

OWNER COPY

**INFORMATION FOR BIDDERS, CONTRACTOR'S PROPOSAL,
CONTRACT AND SPECIFICATIONS**

FOR THE

**WESTVILLE WATER TREATMENT PLANT
GAC FILTER POLE BARN INSTALLATION**

FOR:

**WESTVILLE PUBLIC WORKS DEPARTMENT
114 CROWN POINT ROAD
WESTVILLE, NJ 08093**

COUNTY OF GLOUCESTER, STATE OF NEW JERSEY

Prepared For:

**WESTVILLE BOROUGH COUNCIL
167 BROAD STREET
Westville, NJ 08093**

Prepared by:

**BRYSON & YATES CONSULTING ENGINEERS, LLC
307 Greentree Road
Sewell, New Jersey 08080-9217
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N.J.P.E. License No. GE39607

File No. 23302
Date: September 10, 2026

NOTICE AND ADVERTISEMENT TO BIDDERS

Notice is hereby given that the **BOROUGH OF WESTVILLE** will receive bids for the **“GAC FILTER POLE BARN INSTALLATION”**, at the Westville Borough Municipal Building, at 165 Broad Street, Westville, NJ 08093-1148, County of Gloucester, NJ. **BIDS ARE DUE NO LATER THAN WEDNESDAY, Thursday, October 1, 2026 AT 10:00 AM.** Each bid shall remain sealed, to be opened and read at the Westville Municipal Building, 165 Broad Street, NJ on **Thursday, October 1, 2026 at 10:00 a.m.** prevailing time. All bids shall be presented to the Borough Clerk before this time.

The proposed work includes the following major items:

- **Prepare NJPE Signed & Sealed Building Plans for a 25'-6" x 40' x 25' Eave Height Pole Barn to enclose new Filter Vessels & equipment**
- **Prepare and submit shop drawings of all materials including OHDs & motors.**
- **Delivery and unloading of all MATERIALS including appurtenances**
- **Furnish all labor, equipment & materials to build Pole Barn, with doors, motors, insulation, roofing, interior metal walls & ceiling & gutters with downspouts.**
- **Furnish & install (2) 10'x10' Overhead Doors with motors (electrical by Owner)**
- **Furnish & Install (1) 6'x8' Aluminum Roll-up Door.**
- **Attendance at two project meetings on-site with Owner's Electrician for full cooperation & timing of electrical install by Owner's Electrician**

Specifications and Proposal Forms may be secured by prospective bidders during business hours (7:30 a.m. to 4:30 p.m. Monday thru Thursday; 7:30 a.m. to 11:00 a.m. Friday) at the office of Bryson & Yates Consulting Engineers, LLC, 307 Greentree Road, Sewell, NJ, upon payment of \$100.00 to cover reproduction and binding costs, in accordance with NJSA 40A:11-4.5(a); and can be obtained up to 48 hours prior to the time set for the opening of the bids. Alternatively, specifications can be sent via FedEx, or other courier, for an additional \$25.00 to cover shipping and handling.

Prospective bidders may obtain full package of original bid documents via **pdf** format upon formal written request, ONCE added to the Official Bidder's List. These PDFs are NON-TRANSFERABLE to any other prospective bidders. No refund shall be made for the return of such documents. All technical questions may be directed to Theodore Wilkinson, Manager, via email at twilkinson@brysonyates.com.

Each proposal bid must be accompanied by a bid bond or certified check for not less than ten percent (10%) of the amount of the bid, of which, the amount of the bond or certified check need not exceed \$20,000, made payable to the **BOROUGH OF WESTVILLE**. All blank spaces in the proposal, except as otherwise noted, must be filled in; and no change shall be made in the phraseology of the proposals or of the item mentioned. All information that may be requested of the bidder in these specifications shall be included with this proposal. All erasures, interpolations, or other physical changes on the bid form shall be initialed or signed by the bidder.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. C150 and Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et. seq.). The supplier is notified that he must comply with P.L. 1977, c. 33, and submit Disclosure Statement listing Stockholders with bid.

The contractor is further notified that he must submit proof of a New Jersey Business Registration Certificate and submit proof of business registration for any named subcontractors in accordance with the act. This contract is subject to the provisions of the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

Bids must be prepared on the standard proposal forms provided, in the manner designated therein. Each bid must be enclosed in a sealed envelope, bearing the name and address of the bidder, and labeled **“GAC FILTER POLE BARN INSTALLATION”** addressed to the BOROUGH Clerk. The OWNER reserves the right to reject any and/ or all bids, to waive any informalities, or to accept the bid, which in its judgment, best serves the interest of the OWNER.

"GAC FILTER POLE BARN INSTALLATION"

INSTRUCTIONS TO BIDDERS:

1. Defined Terms

The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "ENGINEER" refers to the Project Engineer, Bryson & Yates Consulting Engineers, LLC. The term "OWNER" refers to the **BOROUGH OF WESTVILLE**. "PROJECT" refers to the following: **"GAC FILTER POLE BARN INSTALLATION"**

THIS CONTRACT REQUIRES FULL LABOR, EQUIPMENT & MATERIALS TO COMPLETELY BUILD A POLE BARN, INCLUDING INCIDENTALS, DESIGN PLANS, LOAD CALCULATIONS, ETC.

ANY REFERENCE TO REQUIREMENTS TO BE DPMC CERTIFIED ARE HEREBY DELETED AND NOT REQUIRED.

2. This contract is based on the standard specifications and regulations of the **BOROUGH OF WESTVILLE**, as amended herein.

3. Copies of Bidding Documents

Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner/Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

4. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must submit written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience, and evidence of BOROUGH OF WESTVILLE to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located.

A public works contractor's license is not required for this material delivery contract. No labor involved.

5. Examination of Contract and Site

- 5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.
- 5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness. They are part of the Contract Documents. Before submitting his Bid, each Bidder will, at his own expense, make additional investigations and tests as the Bidder may find necessary to determine his Bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 5.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests, as each Bidder deems necessary for submission of his Bid.
- 5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Specifications or Drawings.
- 5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with the requirements of Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of terms and conditions for performance of the Work.

6. Interpretations

All questions about the meaning or intent of the

"GAC FILTER POLE BARN INSTALLATION"

Contract Documents shall be submitted, in writing, to Engineer. Replies will be issued by Addenda, mailed or delivered to all parties, recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days before the date for opening of Bids will not be answered. The cutoff date for written inquiries is **Friday, September 18, 2026 at 10:00 a.m.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7. Bid Security

Bid security shall be made payable to Owner in an amount of ten percent (10%) of the Bidder's maximum bid price, not to exceed \$20,000.00, in the form of a certified or cashier's check or a bid bond (found on form attached if a form is prescribed) issued by a surety. A surety company must submit with its consent of surety and power of attorney evidence that the surety company is authorized to transact business in the State of New Jersey if it is not a New Jersey surety company. A Certificate of Authority will satisfy this requirement. If the surety company is a New Jersey surety company, it must submit a Certificate of Compliance. All surety companies must also submit with its consent of surety and power of attorney a list of assets and liabilities, and a surety disclosure statement and certification pursuant to N.J.S.A. 2A:44-143.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security; whereupon it will be returned if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) days of the Notice of Award. Owner may annul the Notice of Award and the Bid Security, of that Bidder will be forfeited. All Bid Security, except the Bid Security of the three (3) apparent lowest responsible Bidders, shall be returned, unless otherwise requested by the Bidder, within ten (10) days after the opening of the bids, not including Sundays and holidays excepted, and the bids of such Bidders have been considered withdrawn. Within three (3) days, Sundays and holidays excepted, after the awarding and signing of the Contract and the approval of the Contractor's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned.

The Contract shall be signed by all parties within the time limit set forth in the Specifications, which shall not exceed twenty-one (21) days, Sundays and holidays excepted, after the making of the award... NJSA 40A:11-24

8. Contract Time

The number of days within which or the date by which the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

9. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment, described in the Drawings and in the Specifications, without consideration of possible substitute or "or equal" items. When it is indicated in the Drawings or Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor, if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in paragraphs 6, 7, 6.7.1, and 6.7.2 of the General Conditions which may be supplemented in the General Requirements.

11. Subcontractors, etc.

11.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to Owner in advance of the Notice of Award, the Bidders will, with the bid proposal, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization, if requested by Owner. Should Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, other person, or organization either may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. Should the apparent Successful Bidder decline to make any such substitution, the Contract shall not be awarded to such Bidder, but their decline to make any

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such substitution does not constitute grounds for sacrificing their Bid Security. Any Subcontractor, other person, or organization, so listed, and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner and Engineer.

- 11.2 No Contractor shall be required to employ any Sub-Contractor, other person, or organization, against whom he has reasonable objection.

12. Form of Proposal

- 12.1 The Form of Proposal is attached hereto, however, additional copies may be obtained from Engineer.
- 12.2 Form of Proposal must be completed in ink or be completed by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 12.3 Bids by corporations must be executed in the corporate name, by the president or a vice-president (or other corporate officer accompanied by evidence of BOROUGH OF WESTVILLE to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name, signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 12.5 All names must be typed or printed below the signature.
- 12.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form of Proposal).
- 12.7 The name, address, and telephone number, to which communications regarding the Bid are to be directed, must be shown.

13. Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title, name, and address of the Bidder, accompanied by the Bid Security and other

required documents. Should the Bid be sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

14. Modifications and Withdrawal of Bids

- 14.1 Bids may be modified or withdrawn by an appropriate document, duly executed (in the manner that a Bid must be executed), and delivered to the place where Bids are to be submitted at any time before the opening of Bids.
- 14.2 Should, within five (5) working days after Bids are opened, any Bidder file a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their Bid, and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

15. Opening of Bids

When Bids are opened publicly, they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

16. Bid Award

All Bids shall be awarded within sixty (60) days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security before that date.

17. Award of Contract

- 17.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 17.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, alternates, and unit prices, if

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requested in the Bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form; however, Owner may accept them in any order or combination.

- 17.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 17.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within prescribed time.
- 17.5 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 17.6 Should the Contract be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates Owner that the award will be in the best interests of the project.
- 17.7 Should the Contract be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after Bid opening.

18. Performance and Other Bonds

Bonds are NOT required – materials only.

19. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen (15) days thereafter, Contractor shall sign and deliver at least three (3) counterparts of the Agreement to Owner with all Contract Documents attached. Within ten (10) days thereafter, Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract

Documents not fully signed by Owner and Contractor identification be binding by all parties.

20. Special Requirements

This contract includes the services to prepare NJPE design plans and load calculations to design the building meeting current IBC Codes for lateral, diagonal, wind, and snow loads for this region.

Upon NTP, prepare set of sealed drawings and load calculations and submit two (2) sealed sets signed by NJ PE; once approved by Borough Engineer, then move forward and submit permit sleeve to Borough Code Official for expedited review and release of building permit.

The **BOROUGH OF WESTVILLE** has not violated any Federal, State, or local law pertaining to fraud, bribery, graft, kickback, collusion, or conflicts of interest relating to, or in connection with, the planning and design of the project.

The **BOROUGH OF WESTVILLE** has not used the services of any person for planning or design of this project whose name appears on the State Treasurer's list of debarments, suspensions, and voluntary exclusions. The **BOROUGH OF WESTVILLE** is not currently in default OF State Loan.

CONTRACTOR will provide **OWNER** with full warranty package for pole barn.

21. Special Site Investigation

BIDDERS MAY CONTACT MR WILKINSON AT 856-340-9920 TO SET UP A SITE VISIT WITH THE SUPERINTENDENT TO REVIEW EXISTING CONDITIONS AND ENTER INTO THE CHLORINATION BUILDING.

END OF SECTION

“GAC FILTER POLE BARN INSTALLATION”

PROPOSAL SECTION

Items contained within this section must be completed and submitted in their entirety with the bid package. Should any submittals and/or forms not be complete, the OWNER reserves the right to reject any and all bids.

Form	Page
1. Bid Document Submission Checklist	7
2. Acknowledgement of Receipt of Changes to Bid Documents	8
3. Form of Proposal	9
4. Bid Bond	12
5. Statement of Corporate Ownership	14
6. Non-Collusion Affidavit of Prime Bidder	15
7. Affidavit - State Treasurer's List of Debarred, Suspended, and Disqualified Bidders	16
8. Procurement and Service Contracts	17
9. Affirmative Action Affidavit	18
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**BID DOCUMENT SUBMISSION CHECKLIST
BOROUGH OF WESTVILLE**

(Name of Owner / Local Contracting Unit)

"GAC FILTER POLE BARN INSTALLATION"

(Name of Construction / Public Works Project)

23302

(Project or Bid Number)

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected:
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid
(Owner's checkmarks)

Initial Each Item Submission with Bid
(Bidder's initials)

☒	Acknowledgement of Receipt of Change(s), notice(s), revision(s), or addenda to Bid Document(s), advertisement, or specifications, <i>if applicable</i>	
☒	Bid Bond as required by N.J.S.A. 40A:11-21	
☒	Certification from a Surety Company, pursuant to N.J.S.A. 40A:11-22 (including Power of Attorney, List of Assets and Liabilities, Surety Disclosure Statement, and Certificate of Authority or Compliance)	
☒	Statement of Corporate Ownership, pursuant to N.J.S.A. 52:25-24.2	
☒	Subcontractor Declaration, as required by N.J.S.A. 40A:11-16, <i>if applicable</i>	
☒	C-271 Political Contributions Form	
☒	Public Works Contractor Registration Certificate (to be supplied by bidders)	

**B. Failure to submit the following documents may be a cause for the bid to be rejected:
(N.J.S.A. 40A:11-23.1b)**

Requested with Submission of Bid
(Owner's checkmarks)

Initial Each Item Submission with Bid
(Bidder's initials)

☒	Consent of Surety as to a Labor and Material Payment Bond	
☒	Consent of Surety as to Maintenance Bond, as required by N.J.S.A. 40A:11-16.3b	
☒	Non-Collusion Affidavit of Prime Bidder (this form must be Notarized)	
☒	Qualification Form	
☒	Experience, Equipment, and Financial Statement	
	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
	A certified Financial Statement prepared within the last twelve months	
☒	New Jersey Contractor's Business Registration Certificate from Department of Treasury	
	Statement of Compliance with N.J.S.A. 45: 14C-2(h) (licensed master plumber)	
☒	New Jersey Sub-contractor's Business Registration Certificate from Department of Treasury (upplied by bidders)	
☒	Approved Apprenticeship Form for Construction Projects	
☒	Disclosure of Investment Activities in Iran	

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

Name of Bidder: _____

By Authorized Representative

Signature: _____

Date: _____

Print Name and Title: _____

“GAC FILTER POLE BARN INSTALLATION”

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

BOROUGH OF WESTVILLE

(Name of Local Contracting Unit)

“GAC FILTER POLE BARN INSTALLATION”

(Name of Construction /Public Works Project)

23302

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertised, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	Method Received (i.e., mail, fax, pick-up, etc.)	Date Received

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

"GAC FILTER POLE BARN INSTALLATION"

FORM OF PROPOSAL

"GAC FILTER POLE BARN INSTALLATION"

BOROUGH OF WESTVILLE, GLOUCESTER COUNTY, NEW JERSEY

To: BOROUGH OF WESTVILLE
167 Broad Street
Westville, NJ 08093

Attention: BOROUGH CLERK

The undersigned vendor declares:

That he or she is or they are the only person or persons, company, corporation, or partnership interested in this bid as principal or principals; That this Proposal is made without any connections with any person or persons making a bid or proposal for the same purposes;

That this Proposal is, in all respects fair, and without collusion or fraud, and that no officer, nor any person in the employ of the said OWNER is directly or indirectly interested in this bid or in the material or work to which it relates or in any portion of the profits thereof;

He or she agrees to develop a set of design plans and load calculations and upon Borough Approval of said plans, make permit application to the Construction Official, and that the Local Permits Office will expedite the review and release of permits;

He or she understands that this building must be completed and insulated no later than December 24, 2026; Tax Exempt Certificate will be issued.

That he or she has or they have carefully examined the specifications and understands the requirement to demobilize for 7-days to allow the Owner's Electrician to come in and complete all electrical rough-in; once done, the Installer will return to finish the insulation, and interior wall and ceiling metal panels and complete any open items, including gutters, downspouts and clean-up;

That he or she has read and fully understands the contract between the BOROUGH OF WESTVILLE and that any vendor this contract shall comply with said contract, in addition to the BOROUGH OF WESTVILLE contractual obligations;

That he or she has or they will begin design and permitting work on the project immediately upon receipt of the Notice to Proceed and that he or she will or they will complete the work herein specified in accordance with the specifications before the expiration indicated in the specifications;

That he or she has visited the site and is familiar with the existing conditions. Access to the site shall be coordinated with the Engineer;

Performance Bonds and Payment Bonds are required; any reference to waiving Bonds is hereby deleted; owner will provide standard format for each bond.

That he or she will or they will furnish all materials and equipment to safely unload and stockpile the pole barn materials at the Treatment Plant at 114 Crown Point Road, without any damage, and then fully install said materials, for the total Lump Sum Price in the Bid Form:

"GAC FILTER POLE BARN INSTALLATION"

BID FORM
"GAC FILTER POLE BARN INSTALLATION"

Note: The BIDDER shall use either black or blue ink or typewriter (black ribbon) in completing the Proposal Form. Each line item amount must be given. Failure to do so will result in disqualification of BIDDER.

BIDDERS are reminded that they must bid on the issued specifications, as amended. Any deviation, conditions or attachments made by the BIDDER himself thereto may render the Bid non-responsive and be cause for its rejection. Bid Security to be based on the **TOTAL AMOUNT BID** and shall be the percentage indicated in the Instructions to Bidders.

Statement of Proposal Prices

BASE BID:

Item	Description	Quantity	Units	Unit Cost	Total
1	GAC FILTER POLE BARN INSTALLATION, COMPLETE	-	L.S.	\$	\$
2	ALLOWANCE	-	L.S.	\$ 10,000.00	\$ 10,000.00

TOTAL AMOUNT BID.....\$_____

In numbers

In words

OWNER WILL AWARD JOB BASED ON AVAILABILITY OF FUNDS.

BIDDER acknowledges that in the event of a discrepancy between the unit price for any pay item and the extended price shown for that item, the unit price is to govern. Where a unit price is bid for an item but no extended price is provided, the extended price shall be established by multiplying the unit price and the estimated quantity. Where the extended price is provided and the unit price is not provided, the unit price shall be established by dividing the extended price by the estimated quantity. **Where no figure is provided for the unit price and extended price, the amount bid will be considered to be zero (\$0.00).**

The CONTRACTOR understands that the OWNER reserves the right to reject any or all bids. Any omission of the mention of any of the detail work to be performed under each item does not relieve the CONTRACTOR from their obligation to complete each and every item of work contracted for as called out in the specifications necessary to complete the entire work.

CONTRACTOR understands that any supplemental work shall be authorized by the OWNER and the State of New Jersey and actual payment for supplemental work orders shall be paid for the actual recorded labor, materials, equipment and a maximum overhead and profit of twenty percent (20%), as reported on an approved data sheet provided by the OWNER.

Failure to bid on all items shall result in an informal bid and subsequent disqualification.

"GAC FILTER POLE BARN INSTALLATION"

Accompanying this Proposal is a certified check or bid bond made payable to the **BOROUGH OF WESTVILLE** in the sum of \$_____ (not less than ten percent of the total amount of this Proposal, not to exceed \$20,000.00), which the undersigned agrees is to be forfeited as liquidated damages and not as penalty if the contract is awarded to the undersigned and the undersigned fails to execute the contract required by the specifications within the stipulated time, otherwise the check will be returned to the undersigned.

INDIVIDUAL

The undersigned is a(n) PARTNERSHIP under the laws of the State of _____ having its principal

CORPORATION

office at

Date

Signature and Title

Company

Address

ATTEST:

Corporate Secretary
(SEAL)

"GAC FILTER POLE BARN INSTALLATION"

CONSENT OF SURETY

That for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, paid the undersigned corporation and for other valuable considerations, the receipt whereof is hereby acknowledge,

the _____

consents and agrees that, if the Contract, for which the preceding Proposal is made be awarded to _____

_____ this Company will become bound as surety for its faithful performance, and will execute the Payment Bond

following Division 1 hereof, and if the said _____ shall omit or refuse to execute such Contract within ten days from the time when notified so to do, then the undersigned corporation will pay, without proof of notice, on demand, to the said **BOROUGH OF WESTVILLE**, any difference between the sum which the next higher bidder, or the person, persons, or corporation to whom the Contract shall be finally awarded, would be entitled to receive upon such completion and the amount of the foregoing Proposal, the amount of said difference to be calculated upon the estimated amount of work by which the bids are tested.

If more than one surety executes this consent, each such Corporation shall become-bound, jointly and severally, by the terms thereof.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its corporation seal to be hereto affixed this _____ day of _____, 20____.

NOTE: The surety must sign below and state its place of business or resident.

Signature

Business/Residence

NOTE: CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

EVIDENCE OF A SURETY COMPANY'S AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF NEW JERSEY MUST BE SUPPLIED WITH THE CONSENT OF SURETY AND POWER OF ATTORNEY. A LIST OF ASSETS AND LIABILITIES, AND A SURETY DISCLOSURE STATEMENT AND CERTIFICATION PURSUANT TO NJSA 2A:44-143 MUST BE SUPPLIED WITH THE CONSENT OF SURETY AND POWER OF ATTORNEY.

"GAC FILTER POLE BARN INSTALLATION"

BID BOND

KNOW ALL MEAN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____ as Surety, are hereby held and firmly bound unto
_____ in the penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally, bind successors, assigns and ourselves.
Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the **BOROUGH OF WESTVILLE** a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for **"GAC FILTER POLE BARN INSTALLATION"**

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

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

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

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

_____ (L.S.)

Surety:

By:

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

"GAC FILTER POLE BARN INSTALLATION"

**STATEMENT OF CORPORATE OWNERSHIP
STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

**FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE REQUIRED INFORMATION
IS CAUSE FOR AUTOMATIC REJECTION**

N.J.S.A. 52:25-24.2 reads in part that no corporation or partnership shall be awarded any contract by the State, county, municipality or school district, or any subsidiary or agency thereof, unless prior to the receipt of the bid of the corporation or partnership, there is submitted to the public contracting unit a statement setting forth the names of all individuals who own 10% or more of stock or interest in the corporation or partnership. If one or more stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owing 10% or greater interest in that partnership shall also be listed.

Check one box:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the company submitting bid.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the company submitting bid.

Check which business entity applies:

- | | | |
|--|--|--|
| ☐ Corporation | ☐ Partnership | ☐ Sole Proprietorship |
| ☐ Limited Liability Corporation | ☐ Limited Liability Partnership | |
| ☐ Subchapter S Corporation | ☐ Other | |

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporation: _____ State of Incorporation: _____

Business Address:

Street Address	City	State	Zip

Telephone #	Fax #	E-mail	

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of the company submitting bid:

Name	Home Address

Name	Home Address

Name	Home Address

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY: ☐ YES ☐ NO

Signature: _____ Date: _____

Printed Name and Title: _____

"GAC FILTER POLE BARN INSTALLATION"
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and say that:

He is _____
(Owner, Partner, Officer, Representative, or Agent)

of _____, the bidder that has submitted the attached bid.

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid. Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in anyway colluded conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or collusion conspiracy, connivance or unlawful agreement any advantage against the **BOROUGH OF WESTVILLE** or any person interested in the proposed Contract; and

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement, on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

He further warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bone fide employees or bona fide established commercial or selling agencies maintained by

Contractor

Signature

Title

Sworn to and Subscribed

Before me this _____

day of _____, 20____.

Notary Public

"GAC FILTER POLE BARN INSTALLATION"

**AFFIDAVIT – STATE TREASURER'S LIST
OF DEBARRED, SUSPENDED, AND DISQUALIFIED**

State of New Jersey)
)
County of _____) ss.

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

I am _____, an officer of the firm of _____,
the Bidder making the Proposal for the above named work, and that I executed the said Proposal with
full Authority to do so: that said bidder at the time of making of this bid, (as applicable, insert "is" or "is
not") included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and
Disqualified Bidders: and that all statements contained in said Proposal and in this affidavit are true and
correct, and made with the full knowledge that the **BOROUGH OF WESTVILLE** as Local Government
Unit relies upon the truth of the statements contained in said Proposal and in the statements contained
in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this appear on the State
Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life
of this Contract, including the Guarantee Period, that the Local Government Unit shall be immediately so
notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firms making the bid as a Contractor is subject to debarment,
suspension and/or disqualification in contracting with the State of New Jersey and the Department of
Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2 commits any of the acts listed
therein, and as determined according to applicable law and regulation.

Name of Contractor

Address of Contractor

Name and Title of Affiant

Sworn to and Subscribed

Before me this _____

day of _____, 20____.

Notary Public

"GAC FILTER POLE BARN INSTALLATION"
PROCUREMENT AND SERVICE CONTRACTS

Kindly complete the questionnaire in the event that you or your firm is awarded this contract. The necessary forms will be sent by our office upon award. This form should be submitted within seven (7) working days of notification.

1. Our company has a Federal Affirmative Action Plan approval.

Yes _____ No _____

- a. If yes, submit a photostatic copy of said approval.
- b. If no, submit a photostatic copy of the New Jersey State Certificate of approval.

None of the Above _____

2. If you do not have a State Approval, indicate whether, you have

- a. More than 50 employees _____
- b. Less than 50 employees _____

3. I have more than 50 employees, please send an Affirmation Action form for our completion.
(AA 302 - Affirmation Action Employee Information Report).

4. I have less than 50 employees, please send an affidavit for my completion.

I certify that the above information is correct to the best of my knowledge.

Name

Signature

Title

Date

Contractor - Please complete and sign this form and return it to _____ with your contract.

AN EQUAL OPPORTUNITY EMPLOYER

"GAC FILTER POLE BARN INSTALLATION"

AFFIRMATIVE ACTION AFFIDAVIT

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

BOROUGH OF WESTVILLE

State of New Jersey)
)
County of _____) ss.

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

1. I am (President, Partner, Owner) of the firm of _____, a bidder making a proposal upon the above-named project.
2. _____ does not have 50 employees or more inclusive of all officers and employees of every type. I am familiar with the affirmative action requirements of P.L. 1975, c. 127, of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations pursuant thereto.
3. _____ has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if _____ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that Moines will be paid by the State

of New Jersey, County of _____, (Borough, City or
BOROUGH)

of _____, until an affirmative action plan is approved.

I am also aware that the contract may be terminated and that _____
may be debarred from all public contracts, for a period of up to five (5) years.

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

Signature of Authorized Representative

Name and Title

Sworn to and Subscribed
Before me this _____

day of _____, 20____.

Notary Public

"GAC FILTER POLE BARN INSTALLATION"

EXHIBIT 'B'

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

CONSTRUCTION CONTRACTS

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 (Affirmative Action), P.L. 1963. The contractor is further notified that he must comply with P.L. 1977, c. 33, and submit a Disclosure Statement listing Stockholders with his bid. Any reference to NJ Prevailing Wage Rate Compliance is deleted.

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

The vendor, 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 vendor / contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

“GAC FILTER POLE BARN INSTALLATION”

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

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

“GAC FILTER POLE BARN INSTALLATION”

contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

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

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

I hereby acknowledge that I have received and read have this document.

Name

Signature

Title

Date

"GAC FILTER POLE BARN INSTALLATION"

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA EVIDENCE

In the event a vendor is awarded a contract, the vendor is required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Vendors are required to submit one of the following:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302

For further information see the guidelines at:
http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf

I certify that my bid package includes the required evidence per the above list and as found on the State website.

Name

Signature

Title

Date

"GAC FILTER POLE BARN INSTALLATION"

QUALIFICATION FORM

The bidder on this contract shall fill in below, in the space provided, at least five (5) projects similar to that specified in these specifications, that the bidder has performed and that have been operating satisfactory for a minimum of five (5) years.

PROJECTS

	<u>Date</u>	<u>Location</u>	<u>Engineer</u>	<u>Amount of Contract</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Sworn to and Subscribed

Before me this _____

day of _____, 20____.

Notary Public

Respectfully Submitted,

Signature

Company Name

Address

“GAC FILTER POLE BARN INSTALLATION”
EXPERIENCE, EQUIPMENT, AND FINANCIAL STATEMENT

Bidders on this project are to provide the following information:

If a corporation, answer this:

If a co-partnership, answer this:

Capital paid in cash \$ _____

Date of Organization _____

State whether partnership is general or limited

 Name, Address & Age of Partners:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

EXPERIENCE AND EQUIPMENT

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years of experience in this type of construction work has your organization had? _____
3. What are the latest projects your organization has completed?

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

"GAC FILTER POLE BARN INSTALLATION"

F. _____

Any other reference _____

4. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work? _____

If so, state the name of individual, position and the name of the other organization

6. Did this other contracting organization ever fail to complete any work awarded to it? _____;

If so, where and why? _____

7. If any part of the work is sublet, will you require a bond from subcontractor? _____

8. Give list of uncompleted contracts at present held by you:

CONTRACT

AMOUNT

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

"GAC FILTER POLE BARN INSTALLATION"

PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled, "prevailing Wage Rate Determination", is attached at the close of this section. Pursuant to N.J.S.A. 34:11-56.37 and 34.11-56.38 Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage late. In the event it is found that any workman employed the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby,

Before final payment is made by or on behalf of the Owner any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the name of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

INDIVIDUAL

The undersigned is a(n) **PARTNERSHIP** under the laws of the State of _____ having its principal **CORPORATION**

office at _____

Signed: _____

Type or Print: _____

Company Name: _____

Address: _____

Telephone Number: _____

Address

Signature

“GAC FILTER POLE BARN INSTALLATION”

BILLING DATES AND PAYMENT CYCLES

The periodic billing date(s) shall be – (in the event that it is anticipated that there will be more than one payment in a contract periodic billing dates should be established and set forth therein)(for the contracts exceeding \$100,000.00 partial payments shall be made at least once each month in accordance with N.J.S.A 40A:11-16.2).

The billing date for the final retainage payments shall be the date the bill is received by (name of local unit). **Payments to the Contractor shall be made for the approved amount of work performed minus a 2 percent retainage. The release of retainage shall occur once final project acceptance has occurred.**

The payment cycle shall be: (N.J.S.A. 2A: 30A-2a sets forth two procedures for payments to the contractors based on the procedure adopted by the local unit – 1) Default procedure for local units that do not require governing body approval to authorize payments of bills; and 2) Alternate procedure for local units that require governing body approval for payments of bills).

1. Default Procedure –

- a. if the contractor has performed in accordance with the contract; and
- b. the work has been approved and certified by the owner or the owner’s authorized agent.
- c. The owner shall pay the bill not more than 30 calendar days after the billing date;
- d. Provided that the billing shall be deemed “approved” and “certified” 20 calendar days after the owner receives it, unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

2. Alternate Procedure –

- a. if the contractor has performed in accordance with the contract; and
- b. the work has been approved and certified by the owner or the owner’s authorized agent.
- c. The owner shall pay the bill not more than 30 calendar days after the billing date.
- d. Provided that the billing shall be deemed “approved” and “certified” 20 calendar days after the owner receives it, unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.
- e. The 20th calendar day deadline of the first (default) procedure to approve and certify, or decide to withhold full or partial payment is deferred until the public meeting (any public meeting open to the public) following 20 calendar days of the billing date, at which time the bill must be approved for payment or notice provided as to why the bill or any portion thereof will not be approved.
- f. If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

“GAC FILTER POLE BARN INSTALLATION”

MANDATORY CONTRACT DISPUTE PROCEDURES

The bidder agrees to Mandatory Dispute Procedures required by P.L. 2006, Chapter 96 and N.J.S.A 40A:11-50, as described below:

In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the Bidder and Owner agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents shall be submitted to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the party to the Contract and with the American Arbitration Association.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

The bidder further agrees to include a similar mediation provision in all agreements with the independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Nothing in this section shall prevent the OWNER from seeking injunctive or declaratory relief in court or at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c.198 (C:40A:11-1 et seq.).

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of N.J.S.A. 19:44A-20.26. This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Ownership Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

"GAC FILTER POLE BARN INSTALLATION"
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____ Signature	_____ Printed Name	_____ Title
--------------------	-----------------------	----------------

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

"GAC FILTER POLE BARN INSTALLATION"
Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
 Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

"GAC FILTER POLE BARN INSTALLATION"
List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

County Commissioners

{County Executive}

Surrogate

County Clerk

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
https://www.nj.gov/dca/divisions/dlgs/programs/pay_2_play.html A
COUNTY-BASED, CUSTOMIZABLE FORM.

"GAC FILTER POLE BARN INSTALLATION"

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name _____ **of**

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

"GAC FILTER POLE BARN INSTALLATION"

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

"GAC FILTER POLE BARN INSTALLATION"

SITE INSPECTION VERIFICATION

"GAC FILTER POLE BARN INSTALLATION."

Westville, County of Gloucester, NJ

I hereby acknowledge to the **BOROUGH OF WESTVILLE** that I have performed an on-site inspection of the "**GAC FILTER PLANT POLE BARN SITE**" as shown on the contract drawings and understand the intent to the relative surface conditions by virtue of this visual inspection and any information that the **ENGINEER** may have utilized in the preparation of the Contract Plans and/or Documents for same project.

I confirm that I have investigated the site, and have a firm understanding of the required performance specifications under this Contract.

I also confirm that I fully understand the obligations of this contract regarding the full cooperation and communication with the Owner and the **BUILDING INSTALLER AND OWNER'S ELECTRICIAN** who will be hired by the **OWNER**.

I also affirm that I understand the need for coordination between site work, pad site preparation, down time to allow for building erection, return once building is done, and then start concrete work, drains, electrical, and then allow time for **ROUGH IN ELECTRIC**.

BIDDER

(Please print all information)

Company Name & Address

Signature

Name (please print)

Title

Date

Attest

"GAC FILTER POLE BARN INSTALLATION"

APPROVED APPRENTICESHIP FORM FOR CONSTRUCTION PROJECTS

Apprenticeship is training in occupations that require a wide and diverse range of skills and knowledge, as well as maturity and independence of judgment. It involves planned, day-by-day training on the job and experience under proper supervision, combined with related technical instruction.

As practiced by modern industry, apprenticeship is a business-like system designed to provide workers entering industry with comprehensive training by exposing them to the practical and theoretical aspects of the work required in a highly skilled occupation. This is accomplished through structured training on the job and related theoretical instruction.

Under the National Apprenticeship Act, the Bureau of Apprenticeship and Training (BAT) is responsible for providing service to existing apprenticeship programs and technical assistance to organizations that would like to establish an apprenticeship program. The Bureau works very closely with State Apprenticeship Councils (SAC) and the educational system to deliver support services at the National, State and local level.

Approved Apprenticeship programs are usually available through local County Vocational Schools, through various Union Locals, and/or through the U.S. Department of Labor.

The U.S. Department of Labor for New Jersey may be reached at:

US Department of Labor
Bureau of Apprenticeship & Training
485 Route 1 South
Bldg. "E", Room 300
Iselin, New Jersey 08830

The Owner has determined that it would be in the best interest of this particular project, and reasonably related to the specific work to be performed, that all bidders be required to participate in an approved apprenticeship program pursuant to standards established under the Department of Wage and Industry Act of 1948 (N.J.S.A. 34:1A-34 et. seq.). This requirement may be met by either showing a written agreement with a Union with an appropriate apprenticeship program, or by maintaining an in-house program that materially follows the guidelines for apprenticeship set forth by the Union of the same trade:

All subcontractors used by the bidder shall also have an approved apprenticeship program.

If a bidder or subcontractor does not have its own approved apprenticeship program as set forth above, the requirement may be met by showing that the bidder and/or their subcontractor has a written agreement with a Union which has an appropriate apprenticeship program.

List of Trades for this Project
Submitted by Vendor

Apprenticeship Program Attended

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY:

☐ YES ☐ NO

"GAC FILTER POLE BARN INSTALLATION"

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

STATE OF _____ SS
COUNTY OF _____

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

I am _____, a _____
Name Title, Position, etc.

in the firm of _____,
the bidder making the proposal to _____ for work under
Name of Owner

Contract No. – Description

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this

Affidavit are true and correct, and made with full knowledge that the _____
Name of Owner

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project. Additional information on this requirement is available from ELEC at 888-3133-3532 or at www.elec.state.nj.us

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

(Also type or print name of affiant under signature).

Sworn to and Subscribed

Before me this _____ day of _____, 20____.

Notary Public of _____

My Commission Expires _____

"GAC FILTER POLE BARN INSTALLATION"

STANDARD BID DOCUMENT REFERENCE						
Name of Form	DISCLOSURES OF INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	P.L. 2012, c.25 prohibits the awarding of State and local public contracts for goods and services with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Prior to contract award, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey 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").					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

"GAC FILTER POLE BARN INSTALLATION"

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, 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 parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may 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.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof 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 person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

"GAC FILTER POLE BARN INSTALLATION"

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there 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 **Township of MONROE** 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 **Township** to notify the **Township** 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 **Township of MONROE** and that the **Township** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

Appendix A

Prevailing Wage Rates

Prevailing Wage Rates are available upon request
at the Engineer's Office

AGREEMENT SECTION

Items contained in this section are not required to be completed with the bid package.

Form	Page
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2. Notice of Award	13
3. Notice to Proceed	14
4. Exhibit 'A' – Forms for Affirmative Action	

"GAC FILTER POLE BARN INSTALLATION"

AGREEMENT
TO BE COMPLETED UPON AWARDING

THIS Agreement, made this _____ day of _____, 2026 by and between the
BOROUGH OF WESTVILLE, hereinafter called "OWNER" and _____

INDIVIDUAL
doing business as a(n) CORPORATION hereinafter called "CONTRACTOR."
PARTNERSHIP

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of the **"GAC FILTER POLE BARN INSTALLATION"**
2. Contractor shall provide all design work, load calcs, permits, materials, and labor to complete this pole barn.
3. The CONTRACTOR shall commence with the work required by the CONTRACT DOCUMENTS immediately after the date of the NOTICE TO PROCEED and will complete the same within **eighty (80) calendar days**, unless the period for delivery is extended otherwise by the CONTRACT DOCUMENTS.
4. CONTRACTOR hereby agrees to demobilize for 7-days, to allow the Owner's Electrician to complete the electrical rough-in; then re-mobilize to complete the insulation and final interior metal panel walls and ceiling and access hatch install.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ as shown in the BID SCHEDULE (see attached Exhibit 'A').
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) Notice to Bidders
 - (b) Proposal Section
 - (c) Bid & Bid Bond
 - (d) Performance Bond and Payment Bond
 - (e) Wage Rate Compliance
 - (f) Qualification Form and Experience, Equipment, & Financial Statement
 - (g) Business Registration Certificates
 - (h) Agreement & General Conditions & Supplemental General Conditions
 - (i) Notice of Award and Notice to Proceed

"GAC FILTER POLE BARN INSTALLATION"

- (j) Specifications prepared by **BRYSON & YATES CONSULTING ENGINEERS, LLC**, dated September 10, 2026
- (k) Addendum No. _____
- (l) Progress Schedule

7. The OWNER shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS. The CONTRACTOR specifically agrees to the provisions for Liquidated Damages as referred.
8. The CONTRACTOR shall meet the insurance requirements herein and shall also include the ENGINEER, Bryson & Yates Consulting Engineers, LLC, Jonathan A. Bryson, Bret T. Yates, and the STATE, and its agencies, employees, and officers as additionally insured.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by authorized officials, this Agreement, in 3 copies.
10. The CONTRACTOR confirms that the site was carefully inspected during a site visit and that the scope of the project and performance specifications are understood. It is fully confirmed that the CONTRACTOR agrees to coordinate with the OWNER and its ENGINEER and the OWNER's Electrician.

OWNER: BOROUGH OF WESTVILLE

By: _____

Name & Title: _____

ATTEST: (SEAL)

Name: _____
(Please Type)

Title: _____

CONTRACTOR: _____

by: _____

Name: _____
(Please Type)

Address: _____

ATTEST: (SEAL)

Name: _____
(Please Type)

"GAC FILTER POLE BARN INSTALLATION"

NOTICE OF AWARD

To: _____

Date: _____

PROJECT Description **"GAC FILTER POLE BARN INSTALLATION"**

The OWNER, **BOROUGH OF WESTVILLE**, has considered the BID submitted by you for the above-described WORK in response to its Advertisements for Bids, dated _____ and information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of _____ (see Exhibit A attached in Contract Agreement).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S and CERTIFICATES OF INSURANCE within **FIVE (5)** calendar days from the date of satisfying the conditions set forth in this Notice to you.

Should you fail to execute said Agreement and to furnish said BONDS/LOC within **FIVE (5)** calendar days from this date, said OWNER shall be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER shall be entitled to such other rights as may be granted by law. Bonds are not required.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this the _____ day of _____, 20____.

BOROUGH OF WESTVILLE

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this the _____ day of _____, 20____.

By: _____

Title: _____

"GAC FILTER POLE BARN INSTALLATION"

NOTICE TO PROCEED

BOROUGH OF WESTVILLE

"GAC FILTER POLE BARN INSTALLATION"

To: _____

Date: _____

In accordance with the Agreement dated _____ you are hereby notified to commence WORK on or before _____, and you are to complete WORK within (80) calendar days thereafter. The date of completion of all WORK is therefore 80 calendar days from the date of this notice. This duration includes the 7-days permitted down-time to allow for the Owner's Electrician to complete rough-in work before returning to insulate and install walls and ceiling, and complete the project.

BOROUGH OF WESTVILLE

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this the _____ day of _____, 20____.

By: _____

Title: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 - 22. *Engineer*—The individual or entity named as such in the Agreement.
 - 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs,

recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

- D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: THIS CONTRACT IS FOR LABOR, MATERIALS, AND EQUIPMENT FOR INSTALLING THE POLE BARN TO SURROUND THE TREATMENT PLANT.
- OWNER WILL NOT PAY FOR ENTIRE PRODUCT UNTIL AFTER BUILDING IS ERECTED, ALL PARTS ARE ON-SITE AND BUILDING IS COMPLETE.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor,

with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Pole Barn Installer will need to be present at two on site meetings.

2.04A PERMITS

Upon NTP, prepare set of sealed drawings and load calculations and submit two (2) sealed sets signed by NJ PE; once approved by Borough Engineer, then move forward and submit permit sleeve to Borough Code Official for expedited review and release of building permit.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard

specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

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

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The notice to proceed will be within 5 days after signing contract. OWNER requires the pole barn to BE DESIGNED, PERMITTED, FABRICATED, DELIVERED AND ERECTED BY DECEMBER 5, 2026. THE 7-DAY DEMOBILIZATION FOR ELECTRICIAN WILL OCCUR AFTER THIS DEADLINE; THEN ONCE THE 7-DAY PERIOD IS COMPLETE, THE INSTALLER SHALL RETURN TO COMPLETE THE INSULATION AND INTERIOR WALLS/CEILING. OVERALL DEADLINE FOR COMPLETION IS **DECEMBER 24, 2026.**

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run.

4.03 *Reference Points*

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

4.04 *Progress Schedule*

- A. Plan is to have building insulated before Winter 2026.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *All lines are shown. Test pits are required before setting posts.*

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. **Bonds and Liability Insurance are REQUIRED ALONG WITH PAYMENT BONDS. ANY REFERENCE TO WAIVING BONDS or Insurance IS HEREBY DELETED.**

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

The successful bidder shall be insured against faulty materials, workmanship, delivery, trucking, unloading, etc.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of

purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *REQUIRED. SUBMIT A POLICY TO OWNER FOR REVIEW.*

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of manufacturing.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

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

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

- c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already

deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

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

7.09 *Permits*

- A. **Upon NTP, prepare set of sealed drawings and load calculations and submit two (2) sealed sets signed by NJ PE; once approved by Borough Engineer, then move forward and submit permit sleeve to Borough Code Official for expedited review and release of building permit. COSTS ASSOCIATED WITH THIS TASK SHOULD BE INCLUDED IN THE LUMP SUM PAY ITEM IN THE PROPOSAL. OWNER WILL WAIVE PERMIT APP FEES.**
- B. Unless otherwise provided in the Contract Documents, Contractor shall obtain all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. FEES WAIVED

7.10 *Taxes*

- A. Contractor may request a Tax Exempt Certificate from OWNER since this is a capital project.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals

furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. Build entire pole barn, complete. Work with electrician hired by OWNER. GIVE ELECTRICIAN 7 DAYS TO COMPLETE ROUGH-IN.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

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

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6. Contractor must be insured and provide additional insureds for Engineer and Owner.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise,

direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

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

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

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

provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs,

Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a

copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the

exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval:** If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. Costs Included:** Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any

surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. \$10,000 ALLOWANCE INCLUDED IN THIS CONTRACT; DO NOT USE THIS ALLOWANCE WITHOUT FIRST OBTAINING AUTHORIZATION IN WRITING FROM OWNER.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final

payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. Owner will pay up to 50-percent of material costs, ONCE shop drawings are approved and calculations accepted.
 - 2. Final payment will not be processed until after the building is erected and all materials are accepted. 2-percent will be held until such time.
- C. *Review of Applications*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. deleted.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to

Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the

defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.

- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 5 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3)

Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a

Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

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

DIVISION 2

1.0 DESCRIPTION OF MOBILIZATION, DESIGN & INSTALLATION

OWNER WISHES TO SOLICIT QUOTES AND HIRE CERTIFIED POLE BARN INSTALLER TO DESIGN, PACKAGE, DELIVER AND UNLOAD AND FULLY INSTALL AND INSULATE THIS POLE BARN BEFORE THE WINTER MONTHS 2027; THE GOAL IS TO GIVE OWNER'S ELECTRICIAN AMPLE TIME TO COME INTO BUILDING TO INSTALL ROUGH-IN ONLY, THEN LEAVE, SO INSTALLER MAY COME BACK AND INSULATE AND INSTALL ALL INTERIOR METAL WALLS AND CEILING.

PREVAILING WAGES – THIS PROJECT REQUIRES COMPLIANCE WITH NJ PREVAILING WAGE RATE COMPLIANCE;

PWC AND BRC CERTIFICATES ARE REQUIRED.

SIZE: 25'-6" DEEP x 40-FT WIDE x 25' SIDE-WALL HEIGHT.

SUCCESSFUL BIDDER SHALL BE LICENSED IN NJ TO DESIGN AND INSTALL AN ENTIRE BUILDING SO THAT LOCAL PERMITS CAN BE OBTAINED BY THE CONTRACTOR.

SUCCESSFUL BIDDER SHALL BE REQUIRED TO PREPARE A SET OF NJPE SIGNED AND SEALED BUILDING PLANS, AND GIVE OWNER 5 SETS OF SAME, SEALED BY A LICENSED ENGINEER, SO THE OWNER MAY APPLY FOR BUILDING PERMITS, MEETING LOCAL BUILDING CODES FOR A NEW STORAGE BUILDING WITH NO OCCUPANCY RATING.

PERMIT ACQUISITION:

Upon NTP, prepare set of sealed drawings and load calculations and submit two (2) sealed sets signed by NJ PE; once approved by Borough Engineer, move forward and submit permit sleeve to Borough Code Official for expedited review and release of building permit. PERMIT FEES WAIVED.

BUILDING WILL BE A 4-SIDED STORAGE BUILDING, FULLY INSULATED AND WRAPPED WITH DOUBLE-DOUBLE WRAP ON ROOF. ENTIRE ROOF SHALL BE SHEATHED WITH 15/32" PLWOOD, FOR THE INSTALLATION OF A 26-GAUGE STANDING SEAM ROOF, RIBBED DESIGN, COLOR CHOSEN BY OWNER AT SHOP DRAWINGS.

BUILDING SHALL BE DESIGNED TO RESIST UPLIFT DURING A 120-MPH WIND LOADING, THUS REQUIRING A DESIGN AND NJPE CERTIFICATION REGARDING THE UPLIFT RESISTANCE; BUILDING IS DESIGNED AS A 'STORAGE' USE, BUT SHALL BE FULLY INSULATED WITH R-21 BATT INSULATION, AND R-21 BLOWN-IN INSULATION IN THE ATTIC SPACE WITH BLOCKING BOARDS TO PREVENT INSULATION FROM ENTERING SPACE NEAR SOFFITS.

tiS SHALL BE REQUIRED, TWO ROWS, BOTH SIDES; SUBMIT SHOP DRAWING FOR TYPE, COLOR TO MATCH ROOF COLOR. GUARDS TO BE PERMANENTLY CLIPPED TO RIBS OF SSR.

POST FRAMING:

THIS L.S. CONTRACT PRICE SHALL INCLUDE ALL 4-PLY 2x6 OR PT TREATED POSTS @ 8-FT O.C. AROUND THE ENTIRE BUILDING PLUS AT DOOR FRAMES.

THE REAR RIGHT CORNER REQUIRES EXTRA LONG POSTS SINCE THE GRADE IN THIS AREA IS ROUGHLY 3-FT BELOW THE CONCRETE FINISHED GRADE OF THE BUILDING. THIS AREA WILL THEN BE FINISHED OFF BY THE OWNER WITH A CRAWL SPACE WITH WHITE LATTICE BOARDS TO PREVENT RODENT ENTRY, ETC.

A PLYWOOD FLOOR AND FRAMING WILL BE INSTALLED BY OWNER ONCE THE ENTIRE POLE BARN IS BUILT.

THE FRONT AND SIDES WILL REQUIRE ANCHORED POST BRACKET DESIGNS SINCE THE FILTER VESSELS AND 3-FT DEEP REINFORCED CONCRETE SLAB IS ALREADY IN PLACE. THE BACK LEFT CORNER OF THE BUILDING, NEXT TO THE CHLORINE ROOM WILL REQUIRE TYPICAL BURIED POSTS, WITH CONCRETE FOOTINGS USING TYPICAL POLE BARN DESIGN THEORY, INCLUDING SIDEWALK RESTORATION WHEN FINISHED.

THE BACK OF THE BUILDING REQUIRES DEMOLITION AND MODIFICATIONS TO THE BRICK CHLORINATION BUILDING, AS DRAWN ON THE PLANS; THE POSTS AND FRAMING AND HEADER ACROSS THE TOP WILL CONNECT TO THE BRICK/BLOCK STRUCTURE, AND A HEADER ABOVE THIS INTERCONNECTION POINT WILL TRANSLATE ANY VERTICAL LOADS FROM THE ROOF TRUSSES ABOVE, FOR THIS 12-FOOT OF INTERACTION WITH THE CHLORINATION ROOM. SET POSTS ON BOTH CORNERS OF THE BRICK BUILDING, ATTACH TO THE BLOCK STRUCTURE WITH DEEP ANCHORS, AND TIE BOTH SIDES OF THE POLE BARN INTO THE BRICK BUILDING AND SHARE THE WALL WITH THE BRICK BUILDING FOR ROUGHLY 12-FT, TO A HEIGHT OF 9-FT.

FURNISH AND INSTALL MATERIALS TO PROPERLY FLASH AND SEAL THE FLAT ROOF TO PREVENT WATER INTRUSION, THEN COMPLETE THE POLE BARN ROOFING UP TO THE EAVE AS PLANNED.

ALSO, PROVIDE A DESIGN AND MATERIALS TO ADEQUATELY SEAL THE TWO INTERFACES BETWEEN NEW METAL WALLS AND THE RED BRICK WALLS.

INSULATION & VENTING:

THIS L.S. CONTRACT PRICE SHALL INCLUDE ALL MATERIALS NEEDED TO FULLY INSULATE ALL SIDES AND THE ENTIRE CEILING, USING LINED R-21 BATT INSULATION ON WALLS AND R-21 BLOWN IN INSULATION ACROSS THE CEILING. FURNISH STYRO-FOAM BLOCKING PANELS AT EACH TRUSS END TO PREVENT INSULATION FROM PASSING ONTO THE SOFFITS AND PREVENTING FREE FLOW OF AIR FROM SOFFITS TO RIDGE VENT, NO EXCEPTIONS.

ALSO INCLUDED IN THIS VENDOR DELIVERY WILL BE TWO (2) GABLE VENTS, STANDARD SIZE, WITH BIRD SCREENING.

ALSO INCLUDED IN THE FURNISHING AND INSTALL OF 'DOUBLE BUBBLE VAPOR BARRIER WRAP' TO COVER TRUSSES BEFORE INSTALLING THE SHEATHING AND SSR ROOF PANELS.

ANY REFERENCE TO STANDARD PBR ROOF PANELS IS HEREBY DELETED AND REPLACED WITH RIBBED STANDING SEAM ROOF, IN CONTINUOUS PANELS, PEAK TO OUTER EDGE, NO JOINTS.

HARDWARE:

THIS L.S. CONTRACT PRICE MUST INCLUDE ALL REQUIRED MOUNTING HARDWARE, CAP SCREWS, NEOPRENE WASHERS, UPLIFT PLATES, POSTS, LUMBER, SKIRT WALL, TAPE, ROOFING, FASCIA, SOFFITS, WHITE GUTTERS, DOWNSPOUTS, MOUNTING HARDWARE FOR ALL PARTS.

BUILDING SHALL BE DELIVERED WITH A FULL 12-INCH EAVE EXTENSION BOTH FRONT AND REAR. **NO** GABLE EXTENSIONS INCLUDED.

DELIVERY PACKAGE SHALL ALSO INCLUDE NEEDED LATERAL, KING-PIN AND DIAGONAL BRACING NEEDED TO OBTAIN LOCAL BUILDING CODE APPROVAL.

ANTICIPATE ATTENDING TWO (2) MEETINGS, ON – SITE, DURING THE 8-WEEK DURATION FOR ERECTION AND ACQUISITION OF LOCAL PERMITS, AT NO EXTRA COST TO THE OWNER.

SUCCESSFUL BIDDER SHALL BE REQUIRED TO MEET ALL SAFETY STANDARDS FOR DELIVERY AND ERECTION, AT NO EXTRA COST TO OWNER.

OWNER AND RE WILL EXAMINE ALL MATERIALS ON DELIVERY DAY; SUCCESSFUL BIDDER SHALL PROVIDE A BILL OF LADEN OUTLAYING ALL PARTS AND MATERIALS, ASSURING OWNER THAT ALL MATERIALS, HARDWARE, SCREWS, WASHERS, UPLIFT PLATS, ETC ARE DELIVERED SATISFACTORILY.

OWNER WILL HOLD 2-PERCENT OF TOTAL CONTRACT PRICE UNTIL AFTER THE ENTIRE BUILDING IS ASSEMBLED AND LOCAL PERMITS ISSUED FOR OCCUPANCY.

FURNISH AND INSTALL ONE ROW OF SNOW GUARDS, FRONT AND BACK. COLOR TO MATCH ROOF.

COMMERCIAL GRADE OVERHEAD DOORS W/ OPENERS:

FURNISH (2) 10'x10' OVERHEAD DOORS, WITH LIFT-MASTER, OR EQUAL, ¾-Hp MOTOR OPERATORS. EACH DOOR SHALL HAVE NO WINDOWS.

THE OVERHEAD DOORS SHALL BE DOUBLE WALL INSULATED COMMERCIAL GRADE DOORS, ALL WHITE, WITH MANUAL CHAINS, ¾-Hp MOTORIZED OPENERS, WITH PUSH BUTTONS AND SAFETY EYES, INSTALLED AND OPERATIONAL.

THE OHD REQUIRES A 'VERTICAL ROLLER SYSTEM, THUS REQUIRING A STRONGER MOTOR AND BELT SYSTEM TO LIFT THE DOORS IN A VERTICAL MANNER SINCE THE FILTER VESSELS ARE 24-FT TALL, THUS PROHIBITING THE TYPICAL HORIZONTAL DOOR ROLLER SYSTEM. MOTORS WILL BE SIDE MOUNT.

SUBMIT DRAWINGS TO OWNER FOR REVIEW OF THE SYSTEM BEFORE ORDERING.

6'x8' ALUMINUM ROLL-UP DOOR INSTALL:

FURNISH AND INSTALL ONE ROLL UP DOOR, MANUAL CHAIN OPERATION ONLY.

154.04 MEASUREMENT AND PAYMENT

MOBILIZATION, DESIGN, CALCULATIONS, PLAN COPIES, ETC. WILL NOT BE MEASURED FOR PAYMENT; SAID COSTS SHOULD BE INCLUDED IN THE LUMP SUM PAY ITEM IN THE PROPOSAL.

COSTS ASSOCIATED WITH DEMOBILIZING FOR 7-DAYS TO ALLOW FOR ELECTRICAL ROUGH-IN, AND THEN RE-MOBILIZING TO COMPLETE THE BATT INSULATION AND BLOWN-IN INSULATION AND INSTALL OF THE INTERIOR METAL WALLS AND METAL CEILING WITH ACCESS HATCH SHOULD BE INCLUDED IN THE L.S. BID PRICE IN THE PROPOSAL.

SECTION 020000 – EXISTING CONDITIONS & LAY-DOWN / DELIVERY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Successful bidder shall be responsible for visiting SITE and work zone before submitting his or her bid. Bidder shall understand the existing conditions; any questions should be directed to the OWNER and ENGINEER a minimum 10-calendar days before Bid Open Date. Visit site before bidding to understand the lay-down areas for Delivery Day.

PART 2 - Lay-down area

- 2.1 The lay-down area must be free and clear of debris or any obstructions that may damage the materials on delivery day.
 - A. Meet with Owner before scheduling delivery and confirm that the laydown area is large enough for the delivery; all materials **MUST** be laid down on dunnage, **NOT** laying directly on the asphalt parking lot surface.
 - B. **DO NOT** allow any wood, posts, framing, trusses to lay down unevenly on ground to allow warping.
 - C. If materials are delivered and laid down improperly, then OWNER will not authorize payment.
 - D. OWNER will not accept any warped poles or purlins, or framing.

END OF SECTION 020000

SECTION 031000 - CONCRETE FORMING AND ACCESSORIES

PART 3 - GENERAL

ALL POSTS SHALL BE EQUIPPED WITH TIE DOWN REBAR PINS THAT WILL BE EMERGED WITHIN THE FRESH POURED CONCRETE READY MIX TO IMPROVE RESISTANCE TO UPLIFT.

CONTRACTOR SHALL FURNISH AND PLACE READY MIX CONCRETE FOR FOOTINGS AS WELL AS THE CONCRETE SIDEWALK REPAIRS REQUIRED ON THE BACK LEFT CORNER OF THE NEW BUILDING. CONCRETE SHALL BE 4000 PSI CLASS B.

END OF SECTION 031000

SECTION 130000 –BUILDING

13.01 RELATED DOCUMENTS

Successful BIDDER shall furnish, design, fabricate, package and deliver ALL MATERIALS REQUIRED TO BUILD a NEW pole barn, denoted below, at 114 Crown Point Road, Westville, NJ:

- A. 25'-6" deep x 40-ft wide x 25-ft side-wall height pole barn, with standard A-Frame Design.
- B. Design, sign, and seal with NJPE Seal, two sets of final building plans, to build a pole barn, fully insulated and sheathed on interior with 28-gauge white painted panels.
- C. Design and certify vertical, lateral, and uplift resistance for a new building to resist a 120-mph wind-load, including certification that proper uplift resistance is included.
- D. Furnish and deliver Double Bubble Vapor Barrier Wrap, on roof;
- E. Building PACKAGE shall include standard A-Frame Trusses, 3:12 pitch, with 1-ft eave extensions with standard white vented soffits. Free air flow in thru the soffits and out the two vents is a MUST. Furnish and install proper blocking panels to keep these areas open for free flow of air.
- F. Furnish 2x4 lumber purlins AND the 15/32" Grade 1 plywood sheathing required to fully support SSR metal 26-Gauge standing seam ribbed roof panels.
- G. Furnish and install all gutters and downspouts; drain down at four corners to grade.
- H. Furnish and install one row on each side of roof, Snow Guards, matching in color.
- I. 25-ft side-wall height shall provide ample vertical clearance for maintaining the already in place filter vessels that have piping and valves as high as 24-ft. DO NOT damage piping and appurtenances when operating in area or on sides.
- J. Any damages to the vessels and piping and valves by Contractor will require repairs at no extra cost to OWNER.
- K. Roof shall be 26-guage Ribbed Standing Seam Roof, standard color chosen by OWNER, with a 50-year material warranty and a 2-year labor warranty.
- L. Furnish and deliver 15/32" Grade 1 plywood sheathing with clips to fully support the new SSR panels; install vapor wrap before placing plywood.
- M. Siding shall be 26-gauge Everlast II Panel, standard color chosen by OWNER, with a 50-year material warranty and 2-year labor warranty. Panel shall be Omni CECI Certified.
- N. Trusses shall be standard No. 1 Southern Yellow Pine, or equal, 27'-6" deep, 24" O.C., 3/12 pitch, snow load shall meet current New Jersey Building Code.

- O.** All poles on sides and rear shall be 4-ply 2x6 glue-laminated, 8-ft on-center.
- P.** FRONT AND SIDES REQUIRE PROPERLY DESIGNED ANCHOR POST BRACKETS WITH WEDGE ANCHORS DESIGNED TO WITHSTAND PULL-OUT AND WIND LOADS.
- Q.** BE PREPARED TO USE MAG-DRILL TO DRILL THRU THE HEAVY REBAR REINFORCEMENT THAT IS DOWN 3-INCHES BELOW THE FINISH SURFACE.
- R.** Along Front elevation, design two (2) 10'X10' Garage Door openings and one (1) 6'X8' aluminum roll-up door, manual operation. Roll up door must be Commercial Grade with minimum 10-year warranty.
- S.** Furnish and install two (2) commercial grade overhead doors, double wall insulated, with Lift-Master ¾-HP motors, push buttons and safety eyes. Must come with manual chain operators too in case of power outage.
- T.** OHD door rollers and carrier system MUST be vertical design, to avoid conflict with the 24-ft tall filter vessels. Use Belt Driven System with larger motors and springs to overcome vertical lift requirement.
- U.** All screws shall be stainless steel with neoprene washers, or Equal.
- V.** Provide ridge vent across top ridge line, 40-ft long.
- W.** Provide two (2) gable vents at both ends, size shall be 24" x 36" with vented slats, and framing / J-channels with bird screens.
- X.** Furnish and install one (1) typical attic access panel, in back left corner.
- Y.** Once shell and roof is done, leave site for 7-days roughly, to allow Owner's Electrician to complete all rough-in work.
- Z.** Return once Electrician is done and permit is approved for finishing walls. Finish all insulation, walls and ceiling, install all metal panels; be ready to cut in holes for Electrical boxes, estimated total holes is 12 times.

PART 1 – SPECIFICATIONS

1.1 STANDARD REQUIREMENTS

- A.** Must meet current IBC 2025 Building Codes.
- B.** Building shall be designed with required lateral, diagonal and king-pin bracing inside the annular space of the truss framing, to meet local building codes and to resist wind-loading at 120-mph wind load.

- C. The electrical work for new building will be done by the OWNER, BUT Building Installer will give ample time to complete rough-in at no extra cost to OWNER.
- D. No plumbing work within this contract.
- E. If any lumber warps or becomes contorted, then Successful Bidder SHALL replace damaged pieces, within 5 days, at no extra cost to OWNER.

1.2 FRAME & WALL REQUIREMENTS

- A. FURNISH RIBBED Standing Seam Roof, with continuous panels ridge to outside edge, for ZERO joints top to bottom. SSR is Exclusive and must be accompanied with plywood as sub-strate before placing SSR.
- B. FURNISH 15/32" PLYWOOD SHEATHING FOR ENTIRE ROOF SURFACE.
- C. FURNISH all required rolls of Double Bubble Vapor Barrier, roof only.
- D. Furnish and deliver **ALL 26 gauge SSR.**
- E. Everlast II siding panels shall be equipped with all needed trims and closures as per the manufacturer to properly seal the sides, top, bottom, corners, and at each door.
- F. Furnish 1" Stainless Steel Cap Screws and neoprene washers for entire project, for use by Owner's Installer.
- G. All Roof and Wall Panel shall carry a 50 year manufacturer's warranty
- H. Siding is manufactured by Everlast Roofing and the product shall be the OMNI series, OR EQUAL.
- I. The OMNI panel has enhanced CECI AZM 110 substrate with activate technology and includes the colorbond paint system. Any substitute shall meet or exceed this technical specification.
- J. All protection, superior resistance to moisture and UV rays, plus flexibility and abrasion resistance.
- K. 26 gauge structural steel shall be Grade 80 produced in conformance with ASTM A792
- L. 2" x 8" PT internal skirt board, 0.60 TREATED, for all sides PLUS Seal Tape, and deliver.
- M. Furnish poles and wood to FRAME OUT two (2) 10'X10' Garage Doors & roll up door.
- N. **ALL INTERIOR METAL CEILING PANELS AND WALLS SHALL BE 28-GAUGE WHITE.**

1.3 FLOOR REQUIREMENTS

- A. **No floor included. Concrete slab is 36-inches thick double reinforced within 3-inches of finish surface. SO, prepare to use MAG-DRILL to set all anchors to secure post brackets into new concrete floor, as shown.**

1.4 FOUNDATION REQUIREMENTS

- A. Front and sides:
 - a. **MUST provide anchor posts with properly designed wedge anchors to secure all post brackets mounted atop the 36-inch deep reinf. Floor, all three sides..**
- B. Rear:

- a. Provide labor and equipment and material to install typical buried posts with concrete footings designed by CONTRACTOR.
- b. At building interface, provide posts and header to span brick building, and secure posts to sides of brick building as well as bury down to 36-inches with ftg.
- C. Back Right Corner Crawl Space:
 - a. Furnish and install extra long posts for back 20-lf of walls since the existing grade is about 36-inches lower than concrete floor where filters sit. End the steel at FFE and install a 2x8 PT skirt board and mount bottom track for metal wall.
 - b. Owner will then finish off the exterior using white PVC lattice to create a crawl space with lumber framing and $\frac{3}{4}$ " plywood floor matching Finish Grade of Concrete Slab.

1.5 TRUSSES:

- 1 Trusses SHALL BE DESIGNED AND CERTIFIED by NJPE for New Jersey, with a design spacing of two feet (2') on center with 3 /12 roof pitch.
- 2 All lumber shall be No. 1 Southern Yellow pine, receipts required at time of shipping.
- 3 Total roof load and wind load to meet NEW JERSEY snow loads, current Code Edition.
- 4 Trusses shall be attached with suitable fasteners to ensure resistance to uplift, and roll protection. Fasteners from trusses to top headers and top plates shall be done using Simpson, OR EQUAL, hurricane clips.
- 5 Successful Bidder shall supply ample Simpson Connectors at time of delivery for use by OWNER's erection crew.
- 6 Bottom chord of all trusses shall be covered with a white painted 26-Ga ceiling panels, using stainless steel cap screws and neoprene washers, 24-inches O.C. spacing.

6.2 ROOF REQUIREMENTS

- A. Roof to be a **26-Gauge SSR Roof Standing Seam RIBBED Panel for exterior use;** 50-year warranty.
- B. Furnish 15/32" plywood sheathing for entire surface of SSR.
- C. Roof must have a ridge vent, to allow added air flow.
- D. Furnish and install White Gutters and Downspouts, four corners.
- E. Furnish and install Snow Guards, front and back, one row each.
- F. Roof shall have 12" eave extension soffit with venting, in white.
- G. HURRICANE CLIPS REQUIRED AT EVERY TRUSS, AT 24-INCH O.C., FRONT AND BACK. Install simpson connectors to satisfy this Code Requirement.
- H. Furnish and install all needed lumber to meet IBC Code and BOCA Code for ***lateral, diagonal bracing, including king-pins***, across the entire roof structure.
- I. Do not ship any warped lumber.
- J. Steel to be attached to purlins by 1" stainless steel cap screws with neoprene washers
- K. Roofing complete with all trims and closures
- L. Roofing to carry a 50 year manufacturer's warranty
- M. Roofing shall be OMNI OR EQUAL, panel with enhanced CECI AZM110 substrate with color bond paint system, OR EQUAL.
- N. Steel shall be primed with corrosion protection, superior resistance to moisture and UV rays, with flexibility and abrasion resistance

- O. Continuous vented ridge, 40-ft long, centered shall be installed.
- P. Gable vents shall be installed as well.

6.3 SNOW GUARDS

Furnish and install snow guards to protect each side of the building. Furnish snow guard strips, clipped to the SSR. Furnish one full row, across entire side of building – both sides. Color of strip shall match roof color selected.

6.4 FURNISH OVERHANG MATERIAL & GUTTERS:

- 1 12" boxed-out vented vinyl soffit eave overhangs to allow for air circulation.
- 2 Furnish and install gutters and soffit – all shall be WHITE.
- 3 Fascia, and rake boards shall have factory bent WHITE painted metal cover.
- 4 Soffits shall be vented.

6.5 DOOR REQUIREMENTS

- A. Furnish two OHDs and one Aluminum Roll-up door, commercial grade.
- B. Submit drawings of doors and mechanisms for Owner approval before ordering.**
- C. Doors must be commercial grade with locking hardware.**

6.6 GABLE VENTS

Furnish and install two (2) framed Gable Vents, 24"x36" or standard size, ready to be installed by the OWNER's carpenters.

Each vent MUST come with a full bird screen.

6.7 2" x 8" INTERNAL PRESSURE TREATED SKIRT BOARD WITH TAPE

Furnish and install 2"x8" pressure treated skirt board along with tape material to properly seal the gap between steel wall panels and the 2x8 skirt board, mounted inside of each post.

6.8 COLORS

Owner shall select a standard color for the roof, soffits, fascia and wall panels, at time of shop drawings. Owner shall be permitted to select up to three (3) separate colors.

All interior panels shall be 28-ga white.

6.9 WINDOW REQUIREMENTS

- A. No windows in this contract.

6.10 ELECTRICAL REQUIREMENTS

- A. OWNER WILL HIRE AND PAY FOR ELECTRICIAN TO DO FULL ROUGH-IN WITHIN THE PRESCRIBED TIME ALLOTTED WHEN BUILDING INSTALLER DE-MOBILIZES.
- B. ONCE ROUGH-IN IS DONE, BUILDING INSTALLER SHALL COME BACK AND FINISH JOB COMPLETELY.
- C. Building installer MUST cut holes for each electrical box before mounting wall and ceiling panels. Estimate a total of TWELVE holes.

6.11 GENERAL REQUIREMENTS

- A. SUCCESSFUL BIDDER SHALL BE REQUIRED TO PREPARE TWO SETS OF SIGNED AND SEALED NJPE CERTIFIED BUILDING PLANS AND SUBMIT SAME TO CODE OFFICIAL TO GET PERMITS. OWNER WILL HAVE REVIEW EXPEDITED.
- B. AT NO EXTRA COST TO OWNER, PROVIDE TWO (2) SETS OF SEALED STRUCTURAL CALCULATIONS FOR LATERAL, DIAGONAL AND VERTICAL LOADS FOR THIS NEW BUILDING, ESPECIALLY ACCOUNTING FOR UPLIFT DUE TO A 120-MPH WIND LOAD IMPOSING EXTREME LOADING.

- C. Billing & Payment:

OWNER will pay up to 90-percent of the total contract price,

ONCE THE BUILDING IS 100-PERCENT COMPLETE A CERTIFICATE OF OCCUPANCY IS ISSUED, THE OWNER WILL RELEASE REMAINDER OF CONTRACT MONIES.

OWNER WILL SUPPLY A TAX EXEMPT CERTIFICATE AT AWARD.

PRIOR TO FINAL BOND RELEASE, ALL WARRANTIES MUST BE SUBMITTED.

END SECTION 130000