.

Condition (f): Activities associated with this NWP shall not cause the loss of more than 300 linear feet of streambed, except for man-made ditches constructed in uplands which are determined by the Corps of Engineers to be waters of the United States, and which are determined to be intermittent or ephemeral.

Condition (g): This NWP is not applicable for activities located within the geographic boundaries of the Hackensack Meadowlands District.

REGIONAL CONDITION FOR NWP (40) AGRICULTURAL ACTIVITIES.

Condition (a): This NWP does not authorize any activities located in any perennial stream.

REGIONAL CONDITIONS FOR NWP (41) RESHAPING EXISTING DRAINAGE DITCHES.

Condition (a): A PCN shall be submitted to the Corps of Engineers for any proposed activity in waters of the United States, including wetlands, under the terms of this NWP.

REGIONAL CONDITIONS FOR NWP (42) RECREATIONAL FACILITIES.

Condition (a): This NWP does not authorize any support facilities or buildings such as parking facilities, storage or maintenance buildings, rental buildings or office buildings. In addition, the NWP does not authorize fill for the construction or expansion of golf courses or ski areas.

Condition (b): This NWP does not authorize construction of ponds or storm-water management basins in waters of the United States.

Condition (c): This NWP does not authorize construction of sewage disposal systems in waters of the United States.

Condition (d): Activities associated with this NWP shall not cause the loss of more than 300 linear feet of streambed, except for man-made ditches constructed in uplands which are determined by the Corps of Engineers to be waters of the United States, and which are determined to be intermittent or ephemeral.

Condition (e): This NWP is not applicable for activities located within the geographic boundaries of the Hackensack Meadowlands District.

REGIONAL CONDITIONS FOR NWP (43) STORMWATER MANAGEMENT FACILITIES.

Condition (a): A PCN shall be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP.

REGIONAL CONDITIONS FOR NWP (45) REPAIR OF UPLANDS DAMAGED BY DISCRETE EVENTS

Condition (a): A PCN must be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP. A complete copy of any PCN to the Corps of Engineers shall also be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to Magnuson Stevens Fishery Conservation and Management Act.

Condition (b): On the Delaware River, any dredging or excavation associated with this NWP shall comply with the dredging windows previously developed in conjunction with the Delaware Basin Fish and Wildlife Management Cooperative and approved by the Corps of Engineers. Any in-water work in other waters of the United States shall comply with the following seasonal restrictions unless otherwise specifically approved by the Corps of Engineers:
March 1 – June 30 for all Atlantic coastal waters and Delaware River tributaries up to and including the Delaware Memorial Bridge and above the Delaware Memorial Bridge from March 15 – June 30.

REGIONAL CONDITIONS FOR NWP (48) COMMERCIAL SHELLFISH AQUACULTURE ACTIVITIES.

Condition (a): A PCN must be submitted to the Corps of Engineers for all activities in waters of the United States under the terms of this NWP.

Condition (b): A complete copy of any PCN to the Corps of Engineers shall be forwarded directly to the National Marine Fisheries Service Habitat Conservation Division, 74 Magruder Road, Sandy Hook, Highlands, New Jersey 07732. The applicant must provide evidence that this has been accomplished. The Corps of Engineers will coordinate review of the PCN with the National Marine Fisheries Service pursuant to Magnuson Stevens Fishery Conservation and Management Act.

Condition (c): A complete of any PCN to the Corps of Engineers shall be forwarded to the U.S. Fish and Wildlife Service, Field Supervisor, 927 North Main Street (Building D), Pleasantville, New Jersey 08232. The Corps of Engineers will coordinate review of the PCN with the U.S. Fish and Wildlife Service pursuant to the Endangered Species Act.

Condition (d): This NWP does not authorize expansion activities into any areas mapped as SAV.

Condition (e): Any introduced shellfish must be certified under New Jersey standards as being disease and parasite free.

Condition (f): All structures associated with the aquaculture activity must be removed from waters of the United States when/if the activity is abandoned.

REGIONAL CONDITIONS FOR NWP (52) WATER-BASED RENEWABLE ENERGY GENERATION PILOT PROJECTS.

Condition (a): Any activity associated with this NWP will require a PCN to the Corps of Engineers. The Corps of Engineers will coordinate review of all PCNs with the Federal and State resource agencies. As a part of the required PCN to the District Engineer, the applicant shall provide evidence that a duplicate copy of the PCN has been submitted to and received by the other concerned

Federal and State resource agencies (e.g., copy of certified/registered mail receipt). The addresses for these agencies are provided below. **(See Addresses in Special Note 4 below.)**

SPECIAL NOTES:

(1) Where the State has denied 401 WQC and/or not concurred with the Corps' CZM consistency determination for a NWP authorization, the prospective permittee should contact the State to obtain an activity specific review and approval by the State prior to submitting any required preconstruction notification to the Corps of Engineers.

(2) Effective March 2, 1994, the State of New Jersey assumed the Federal Section 404 permit program from the U. S. Army Corps of Engineers. As such, these nationwide permits including all regional conditions developed for waters of the United States within the State of New Jersey are only effective for those waters which have **not** been assumed by the State of New Jersey.

(3) The following address shall be used for contacting the appropriate State agency to obtain information relating to historic resources that are described above in **Regional General Conditions G-1**.

New Jersey Department of Environmental Protection
Historic Preservation Office
5 Station Plaza
501 East State Street, 4th Floor
Trenton, New Jersey 08625

(4) The following addresses shall be used for notification to those Federal and State agencies, where the review of the PCN must be coordinated by the District Engineer. These addresses are required for **Regional General Conditions G-2.**

National Marine Fisheries Service
Habitat Conservation Division
74 Magruder Road, Sandy Hook
Highlands, New Jersey 07732

Field Supervisor
U.S. Fish and Wildlife Service
927 North Main Street (Building D)
Pleasantville, New Jersey 08232

U.S. Environmental Protection Agency, Region II
Water Programs Branch
290 Broadway
New York, New York 10007-1866

Administrator
Land Use Regulation Program
NJ Department of Environmental Protection
5 Station Plaza
501 East State Street, 2nd. Floor
Trenton, New Jersey 08625

NJ Department of Environmental Protection
Historic Preservation Office
5 Station Plaza
501 East State Street
Trenton, New Jersey 08625

Appendix 2 - PRELIMINARY JURISDICTIONAL DETERMINATION (PJD) FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PJD: 11-7-16

B. NAME AND ADDRESS OF PERSON REQUESTING PJD:

NJDEP, Fawn McGee, Director, Blue Acres Program
501-01, P.O. Box 420, 501 E. State Street
Trenton, NJ 08625

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: CENAP-OP-R-2014-0184
NJ Blue Acres Lawrence Township CU

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:
(USE THE TABLE BELOW TO DOCUMENT MULTIPLE AQUATIC RESOURCES AND/OR AQUATIC RESOURCES AT DIFFERENT SITES)

State: New Jersey County/parish/borough: Cumberland City: Lawrence Township

Center coordinates of site (lat/long in degree decimal format):

Lat.: 39.296386° N Long.: 75.251643° W

Universal Transverse Mercator:

Name of nearest waterbody: Cedar Creek, Delaware Bay/Nantuxet Cove, and two unnamed channels

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☐ Office (Desk) Determination. Date:

☒ Field Determination. Date(s): 11-4-16

TABLE OF AQUATIC RESOURCES IN REVIEW AREA WHICH "MAY BE" SUBJECT TO REGULATORY JURISDICTION.

Site number	Latitude (decimal degrees)	Longitude (decimal degrees)	Estimated amount of aquatic resource in review area (acreage and linear feet, if applicable)	Type of aquatic resource (i.e., wetland vs. non-wetland waters)	Geographic authority to which the aquatic resource "may be" subject (i.e., Section 404 or Section 10/404)
1	39.297198°N	75.249588°W	.54 acre	wetland	Section 404
2	39.297193°N	75.250768°W	.09 acre	wetland	Section 404
3	39.297355°N	75.251555°W	1.32 acres	wetland	Section 404
4	39.294099°N	75.249359°W	.31 acre	wetland	Section 404
5	39.295812°N	75.251095°W	8.23 acres	wetland	Section 404
6	°N	°W			

Enclosure 3

SUPPORTING DATA. Data reviewed for PJD (check all that apply)

Checked items should be included in subject file. Appropriately reference sources below where indicated for all checked items:

☒ Maps, plans, plots or plat submitted by or on behalf of the PJD requestor:
Map: NJDEP Blue Acres Buyout Program Wetland Delineation, Figures A-1 through A-3 by CDM Smith

☒ Data sheets prepared/submitted by or on behalf of the PJD requestor.
☒ Office concurs with data sheets/delineation report.
☐ Office does not concur with data sheets/delineation report. Rationale:

☐ Data sheets prepared by the Corps:

☐ Corps navigable waters' study:

☐ U.S. Geological Survey Hydrologic Atlas:
☐ USGS NHD data.
☐ USGS 8 and 12 digit HUC maps.

☐ U.S. Geological Survey map(s). Cite scale & quad name:

☐ Natural Resources Conservation Service Soil Survey. Citation:

☐ National wetlands inventory map(s). Cite name:

☐ State/local wetland inventory map(s):

☐ FEMA/FIRM maps:

☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)

☒ Photographs: ☐ Aerial (Name & Date):
Or ☒ Other (Name & Date): wetland delineation photos dated May-4-2016

☐ Previous determination(s). File no. and date of response letter:

☐ Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Rachel D. Ward 11-29-16
Signature and date of
Regulatory staff member
completing PJD

Kimberly S. Kennedy for Fawn Z. McGee
Signature and date of
person requesting PJD
(REQUIRED, unless obtaining
the signature is impracticable)[1]

[1] Districts may establish timeframes for requestor to return signed PJD forms. If the requestor does not respond within the established time frame, the district may presume concurrence and no additional follow up is necessary prior to finalizing an action.

1) The Corps of Engineers believes that there may be jurisdictional aquatic resources in the review area, and the requestor of this PJD is hereby advised of his or her option to request and obtain an approved JD (AJD) for that review area based on an informed decision after having discussed the various types of JDs and their characteristics and circumstances when they may be appropriate.
2) In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an AJD for the activity, the permit applicant is hereby made aware that: (1) the permit applicant has elected to seek a permit authorization based on a PJD, which does not make an official determination of jurisdictional aquatic resources; (2) the applicant has the option to request an AJD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an AJD could possibly result in less compensatory mitigation being required or different special conditions; (3) the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) undertaking any activity in reliance upon the subject permit authorization without requesting an AJD constitutes the applicant's acceptance of the use of the PJD; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a PJD constitutes agreement that all aquatic resources in the review area affected in any way by that activity will be treated as jurisdictional, and waives any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an AJD or a PJD, the JD will be processed as soon as practicable. Further, an AJD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331. If, during an administrative appeal, it becomes appropriate to make an official determination whether geographic jurisdiction exists over aquatic resources in the review area, or to provide an official delineation of jurisdictional aquatic resources in the review area, the Corps will provide an AJD to accomplish that result, as soon as is practicable. This PJD finds that there *"may be"* waters of the U.S. and/or that there *"may be"* navigable waters of the U.S. on the subject review area, and identifies all aquatic features in the review area that could be affected by the proposed activity, based on the following information:

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: NJDEP Blue Acres Program, Fawn McGee	File Number: 2014-0184-87	Date: 12-1-16
Attached is:		See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
	PERMIT DENIAL	C
	APPROVED JURISDICTIONAL DETERMINATION	D
X	PRELIMINARY JURISDICTIONAL DETERMINATION	E

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

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

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

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

- ACCEPT: If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- APPEAL: If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- ACCEPT: You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- APPEAL: If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

Enclosure 4

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact: Rachel Ward U.S. Army Corps of Engineers, Philadelphia District ATTN: CENAP-OP-R Wanamaker Building, 100 Penn Square East Philadelphia, PA 19107-3390 Telephone: (215) 656-6733 E-mail: Rachel.J.Ward@USACE.army.mil	If you only have questions regarding the appeal process you may also contact: Mr. James W. Haggerty Regulatory Program Manager (CENAD-PD-OR) U.S. Army Corps of Engineers Fort Hamilton Military Community 301 General Lee Avenue Brooklyn, New York 11252-6700 Telephone number: 347-370-4650

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:

NOTIFICATION/CERTIFICATION OF WORK COMMENCEMENT FORM

Permit Number: CENAP-OP-R-2014-0184-87
State Permit #: 0608-16-0002.1
Name of Permittee: NJDEP Blue Acres Program, Fawn McGee, Director
Project Name: NJ Blue Acres Lawrence Township CU
Waterway: Delaware Bay/Nantuxet Cove and Cedar Creek
County: Cumberland State: New Jersey
Compensation/Mitigation Work Required: Yes ☐ No ☒

TO: U.S. Army Corps of Engineers, Philadelphia District
Wanamaker Building - 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390
Attention: CENAP-OP-R

I have received authorization to: remove pilings and structures.

The work will be performed by: _____

Name of Person or Firm : _____

Address: _____

_____

I hereby certify that I have reviewed the approved plans, have read the terms and conditions of the above referenced permit, and shall perform the authorized work in strict accordance with the permit document. The authorized work will begin on or about _____ and should be completed on or about _____.

Please note that the permitted activity is subject to compliance inspections by the Army Corps of Engineers. If you fail to return this notification form or fail to comply with the terms or conditions of the permit, you are subject to permit suspension, modification, revocation, and/or penalties.

_____ _____
Permittee (Signature and Date) Telephone Number

_____ _____
Contractor (Signature and Date) Telephone Number

NOTE: This form shall be completed/signed and returned to the Philadelphia District Office a minimum of 10 days prior to commencing work.

NOTIFICATION/CERTIFICATION OF WORK COMPLETION/COMPLIANCE FORM

Permit Number: CENAP-OP-R-2014-0184-87
State Permit #: 0608-16-0002.1
Name of Permittee: NJDEP Blue Acres Program, Fawn McGee, Director
Name of Contractor: _____
Project Name: NJ Blue Acres Lawrence Township CU
County: Cumberland State: New Jersey
Waterway: Delaware Bay/Nantuxet Cove and Cedar Creek

Within 10 days of completion of the activity authorized by this permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Philadelphia District
Wanamaker Building - 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390
Attention: CENAP-OP-R

Please note that the permitted activity is subject to a compliance inspection by an Army Corps of Engineers representative. If you fail to return this notification form or fail to perform work in compliance with the permit, you are subject to administrative, civil and/or criminal penalties. Further, the subject permit may be suspended or revoked.

The authorized work was commenced on _____.

The authorized work was completed on _____.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the above noted permit.

_____	_____
Signature of Contractor	Signature of Permittee
Address: _____	Address: _____
_____	_____
Telephone Number: _____	Telephone Number: _____

For project located in areas identified as shellfish habitat, you must include with this form a bill of lading; sales order or any other document(s) demonstrating non-polluting materials were purchased and utilized for your project. I hereby certify that I and/or my contractor have utilized non-polluting materials as defined in the above noted permit.

_____	_____
Signature of Contractor	Signature of Permittee

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM
MAIL CODE 501-01
P.O. Box 420
TRENTON, NEW JERSEY 08625-04020
TEL: 609-984-0500 FAX: 609-984-0608

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

June 21, 2013

Michael Audin, RPA
Historic Preservation Manager
Federal Emergency Management Agency
DR-4086-NJ
307 Middletown-Lincroft Road
Lincroft, NJ 07738

Re: Adoption of Lower-Impact Debris Removal Stipulations for Acquisitions through HMGP under DR-4086-NJ

Dear Mr. Audin:

The New Jersey Department of Environmental Protection (NJDEP) has applied as a Sub-grantee, through the New Jersey Office of Emergency Management (NJOEM), to the Federal Emergency Management Agency (FEMA) for funding under the Hazard Mitigation Grant Program (HMGP) in order to acquire and demolish certain properties directly affected by Super-storm Sandy (DR-4086-NJ) on a Statewide scale. Once acquired by NJDEP, the selected properties will be preserved in perpetuity as open space in accordance with applicable Federal and State restrictions and regulations.

Under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 40 et seq., FEMA is required to identify historic properties that may be affected by the proposed acquisition/demolition project and assess adverse effects of those activities. FEMA must then obtain concurrence from the State Historic Preservation Office (SHPO) on the eligibility of the identified historic properties and the effects on them. In an effort to expedite FEMA's compliance with Section 106 of NHPA, FEMA, in conjunction with SHPO, has created Lower-Impact Debris Removal Stipulations (LIDRS) to apply to this acquisition/demolition project.

Enclosure 7

I am writing to advise you that NJDEP's Blue Acres Program has reviewed the aforementioned LIDRS provided by FEMA and hereby accepts them. In addition, NJDEP agrees to include the LIDRS in all bidding documents for properties that will be acquired and demolished through HMGP in order to avoid potential negative impacts to archaeological resources during debris removal and demolition activities.

Please feel free to contact me with any questions or concerns related to the foregoing. Thank you.

Sincerely,

Fawn. Z. McGee, Bureau Chief
NJDEP Green Acres Program (State Land Acquisition)

cc: Richard Boornazian, Asst. Commissioner – Natural and Historic Resources

FEMA - BEST PRACTICES FOR LOWER IMPACT DEBRIS REMOVAL AND DEMOLITIONS New Jersey, Sandy Disaster Response (Version 3.7- 6/11/13)

- **Desktop Review:**
  - o Prior to any soil disturbing activities all properties will be reviewed using known historic properties and archaeologically sensitive areas. Any identified archaeological sites on or adjacent to the property will have a buffer created by an SOI qualified archaeologist to avoid impacting the known site.

- **General Approach to Minimize Impact to Soil:**
  - o When using heavy equipment, work from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.

  - o The Applicant will ensure, to the fullest extent possible, that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).

  - o Excavation and burial of debris on site is not permitted, except where noted below.

- **Activity Specific Guidelines:**
  - o *Woody Debris Removal (including Rootballs):*
    - The Applicant will ensure, to the fullest extent possible, that the removal of uprooted trees, limbs and branches from public rights of way, public area and the transport and disposal of such waste to existing licensed waste facilities or landfills. This includes the temporary establishment and expansion of non-hazardous debris staging, reduction, and disposal areas at licensed transfer stations, or existing hard-topped or graveled surfaces (e.g. parking lots, roads, athletic courts) but not the creation of new or temporary access roads.

    - Removal of debris from private property provided that buildings are not affected, ground disturbance is minimal and in-ground elements, such as driveways, walkways or swimming pools are left in place.

    - Chipping and disposal of woody debris by broadcasting within existing rights-of-way.

    - Removal of uprooted trees and woody debris from the following areas DOES require additional historic review. (Cemeteries, Battlegrounds, Historic landscapes, Historic parks, Undisturbed ground, and Historic districts (but not along public rights-of-way)).

  - o *Filling Voids*
    - Any voids which require filling because they are a "health and safety issue" will be filled with fill from an approved, established source.

  - o *Surface Grading and Site Clean-Up*
    - The Applicant will ensure, to the fullest extent possible, that its contractors will limit site grading to within the first six (6) inches of the existing surface elevation (e.g., side walk level, driveway level, slab level, etc.).

  - o *Demolition*

    Foundation Removal
    - The Applicant will ensure, to the fullest extent possible, that the contractors will limit excavation to within two (2) feet of the foundation perimeter and will not excavate more than six (6) inches below the depth of the foundation to minimize soil disturbance.

    Slab/Driveway/Sidewalk Removal
    - The Applicant will ensure, to the fullest extent possible, that the contractors will limit excavation to within one (1) foot of the slab/driveway/sidewalk perimeter and will not excavate more than six (6) inches below the depth of the asphalt/concrete to minimize soil disturbance.

    Oil Tank Location/Removal

- The Applicant will ensure, to the fullest extent possible, that approved methods will be used in locating an underground oil tank. Approved methods include using a magnetometer, probe, or GPR system. Trenches are not permitted.
- The Applicant will inform, to the fullest extent possible, landowner's of best practice guidelines for oil tank removal and they are made aware of the NJDEP spill hotline and state regulations for contamination remediation. Best practices for tank removal would be to use smaller machines with approximately two (2) foot wide buckets for excavation to reduce potential soil disturbance.

Septic Tanks

- The Applicant will ensure, to the fullest extent possible, that fill required in the decommissioning of septic tanks is from an approved, established source.

o *If the building or structure has been destroyed by the event and there are remaining Structural Features or Utilities that Require Removal, then:*

- Utility lines will be disconnected and capped. In cases where there are no shut-off valves, limited excavation within the utility rights-of-way will be required to cap these service lines.
- Shearing off of at the ground-surface is strongly encouraged so that further soil disturbance is minimized.

• **Treatment of Unanticipated Discoveries:**

o *Archaeological Materials/Human Remains*

- If debris removal activities disturb archaeological artifacts (e.g. old bricks, ceramic pieces, historic bottle glass or cans, coins, beads, stones in the form of tools [arrow heads], pieces of crude clay pottery, etc.), archaeological features (e.g. grave markers, house foundations, cisterns, etc.) or human remains the Applicant will ensure to the fullest extent possible that the Contractor immediately stops work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. In such cases, the Applicant will immediately inform the New Jersey State Historic Preservation Office SHPO and FEMA (also the local law enforcement, county corner/medical examiner and county OEM representative for human remains, in accordance with applicable New Jersey SHPO and state guidelines) of the discovery for further guidance. The Applicant will ensure that the Contractor does not proceed with work in the areas of concern until FEMA staff has completed consultation with the (SHPO) and other interested parties, as necessary.
- To ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains, the Applicant must also determine appropriate legal measures under New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

FEMA reserves the right to conduct unannounced field inspections and observe debris removal activities to verify compliance with LIDRS. Failure to comply with these stipulations may jeopardize the Applicant's receipt of federal funding.

FEMA and the State Historic Preservation Office (SHPO) have agreed that the Applicant is responsible for ensuring that their demolition contractor adheres to these work restrictions known as Best Practices For Lower Impact Debris Removal and Demolitions for FEMA Public Assistance and Hazard Mitigation Grant Program eligible activities.

APPENDIX H

Structure No.:	0600-041	Route:	9006	Cycle No.:	5
Name:	Bay Point Road Over Cedar Ditch			Insp. Date:	9/3/2014

LOAD RATING SUMMARY SHEET (LRSS) (*cont.*)

Rating Comments:

The load ratings were performed in the current 5th cycle inspection using LARS Bridge V8i.

The ratings are controlled by moment in the exterior and interior girders 01-EG002 thru 01-EG008.

The Load Factor and LRFR ratings, computed in accordance with the FHWA directive dated November 1993, AASHTO Manual for Bridge Evaluation, 2011, as modified by the NJDOT Highway Bridge Load Rating Manual and Section 43 of the NJDOT Design Manual, Bridges and Structures, are as follows:

Material	Compressive Strength f'c	Allowable Stresses (Psi) Tensile Strength	Yield	Inventory	Operating
Reinforcing Steel	---	---	60,000	24,000	36,000
Concrete (Beam)	5,500	---	--	2,200	3,025
Pre-Stressing Steel	--	270,000	243,000	194,400	218,700

Member	Truck Type (Tons)		Rating (Tons) / Rating Factor: LFR As-Built Inv.	LFR As-Built Op.	LFR As-Insp. Inv.	LFR As-Insp. Op.	LRFR As-Built Inv.	LRFR As-Built Op.[1]	LRFR As-Insp. Inv.	LRFR As-Insp. Op.[1]
Interior Girder[2] 01-EG001 thru 01-EG008 Cond. Rating = 8	H-15	(15T)	**26**	**43**	**26**	**43**	1.38	1.79	1.38	1.79
	HL-93	(NL)	---	---	---	---	0.74	0.96	0.74	0.96
	HS-20	(36T)	**47**	**78**	**47**	**78**	1.03	1.34	1.03	1.34
	3	(25T)	**38**	**64**	**38**	**64**	---	1.29	---	1.29
	3S2	(40T)	**61**	**103**	**61**	**103**	---	1.29	---	1.29
	3-3	(40T)	**75**	**125**	**75**	**125**	---	1.57	---	1.57
	SU4	(27T)	**35**	**59**	**35**	**59**	---	1.10	---	1.10
	SU5	(31T)	**38**	**64**	**38**	**64**	---	1.05	---	1.05
	SU6	(35T)	**41**	**69**	**41**	**69**	---	1.00	---	1.00
	SU7	(39T)	**46**	**77**	**46**	**77**	---	1.00	---	1.00

[1] Operating level rating of design load or legal load rating
[2] Controlling Rating
(NL) = Notional Load

APPENDIX I

Asbestos Abatement Contractor Letterhead

Date

Walter Fernandez
Assistant Deputy Director
NJ Department of Treasury
Division of Property Management and Construction (DPMC)
Bureau of Design and Construction
33 West State Street, 9th Floor
Trenton, NJ 08625-0235

Re: Certification of Asbestos Removal – (property address)
Demolition of Dwellings
DPMC Project No. _____

Dear Mr. Fernandez,

This letter hereby certifies that all required asbestos hazard removal work has been performed in accordance with Specification Section 020591 Removal of Asbestos Materials - Manage all Structure Waste as ACM within the Contract Documents. All work was completed in accordance with all Federal, State and Local regulations; air monitoring requirements were successfully completed and passed in accordance with N.J.A.C. 12:120 Asbestos Licenses and Permits; and all asbestos waste material has been properly disposed of per all Federal, State and Local regulations.

I am fully authorized to make these certifications and warranties.

Asbestos Abatement Contractor

New Jersey Asbestos Contractor License Number: _____

Name: _____ Title/Company: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

BID PROPOSAL FORM

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O BOX 034
TRENTON NEW JERSEY 08625-0034

The bid proposal is to be returned in the pre-addressed envelope and will be accepted no later than 2:00 p.m., **October 17, 2017** after which time the bid proposals will be publicly opened and read.

FIRM NAME:
(Please Type or Print)
(Business Street Address ONLY – No P O Box)

PROJECT NO P154-00

PROJECT: Demolition of Residential Dwellings

LOCATION: 504, 506, 512, 520, 524, 526, 528, 530, 532, XXX (Block 255, Lot 8), 536, 538, 540 and 544 Bay Point Road; 6, 8, 9B, 22, 23B, 26B, 32, 36, 42, 48, 56, 58, 60, 62, 64, 68, 70, 72, 74, 80 and 82 Paris Road
Lawrence Township, NJ

COUNTY: Cumberland

The undersigned Single Prime Contractor proposes to be responsible for all work shown in the contract plans and specifications.

☒ Single Bid $ _____
lump sum all trades (Numerical Figures Only)

In accordance with N.J.S.A. 52:35-1 et seq., the Contractor will be classified with the Division of Property Management and Construction (DPMC) in one of the following trades: **General Construction (C008) or General Construction/ Alterations and Additions (C009) or Demolition (C021) or Bulkhead & Docks (C083) or Pile Driving (C086)**

The proposal is based upon the bid documents listed below.

1. General Conditions revised: December 2015
2. Specifications dated: January 25, 2017
3. Drawing(s)#: Included in the Specifications Dated: Included in the Specifications

This project will be fully completed and ready for occupancy within 150 Calendar days.

Liquidated damages will be assessed at 1/20 of one percent (.05%) of the value of this contract (minimum of $250.00).

The above price is good through sixty (60) days after the bid opening date.

Submit only one bid proposal and bid bond form.

A bid bond in the amount of fifty percent (50%) of the TOTAL bid, including alternates if applicable, must accompany this proposal form.

The Contractor must include prices for the base bid and all alternates and unit prices when requested, otherwise the bid may be considered non-responsive.

Having examined the bid documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the Contractor hereby proposes to furnish all labor, materials and supplies, and to construct the project as submitted, within the time set forth therein, and at the price stated. This price is to cover all expenses incurred in performing the work required, of which this proposal is a part.

The Contractor acknowledges and affirms that it has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor, P O Box 389,Trenton, New Jersey, 08625 (609) 292-2259.

The Contractor acknowledges receipt of the following Bulletins:

BULLETIN NUMBER	**DATE OF BULLETIN**
Bulletin A	**08/23/17**

The names and addresses of each Subcontractor included in this Single Bid proposal are listed below and are classified with DPMC in accordance with N.J.S.A. 52:35-1 et seq. at the time of the bid due date. If the Single Prime contractor intends to perform the work described under any of the listed trades sections of this bid proposal form, that Single Prime Contractor must be classified in that trade and listed in the appropriate Subcontractor section of this bid proposal. The Contractor acknowledges the failure to list classified Subcontractors as part of Single Bid proposals shall constitute a non-waivable material deviation resulting in a rejection of the bid.

DEMOLITION (C021)

NAME: _____

ADDRESS: _____

PLUMBING (C030)

NAME: _____

ADDRESS: _____

ASBESTOS REMOVAL/TREATMENT (C092)

NAME: _____

ADDRESS: _____

ALLOWANCES

There are NO allowances in this bid.

EXECUTION OF CONTRACT

Upon receipt of written notice of the acceptance of this bid, the Contractor shall execute the formal contract within 10 calendar days and deliver a Performance and Payment Bond as well as other information as required in the bid solicitation.

COMMENCEMENT OF WORK

Contractor acknowledges that the work is to commence upon receipt of the Notice to Proceed with the exception of permit activities.

BID SECURITY

Bid Bond is fifty percent (50%) of the TOTAL bid, including alternates if applicable, and is to become the property of the State in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense incurred by the Owner.

CERTIFICATION

I certify that the below named firm is classified by the Division of Property Management and Construction in the approved amount of $ _____ for (trade) _____ until _____ (expiration date).

I further certify that this firm's bid for this project does not cause the firm to exceed its aggregate rating limit, including consideration of uncompleted construction work (please refer to N.J.A.C. 17:19-2.13, which describes how certain major trade subcontract work is discounted 85% for purposes of calculating whether a contractor is within its rating).

Respectfully submitted,

(Seal-if Bid proposal is by a corporation)

By: _____
(Name of Firm)

_____
(Signature)

_____
(Title)

_____
(Business Street Address ONLY – No P O Box)

_____
(City State County Zip)

Phone No. _____

Fax No. _____

Federal Identification No. _____

Any change in ownership information since filing your Request for Classification (Form DPMC 27)

☐ Yes

☐ No

If yes, attach explanation.

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION

NON-COLLUSION AFFIDAVIT

PROJECT: Demolition of Residential Dwellings

504, 506, 512, 520, 524, 526, 528, 530, 532, XXX (Block 255, Lot 8), 536, 538, 540 and 544 Bay Point Road; 6, 8, 9B, 22, 23B, 26B, 32, 36, 42, 48, 56, 58, 60, 62, 64, 68, 70, 72, 74, 80 and 82 Paris Road
Lawrence Township, NJ

Bid Due Date **October 17, 2017** 2:00 PM

STATE OF NEW JERSEY [
[**SS.**
COUNTY OF [

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 Contractor making the Bid Proposal for the above named project, and that I execute the said Bid Proposal with full authority so to do; that said Contractor 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 above named project; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Bid Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

_____
SIGNATURE OF PRINCIPAL

Subscribed and sworn to before me this day
of 20 ,

_____
Notary Public

My Commission expires _____ , _____.

Public Law 2005, Chapter 92

Formerly: Executive Order 129

In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)) all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), in accordance with the requirements of Public Law 2005, Chapter 92, (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)).

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director, Division of Property Management and Construction, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause under its contract with DPMC.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce DPMC to accept a bid proposal, with knowledge that the State of New Jersey and DPMC are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____ Title: _____

Print Name: _____ Date: _____

STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BIDDER _____

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's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property'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 may render a bidder's proposal non-responsive.*** *If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the 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 is 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 or more 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 box(es) below.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contract Name _____ Contact Phone Number _____

List Additional Activities on Separate Sheet

P.L. 2012 c. 25

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

CONTRACT

THIS AGREEMENT, made this _____ day of _____, **2017**

by and between _____The State of New Jersey,_____herein called "owner," acting herein through its
(Corporate Name of Owner)

Division of Property Management and Construction, Deputy Director, , and
(Title of Authorized Official)

(a corporation)

of _____, City of_____, County of _____, and State of **New Jersey** hereinafter called "Contractor". (FID#000000000)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **CONTRACTOR** hereby agrees with the **OWNER** to commence and complete the construction described as follows:

CONTRACT PROJECT NO.: **-00-CC01**
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

LUMP SUM BID ... ...$00000.

SPECIFICATIONS: Dated _____ included as part of this contract.

BULLETINS: _____ have been acknowledged by the bidder and included as part of this contract.

GEN.CONDITIONS: Instructions to Bidders & General Conditions revised December 2015, included as part of this contract.

DRAWINGS: _____

POST BID REVIEW CERTIFICATION: Dated _____, included as part of this contract

*Refer to Page 3.

hereinafter called the project, for the sum of _____ Dollars (**$00,000.00**) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract Specifications, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplementary General Conditions and Special Conditions of the Contract Specifications, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **N/A,** herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The contractor hereby agrees to commence work under this contract on **(See Notice to Proceed)** and to fully complete the project within ____ consecutive calendar days thereafter. This is of the essence for the completion of this contract. The contractor further agrees to pay, as liquidated damages, the sum of _____, for each consecutive calendar day thereafter as hereinafter provided in Article 7.5 of the General Conditions.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract Specification, and to make payments on account thereof as provided in Article 10 of the General Conditions.

Only domestic materials shall be acquired or used for any public work 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, or 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.

The Contractor shall conform to all provisions of "Law Against Discrimination" (P.L.1975,c.,127; N.J.S.A. 10:5-1 et seq.).

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

_____
(Witness)

By

RICHARD S. FLODMAND
DEPUTY DIRECTOR
(Title)

(Affix Corporate Seal)

_____
(Contractor)

_____
(Witness)

By

PRESIDENT
(Title)

_____
(Address)

WARRANTY:

It is hereby certified and warranted by the undersigned contractor and by the undersigned principals or officers thereof, for said Contractor and for themselves, personally and individually, that no person has been employed to solicit or secure this Contract in violation of the provisions of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A. 52:34-15, or in violation of any other laws of the State of New Jersey; and it is further warranted that all applicable laws and regulations shall be complied within the performance of this contract.

Please be advised that pursuant to N.J.S.A. 54:49-19 et seq. and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time the taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

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

By signing this contract, I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the McBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

(Affix Corporate Seal)

_____
(Contractor)

_____ By _____
(Witness)

PRESIDENT
(Title)

_____
(Address)

This contract conforms to the standard form approved by the Attorney General.

CHRISTOPHER S. PORRINO
ATTORNEY GENERALOF NEW JERSEY

* Current Wage Rates dated _____ and are included as part of this contract.

"THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS ___% PER SKILLED CRAFT."

"THE FEMALE PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS ___% PER SKILLED CRAFT."

"(The contract partner) 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."

EXHIBIT B

(Revised December 2010)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27-7.2

CONSTRUCTION CONTRACTS

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

a. 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.

b. 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.

c. The contractor or subcontractor will send to each labor union, with which he 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.

d. 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.

e. 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 applicable 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 construction trade, the contractor or subcontractor agrees to take the following actions:

(1) 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;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement, or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade. The State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to layoff some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards, in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination and 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.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by 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 minority and women advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the 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 (NJAC 17:27)**

ANTIDISCRIMATION PROVISIONS

Mandatory Language

N.J.S.A. 10:2-1 (2014)

The contractor agrees that:

Antidiscrimination provisions. Every contract for or on behalf of the State or any country 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, gender identity or expression, affectional or sexual orientation or sex, 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, gender identity or expression, affectional or sexual orientation or sex;

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 intimidated 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.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

It is the policy of the State of NJ Department of the Treasury, Division of Property Management & Construction (DPMC), that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the DPMC, to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the DPMC's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the DPMC's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and

4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACTS
State Contract Language

Equal Opportunity for Individuals with Disabilities

The **CONTRACTORS** and the **STATE** do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (**42 U.S.C. S12101 et. seq**.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **STATE** 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 **STATE** in any action or administrative proceeding commenced pursuant to this Act. The **CONTRACTOR** shall indemnify, protect, and save harmless the **STATE**, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The **CONTRACTOR** shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the **STATE's** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **STATE** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **STATE** or if the **STATE** 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 **STATE** 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 proceeding is brought against the **STATE** or any of its agents, servants, and employees, the **STATE** shall expeditiously forward or have forwarded to the **CONTRACTOR** every demand, complaint, notice, summons, pleading, or other process received by the **STATE** of its representatives.

It is expressly agreed and understood that any approval by the **STATE** 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 **STATE** pursuant to this paragraph.

It is further agreed and understood that the **STATE** assumes no obligation to indemnify or save harmless the **CONTRACTOR**, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the **CONTRACTOR** expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the **CONTRACTOR's** obligations assumed in this Agreement, nor shall they be construed to relieve the **CONTRACTOR** from any liability, nor preclude the **STATE** from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 4/10)

EXHIBIT A

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