

PROJECT MANUAL

Atlantic County Improvement Authority Fit-out
Building 3

NATIONAL AEROSPACE RESEARCH
AND TECHNOLOGY PARK (NARTP)

600 Aviation Research Boulevard
Egg Harbor Township, New Jersey

Project Owner: The Atlantic County Improvement Authority

Project Manager: The Atlantic County Improvement Authority

Bid Package Date: October 11, 2022

Bid Package Due: November 4, 2022

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SECTION A
ADVERTISEMENT FOR BIDS BY
THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY
FOR THE FOLLOWING CONTRACT:

Atlantic County Improvement Authority Fit-out- Building 3
National Aerospace Research and Technology Park
600 Aviation Research Boulevard
Egg Harbor Township, NJ

Notice is hereby given that sealed bids for the above listed Contract will be received by the Atlantic County Improvement Authority on **November 4, 2022** at the hour of **2:00 PM**, at which time bids shall be publicly opened and read in the Thunder Room, Building 3, 600 Aviation Research Blvd., Egg Harbor Township, NJ 08234.

The project involves the limited fit-out of approximately 2500 SF of office space.

Each bid when submitted shall be accompanied by a Bid Bond drawn to the order of the Atlantic County Improvement Authority, on the form furnished with the Bid Forms and other Contract Documents, for a sum of ten (10) percent of the total bid amount (said Bid Bond not to exceed \$20,000). Each bid shall also be accompanied by such other documents and information as are required by the Bid Documents.

Bids shall be on a total lump sum basis for the base contract as listed in the Form of Proposal listed on Page C-1 of the Project Manual.

Bidders are required to comply with the laws and regulations of the State of New Jersey pertaining to construction projects, including, but not limited to the following: N.J.S.A. 10:5-31 and N.J.A.C. 17:27, "Law Against Discrimination"; N.J.S.A. 52:25-24.2 "An Act Requiring the Reporting of the Names and Addresses of Shareholders or Partners owning over Ten Percent (10%) of an Enterprise"; ,” N.J.S.A. 34:11-56.25 et seq., "Prevailing Wage Act"; N.J.S.A. 52:32-44 “Business Registration Act”; N.J.S.A. 19:44 A-20.4 et. seq., New Jersey Local Unit “Pay to Play” Law; and all amendments thereof.

Bidders must submit with their bids the non-collusion affidavit contained in the contract documents.

Prevailing wages established under the New Jersey Prevailing Wage Act will apply to this contract. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, and nondiscrimination in hiring practices.

A Pre-bid conference will be held at **10:00 AM on October 18, 2022**, at 600 Aviation Research Blvd., Egg Harbor Township, NJ.

Electronic Bid Documents for the above listed Contract can be obtained by contacting Atlantic County Improvement Authority at 609-343-2390.

The Atlantic County Improvement Authority reserves the right to reject any or all bids.

John C. Lamey Jr., Executive Director
Atlantic County Improvement Authority
www.atlanticcountyimprovementauthority.org

SECTION B

INSTRUCTIONS TO BIDDERS

A. BIDS

1. Sealed bids for Contract – **ACIA Fit-out- Building 2, NARTP, Egg Harbor Township, NJ**, submitted on the Bid Form attached hereto, in accordance with the information specifically set forth in the specifications, will be received by the Atlantic County Improvement Authority (hereinafter called "ACIA") per instructions given in this document. The project involves the limited fit-out of approximately 2500 SF of office space including but not limited to construction of 1 new office and 1 storage room, 2 storefronts (doors with sidelights), electric for partitioned office areas
2. It is anticipated that the work under this Contract will be completed in accordance with the time stipulated in the Contract Documents. Bidder shall supply all necessary manpower, and equipment, services, and everything else necessary to complete this work in accordance with the stipulated time. Bidder's Total Lump Sum Price shall be based on the Bidder staffing the work in order to meet this schedule.
3. The bid proposals based upon these Bidding Documents shall be held as made with full knowledge of conditions and requirements. Bidders are required to visit the project site prior to time of submitting proposals for work herein described, and thoroughly inspect the conditions under which the Contract is to be executed.
4. The award of the contract will be based upon the lowest responsive bid.
5. Allowance contingency–
The ACIA will determine an allowance (contingency), equal to ten (10%) percent of the lowest, responsible awarded base bid, that will be added to, and awarded with the base bid. This allowance shall be set aside to pay for items that are unforeseen or additional work not in the specifications or shown on the drawings, as allowed under applicable change order laws and regulations.. **Before any work is to start under this category of allowance, it shall be approved in writing by the Atlantic County Improvement Authority after consultation with Atlantic County (or its designee). No payment shall be made for any work performed without the indicated written approval.**
6. Any correction of any entry made on the Form of Proposal shall be initialed by the party thereto. If a Bidder discovers he has made an error in submitting his bid, he may submit a correction in a sealed envelope delivered to the place indicated in the Bid Form provided that any and all corrections are received by the ACIA prior to the time of the opening of Bids. No alterations or corrections will be allowed after Bids are opened.
7. Any Bidder who submits a Bid for this undertaking agrees, by the making of said Bid, that ACIA has sixty (60) days after the submission of Bids either to make an award to the lowest responsible Bidder or to reject any or all Bids.

8. ACIA may reject any or all Bids based on the reasons enumerated in N.J.S.A. 40A:11-13.2 for any of the following reasons:
 - a) The lowest bid substantially exceeds the cost estimates for the goods and services;
 - b) The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
 - c) The governing body of the contracting unit decides to abandon the project for provision or performance of the goods and services;
 - d) The contracting unit wants to substantially revise the specifications for the goods and services;
 - e) The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
 - f) The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40:11-2)
9. The ACIA reserves the right, prior to the above cited date for the receipt of Bids, to postpone the date for Bid receipt, expand or reduce the scope of the project, and/or otherwise amend the Bidding Documents in the interest of the ACIA and the public in accordance with applicable law. Any addenda shall be issued in compliance with N.J.S.A. 40A:11-23(c) and paragraph H pages B-4 of the Project Manual.

B. SUBMITTING BIDS

1. The following shall be submitted and be part of the Bid:
 - (a) The Bid Bond and Agreement of Surety (preferably in separate envelope and attached to the outside of the envelope containing the bid submission);
 - (b) Statement of Ownership in compliance with N.J.S.A. 52:25-24.2; (see Section C - Form of Proposal);
 - (c) A completed form identifying subcontractors in specialty trade categories (see Section C of the Project Manual, Page C-5);
 - (d) Bidders acknowledgement of receipt of any notice(s) or revision(s) or addenda to any advertisement, specifications or bid documents.
 - (e) Fully Completed, Form of Proposal

Failure to include items (a) through (e) above in a bid submission shall be deemed a material and non-waivable defect and the bid will be rejected as non-responsive.

2. Agreement of Surety and Bid Bond when submitted shall contain an Affidavit of Surety's Attorney-in-fact and a Financial Statement. These documents shall be submitted in a separate sealed envelope and attached to the sealed envelope containing the Bid submission.
3. No Bid will be received or considered unless accompanied by a Bid Bond
Section B-Instructions to Bidders - Page B-2

satisfactory to ACIA, on the form furnished herein, for the sum of ten percent (10%) of the total price Bid for the Contract (said Bid Bond not to exceed \$20,000). The Bid Bond is to be provided by a Surety Company authorized to do business in New Jersey, and is to be contained in a separate sealed envelope and attached to the envelope containing the Bid.

4. A Bid submitted by an individual shall be signed personally; a Bid submitted by a partnership shall be signed by one or more of the partners; a Bid submitted by a corporation shall be signed by an officer of the corporation authorized to sign Bids and the seal of the corporation shall be affixed.
5. A Bidder may request withdrawal of a bid pursuant to NJSA 40:11-23.3, due to a mistake on the part of the bidder, within five (5) business days after a bid opening.

C. AUTHORIZATION TO DO BUSINESS IN NEW JERSEY

Corporate Bidders not incorporated in the State of New Jersey shall submit with their Bid a certificate from the office of the Secretary of the State of New Jersey certifying that said corporation is authorized to transact business in the State of New Jersey. All bidders not residents of New Jersey shall designate a proper agent in the State of New Jersey on whom service can be made in the event of litigation, which designation shall be shown by a written statement accompanying the Bid duly executed by the Bidder, or submitted on request prior to award. Such designation shall be irrevocable until final completion of the Contract.

D. ALL BIDDERS ARE SUBJECT TO

All Bidders are subject to various statutory and regulatory provisions of New Jersey and Federal Laws, including but not limited to: New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25); Law Against Discrimination and Affirmative Action Rules (N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27); New Jersey Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.); Surety Companies Authorization to do Business in New Jersey (N.J.S.A. 17:31-5); Standard for Sureties (N.J.S.A. 2A:44-143a and 143b); Statement of Ownership (N.J.S.A. 52:25-24.2); Municipal Mechanics Lien Law (N.J.S.A. 2A:44-125 et seq.); Use of American goods and products wherever available (N.J.S.A. 40A:11-18); Public Works Contractor Registration Act, (N.J.S.A. 34:11-56.48 et seq.); New Jersey Local Unit "Pay To Play" Law (N.J.S.A. 19:44 A – 20.4 et seq.) ;

E. BIDDER'S QUALIFICATIONS

1. The ACIA and/or the Architect may, in accordance with applicable law, make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as the ACIA or the Architect may request.

F. OBLIGATION OF BIDDER

1. At the time of the opening of bids, each Bidder will be presumed to have inspected

the project site and to have read and to be thoroughly familiar with the Bidding Documents (including all addenda). The failure or omission of any Bidder to inspect the site, or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation with respect to the bid.

G. PERFORMANCE OF SPECIALTY TRADE WORK

1. In the event a Bidder will be required to furnish (1) plumbing and gas fitting and kindred work; (2) steam power plants, steam and hot water heating and ventilating apparatus and kindred work; (3) electrical work; and/or (4) structural steel and ornamental iron work, the Bidder must complete all of the sections on Page C-5 of the Form of Proposal in order to provide the required information demonstrating that either its subcontractors, its own employees or the bidder himself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract. The completed Page C-5 must be submitted with the Bidder's bid.

H. ADDENDA & INTERPRETATIONS

1. No interpretation of the meaning of the Bidding Documents will be made to any Bidder orally.
2. Every request for interpretation or product substitution shall be in writing and addressed to the Owner.
3. For directing written questions related to this project, the following address shall be used:

ATLANTIC COUNTY IMPROVEMENT AUTHORITY
1333 Atlantic Avenue, Suite 700
Atlantic City, NJ 08330

Attn: Timothy D. Edmunds, Director of Projects
Fax No. (609) 343-2188 / Telephone No. (609) 343-2390
Email: edmunds_timothy@aclink.org

4. Addenda will be issued pursuant to NJSA 40A:11-23(c)

I. NOTICE OF AWARD/EXECUTION OF CONTRACT

The Bidder to whom a Notice of Award has been made shall within fourteen (14) calendar days of receipt thereof:

1. Execute and deliver to the ACIA one (1) copy of the Contract.
2. Furnish and deliver the Performance-Payment Bond in one (1) copy on the form enclosed herein below. The Bond shall be in a sum of not less than the total amount bid for the work. In the event of insolvency of the Surety, the Contractor shall forthwith furnish and maintain other surety satisfactory to the ACIA. The Performance-Payment Bond when submitted shall contain an Affidavit of Surety's Attorney-in-fact and a Financial Statement. The costs of Bonds shall be borne by the respective Contractor.
3. Furnish satisfactory evidence of the required insurance as set forth in the General Conditions and Supplementary Conditions included within this Project Manual.

J. FAILURE TO COMPLY

1. Failure by a Bidder to whom a Notice of Award has been delivered to comply with the provisions herein above stated in the manner and within the time provided shall be just cause for annulment of the award.
2. It is understood and agreed by said Bidder that if the award is so annulled, the Bid Bond shall be forfeited in accordance with the provisions thereof.

K. EEO/AFFIRMATIVE ACTION

1. Bidders are required to adhere to the requirements of Section J – EEO/Affirmative Action Compliance of this Project Manual.

L. ANTIDISCRIMINATION PROVISIONS

1. Antidiscrimination provisions. Every Contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the Contractor agrees that:
 - a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
 - b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - c. There may be deducted from the amount payable to the Contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract; and
 - d. This Contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the Contract.

M. OBLIGATIONS OF THE SUCCESSFUL BIDDER

1. The successful Bidder (hereinafter called "Contractor") is to provide all materials, plant, tools and machinery and labor to fully and in a thoroughly workmanlike manner entirely complete the work in accordance with the Contract Documents. The

Contractor agrees that he will make no claims and has no right to additional payment or extension of time for completion of the work or any other consideration because of any failure on his part to fully acquaint himself with all conditions relating to the work.

2. The Contractor is to verify all existing conditions at the location of the work. The Total Lump Sum Price bid is to include and cover all materials and labor necessary to furnish in a workmanlike manner, the Work completed in every detail notwithstanding that every item necessarily involved may not be particularly mentioned in the Plans and Specifications. The Contractor will be responsible in the execution of his work, for protecting all existing structures, public or private.
3. The Contractor shall indemnify and save and keep harmless, the ACIA, and Atlantic County from and against any or all losses, cost damage, claim expense or liability whatsoever, due to accident or injury to person or property of others occurring in connection with the Contractor's execution of the Work of this Contract.
4. The Contractor shall secure and pay for any and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work which are customarily secured after execution of the Contract and which are legally required at the time bids are received.
5. The successful Contractor will be required to coordinate with the ACIA the overall project scheduling and on site coordination. As per the Specifications the Contractor shall coordinate the work of this Contract with and around work performed at the Project site by others as part of separate contracts (if any).
6. The successful Contractors shall provide the Atlantic County Improvement Authority its Federal Identification Number (FIN) and those of all subcontractors prior to the issuance of a Notice of Award by the Authority.
7. The Contractor is advised that starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to NJSA 19:44-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532
8. If the successful Contractor makes the lowest bid for the contract by at least 10% under the amount of the next lowest bid, prior to award, the successful Contractor shall certify to ACIA that New Jersey Prevailing Wage rates shall be paid in performing the work. If the successful Contractor does not provide the certification on the form prescribed in this Project Manual, ACIA shall award to the next lowest responsible and responsive bidder

N. LABOR & WAGE RATES

1. Wage rates to be paid on this project shall be New Jersey Prevailing Wage determinations per trade. In the event of Contractor or any of his subcontractors engaged in work on the Project has or is paying workmen in their employ wages less than these rates the ACIA shall have the right:
 - (a) To withhold from the Contractor so much of accrued payments as may be considered necessary by the ACIA to pay workmen employed by the Contractor or any

subcontractor on the work and the difference between the rates of wages required by the Contractor to be paid to such workmen employed by the Contractor or any Subcontractor on the work and the wages actually received by such workmen; or

- (b) To terminate by written notice the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages. ACIA may in such event prosecute the work to completion by means it deems appropriate and the Contractor and its surety shall be liable to the ACIA for any wages occasioned the ACIA thereby.
2. Although the wage rates are the minimum hourly rates required by the specifications to be paid during the life of the Contract, it is the responsibility of the Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of wage rates.
3. No increase in Contract Price shall be allowed or authorized on account of payment of wage rates in excess of those stated in the New Jersey Prevailing Wage Act.
4. The Determination of the New Jersey Wage and Hour or other Documents specifying the New Jersey prevailing rates are part of the Contract Documents (see Section N).
5. Any contractor or subcontractor which bids on or engages in any contract for public work which is subject to the provisions of the New Jersey Prevailing Wage Act must be registered with the New Jersey Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) N.J.S.A. 34:11-56.48 et seq. at the time the bid is made.
6. The BIDDER will be required to submit evidence of appropriate EEO/Affirmative Action Compliance per N.J.S.A. 10:5-31 and N.J.A.C. 17:27. See Section J of this Project Manual
7. Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project; that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, age, color, religion, sex, ancestry, national origin, marital status, affectional or sexual orientation, gender identity or expression and disability; that a mandatory ratio of apprentices and trainees to journeymen is required in each craft and the Contractor (and any subcontractors) is obliged to make a "diligent effort" to achieve these ratios; and that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and must to the greatest extent feasible utilize project area businesses located in or owned in substantial part by project area residents.
8. The CONTRACTOR shall, in addition to the foregoing signs, provide all other signs in accordance with detailed instructions as required when any other Federal and/or State grants are involved in the project. The CONTRACTOR shall protect and maintain the signs in good condition throughout the life of the project.

O. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

1. The Contractor shall provide ACIA with the business registration of the contractor and that of any named subcontractor prior to the time a contract is awarded or authorized. No contract with a subcontractor shall be entered in to by any contractor unless the subcontractor first provide the contractor with proof of a valid business registration.

2. During the term of the Contract, the Contractor shall maintain and submit to ACIA a list of subcontractors and their addresses that may be updated from time to time. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.
3. For the term of the Contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State.
4. A business organization that fails to provide a copy of a business registration as required pursuant to N.J.S.A. 52:32-44 or subsection e of section N.J.S.A. 5:12-92, or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

END OF SECTION

SECTION C
FORM OF PROPOSAL

TO: ATLANTIC COUNTY IMPROVEMENT AUTHORITY

With regard to the Contract for:

ACIA Fit-out

NARTP

Egg Harbor Township, New Jersey

The undersigned, on behalf of the Bidder, _____, hereby declares that he/she:

- I. is thoroughly familiar with the provisions of the Bidding Documents and conditions at the site;
- II. has the equipment, technical ability, personnel, and facilities to properly complete the Contract, should it be awarded to Bidder, in accordance with the Contract Documents;
- III. is of the opinion that the Contract Documents are appropriate and adequate for the construction of this Project.

PROPOSAL FORM

ACIA Fit-out

NARTP

Egg Harbor Township, N.J.

The undersigned, having read the Advertisement for Bids, the Instructions to Bidders, the Form of Agreement, the General Conditions, the Supplementary Conditions, the Specifications and Drawings, and having visited the site as existing, hereby agrees that the Bidder shall furnish and perform all work required by or reasonably inferred from the Contract Documents to complete the Demolition Contract.

ACIA Fit-out

Lump Sum	\$ _____
Allowance 10%	\$ _____
Total:	\$ _____

Allowance contingency–

The ACIA will determine an allowance (contingency), equal to ten (10%) percent of the lowest, responsive, awarded base bid and alternates. This allowance shall be set aside to pay for items that are unforeseen or additional work, as allowed under applicable law, which is not in the specifications or shown on the drawings. Before any work is to start under this category of allowance, it shall be approved in writing by the Atlantic County Improvement Authority after consultation with the Cape May County (or his designee). No payment shall be made for any work performed without the indicated written approval.

COMPLETION DATE: WITHIN 30 DAYS FROM NOTICE TO PROCEED

ADDENDA: The Bidder acknowledges receipt of the following Addenda. If no Addenda issued, mark N/A

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

Bid Bond and Agreement of Surety from _____
(Name of Surety)

is accomplished herewith and made a part of this Proposal.

The successful Bidder will be asked to provide a schedule of values at the earliest date but no later than ten (10) business days before the date scheduled for submittal of the initial Application for Payment.

**Information Regarding Subcontractors in
Specialty Trade Categories**

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories set forth below shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the specialty trade categories set forth below through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

1. Plumbing & Gas Fitting and all Kindred Work:
Name: _____
Address: _____
License Number: _____
2. Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and All Kindred Work:
Name: _____
Address: _____
License Number: _____
3. Electrical Work:
Name: _____
Address: _____
License Number: _____
4. Structural Steel and Ornamental Iron Work
Name: _____
Address: _____
License Number: _____

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

DISCLOSURE OF OWNERSHIP STATEMENT

Every corporation and/or partnership submitting a bid on public work is required by N.J.S.A. 52:25-24.2 to list the names and addresses of all stockholders and/or partners, membership/LLC who own ten per cent (10%) or more of any class of stock in the corporation or interest in the partnership, members/LLC. If there are no such stockholders or partners, members/LLC so state by indicating "NONE".

FULL NAME OF ENTITY: _____

LEGAL STATUS (CORPORATION, PARTNERSHIP, OTHER): _____

STATE OF CREATION OR INCORPORATION: _____

FEDERAL ID NUMBER: _____

PRINCIPAL BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

NAMES AND ADDRESSES OF PERSONS OR ENTITIES HOLDING GREATER THAN 10% INTEREST:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that the above list is complete. If one or more of the above is itself a business entity, I have annexed hereto the names and addresses of all persons or entities owning a 10% or greater interest therein. This disclosure shall continue until all individuals (non-business entities) owning 10% or more interest in any of the business entities disclosed herein have been listed.

CHECK HERE IF ADDITIONAL SHEETS ARE ATTACHED: ___ NUMBER OF SHEETS: _____

I certify that the foregoing statements made by me are true and that I am aware that if any statement made herein is willfully false I am subject to punishment.

Dated:

SIGNATURE

PRINT NAME AND TITLE

BID DOCUMENT SUBMISSION CHECKLIST
ATLANTIC COUNTY IMPROVEMENT AUTHORITY
(Name of Local Contracting Unit)

ACIA Fit-out- Building 3
NARTP

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.

<u>Required With</u> <u>Submission of Bid</u> (Owner's check marks)		<u>Initial Each Item</u> <u>Submitted With Bid</u> (Bidder's initials)
X	A bid guarantee (bond) as required by <u>N.J.S.A.</u> 40A:11-21	
X	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22	
X	Ownership Disclosure Form, pursuant to <u>N.J.S.A.</u> 52:25-24.2 Page C-4	
X	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement , specifications or bid document(s) (Page C-2)	
X	Information Regarding Subcontractors in Specialty Trade Categories, Page C-3	
X	Fully completed pages C-1 through C-5, Proposal Form	

B. The following documents listed in Part B of the checklist are not required with the bid, but will be required prior to award. Bidders are encouraged to submit with bid (N.J.S.A. 40A:11-23.1b)

<u>Required With</u> <u>Submission of Bid</u> (Owner's check marks)		<u>Initial Each Item</u> <u>Submitted With Bid</u> (Bidder's initials)
X	Bidder's Certificate of Resolution (Page J-1)	
X	Certificate of Non-Debarment (Page I-1)	
	Non-Collusion Affidavit (this form must be Notarized) (Page H-1)	
X	Copy of Certificate of Registration pursuant to the Public Works Contractor Registration Act (PWCRA) NJSA 34:11- 56.48 et seq. (Bidder and all subcontractors named on Page C-6 of the Form of Proposal).	
X	Copy of State of New Jersey Business Registration Certificate, pursuant to N.J.S.A. 52:32-44 (Bidder and all subcontractors named on Page C-3 of the Form of Proposal).	
X	Required Evidence EEO/Affirmative Action Regulations Questionnaire (K-1 to K-5)	
X	Disclosure of Investment Activities in Iran Statement (L-1 to L-2)	

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

Name of Bidder: _____
By Authorized Representative: _____
Signature: _____
Print Name and Title: _____
Date: _____

SECTION D

BONDS

BID BOND

A person bidding on this contract shall furnish a guarantee as provided for herein. The guarantee shall be payable to the Atlantic County Improvement Authority so that if the contract is awarded to the bidder, the bidder will enter into a contract therefore and will furnish any performance bond or other security required as a guarantee or indemnification. The guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00, and may be given, at the option of the bidder, by certified check, cashier's check or bid bond.

PAYMENT AND PERFORMANCE BOND

A person bidding on this contract shall furnish a certificate from a surety company stating that it will provide the contractor with a bond equal to the amount of the bid.

This certificate shall be obtained for a bond for the faithful performance of all provisions of the specifications relating to the performance of the contract.

The Bid Bond and Agreement of Surety shall contain an Affidavit of Surety's Attorney-in-fact.

STANDARDS FOR SURETY BOND COMPANIES

Bonds must be obtained from companies listed in OMB Circular 570, <http://www.fms.treas.gov/c570/c570a-z.html#n>.

All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or N.J.S.A. 17:17-7, whichever is applicable, at the time the invitation to bid is issued. A Financial Statement must be submitted.

All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, regardless of project cost, pursuant to N.J.S.A. 2A:44-143d.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 eq. seq., as applicable.

Your Surety must fill out the attached Surety Disclosure Statement and Certification.

The Agreement of Surety, Bid Bond (or certified check or cashier's check), Affidavit of Surety's Attorney-in-fact, Surety's Financial Statement and Surety Disclosure Statement and Certification must all be submitted in a separate sealed envelope and attached to the sealed envelope containing the Bid submission.

SECTION D

AGREEMENT OF SURETY

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable considerations,

herein called the Company, consents and agrees that if the contract for the **ACIA Fit-out- Building 3 NARTP, Egg Harbor Township, NJ**

for which the preceding proposal is made be awarded to

of _____, herein called the Bidder, the Company will become bound as surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such contract when notified or awarded then the Company will pay to

_____ , herein called the Oblige 10% of the bid, but not in excess of \$20,000

Signed, sealed and dated

Surety:

By:

SECTION D

THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY
ATLANTIC CITY, NEW JERSEY

BID BOND (NOT REQUIRED TO EXCEED \$20,000)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as PRINCIPAL; and _____

as SURETY, are hereby held and firmly bound unto the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, a public body, corporate and politic, organized and existing under an act of the Legislature of the State of New Jersey, in the penal sum of _____ Dollars and _____ Cents (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, two thousand fourteen.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH that whereas the Principal has submitted to the ATLANTIC COUNTY IMPROVEMENT AUTHORITY a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing with the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, entitled – **ACIA Fit-out- Building 3, Egg Harbor Township, NJ.**

NOW, THEREFORE,

(a) If said Bid shall be rejected by the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, or in the alternative,

(b) If said Bid shall be accepted by the ATLANTIC COUNTY IMPROVEMENT AUTHORITY, and the Principal shall execute and deliver the Contract Agreement in the form attached hereto (properly completed in accordance with said Bid) and shall furnish the required bond for the 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 enter into the agreement created by the acceptance of said Bid, within the stipulated time, 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 an extension of the time within which the ATLANTIC COUNTY IMPROVEMENT AUTHORITY may accept such Bid; and said Surety does hereby waive notice of any such extension.

SECTION D

There shall be no liability on the part of the Principal or Surety under this Bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety, in case it arranges for completion of the contract upon default of the Principal, strictly in accordance with the terms of said contract as to payments and shall perform all the other obligations required to be performed under said contract at the time and in the manner therein set forth.

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

WITNESS OR ATTEST:

PRINCIPAL

WITNESS OR ATTEST:

SURETY

SECTION D

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

- (1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as part of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, ___ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountant that shall have certified those amounts):
- (3)
 - (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):
 - (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is a follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):
- (4) The amount of the bond to which this statement and certification is attached is \$ _____.
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items(3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:
 - (a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

_____ and;

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B- 1 et seq.) and any applicable regulations in effect as of the

SECTION D

date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

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

I (_____ name of agent _____), as (_____ title of agent _____), for

(_____ name of surety _____), a corporation / mutual insurance company / other (circle one),

domiciled in (_____ state of domicile _____), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

(Signature of certifying agent)

(Title of certifying agent)

(Printed name of certifying agent)

END OF SECTION

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2022, BETWEEN THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY hereinafter referred to as “AUTHORITY” and _____ hereinafter referred to as “CONTRACTOR”.

WHEREAS, the AUTHORITY desires to engage the services of the CONTRACTOR to perform various services for the AUTHORITY as hereinafter provided, and

WHEREAS, the CONTRACTOR has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES AND CONTRACT DOCUMENTS

A. SCOPE OF SERVICES: CONTRACTOR shall provide to the AUTHORITY the following service: ACIA Fit-out- Building 3, NARTP, Egg Harbor, NJ.

All services shall be provided in strict accordance with the requirements and or representations set forth in one or more of the following applicable documents, as checked herein:

_____ The Request for Proposals, Bid Specifications and Project Manual issued by the AUTHORITY (Exhibit A)

_____ The Proposal Form or Bid, Executed by the CONTRACTOR (Exhibit B)

_____ Supplemental Scope of Services statement (Exhibit C)

In the event of any inconsistencies between the documents the language of this Agreement shall prevail, and the language of the other documents shall be deemed to have the following priority: Exhibit A, Exhibit C, Exhibit B.

B. CONTRACT DOCUMENTS: The Exhibits and Appendices to the Agreement listed below shall constitute integral parts of this Agreement and are hereby incorporated herein in their entirety, unless any portions thereof have been deleted or modified. These documents collectively shall constitute the Agreement between the parties.

- | | |
|--|--------------------------------------|
| ___ Exhibit A (RFP, Bid Specifications,
and Project Manual) | _____Appendix 1 (Affirmative Action) |
| ___ Exhibit B (Proposal Form) | _____Appendix 2 (Insurance) |
| ___ Exhibit C (Supplemental Scope of Services) | |
| ___ Exhibit D (Resolution) | |

ARTICLE II: PAYMENT

A. AMOUNT, RATE, TIME & MANNER: In accordance with the authorization granted by Resolution adopted by the Board of Commissioners of the AUTHORITY on 2022 , (a copy of which is attached hereto as “Exhibit D “) the CONTRACTOR shall be compensated in an amount not to exceed \$ in full consideration of all services performed under this Agreement. This figure is comprised of your total base bid of ___ plus the stipulated 10% contingency allowance. The time, rate and manner of payment shall be as listed in Article 9 Payments and Completion in the General Conditions of the Project Manual.

B. CHANGE IN AMOUNT: Any changes to the maximum compensation specified in Article II(A) shall only be effective if such additional compensation is expressly authorized by an amendatory resolution duly adopted by the Board of Commissioners of the AUTHORITY. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, CONTRACTOR understands that CONTRACTOR shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in Article II(A) unless additional compensation is expressly authorized by resolution.

C. SATISFACTORY PERFORMANCE: It is the exclusive right of the AUTHORITY to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by CONTRACTOR.

D. DOCUMENTATION: Payment shall be made only upon submission by the CONTRACTOR of the required executed standard AUTHORITY invoice, a bill on CONTRACTOR’S letterhead and any other documents deemed necessary by the AUTHORITY.

E. RIGHT TO AUDIT: CONTRACTOR agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. CONTRACTOR agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The CONTRACTOR also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. CONTRACTOR agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the AUTHORITY. Said records shall be kept for a minimum of three (3) years after expiration of the contract term.

ARTICLE III: TERM

A. **DATES:** The date of commencement of the Work shall be the date upon which this Agreement is fully executed unless a different date is specified within Exhibit A or provision is made for the date to be fixed in the Notice to Proceed issued by the Authority.

B. **COMPLETION:** The CONTRACTOR shall complete the performance of services under this contract by the contract expiration date and/or in accordance with any completion schedules set forth in Exhibits A & B.

C. **EXTENSIONS:** The Executive Director of the AUTHORITY or his designee may extend the time for completion specified by Article III(B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

D. **TIME OF THE ESSENCE:** The time limits for the performance and completion of services are **of the essence** of this Contract. Expedient performance and completion of the specified services are essential for the AUTHORITY's public purposes. The CONTRACTOR shall keep the AUTHORITY informed of the CONTRACTOR's progress and any updates or changes that may impact the project schedule. If changes in the project schedule are required, due to changes in the work, unforeseen conditions, or similar causes that are beyond the control of the CONTRACTOR, a revised project schedule shall be provided by the CONTRACTOR for AUTHORITY review and approval under Section III C.

ARTICLE IV: GENERAL PROVISIONS

A. **INDEPENDENT CONTRACTOR:** The CONTRACTOR'S status shall be that of an independent principal and not as agent or employee of the AUTHORITY.

B. **AUTHORITY NOT RESPONSIBLE FOR CONTROL OF CONTRACTOR'S MEANS AND METHODS:** The AUTHORITY shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the AUTHORITY shall not be responsible for the CONTRACTOR's failure to carry out the Work in accordance with this Contract, and in accordance with all applicable laws and prudent industry practices. Further, the AUTHORITY shall not be responsible in any way for the acts or omissions of the CONTRACTOR, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

C. **CONTRACTOR'S WORKFORCE:** The CONTRACTOR shall furnish all materials, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a professional and acceptable manner within the time stipulated set forth in the Contract Documents. If necessary, the CONTRACTOR shall increase said workforce and resources to complete the Project within the time schedule and performance requirements set forth in the Contract Documents.

D. AUTHORITY REVIEW OF THE CONTRACTOR'S WORK: The CONTRACTOR shall cooperate with the AUTHORITY's efforts to ascertain whether the work complies with the requirements and intentions of this Contract. Any such review or inspection, along with any resulting comments, recommendations, requirements, changes or directives made or issued by the AUTHORITY shall not relieve the CONTRACTOR of any of its obligations to fulfill this Contract as herein required, and shall not make the AUTHORITY responsible for the CONTRACTOR'S performance or failure to perform any of its obligations under the Contract.

E. CONTRACTOR'S DUTY TO PERFORM: The CONTRACTOR'S obligation to perform and complete the work and provide all Services in accordance with this Contract shall be absolute. Observations made by the AUTHORITY, recommendation of any progress or final payment by the AUTHORITY, and any determination that work appears to be substantially completed or any payment by AUTHORITY to the CONTRACTOR under the Contract; or any use of or reliance upon the work or any part thereof by the AUTHORITY, shall not act as a waiver or release of the CONTRACTOR'S duties provide all services in accordance with the requirements of this contract.

F. COMPLIANCE WITH ALL LAWS: The CONTRACTOR's provision of all materials and goods, and the performance of all work and services required of the CONTRACTOR hereunder shall be provided and performed by the CONTRACTOR in accordance with all applicable Federal, State, County and municipal ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the CONTRACTOR's performance shall apply as if set forth in full herein. The CONTRACTOR warrants and represents to the AUTHORITY that it is familiar with, and shall comply with all of the statutes, ordinances, rules, regulations and ordinances that are applicable to the CONTRACTOR's performance under this Contract.

G. GOVERNING LAWS: This Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey, and any litigation brought by the parties arising out of this Agreement shall be brought only in the Superior Court, and venued in Cape May County and the CONTRACTOR hereby voluntarily submits to the jurisdiction of said court.

H. OWNERSHIP OF CONTRACT DOCUMENTS: All materials, information, reports, drawings, plans or other documents which have been paid for by the AUTHORITY remain the property of the AUTHORITY and may be utilized for any AUTHORITY purpose. CONTRACTOR waives and relinquishes all patent, copyright, or other intellectual property rights, whether statutory or common law, in said reports or work products. Any drawing or specification or other information relating to this project, prepared under contract to the AUTHORITY cannot be used for any other project without explicit written permission of the AUTHORITY.

I. MODIFICATIONS: This Agreement may not be altered, modified or rescinded orally, but any written changes agreed upon and executed by both parties may be incorporated into this Agreement.

J. SUBCONTRACTING: The CONTRACTOR shall be the party solely and fully responsible to the AUTHORITY for the performance of all requirements of the contract documents, at all times and in all respects. The CONTRACTOR shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the AUTHORITY without first securing written approval of the AUTHORITY, except to the extent that any assignment, subletting or transfer is mandated by law. Any such written approval by the AUTHORITY shall be based upon the CONTRACTOR's written request for such approval accompanied by the CONTRACTOR's submission of proof, to the AUTHORITY's satisfaction, that the proposed Subcontract or other transfer shall not result in an impairment or reduction in services provided to the AUTHORITY, or result in a diminishing of the CONTRACTOR's obligations hereunder, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the AUTHORITY as set forth herein. If a subcontract or other assignment is authorized by the AUTHORITY, the assignee or subcontractor shall enter into a supplement to this agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. In addition, the CONTRACTOR shall be solely responsible for making payments to its all subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

The CONTRACTOR is hereby bound and the partners, successors, executors, administrators and legal representatives of the CONTRACTOR and the assigns of the CONTRACTOR are hereby bound to this agreement and to the AUTHORITY in respect of all covenants, agreements and obligations of this agreement. Nothing under this agreement shall be construed to give any rights or benefits in this agreement to anyone other than the AUTHORITY and the CONTRACTOR, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the AUTHORITY and CONTRACTOR and not for the benefit of any other party.

K. ASSIGNMENT FOR THE BENEFIT OF CREDITORS: The CONTRACTOR shall not assign or transfer any payment or payments which may accrue hereunder, and shall not assign or transfer its rights, title or interests in this contract to any creditor, lien or judgment holder or other third party.

L. WAIVER: The failure to enforce any of the terms and conditions of this Agreement by either of the parties hereto shall not be deemed a waiver of any other right or privilege under this Agreement or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or non-fulfillment of any obligation of any other party hereto. In order for there to be a waiver of any term or condition of this Agreement, such waiver must be in writing and signed by the party making the waiver.

M. SEVERABILITY: Should any provision to this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of the Agreement.

N. **CAPTIONS:** The captions herein are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or affect any of the terms or provisions hereof.

ARTICLE V: WARRANTIES

A. **NON SOLICITATION:** The undersigned does hereby warrant and represent that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any AUTHORITY employees, officers or officials.

B. **QUALIFICATIONS:** The CONTRACTOR does hereby warrant and represent that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

C. **ABILITY TO PERFORM:** The CONTRACTOR does hereby represent that it is ready, willing and able to perform all services in the timeframe and as required by this Agreement, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of said services within the State of New Jersey.

D. **DEBARMENT:** The CONTRACTOR warrants that no portion of the services to be provided by it to the AUTHORITY shall be performed or supplied by firms or individuals who are included in the report of suspensions, debarments and disqualification of firms and individuals from participation in public contracts, as maintained by either the State of New Jersey or by the United States Government.

ARTICLE VI: INDEMNIFICATION

A. **GENERAL:** The CONTRACTOR agrees to protect, defend, indemnify and save harmless the AUTHORITY and its officers, directors, employees, agents, and other Proposers 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 resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any death real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract to the extent caused by the negligent acts, errors or omissions of the CONTRACTOR, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the AUTHORITY.

B. PREMISES: If it becomes necessary for the CONTRACTOR, either as principal or by agent or employee, to enter upon the premises or property of the AUTHORITY or any third party, in order to perform the services required hereunder, the CONTRACTOR covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the AUTHORITY from the payment of all sums of money by reason of all, or any, such accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or AUTHORITY ordinance, regulations, or the laws of the State, or the United States, while the said work is in progress, excluding any alleged loss, claim, judgment, subrogation or other expense that shall have been exclusively caused by the negligent or wrongful act or omission of the AUTHORITY.

C. ROYALTY, COPYRIGHTS, PATENTS: The CONTRACTOR shall indemnify and save harmless the AUTHORITY against any and all claims for royalty, patent or copyright infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. SURVIVAL: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of the Agreement.

ARTICLE VII. INSURANCE

A. COVERAGE: CONTRACTOR shall purchase and maintain during the entire period of this Agreement insurance coverage either:

_____ as specified in the insurance requirements set forth in the Request for Proposal, Bid Specifications and/or Project Manual (Exhibit A), or

_____ as specified in Appendix 2 which is hereby incorporated into this agreement.

_____ no insurance is required for this Agreement.

B. DOCUMENTATION: CONTRACTOR must provide the AUTHORITY with a certificate of insurance in accordance with the requirements of either Exhibit A or Appendix 2 prior to the AUTHORITY'S execution of this Agreement and payment of invoices for services rendered under this Agreement.

ARTICLE VIII: REGULATORY REQUIREMENTS

A. AFFIRMATIVE ACTION AND NON-DISCRIMINATION: CONTRACTOR agrees to comply with the requirements of PL 1975 c.127 (N.J.A.C. 17:27), which requirements are set forth in Appendix 1 which is attached hereto and incorporated herein.

B. PREVAILING WAGE: The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25, is hereby made a part of every Agreement entered into by the AUTHORITY, except those Agreements which are not within the scope of the Act. The successful CONTRACTOR and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by AUTHORITY representatives. The CONTRACTOR'S signature on this Agreement is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act. Every CONTRACTOR and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work project. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two years from the date of payment.

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

ARTICLE IX: DEFECTIVE WORK, UNAUTHORIZED WORK AND DEFAULT

A. DEFECTIVE OR UNAUTHORIZED WORK: All Work product which does not conform to the requirements of the Contract Documents, whether the result of poor workmanship, use of defective materials, errors, omissions, incomplete data, erroneous or incomplete measurements or similar causes that are within the control of the CONTRACTOR, shall be considered Defective Work. The CONTRACTOR shall be responsible for correction of any defective work at no additional cost to the AUTHORITY.

B. CORRECTION OF DEFECTIVE WORK: Defective Work performed by the CONTRACTOR, regardless of whether observed before or after acceptance of the Work by the AUTHORITY shall be amended and corrected immediately and replaced by the CONTRACTOR with Work product that shall conform to the specifications, or shall be otherwise corrected and remedied in an acceptable manner authorized by the AUTHORITY. The CONTRACTOR shall bear the costs of correcting, amending or replacing such defective Work, to the extent that such defective work is the result or CONTRACTOR errors, omissions or similar causes that are within the control of the CONTRACTOR. The CONTRACTOR shall not be entitled to payment for Defective Work, unless and until corrections have been made by the CONTRACTOR to bring the Work into compliance with the terms of the Contract Documents.

C. **WHAT CONSTITUTES A DEFAULT:** A default under the Agreement shall include but not be limited to any of the following events:

1. Bankruptcy or insolvency of CONTRACTOR, whether liquidating or non-liquidating;
2. Conviction of any principal of CONTRACTOR of any crime under the laws of the State of New Jersey or Federal laws, which, if committed by a public official, would disqualify that person from public employment;
3. Breach of any term of the Agreement by the CONTRACTOR or the AUTHORITY
4. Abandonment or discontinuation of the work by CONTRACTOR without the express written permission of or direction by the AUTHORITY;
5. Failure of the AUTHORITY to make payments to the CONTRACTOR that are lawfully due and owing under this Contract, provided that such payments are not subject to any other reasonably valid offset, lien, claim or demand.
6. Failure of CONTRACTOR to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
7. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized by the AUTHORITY as set forth in this Contract.
8. Failure of the CONTRACTOR to commence and diligently perform all required work and services within the time limits specified for such performance by the AUTHORITY, including timely correction of Defective Work.

D. **REMEDIES:** In the event of a default, the non-defaulting party shall be entitled to proceed with each and every remedy that may be available at law or in equity, including but not limited to: commencement of an action seeking specific performance, damages, and termination of this agreement as provided in Section X herein. The commencement of any rights or remedies by either party shall not be deemed to preclude resort to any other rights or remedies that may be available to such party.

Prior to commencement of any right or remedy pursuant to this section, the party alleging a default shall provide the defaulting party with written notice and an opportunity to cure, which shall in no event extend beyond 30 days from the date of the alleged default's occurrence.

COMMENCEMENT OF REMEDIES FOR CONSTRUCTION CONTRACTS SUBJECT TO N.J.S.A. 40A:11-50 SHALL BE SUBJECT TO MEDIATION OF DISPUTES, PURSUANT TO SECTION F BELOW.

E. CONTINUING THE WORK: During the pendency of any dispute or disagreement, the CONTRACTOR shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the AUTHORITY.

F. MEDIATION PROVISIONS FOR CONSTRUCTION CONTRACTS:

1. In accordance with the provisions of N.J.S.A. 40A:11-50, any dispute regarding payment or performance of services arising from a contract related to construction of public improvements shall be subject to non-binding mediation, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the AUTHORITY from seeking injunctive or declaratory relief in court at any time when such an application for such relief is authorized by law. The mediation process required by this section shall not apply to disputes concerning the bid solicitation or award process or to the formation of contracts or subcontracts entered into pursuant to N.J.S.A. 40A:11-1 et seq.

2. The AUTHORITY's mediation procedure is as follows:

a. **Controversies and Claims Subject to Mediation.** Except as specified above, if a dispute between AUTHORITY and CONTRACTOR arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation prior to resorting to litigation.

b. **Contract Performance Pending Mediation.** During mediation proceedings, the CONTRACTOR shall continue to perform all services required by the contract and the AUTHORITY shall continue to make payments pursuant to the terms of the contract, unless the AUTHORITY elects to Terminate the contract, as set forth below in Section X.

c. **Demand for Mediation; Procedures**

The aggrieved party shall provide written and timely notice of its claim(s) to the other party, within 30 days after the claim arises, subject to any additional requirements specified in the Contract Documents concerning notice of claims and disputes.

In the event that the parties are unable to directly resolve a problem within the 30 days after the first notice of the claim or dispute, then the aggrieved party shall, within the next 14 days, submit a written Notice of Demand for Mediation to the other party.

An aggrieved party who files a Notice of Demand for Mediation must assert in the demand all claims then known to aggrieved party, including the amount of its demand (to the extent reasonably known) and the names and resumes of at least three proposed mediators.

The other party shall respond to the written demand for mediation within the next 10 days. The response shall include an explanation of why the aggrieved party's claim(s) have been rejected, any known counter claims and the value thereof (to the extent reasonably known) and the names and resumes of at least three proposed mediators.

Failure to include a claim or counter claim because of excusable neglect, or because a claim is not matured or because it has arisen subsequent to the demand for mediation, shall not bar pursuit of such claim(s) that are made in a timely manner. The mediator or mediators may permit timely amendments and supplements.

Failure to seek mediation within 75 days after the date when the claim(s) occurred or reasonably should have been discovered shall be deemed to be a waiver of the claim(s).

d. If the parties are unable to agree upon a mediator, they shall either choose a reputable mediation firm, or chose two mediators who shall then select a third, neutral mediator.

e. **Procedures During Mediation.** The mediation shall be conducted in a reasonable and efficient manner, as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator. Mediation documents shall be considered "confidential" during the pendency of mediation proceedings to the fullest extent permitted by law.

f. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fees will be divided equally between the parties.

g. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful within 60 days after the commencement of mediation proceedings, then either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior court of New Jersey, Atlantic County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

X. TERMINATION OF CONTRACT:

A. TERMINATION FOR CONVENIENCE: The AUTHORITY may terminate a Contract, in whole or in part, without showing cause, when the AUTHORITY determines that termination is in the best interest of the AUTHORITY.

B. TERMINATION FOR CAUSE: Without limitation upon any other right or remedy that may exist or be available to the AUTHORITY under the Contract Documents or generally as a matter of law or in equity, the AUTHORITY may terminate the Contract upon the

CONTRACTOR's failure or inability to perform in accordance with the terms and conditions set forth in this Contract, which shall include (but not be limited to):

- a) Persistent or repeated refusal or failure to supply enough skilled workers or proper materials;
- b) Failure to make payment to Subcontractors or suppliers for materials or labor, in accordance with the respective agreements between the CONTRACTOR and the subcontractor;
- c) Persistent disregard of laws, ordinances, rules, regulations, orders, levies or assessments of a public authority having jurisdiction; or
- d) Substantial breach of a provision of the contract documents.

C. **NOTICE OF TERMINATION**: The AUTHORITY may terminate the contract for cause or convenience after giving the CONTRACTOR and the CONTRACTOR's surety, if any, seven days' written notice of the Termination.

D. **EFFECT OF TERMINATION**: Upon the effective date of termination for cause or convenience, all work shall cease and the contract shall be deemed terminated. The AUTHORITY shall pay all costs incurred by the CONTRACTOR up to the date of termination, less any credits or setoffs that are due and owing to the AUTHORITY, as specified by the Contract Documents. The CONTRACTOR will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the AUTHORITY, at any time after the date of termination. In the event of a termination for cause, AUTHORITY's election to complete work shall not constitute a waiver of claims arising from the CONTRACTOR's default.

ARTICLE XI: DIFFERING SITE CONDITIONS PROVISIONS/SUSPENSION OF WORK PROVISIONS/CHANGE IN CHARACTER OF WORK PROVISIONS:

Notwithstanding any other provisions of these General Conditions to the contrary, this contract shall be governed by and subject to the provisions of N.J.S.A. 40A:11-16.7 and 16.8, generally describe as "An Act establishing Standardized Changed Conditions Clauses for Certain Local Public Contracts" and setting forth differing site conditions provisions, suspension of work provisions and change in character of work provisions. Any provisions set forth with these General Conditions that are contrary to these statutory provisions shall be of no force or effect and the statutory provisions referenced herein shall be controlling.

ARTICLE XII: ADDRESS FOR NOTICE

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

Atlantic County Improvement Authority
Executive Director
1333 Atlantic Avenue
County Office Building
7th Floor
Atlantic City, NJ 08401

Copy to General Counsel
Randolph C. Lafferty, Esquire
COOPER LEVENSON PA
1125 Atlantic Avenue
Atlantic City, NJ 08401

[CONTRACTOR]

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

[THIS SPACE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have duly signed and sealed this contract.

ATTEST:

ATLANTIC COUNTY IMPROVEMENT
AUTHORITY:

John C. Lamey, Jr.
Executive Director

ATTEST

CONTRACTOR:

Affix Corporate Seal, if applicable

APPENDIX 1

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color,

national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

SECTION F

General Conditions of the Contract for Construction

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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment of the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Director or (4) a written order for a minor change in the Work issued by the Architect.

1.1.2 THE CONTRACT

The Contract Documents from the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

1.4.1 In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Claims for additional compensation or extensions of time because of failure of Contractor to familiarize himself with the conditions as heretofore set forth and other conditions at the site which might affect the work, will not be allowed.

1.5.3 After the owner’s adoption of a resolution accepting the bid, the Contractor shall be advised by the Owner of acceptance, and a copy of the resolution shall be supplied. The Contractor shall forthwith obtain required bonds and certificates required by the Contract Documents within fourteen (14) calendar days of presentation of same. If the Contractor does not obtain the required bonds and certificates within said time frame, then the Contractor shall be in

default. The defaulting Contractor and his surety shall be responsible to the Owner for the full amount of the Bid Bond.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate, in writing, a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner, but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 The Contractor shall be entitled to receive from the Owner, free of charge, two (2) sets of drawings and specifications. Any additional prints of drawings or specifications required to execute the contract will be reproduced by the Contractor at his expense.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such seven-day period, give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor, within such three-day period after receipt of such second notice, fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies,

including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor of the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licenses design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported in writing promptly to the Architect.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors,

inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Document unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be responsible for his own labor relations with any trade or union represented among its employees, and shall resolve any disputes between Contractor and his employees or anyone representing such employees.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Document, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved or authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which is legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 NJSA, TITLE 54 states that certain items purchased for Owner are not subject to New Jersey State Sales Taxes. Purchase of materials permanently incorporated into the project is exempt from State Sales Taxes.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses can be included in Change Orders against the allowance;

3.83 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.91 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing in English language. Other communications shall be similarly confirmed on written request in each case.

3.92 It is understood that such representatives shall be acceptable to the Owner and shall be such that they can be retained in their respective capacities for the entire job unless they cease to be on the Contractor's payroll. The Superintendent shall be assigned to this job exclusively and shall be present on the job site at all times.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information, a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

3.10.3 The Contractor shall prepare the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4 The Contractor shall meet weekly with the Owner or their representatives at the job site to review the progress of the work. The Contractor shall be represented by a principal of the firm unless excused by the Owner.

3.10.5 If, in the opinion of the Owner, the Contractor is not maintaining sufficient progress to meet the scheduled dates for completion of his work, the Owner may require the Contractor to work any and all overtime necessary to restore the schedule without added cost to the Owner.

3.10.6 If the Owner directs the employment of overtime for reasons other than those stated above, the Contractor will be reimbursed for his net premium cost only.

3.10.7 All construction work shall be substantially complete within sixty (60) calendar days from the date of commencement listed in the Notice to Proceed.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Sample and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked

and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost therefore shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Paragraph 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising

out of or resulting from performance of the Work, provided that such claim, damage, loss of expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or

quantity of the Work. The Architect will neither have control over or charge of, not be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods,

techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of our relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims. Claims by either party must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 Claims for Additional Time

4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probably effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

4.39 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect, but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect includes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties, but subject to mediation and arbitration.

4.4.6 When a written decision of the Architect states that (1) the decision is final, but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

4.4.9 To the extent that any of the provisions set forth above are in conflict with the terms of the Project Labor Agreement that is in place and is valid and of full force and effect, and that the issue in dispute is one included within the terms of the Project Labor Agreement, then in that event the terms of the Project Labor Agreement shall be deemed controlling

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be 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 Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.

4.5.3 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.

4.5.4 To the extent that any of the provisions set forth above are in conflict with the terms of the Project Labor Agreement that is in place and is valid and of full force and effect, and that issue is in dispute is one included within the terms of the Project Labor Agreement, then in that event the terms of the Project Labor Agreement shall be deemed controlling.

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Notwithstanding, industry rules or provisions of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person determines that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises

under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or the person appointed to resolve the dispute determines that the disputes are inappropriate for joinder. The term "construction contract" shall mean a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management.

4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

4.6.7 Nothing in this article shall prevent contracting unit from seeking injunctive or declaratory relief in court at any time.

4.6.8 To the extent that any of the provisions set forth above are in conflict with the terms of the Project Labor Agreement that is in place and is valid and of full force and effect, and that the issue in dispute is included within the terms of the Project Labor Agreement, then in that event the terms of the Project Labor Agreement shall be deemed controlling.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

5.2.3 If the Owner or Architect has reasonable objection to any proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection. The Contractor shall not be entitled to any increase in the Contract Sum for any such substitution.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontracts will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1** Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2** Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for

costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsibilities.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1** Change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extend of the adjustment, if any, in the Contract Time.

7.2.2 Change Orders shall be in accordance with NJAC 5:30-11.3; NJSA 40A:11-13g; NJSA 40A:11-23.1a

7.2.3 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraphs 7.3.3.1, 7.3.3.2 or 7.3.3.3.

7.2.4 Where any change in the work, regardless of the reason therefore, requires, or is alleged to require, an adjustment in Contract Time, such request for time adjustment shall be submitted by the Contractor(s) as part of the change request. Any Change Order approved by the Owner, in which no adjustment in Contract Time is stipulated, shall be understood to mean that no such adjustment is required by reason of the change, and any and all right of the Contractor to any subsequent request or adjustment of Contract Time by reason of the change is waived.

7.2.5 Any request by the Contractor(s) for adjustment of the Contract Amount regardless of the reason therefore, shall be submitted with itemized labor and material quantities and unit prices.

7.2.6 The maximum permissible mark-up for combined overhead or profit on any Change Order or Construction Change Directive shall be five percent (5%) of the net cost of such work, provided that no mark up for overhead or profit shall be permitted on any Change Order or Construction Change Directive which results in a net decrease to the Contract Sum.

7.2.7 For any change that results in an increase in the Contract Time, the mark-up allowed by Subparagraph 7.2.5 is intended to cover the cost of all field office support facilities such as job trailer(s), telephone(s), fax machine(s), copier(s), computer(s), postage meter(s), restroom(s), etc., for the increased period in Contract Time.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** As provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. In the event of a disagreement regarding the Contract Sum, the Contractor shall provide the information set forth in Subparagraph 7.3.6. If the Contractor disagrees with a proposed adjustment to the Contract Time, the Contractor shall promptly provide its calculation of the appropriate adjustment to the Contract Time with all supporting data and documentation as the Architect determines to be reasonably necessary.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit, not to exceed a combined total of five (5%) percent. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1** Costs of labor, including Social Security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance;
- .2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5** Additional costs of supervision and field office personnel directly attributable to the change.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

7.5 DIFFERING SITE CONDITIONS

7.5.1 Changed conditions clauses for certain local public contracts.

1. All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following differing site conditions provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

(6) The Commissioner of Community Affairs, not later than 90 days immediately following the effective date of P.L.2017,c.317 (C.40A;11-16.7 et seq.), shall promulgate rules and regulations pursuant to the "Administrative Procedure Act," P.L. 1968 c.410 (C.52:14B-1 et seq.) as may be necessary to standardize the forms and procedures throughout the State for the new changed conditions process.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

8.1.2 The date of commencement of the Work is the date established in the Agreement.

8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. It is expressly understood that Contractor's inability to supply sufficient labor and materials shall not constitute grounds for an excusable delay. The normal weather conditions that should be anticipated during the construction period are not considered to be adverse weather conditions.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

8.3.3 This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All payments will be made pursuant to the Prompt Payment Act NJSA 2A:30A-1 et seq.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of Work will show as a separate line item on the Application for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations

completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall use AIA Document G703 (Application for Payment) and Continuation Sheets G703 as the form for Applications for Payment

9.3.5 The Contractor shall submit with each Application for Payment AA202 Monthly Project Workforce Reports and Certified Payroll documentation

9.3.6 The Contractor shall submit with each Application for Payment Waivers of Mechanics Liens for every entity who may lawfully be entitled to file a mechanic lien arising out of the Contract that is related to the Work covered by the payment application.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor

and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.4.3 Upon the Architects approval of a Certificate of Payment, payment shall be made to the contractor not more than thirty (30) days after the billing date.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:

- .1** Defective Work not remedied;
- .2** Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3** Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 Damage to the Owner or another contractor;
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 Persistent failure to carry out the Work in accordance with the Contract Documents.

9.5.2 When the above reasons for withholding certifications are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Until final payment, the Owner will pay 98% of the amount due to the Contractor on account of progress payments.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in

a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage

applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a

written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 Failure of the Work to comply with the requirements of the Contract Documents; or
- .3 Terms of special warranties required by the Contract Documents.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the contract.

10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 Employees on the Work and other persons who may be affected thereby;
- .2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall,

upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2 The Owner shall obtain the services of a licenses laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contact Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-u, which adjustments shall be accomplished as provided in Article 7.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

11.1 GENERAL INSURANCE REQUIREMENTS

11.1.1 The Contractor shall not commence Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance had been approved by the Owner; nor shall the Contractor allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Owner of original certificates of insurance signed by authorized representatives of the insurers or, at the Owner's request certified copies of the required insurance policies.

11.1.2 Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final acceptance of the Work by Owner in accordance with 11.2.1.1.iv. Original certificates signed by authorized representatives of the insurers or, at the Owner's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Owner throughout the term of the Contract and for two years after final acceptance of the Work by Owner.

11.1.3 The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation and employer's liability insurance and umbrella excess insurance to the same extent required of the Contractor in 11.2.1.1, 11.2.1.2, 11.2.1.3 and 11.2.1.4 unless any such requirement is expressly waived or amended by the Owner in writing. The Contractor shall furnish Subcontractor's certificates of insurance to the Owner immediately upon request.

11.1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Owner. Therefore, the phrases "endeavor to and . . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

11.1.5 No acceptance and/or approval of any insurance by the Owner shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both by the provisions of this Contract.

11.1.6 If the Contractor does not meet the insurance requirements of this Contract, the Contractor shall forward a written request to the Owner for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Owner denies the request, the Contractor must comply with the insurance requirements as specified in this Contract.

11.1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Owner. The insurers must also have a policyholder rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A.M. Best Company, unless Owner grants specific approval for an exception.

11.1.8 Any deductibles or retentions shall be disclosed by the Contractor, and are subject to Owner's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be on the sole responsibility of the Contractor.

11.1.9 The Contractor shall be responsible for the work performed under the Contractual Documents and every part thereof, and for all materials, tools, equipment, appliances and property of any and all description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the Owner.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 CONTRACTOR'S LIABILITY INSURANCE

11.3.1 The Contractor shall purchase the following insurance coverages, which will insure against claims which may rise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater, and shall name the Atlantic County Improvement Authority, NARTP and FAA as additional insured along with a waiver of subrogation.

11.3.1.1 Commercial General Liability or its equivalent for bodily injury, personal injury and property damaged including loss of use, with minimum limits of:

\$2,000,000 each occurrence (bodily injury and property damage);
\$2,000,000 products/completed operations aggregate;
\$2,000,000 general aggregate; and
\$1,000,000 personal and advertising injury.

The insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the work;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from explosion, collapse, or underground (XCU)

hazards.

11.3.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of ownership, maintenance or use of any auto; and
- ii. Automobile contractual liability.

11.3.1.3 Workers' compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage and Employers' Liability coverage with limits of at least \$500,000 per accident, \$500,000 each employee for injury by disease and \$500,000 policy limit for aggregate injury by disease.

11.3.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$2,000,000 per occurrence;
\$2,000,000 aggregate for other products/completed operations and auto liability; and
\$2,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers' liability.

11.3.1.5 The Atlantic County Improvement Authority, NARTP and FAA, plus their elected and appointed officials, officers, directors, trustees, consultants, agents and employees shall be named as additional insureds on Contractor's commercial general liability insurance and if required herein, umbrella excess or excess liability insurance with respect to liability arising out of the Contractor's Work(including products and completed operations as well as ongoing operations.) Each certificate of insurance, or each certified policy, if requested, must so state this.

11.3.1.6 Insurance provided to The Atlantic County Improvement Authority, NARTP and FAA plus their elected and appointed officials, officers, directors, trustees, consultants, agents, employees under any Contractor's liability insurance required herein, including, but not limited to, umbrella excess liability policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross-suits or cross-liability exclusion shall be deleted from Contractor's liability insurance agencies required herein.)

11.3.1.7 Insurance provided to the Owner and Owner's elected and appointed officials, officers, directors, trustees, consultants, agents and employees as specified herein shall be primary, and any other insurance coverage or indemnity available to the Owner and Owner's elected and appointed officials, officers, directors, trustees, consultants, agents and employees shall be excess of and noncontributory with insurance provided to the Owner and Owner's elected

and appointed officials, officers, directors, trustees, consultants, agents and employees as specified herein.

11.4 CONTRACTOR'S RESPONSIBILITY FOR ALL MATERIALS, TOOLS, EQUIPMENT, APPLIANCES, AND PROPERTY USED IN CONNECTION WITH THE WORK

11.4.1 The Contractor shall be responsible for the Work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used in connection with the Work, and for all damage or injury to the property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work, until final acceptance by the Atlantic County Improvement Authority and the Atlantic County. The contractor may insure such property, but failure to purchase insurance shall not eliminate or reduce the Contractor's responsibility for damage or injury to property.

11.5 PERFORMANCE BOND AND PAYMENT BOND

11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.5.3 Bonds in the sum of the total amount of 100% of the bid covering the Contract period, issued by a responsible bonding company which is licensed and authorized to the obligees, will be required of the successful bidder for the faithful performance of the Contract upon notification to proceed.

11.5.4 The bond shall be made out to the Atlantic County Improvement Authority, as obligee and contain the full title of the project.

11.5.5 The bond shall contain the following:

The Contractor agrees that it shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor performed, of material, provisions, vendors or other supplies or teams, fuels, oil implements, or machinery furnished, used or consumed in the carrying forward performing or completing of said work or services for the Authority and the Contractor agrees that this undertaking shall be for the benefit of any subcontractor, materialmen, laborer, person, firm or corporation having a just claim. The Contractor agrees that the substance of Performance Bond shall be that required by N.J.S.A. 2A:44-147 notwithstanding the form of the Bond.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to it being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, not to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by-laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of test, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contractor Documents, be secured by the Contractor and promptly delivered to the Architect.

13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days (60 consecutive days shall apply to reasons .3 and .4, listed below) through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not

notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven

days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 That an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination of the Owner's convenience, the Contractor shall:

- .1 Cease operations as directed by the Owner in the notice;

- .2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work no executed.**ARTICLE 15 WAGE RATES**

15.1 The Contractor shall agree to comply with NJSA 34:11-56.27 et seq., "Prevailing Wage Act."

15.2 Every Contract in excess of \$2,000 for any work to which any public body is a part shall contain a provision stating the prevailing wage rate which shall be paid (as shall be designated by the Commissioner) to the workmen employed in the performance of the Contract. The Contract shall contain a stipulation that such workmen shall be paid not less than such prevailing wage rate. Such Contract shall also contain a provision that in the event it is found that any workmen, employed by the Contractor or any Subcontractor covered by said contract has been paid less than stipulated by such contract, the public body may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work where there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

15.3 N.J.S.A. 34:11-56.27, regarding the prevailing rate of wages to be paid on public contract, provides that the rate of wages for laborers and mechanics employed by the Contractor or any Subcontractor on the public projects covered by the Contract shall not be less than the prevailing rate of wages for work of a similar nature in the city, town, village or other civil division of the State in which the projects are located, "and further provision," that in any case any dispute arises as to what are the prevailing rates of wages for work of similar nature applicable to the contract which cannot be adjusted by the Contracting Officer, the matter shall be referred to the Commission of the Department of Labor and Workforce Development for determination and his decision shall be conclusive on all parties to the Contract. All Contractors receiving contracts for work outlined by these specifications shall agree to comply with Section 34.11 and 34:56-27.

15.4 The Determination of the New Jersey Wage and Hour or other Documents specifying the New Jersey prevailing rates are part of the Contract Documents.

15.5 Each Contractor and Subcontractor performing work for the Atlantic County Improvement Authority who are subject to the provisions of the Prevailing Wage Act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

15.6 While the minimum wage rates are required by this Contract to be paid during the life of the Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of the bidders to inform themselves as to local labor conditions and prospective changes or adjustment of wage rates. No increase in the Contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted by the Contractor.

15.7 It is the sole responsibility of each Contractor and his Subcontractors performing work at the site to prepare their bids as to labor costs in strict compliance with the prevailing wage rate (valid for the date bids are due) for the geographical area of the project as issued by the Commissioner of the Department of Labor and Workforce Development, Trenton, New Jersey and by the U.S. Department of Labor, Wage and Hour Division.

15.8 The Contractor's signature on the proposal is his guarantee that neither he nor any Subcontractor is currently listed on record by the Commissioner and the U.S. Department of Labor as one who has failed to pay the prevailing wages according to the Prevailing Wage Act.

15.9 The provisions of the New Jersey Prevailing Wage Act are requirements of this project.

ARTICLE 16 AFFIRMATIVE ACTION

16.1 The parties to this Contract agree to comply with EEO/Affirmative Action Compliance requirements per N.J.S.A. 10:5:31 and N.J.A.C. 17:27.

ARTICLE 17 SEQUENCE OF WORK

17.1 The Contractor shall carefully coordinate, plan and install the Work of this Contract in the necessary sequence and in such manner as not to delay other Contractors or Subcontractors. Nothing is to be construed in the Contract Documents that the Contractor or Subcontractor(s) shall be allowed to perform all of their work at one time or at one visit to the site.

17.2 The Owner wishes to emphasize that the Contractor should familiarize himself with the requirements of all parts of the Contract Documents, and not to restrict himself to the category that encompasses his own trade or contract.

ARTICLE 18 LAWS AND REGULATIONS

18.1 The Contractor shall be required to comply with the Laws and regulations pertaining to construction projects, including, but not limited to, the following:

- Equal Employment Opportunity (Law Against Discrimination) (N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27)

- New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)
- New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)
- Municipal Mechanics Lien Law (N.J.S.A. 2A:44-125 et seq.)
- New Jersey Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.)
- Standard for Sureties (N.J.S.A. 2A:44-143a and 143b)
- Surety Companies Authorization to do Business in New Jersey (N.J.S.A. 17:31-5)
- N.J.S.A. 52:25-24.2 “Bidders to supply public agencies; statement of ownership interest in corporation or partnership.”
- Use of American goods and products wherever available (N.J.S.A. 40A:11-18)
- Americans with Disabilities Act of 1990 (Title II, 42 U.S.C. 12101)
- Public Works Contractor Registration Act (PWCRA), N.J.S.A. 34:11-56,48 et seq.
- Business Registration of Public Contractor, N.J.S.A. 52:32-44
- New Jersey Local Unit “Pay to Play” Law (N.J.S.A. 19:44A-20.4 et. seq.).
- New Jersey Construction Safety Act (N.J.S.A. 34:5-166 et seq.).
- New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et. seq.)

19.1 Notwithstanding any other provisions of these General Conditions to the contrary, this contract shall be governed by and subject to the provisions of P.L. 2017, c.317 (also designated as N.J.S.A. 40A:11-16.7 and 16.8) generally describe as “An Act establishing Standardized Changed Conditions Clauses for Certain Local Public Contracts” and setting forth differing site conditions provisions, suspension of work provisions and change in character of work provisions. Any provisions set forth with these General Conditions that are contrary to these statutory provisions shall be of no force or effect and the statutory provisions referenced herein shall be controlling.

SECTION G

Performance Bond

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business:

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 3.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the contract and the Surety at its address described in Paragraph 10, below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor, selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds

issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract; the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is _____ below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

(Any additional signatures appear on page 6.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, this is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to Sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is _____ below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

SECTION H

THE ATLANTIC COUNTY IMPROVEMENT AUTHORITY
ATLANTIC CITY, NEW JERSEY

AFFIDAVIT NON-COLLUSION

STATE OF NEW JERSEY)
 : SS.:
COUNTY OF)

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

I am _____ of the firm of _____ the Bidder

making the Proposal for Contract for **ACIA Fit-out- Building 3, NARTP, Egg Harbor Township, NJ**
and that I executed that said Bid with full authority so to do; that the said Bidder has not, directly or
indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in
restraint of free, competitive bidding in connection with the above named Project; and that all statements
contained in the said Bid and in this Affidavit are true and correct, and made with full knowledge that The
Atlantic County Improvement Authority relies upon the truth of the statements contained in the said Bid,
in this Affidavit and in any statements requested by the Authority showing evidence of qualifications in
awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission percentage, brokerage or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies.

(Name of Contractor)

Subscribed and sworn to
before me this _____
day of _____
20 _____

Notary Public

My commission expires _____, 20 ____.

END OF SECTION

SECTION I

CERTIFICATION OF NON-DEBARMENT FOR NEW JERSEY PUBLIC WORKS CONTRACTS

As used herein, "Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

This certification shall be completed, certified to, and submitted to the Atlantic County Improvement Authority prior to contract award.

PART I: BIDDER INFORMATION	
Individual or Organization Name ("Bidder")	
Address of Bidder	
DUNS Code (if applicable)	
CAGE Code (if applicable)	

PART II – Identification of Affiliates:	
Individual or Entity Owning Greater than 50 Percent of Bidder ("Parent Organization")	
Section A (Check the Box that applies)	
<input type="checkbox"/>	Below is the name and address of the interestholder(s) owning, directly, indirectly or constructively, as the case may be, a greater than 50 percent interest in the Bidder.

Name of Individual or Organization	
Address	
OR	
<input type="checkbox"/>	No interestholder(s) owns, directly, indirectly or constructively, a greater than 50 percent interest in the Bidder.

Part III – Identification of Affiliates:	
Bidder-Controlled Entities (“Child Entities”)	
Section A	
<input type="checkbox"/>	Below is the name and address of the entities in which the Bidder listed in Part I owns, directly, indirectly or constructively, as the case may be, a greater than 50 percent interest.
Name	Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Bidder listed above in Part I does not own, directly, indirectly or constructively, a greater than 50 percent interest in any other entity.

Part IV – Identification of Affiliates:	
Entities under Common Control with Bidder (“Sister Entities”)	
Section A	
<input type="checkbox"/>	Below is the name and address of all entities, other than the Bidder listed in Part I and the Bidder-Controlled Entities listed in Part III , of which the Parent Organization listed in Part II owns, directly, indirectly or constructively, as the case may be, a greater than 50 percent interest.
Name	Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Parent Organization listed in Part II does not own, directly, indirectly or constructively, greater than 50 percent interest in any entity other than the Bidder listed in Part I and the Bidder-Controlled Entities listed in Part III .

PART V – CERTIFICATION OF NON-DEBARMENT

I hereby certify that the **individual or organization listed above in Part I** (i.e. the “Bidder”) is not debarred by the federal government from contracting with a federal agency, **nor are any of its “Affiliates”, as defined above and identified herein in Parts II, III, and IV, so debarred.** I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<Atlantic County Improvement Authority>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **<Atlantic County Improvement Authority>** to notify the **<Atlantic County Improvement Authority>** 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 **<Atlantic County Improvement Authority>**, permitting the **<Atlantic County Improvement Authority>** to declare any contract(s) resulting from this certification void and unenforceable.

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

SECTION J

BIDDER'S CERTIFICATE OF RESOLUTION

I, _____ hereby certify that I am Secretary of _____ and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said corporation at a meeting thereof, duly held on the _____ day of _____ at which a quorum was present and acting throughout:

BE IT RESOLVED, that this corporation submit a Bid to The Atlantic County Improvement Authority which Bid was presented to the Board of Directors

Directors at this meeting in the amount of _____

and that the _____ and the Secretary or Assistant Secretary of this corporation be, and they hereby are authorized to execute the said Bid and all other necessary documents to consummate the said transaction. I further certify that I am the keeper of the corporate seal and of the minutes and records of said corporation, and that the foregoing resolution has not been rescinded or modified.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of

this _____ day of _____, 20____.

Secretary of _____

SECTION K
ATLANTIC COUNTY IMPROVEMENT AUTHORITY
EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

All successful bidders/respondents are required to submit evidence of appropriate affirmative action compliance to the ACIA and State of New Jersey, Department of the Treasury, Division of Purchase and Property (Division). During a review, Division representatives will review the ACIA files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the ACIA, prior to execution of the contract, one of the following documents:

EEO/AA Evidence

1. All successful construction contractors must after notification of award, but prior to signing a construction contract, submit their Initial Project Workforce Report (AA-201) to the ACIA and a copy to the Dept. of Labor & Workforce Development, Construction EEO Compliance Monitoring.
2. The Initial Project Workforce Report will be made available to the construction contractor by ACIA or the Contractor may download the form from at the following website address: www.state.nj.us/treasury/contract_compliance.

The web application will provide access to current and past reports that can be printed and submitted to the ACIA awarding the contract as required.

3. The contractor also agrees to submit a copy of the Monthly Project Workforce Report (AA-202) once a month thereafter for the duration of the contract to the Dept. of LWD and to the ACIA Compliance Officer.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Company: _____ Title: _____

Print Name: _____ Signature: _____

Date: _____

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for

distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Submitted by:

(Name of the Firm)

Name:

(Please print or Type)

Signature:

Title:

Dated: _____

SECTION L
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE - PART 1 BY CHECKING EITHER BOX BELOW

FAILURE TO CHECK ONE (1) OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to NJSA 52:32.58, any person or entity that submits a bid proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, that they shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to NJSA 52:32-58, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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 NJSA 52:32-58 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2:
PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipation Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone # _____

CERTIFICATION:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

SECTION M

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

October 20, 2004

Revised Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

* Construction Contracts (including public works related purchase orders)

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

1) the contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.;

*2) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to contractor who shall provide it to the contracting agency pursuant to the provisions of subsection 1 above.;

3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,

4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

ALERT

FAILURE TO SUBMIT A

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

ATLANTIC COUNTY IMPROVEMENT AUTHORITY

THESE ARE **SAMPLES** OF THE **ONLY** ACCEPTABLE
BUSINESS REGISTRATION CERTIFICATES.

FAILURE TO POSSESS A NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL

REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE
ATLANTIC COUNTY IMPROVEMENT AUTHORITY.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646-0352

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

CLIENT REGISTRATION
SEQUENCE NUMBER:
0107330

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 08611

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

Acting Director
John S. Tully

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

SECTION N
AMERICANS WITH DISABILITIES ACT 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Atlantic County Improvement Authority (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Atlantic County Improvement Authority pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Atlantic County Improvement Authority in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Atlantic County Improvement Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Atlantic County Improvement Authority's grievance procedure, the Contractor agrees to abide by any decision of the Atlantic County Improvement Authority, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Atlantic County Improvement Authority or if the Atlantic County Improvement Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Atlantic County Improvement Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the Atlantic County Improvement Authority or any of its agents, servants, and employees, the Atlantic County Improvement Authority shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Atlantic County Improvement Authority or its representatives.

It is expressly agreed and understood that any approval by the Atlantic County Improvement Authority of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Atlantic County Improvement Authority pursuant to this paragraph.

It is further agreed and understood that the Atlantic County Improvement Authority assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Atlantic County Improvement Authority from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Section O

PREVAILING WAGE COMPLIANCE

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L.1963, as amended. Additional information on Chapter 150 and related Acts is provided herein.

Pursuant to N.J.S.A. 34:11-56.37 and 34.11-56.38, the "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 disbarred list, until the expiration date given on said list.

The State of New Jersey disbarred list is available at following web address:

https://nj.gov/labor/wagehour/wagerate/prevailing_wage_debarment_list.html

Workmen wages to be paid on this project shall be compliant with New Jersey prevailing wage determinations per trade. In the event it is found that any workman employed by 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 by 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.

State of New Jersey Prevailing Wage Rates can be found at the following web addresses:

<https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>

Before final payment is made by or on behalf of the Owner of 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 for the work, setting forth therein the names 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.

Contractor must utilize prevailing wage rates that are current to within ten (10) days of the signing of the construction contract.

SECTION P

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award
of a contract for public
work for a project
described as:

STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND
WORKFORCE DEVELOPMENT
DIVISION OF WAGE &
HOUR COMPLIANCE

I _____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the

foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically,

N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____ Signature: _____

Title: _____

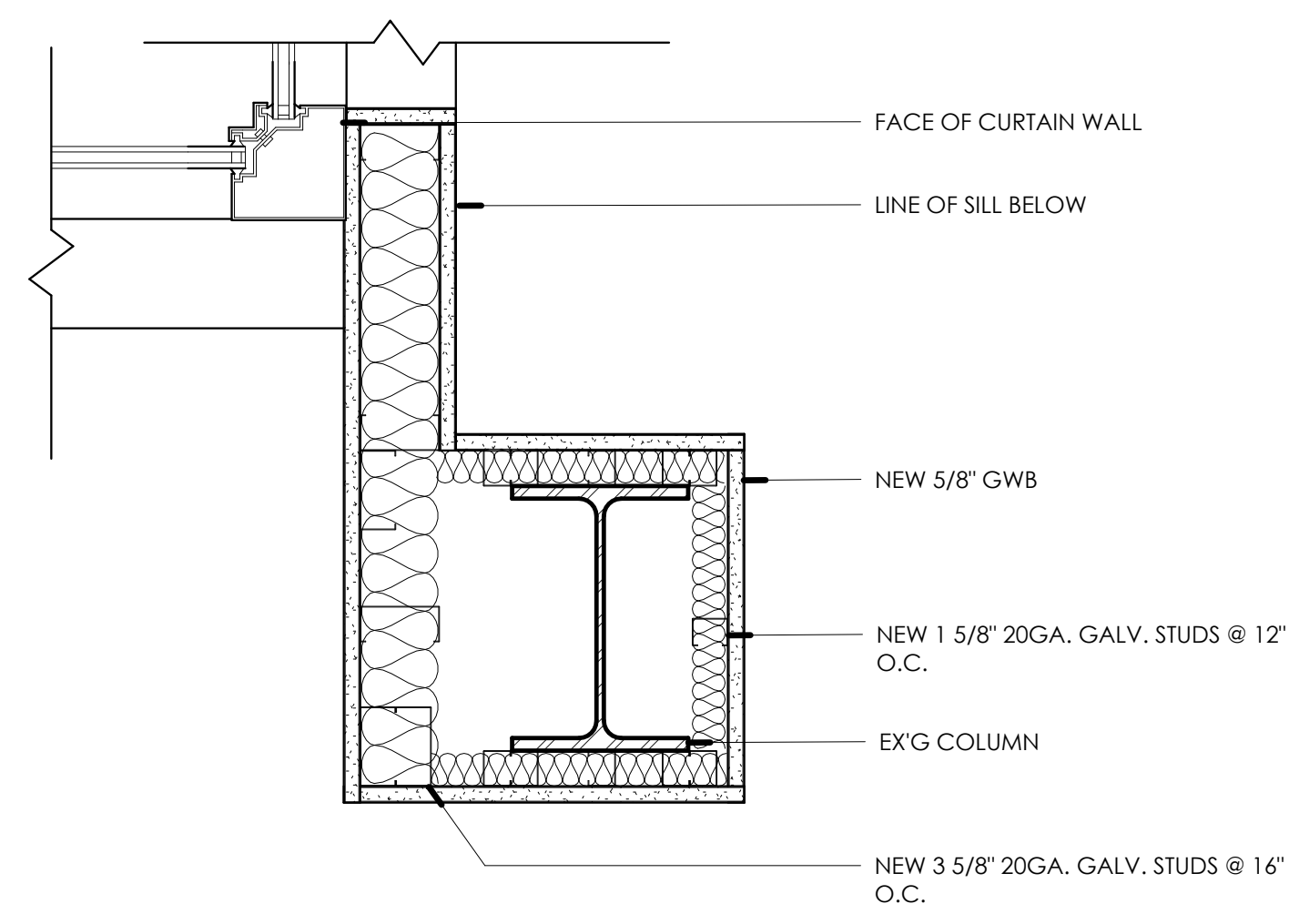
SECTION Q

PLANS AND SPECIFICATIONS

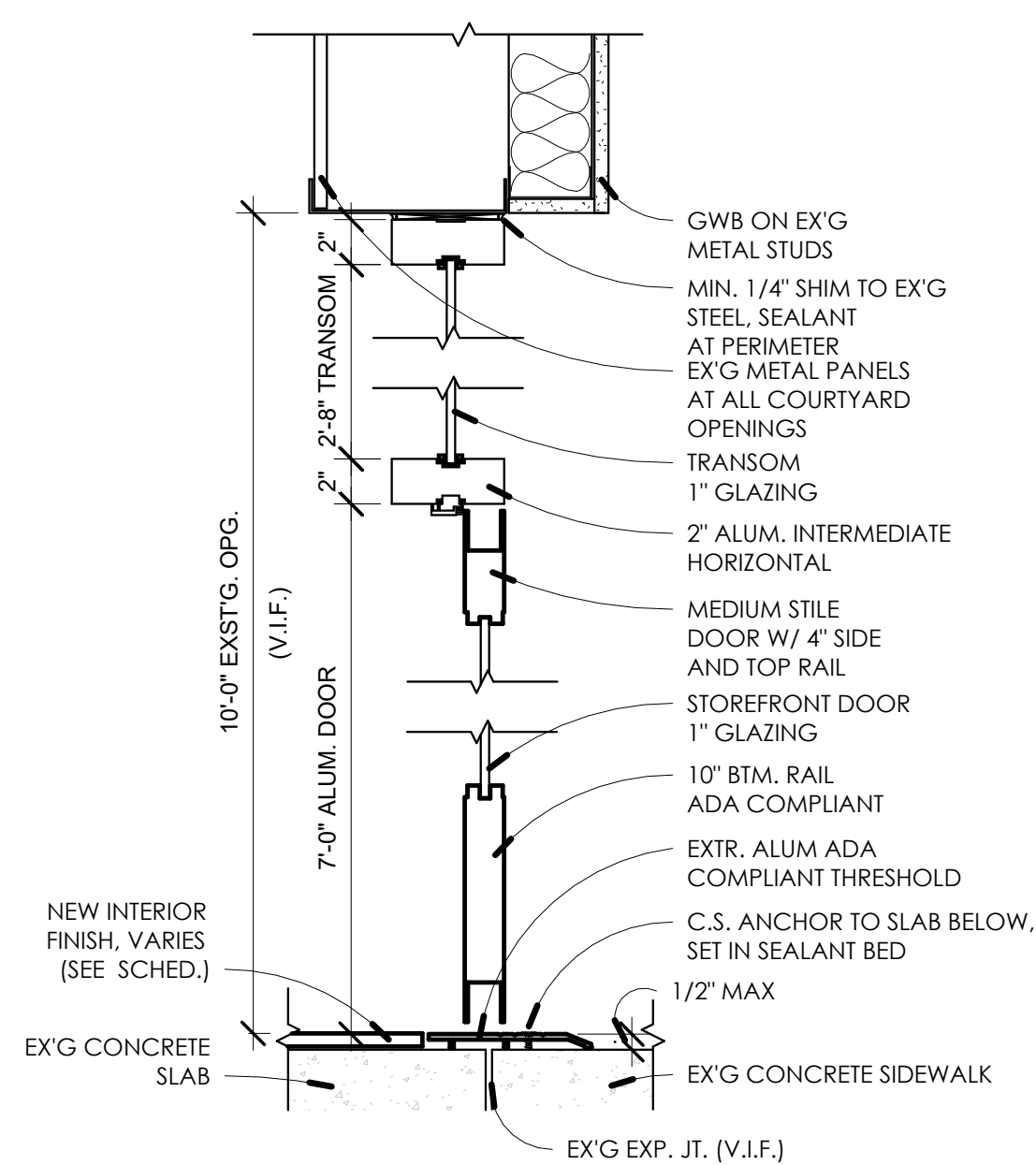
**William C. McLees
AIA, LEED AP**
New Jersey State License AI 14054
Pennsylvania State License RA403479

William McLees Architecture, LLC
New Jersey State Certificate of Authorization # 21AC00055500

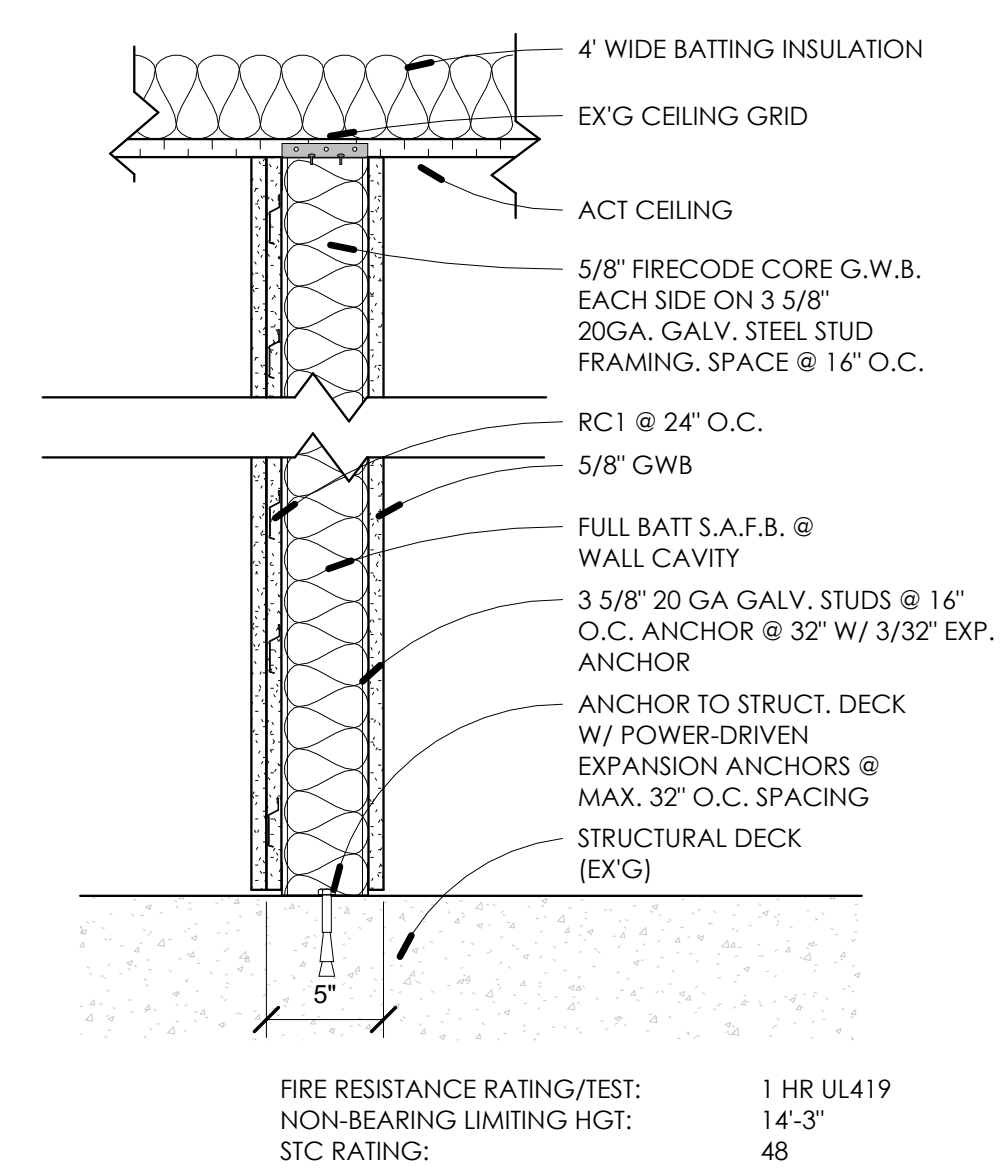
THE INFORMATION CONTAINED HEREIN IS COPYRIGHTED AND REMAINS THE PROPERTY OF WILLIAM MCLEES ARCHITECTURE, LLC. THE MATERIAL IS PROVIDED VIA A LIMITED USE LICENSE TO THE OWNER FOR THE OWNER'S PURPOSES. THIS MATERIAL MAY NOT BE REPRODUCED, TRANSMITTED, OR COPIED WITHOUT THE EXPRESSED WRITTEN CONSENT OF WILLIAM MCLEES ARCHITECTURE, LLC. INFORMATION CONTAINED HEREIN HAS BEEN CREATED AND ASSEMBLED BASED ON THE INFORMATION AVAILABLE AS OF THIS SHEET BELOW. DRAWINGS ARE FOR REFERENCE ONLY AND MAY NOT BE USED FOR CONSTRUCTION UNLESS AND UNTIL (A) CONSTRUCTION ISSUE IS NOTED IN THE TITLE BLOCK BELOW, (B) THIS SHEET IS AFFIXED WITH THE SIGNATURE OF THE REGISTERED ARCHITECT RESPONSIBLE FOR THE WORK, AND, (C) BEARS THE SEAL/STAMP OF SAID ARCHITECT. DO NOT SCALE DRAWINGS © WILLIAM MCLEES ARCHITECTURE, LLC. ALL RIGHTS RESERVED.



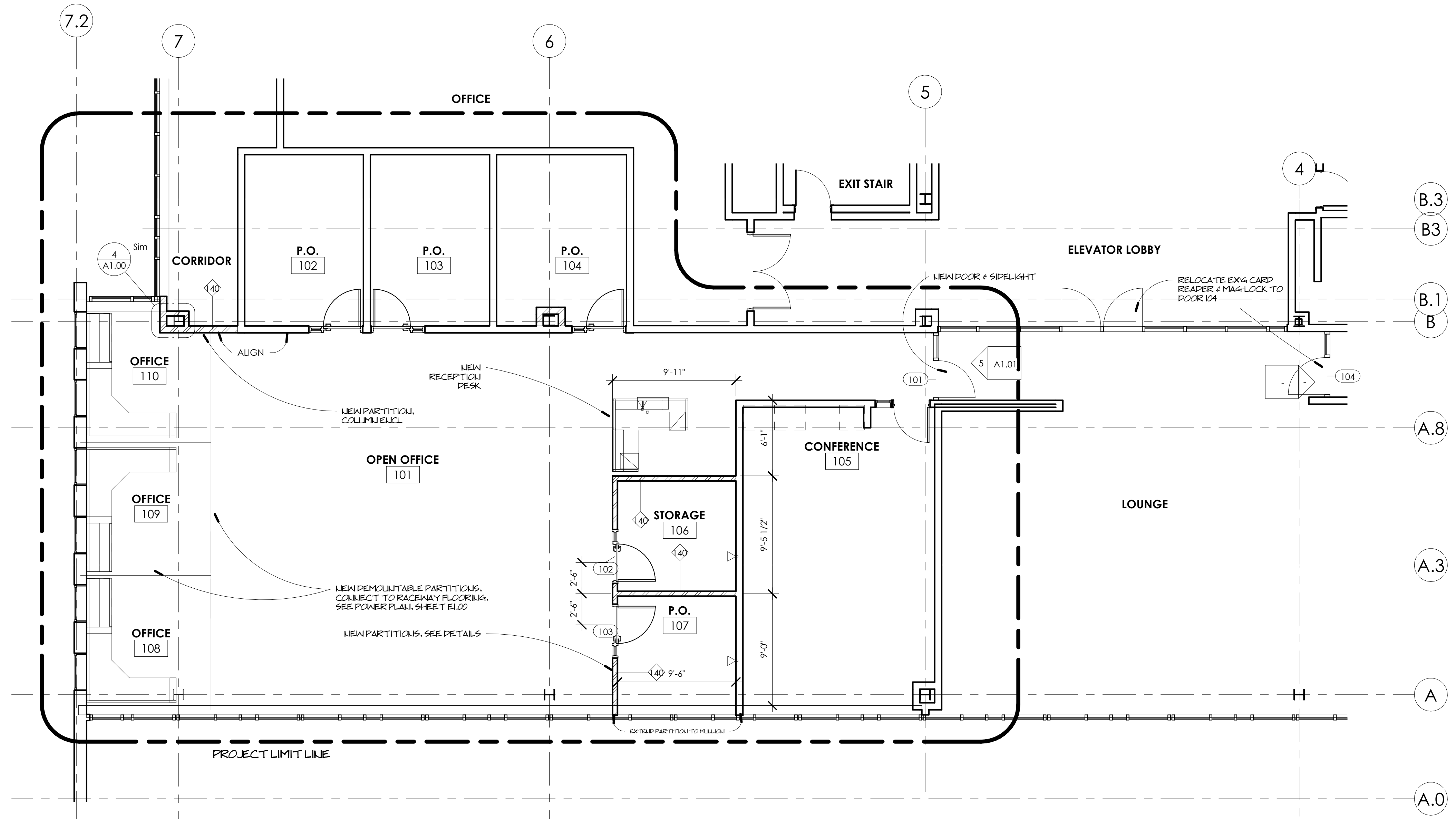
4 COLUMN DETAIL
1 1/2" = 1'-0"



3 SECTION VIEW DETAIL - Storefront
1 1/2" = 1'-0"



2 PARTITION 140
1 1/2" = 1'-0"



1 CONSTRUCTION FLOOR PLAN
3/16" = 1'-0"

CLIENT
**ATLANTIC COUNTY
IMPROVEMENT
AUTHORITY**

ACIA TENANT
IMPROVEMENTS
600 AVIATION RESEARCH
BLVD.
EGG HARBOR TWP, NJ 08234

NOT FOR CONSTRUCTION

No.	Description	Date

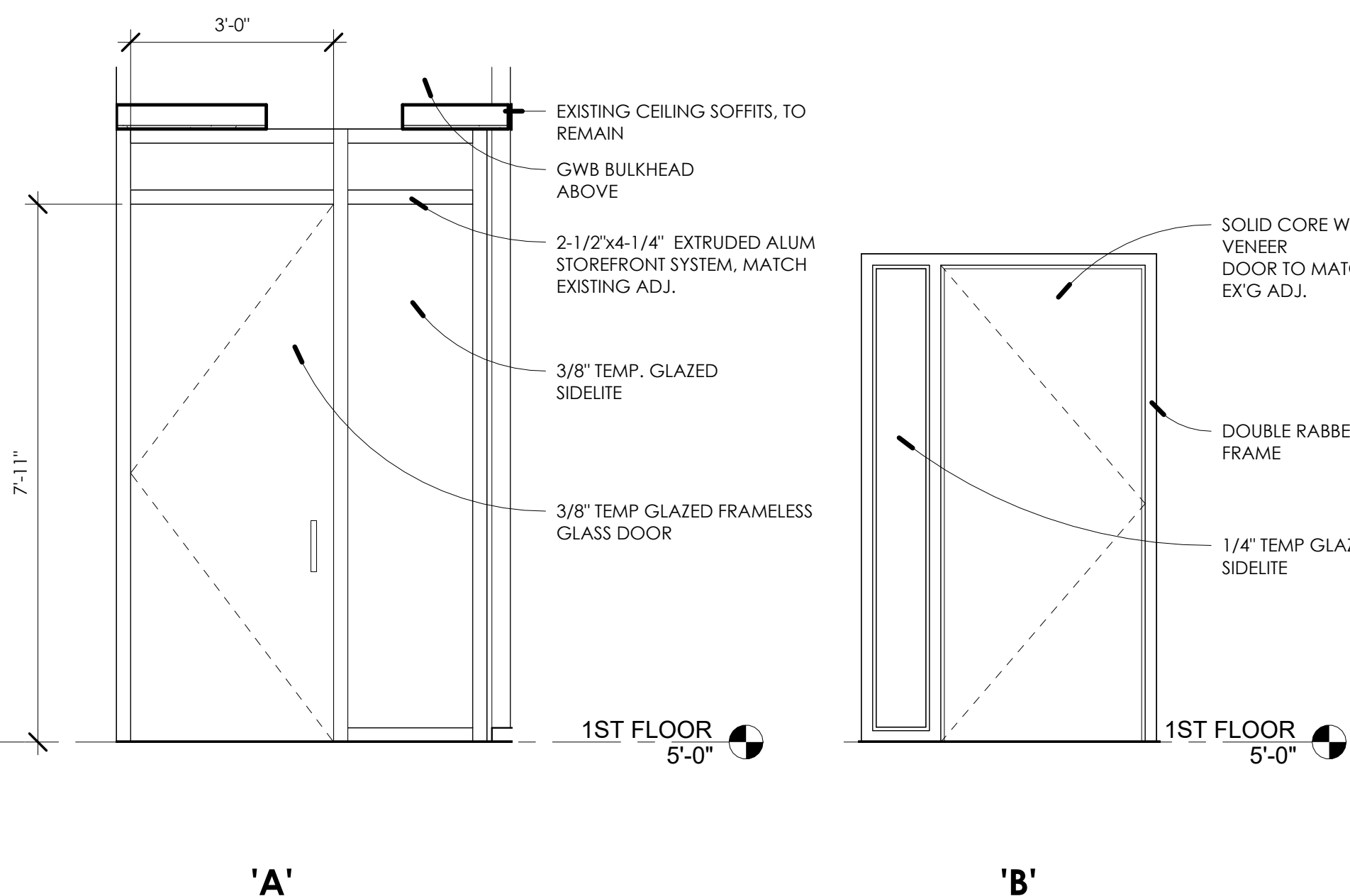
FLOOR PLANS

Scale As indicated
Drawn by MC
Date 9.23.22

A1.00

Comission no. 22041A

DOOR SCHEDULE								
NUMBER	WIDTH	HEIGHT	DOOR MATERIAL	DOOR TYPE	FRAME MATERIAL	RATING	HARDWARE	NOTES
101	3'-0"	7'-11"	GL	A	AL	-	1	
102	3'-0"	7'-0"	WD	B	HM	-	2	
103	3'-0"	7'-0"	WD	B	HM	-	2	
104	3'-0"	7'-11"	GL	A	AL	-	1	REUSE EX'G CARD READER



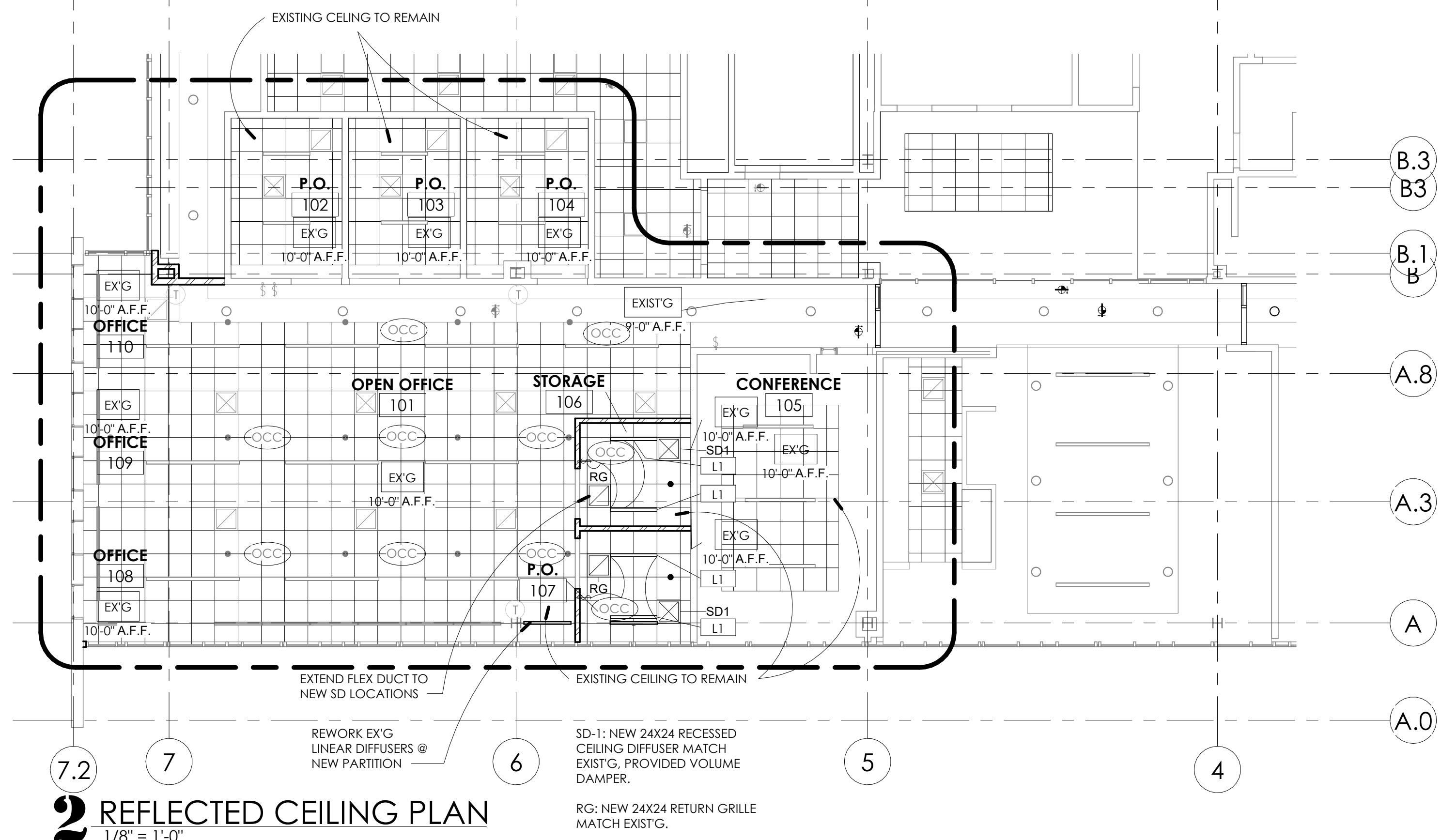
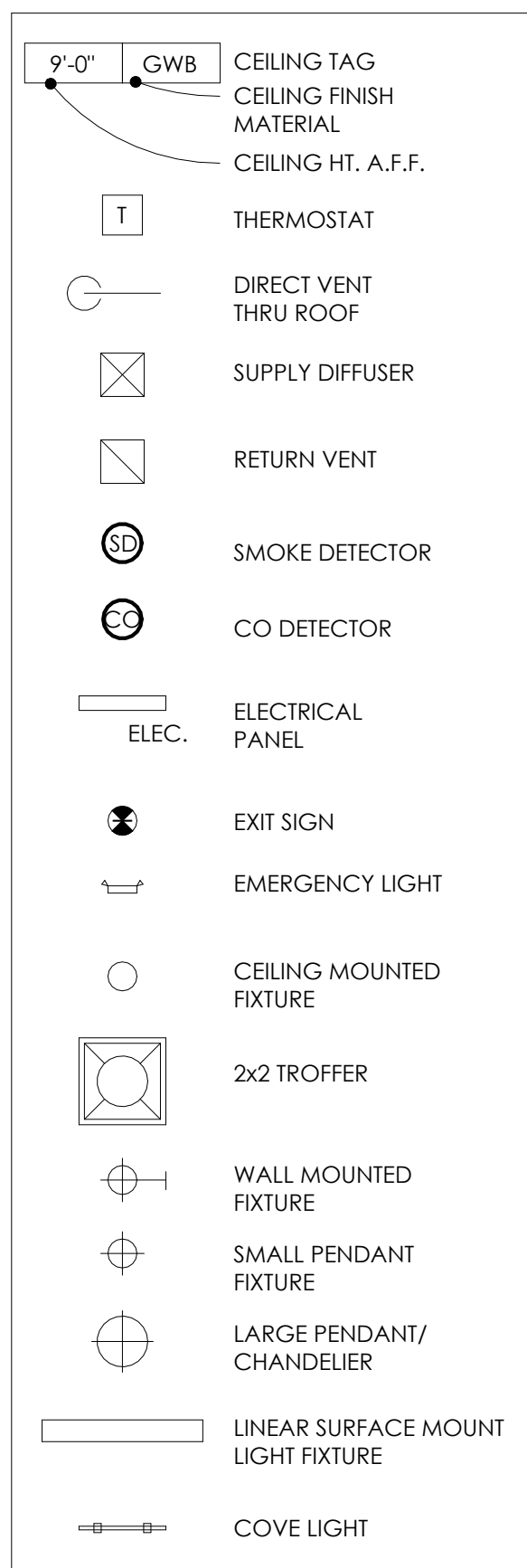
5 DOOR TYPES
1/2" = 1'-0"

HARDWARE SCHEDULE

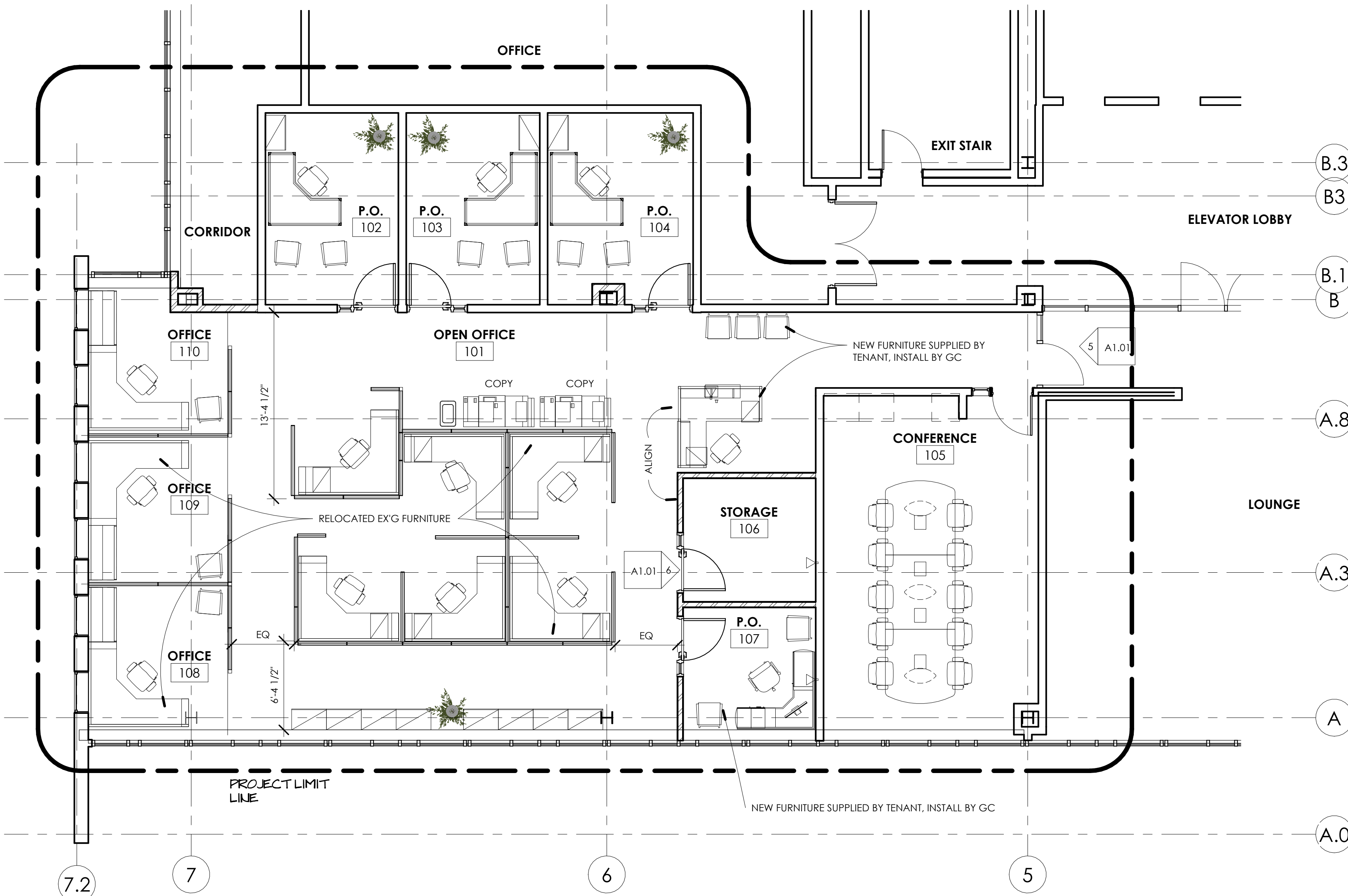
TYPE 1 - ENTRY
 LOCKSET: ASSA ABLOY M32 SERIES MAGNA-LOCK WITH HID GLOBAL WALL MOUNT RFID CARD READER ACTUATOR
 CLOSER: LCN 2030 HEAD MOUNTED CONCEALED CLOSER
 HINGES: CENTER SET TOP AND BOTTOM PIVOTS
 PUSH/PULL: KAWNEER STANDARD
 STOP: IVES CONCAVE WALL MOUNTED
 SEALS: PEMKO S773/S44 W/ACP112 CORNER PADS
 DOOR BOTTOM: PEMKO STC411_PK

TYPE 2 - OFFICE
 LOCKSET: SCHALEO OFFICE FUNCTION FULL MORTISE LOCKSET WITH ADA COMPLIANT LEVER HANDLE TO MATCH EXISTING ADJACENT US26D
 CLOSER: NONE
 HINGES: STANLEY 5 KNUCKLE BALL BEARING HINGES, (2) PAIR US26D
 STOP: IVES CONCAVE WALL MOUNTED
 SEALS: PEMKO S773/S44 W/ACP112 CORNER PADS
 DOOR BOTTOM: PEMKO STC411_PK

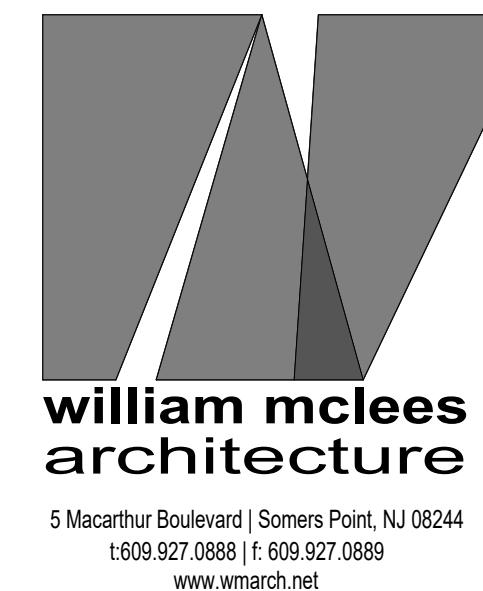
REFLECTED CEILING LEGEND



2 REFLECTED CEILING PLAN
1/8" = 1'-0"



1 FF&E FLOOR PLAN
3/16" = 1'-0"



William C. McLees
AIA, LEED AP
 New Jersey State License A1 14054
 Pennsylvania State License RA403479

William McLees Architecture, LLC
 New Jersey State Certificate of Authorization # 21AC0005500

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ATLANTIC COUNTY
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AUTHORITY

ACIA TENANT
IMPROVEMENTS
 600 AVIATION RESEARCH
 BLVD.
 EGG HARBOR TWP, NJ 08234

NOT FOR CONSTRUCTION

No.	Description	Date

FF&E FLOOR PLAN

Scale As indicated
 Drawn by MC
 Date 9.23.22

A1.01

Comission no. 22041A

William C. McLees
AIA, LEED AP

New Jersey State License AI 14054
Pennsylvania State License RA403479

William McLees Architecture, LLC
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No.	Description	Date

**ELECTRICAL POWER
PLAN**

Scale As indicated
Drawn by MC
Date 9.23.22

E1.00

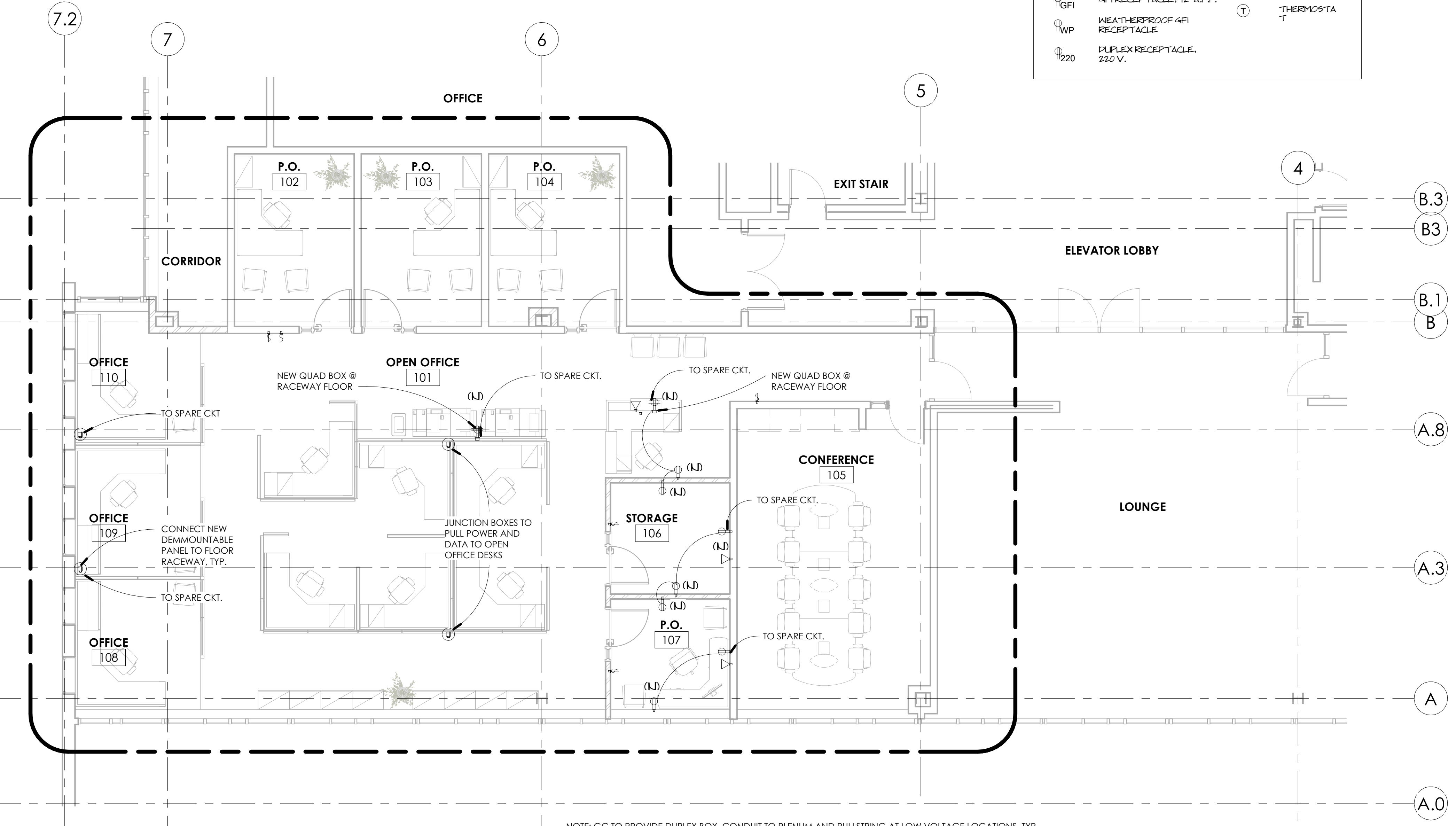
Comision no. 22041A

ELECTRICAL LEGEND

	DUPLEX RECEPTACLE		DATA JACK
	DUPLEX RECEPTACLE, SWITCHED		ELECTRICAL PANEL
	COUNTER RECEPTACLE, 42" A.F.F.		CARD READER
	GFI RECEPTACLE, 42" A.F.F.		THERMOSTAT
	WEATHERPROOF GFI RECEPTACLE		
	DUPLEX RECEPTACLE, 220 V.		

ELECTRICAL NOTES

- GENERAL**
- ALL ELECTRICAL WORK TO BE INSTALLED IN ACCORDANCE WITH THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY THE UNIFORM CONSTRUCTION CODE - STATE OF NEW JERSEY AND ANY OTHER PARTY HAVING JURISDICTION.
 - ALL ELECTRICAL MATERIALS AND EQUIPMENT FOR THE PROJECT SHALL BE NEW AND APPROVED BY UNDERWRITERS LABORATORY (U.L.) OR ANY OTHER NATIONALLY RECOGNIZED TESTING AGENCY UNLESS NOTED OTHERWISE ON DRAWINGS.
 - ALL NECESSARY PERMITS, INSPECTIONS, AND LICENSES SHALL BE PROCURED AND ALL FEES PAID BY THE CONTRACTOR. SUBMIT TO THE OWNER DUPLICATE CERTIFICATES OF INSPECTION FROM THE APPROVED INSPECTION AGENCY.
 - UPON COMPLETION OF THE WORK, THE ENTIRE WIRING SYSTEM SHALL BE FREE FROM GROUNDS, SHORT CIRCUITS, OPEN, OVERLOADS AND IMPROPER VOLTAGES.
 - PRIOR TO FINAL ACCEPTANCE OF THE WORK, A WRITTEN STATEMENT SHALL BE SUBMITTED TO THE OWNER GUARANTEEING ALL EQUIPMENT AND SYSTEMS AGAINST DEFECTIVE MATERIAL AND WORKMANSHIP FOR ONE (1) YEAR FROM THE DATE OF ACCEPTANCE. UPON NOTICE ALL DEFECTIVE EQUIPMENT, MATERIALS AND SYSTEMS SHALL BE PROMPTLY REPAIRED AT NO EXPENSE TO THE OWNER.
 - THIS SET OF DRAWINGS IS DIAGRAMMATIC IN NATURE AND INDICATES THE GENERAL ARRANGEMENT OF THE VARIOUS SYSTEMS AND APPROXIMATE LOCATIONS OF THE EQUIPMENT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THAT THERE IS ADEQUATE SPACE AT THE LOCATIONS INDICATED FOR ALL EQUIPMENT PRIOR TO INSTALLATION OF SAME. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL DIMENSIONS IN THE FIELD, PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 - ELECTRICAL CONTRACTOR SHALL SECURE SHOP DRAWINGS FROM OTHER CONTRACTORS AND VERIFY EXACT ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE WIRED PRIOR TO ROUGH-IN. IF DISCREPANCIES ARE NOTED BETWEEN THE ELECTRICAL CONTRACT DRAWINGS AND OTHER CONTRACTOR SHOP DRAWINGS, ELECTRICAL CONTRACTOR IS TO NOTIFY ENGINEER AT ONCE. FAILURE TO PERFORM THIS DUTY WILL NOT RELIEVE THE ELECTRICAL CONTRACTOR OF THE RESPONSIBILITY TO CORRECT WIRING DEFICIENCIES AT NO EXPENSE TO THE OWNER.
 - ALL DEVICES OR EQUIPMENT SHOWN IN SYMBOL FORM SHALL BE WIRED TO ITS RESPECTIVE PANEL.
 - THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL AN ARC FLASH WARNING PLACARD THAT SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE OF SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, AND MOTOR CONTROL CENTERS IN ACCORDANCE WITH ARTICLE 110.14 OF THE 2017 NEC.
 - ALL INTERIOR WIRING SHALL BE INSTALLED IN ELECTRICAL NONMETALLIC TUBING OR NONMETALLIC CABLE AND CONCEALED IN WALLS OR IN HUNG CEILING SPACE. ENT SHALL CONFORM TO ARTICLE 302 AND NM CABLE SHALL CONFORM TO ARTICLE 304 OF THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE. WHERE WIRING CANNOT BE CONCEALED IN FINISHED AREAS, IT SHALL BE RUN EXPOSED IN A NEAT MANNER VIA SURFACE RACEWAY. MINIMUM CONDUIT SIZE SHALL BE 3/4" UNLESS NOTED OTHERWISE.
 - ALL WIRING, CONNECTIONS AND DEVICES SHALL BE PROVIDED TO COMPLY WITH THE GROUNDING REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND THE DRAWINGS UNLESS NOTED OTHERWISE. ALL EXPOSED NON-CURRENT CARRYING ELECTRICAL EQUIPMENT METALLIC PARTS, RACEWAY SYSTEMS AND WIRING SYSTEM GROUNDING CONDUCTORS SYSTEM SHALL BE GROUNDING.
 - PROVIDE A SEPARATE, GREEN-COLORED, INSULATED EQUIPMENT GROUNDING CONDUCTOR WITHIN EACH FEEDER AND BRANCH CIRCUIT RACEWAY. THIS CONDUCTOR SHALL BE SEPARATE FROM THE ELECTRICAL SYSTEM NEUTRAL CONDUCTOR. TERMINATE EACH END OF THIS GROUNDING CONDUCTOR ON A U.L. LISTED LUG, BUS OR BUSHING. THE GROUNDING CONDUCTOR SIZE SHALL BE IN ACCORDANCE WITH NEC, TABLE 250.122.
 - ALL CUTTING AND PATCHING REQUIRED FOR THE ELECTRICAL WORK SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
 - PANEL BOARD DIRECTORIES SHALL BE TYPED, AND UPDATED INDICATING NEW CIRCUITING AND DEVICE DESCRIPTION AS SHOWN ON DRAWINGS.
 - EXISTING EQUIPMENT FIXTURES, COMPONENTS, AND ALL OTHER RELATED APPURTENANCES WHICH ARE NO LONGER REQUIRED AS INDICATED ON DRAWINGS SHALL BE REMOVED AND BECOME PROPERTY OF THE OWNER.
 - ALL COMPONENTS OF EXISTING SYSTEMS REQUIRED TO BE MODIFIED, EXTENDED OR REUSED SHALL BE INSPECTED AND RETURNED TO A FIRST-CLASS OPERATING CONDITION. COMPONENTS SHALL BE CLEANED AND REPAINTED IF NECESSARY.
 - ALL DEMOLISHED MATERIALS SHALL BE CAREFULLY REMOVED FROM THE PREMISES BY THE MOST DIRECT PATH. ANY DAMAGE INCURRED BY THE REMOVAL PROCESS SHALL BE REPAIRED TO MATCH THE SURROUNDING WORK AND LEFT IN SATISFACTORY CONDITION. ALL AREAS SHALL BE CLEANED OF ALL DIRT AND DEBRIS RESULTING FROM DEMOLITION.
 - ALL HOLES OR VOIDS CREATED TO ROUTE CONDUIT OR METAL CLAD CABLE THROUGH FIRE RATED FLOORS AND WALLS SHALL BE SEALED WITH AN INTUMESCENT MATERIAL CAPABLE OF EXPANDING UP TO 8 TO 10 TIMES WHEN EXPOSED TO A TEMPERATURE OF 250 DEGREES FAHRENHEIT AND ABOVE. ACCEPTABLE SEALING MATERIAL SUCH AS 3M FIRE BARRIER CAULK, PUTTY, STRIP AND SHEET FORM SHALL HAVE I.C.B.O. AND ROCA APPROVED RATING OF 3 HOURS PER ASTM E-814 (U.L. 1479) AS PER NEC ARTICLE 300.21.
 - THE ELECTRICAL WORK RELATING TO THE PROJECT IS SHOWN. OTHER EXISTING ELECTRICAL AND SYSTEMS COMPONENTS HAVE BEEN LEFT OFF THE DRAWING FOR CLARITY.
 - TWO OR THREE POLE CIRCUIT BREAKERS SHALL BE COMMON TRIP TYPE. SINGLE POLE BREAKERS WITH YOKED HANDLE WILL NOT BE PERMITTED.
 - THE ELECTRICAL CONTRACTOR SHALL NOT UTILIZE A "COMMON NEUTRAL" ON MULTIPLE BRANCH CIRCUITS. EACH SUCH CIRCUIT SHALL BE RUN WITH ITS OWN DEDICATED NEUTRAL WIRE.
 - WHERE CONDUIT RUNS CROSS STRUCTURAL EXPANSION JOINTS, LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE USED TO TRANSFER CONDUIT SYSTEM FROM ONE STRUCTURAL SECTION TO THE OTHER.
 - THERMAL OVERLOAD PROTECTION SHALL BE IN COMPLIANCE WITH MOTOR MANUFACTURER'S SPECIFICATIONS.
 - WHERE CIRCUIT BREAKERS OR FUSES ARE APPLIED IN COMPLIANCE WITH THE SERIES COMBINATION RATINGS MARKED ON THE EQUIPMENT BY THE MANUFACTURER, THE EQUIPMENT ENCLOSURES SHALL BE LEGIBLY MARKED IN THE FIELD TO INDICATE THE EQUIPMENT HAS BEEN APPLIED WITH A SERIES COMBINATION DEVICE RATING. THE MARKING SHALL BE READILY VISIBLE AND CONFORM TO ARTICLE 110.22 OF THE 2017 EDITION OF THE NATIONAL ELECTRICAL CODE.
 - PROVIDE NECESSARY COMMON GROUNDS BETWEEN THE ELECTRICAL SERVICE, TELEPHONE SERVICE, UNDERGROUND METALLIC PIPING, CONDUIT, AND FOUNDATION/FOOTING REBAR PER NEC ARTICLES 250.50 & 250.52
 - CONTRACTOR TO PROVIDE RECEPTACLES TO MATCH PLUGS FURNISHED WITH EQUIPMENT.
 - ALL LIGHTING AND POWER PANELS SHALL HAVE THEIR TOPS AT 6'-6" ABOVE FINISHED FLOOR.
 - PANEL BOARDS SHALL BE DEAD-FRONT, SAFETY-TYPE AND SHALL CONTAIN MAIN LUG RATINGS, BRANCH CIRCUIT BREAKERS, SPACES AND BUSES AS INDICATED ON THE DRAWINGS.
 - PANEL BOARDS SHALL BE SUITABLE FOR FLUSH MOUNTING OR SURFACE MOUNTED INSTALLATION AS REQUIRED.
 - ELECTRICAL CONTRACTOR SHALL LOCATE LIGHTING FIXTURES TO SUIT STRUCTURAL AND ARCHITECTURAL CONDITIONS IN THOSE ROOMS WHERE BEAMS, DROPPED SOFFITS, ACCESS PANELS OR SIMILAR OBSTRUCTIONS REQUIRE A CHANGE IN LIGHTING FIXTURE LAYOUT.
 - ELECTRICAL CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL ELECTRICAL DEVICES WITH MILLWORK CONTRACTOR AND ARCHITECT PRIOR TO ROUGH-IN.
 - ALL LIGHTING CIRCUITS SHALL BE EQUIPPED WITH A DEVICE FOR DIMMING CONTROL. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OWNER, THE ARCHITECT, AND THE LIGHTING MANUFACTURER THE MEANS OF DIMMING.



NOTE: GC TO PROVIDE DUPLEX BOX, CONDUIT TO PLENUM AND PULLSTRING AT LOW VOLTAGE LOCATIONS, TYP.

ELECTRICAL PLAN
3/16" = 1'-0"

GENERAL NOTES

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH IN THE NEW JERSEY UNIFORM CONSTRUCTION CODE (NJAC 5:23) AND ALL APPLICABLE MODEL BUILDING SUBCODES, INCLUDING BUT NOT LIMITED TO: NEW JERSEY INTERNATIONAL BUILDING CODE, 2018
 ICC/ANSI 117.1, 2009 ACCESSIBLE AND USABLE BUILDING AND FACILITIES
 INTERNATIONAL MECHANICAL CODE, 2018
 NATIONAL ELECTRICAL CODE, 2017
 NATIONAL STANDARD PLUMBING CODE, 2018

ALL WORK SHALL BE PERFORMED DURING NORMAL WORK HOURS, AS SET FORTH IN THE MUNICIPAL ORDINANCE WHICH HOLDS JURISDICTION OVER THE AREA OF WORK, UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THESE CONTRACT DOCUMENTS, SPECIFICATIONS, OR OTHER WRITTEN AGREEMENTS BETWEEN OWNER AND CONTRACTOR.

THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY ALL DIMENSIONS PRIOR TO COMMENCEMENT OF WORK AND NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL MAINTAIN A CLEAN WORK-SITE AND PROTECT ALL BUILDING MATERIALS FROM THE ELEMENTS AND FROM ON-GOING CONSTRUCTION WORK AS NECESSARY TO MAINTAIN THE MATERIAL INTEGRITY.

THE AREA OF WORK SHALL BE SEPARATED FROM ALL OTHER OCCUPIED AREAS BY MINIMUM 6 MIL POLY ETHYLENE DUST CURTAIN, WHERE AREAS OF WORK ARE ADJACENT TO PUBLIC AREAS TO BE OCCUPIED AND CONSTRUCTION PARTITIONS ARE NOT SPECIFIED IN OTHER AREAS OF THESE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, THE AREA OF WORK SHALL BE SEPARATED BY A UL DESIGN U465 ONE HOUR CONSTRUCTION PARTITION FROM FLOOR TO CEILING ABOVE THE MIN. 5/8" G.W.B. EACH SIDE OF 3-5/8" METAL STUD FRAMING AT 16" O.C. AND 3" S.A.F.B. IN THE STUD CAVITY. ALL CONSTRUCTION PARTITION REQUIREMENTS SHALL COMPLY WITH NJAC 5:23-9.6(C) IN ALL CASES.

WHEN NOT SPECIFICALLY INDICATED IN THE CONTRACT DOCUMENTS, ALL SITE WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE MUNICIPALITY HAVING JURISDICTION OVER THE PROJECT AREA AND ICC/ANSI 117.1, 2009

ALL LANDSCAPING SHALL BE INSTALLED AT SUCH TIME SO AS TO BE IN HEALTHY CONDITION AT THE TIME OF SUBSTANTIAL COMPLETION. ANY LANDSCAPE MATERIALS NOT IN SUCH CONDITION AT THE TIME OF SUBSTANTIAL COMPLETION SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER, GROWING SEASON, AND CONSTRUCTION SCHEDULE IN SCHEDULING INSTALLATIONS AFTER SUBSTANTIAL COMPLETION.

ALL BEARING SOIL SHALL BE UNDISTURBED OR 100% COMPACTED SOIL TO ACCOMMODATE THE INSTALLATION OF FOOTINGS, FOUNDATION WALLS, PILING, ETC. WHEN NOT INDICATED OTHERWISE IN THESE CONTRACT DOCUMENTS AND SPECIFICATIONS VIA SOIL REPORT, BEARING CAPACITY OF THE SOIL IN THE AREA OF WORK SHALL BE CONSIDERED TO BE 3,000 PSI WITHOUT DETRIMENTAL SETTLEMENT. IN SUCH CASES, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE TESTING TO VERIFY THIS CONDITION PRIOR TO COMMENCEMENT OF WORK.

FOOTINGS SHALL BE LOCATED A MINIMUM OF 30" BELOW GRADE, UNLESS OTHERWISE INDICATED IN THESE DOCUMENTS.

IN PERFORMING ANY EARTHWORK, ALL EXCAVATED AREAS SHALL BE PROVIDED WITH TEMPORARY SUPPORTS AND/OR SHORING TO PREVENT ANY COLLAPSE. EXCAVATED SOILS, FILL, ETC. SHALL BE STORED SO AS NOT TO EXCEED THE ANGLE OF REPOSE FOR EACH TYPE. ALL BEARING SOIL, WHEN EXCAVATED AND STORED SHALL BE PROPERLY PROTECTED FROM THE ELEMENTS UNTIL BACKFILLING.

BACKFILLING SHALL BE PERFORMED IN MAX. 6' LIFTS UNLESS OTHERWISE INDICATED IN THESE DOCUMENTS. EACH LIFT SHALL BE TAMPED PRIOR TO CONTINUING WORK.

ALL MISCELLANEOUS WOOD SHALL BE MIN. NO. 1 OR BETTER DOUGLASS FIR, WOOD NAILERS, BLOCKING, ETC. IN FOUNDATION CONSTRUCTION SHALL BE TREATED TO RESIST DECAY.

ALL CRAWL SPACES AND SLAB ON-GRADE CONDITIONS SHALL BE PROVIDED WITH 6 MIL POLYETHYLENE VAPOR BARRIER FOR THE ENTIRE FOOTPRINT AND MIN. 24" WIDE 2" RIGID INSULATION AT THE ENTIRE PERIMETER OF THE BUILDING FOOTPRINT.

ALL CONCRETE TO BE PROVIDED SHALL BE MIN. 4,000 PSI IN 28 DAYS UNLESS INDICATED OTHERWISE IN THESE DOCUMENTS.

ALL CONCRETE MASONRY UNITS WHEN LOAD-BEARING SHALL CONFORM TO ASTM C34-84. IN NON-LOAD-BEARING APPLICATIONS MASONRY UNITS SHALL COMPLY WITH C56-81.

ALL DOORS AND WINDOWS AT EXTERIOR WALLS SHALL BE PROVIDED WITH ALUM. SILL FLASHING UNDER THE ENTIRE WIDTH OF THE OPENING. AT WINDOW AREAS, FLASHING SHALL HAVE UPTURNED EDGES WITH SOLDERED CORNERS AND PITCH TO THE EXTERIOR. ALL WINDOWS AND DOORS SHALL BE PROVIDED WITH SHIM SPACES AT THE PERIMETER TO ENSURE A PLUMB AND TRUE INSTALLATION.

ALL GLAZING IN HAZARDOUS AREAS AS DEFINED IN 2404.2 SHALL BE TEMPERED GLAZED SAFETY GLASS AND SHALL BE IMPACT-RESISTANT GLAZED OPENINGS.

ALL GYPSUM WALL BOARD TO BE 5/8" FIRECODE 'C' UNLESS INDICATED OTHERWISE IN THE DOCUMENTS.

ALL BATHROOM AND KITCHEN AREAS SHALL BE PROVIDED WITH WATER-RESISTANT G.W.B., TYPICAL. ALL TILE AREAS SHALL BE PROVIDED WITH CEMENTITIOUS BOARD BACK-UP UNLESS INDICATED OTHERWISE.

IN ALL PAINTED WALL AREAS, G.W.B. SHALL BE TAPED AND SPACKLED TO MIN. LEVEL 4 FINISH.

IN ALL WALL-COVERED AREAS, G.W.B. SHALL BE TAPED AND SPACKLED TO MIN. LEVEL 4 FINISH.

SHOP DRAWINGS SHALL BE REQUIRED FOR ALL MILLWORK.

ALL THRESHOLDS AND OTHER FLOORING TRANSITIONS SHALL COMPLY WITH THE FLOOR LEVEL CHANGES CONSTITUTED IN ICC/ANSI 117.1, 2009.

ALL SPECIALTIES, ACCESSORIES, OR OTHER WALL-MOUNTED EQUIPMENT, FIXTURES, ETC. SHALL BE PROVIDED WITH NON-COMBUSTIBLE BLOCKING IN THE WALL CAVITY FOR SUPPORT UNLESS SPECIFICALLY NOTED OTHERWISE.

ALL ELEVATOR PITS (WHERE APPLICABLE) SHALL BE PROVIDED WITH SUMP PUMP CONNECTED TO THE BUILDING STORM WATER SYSTEM. THE PIT SHALL BE PROVIDED WITH A GALV. STEEL ACCESS LADDER MOUNTED IN AN OSHA COMPLIANT LOCATION WITH WORK LIGHT AND SWITCH ACCESSIBLE FROM THE POINT OF ENTRY. ALL ELEVATOR DOORS SHALL BE PROVIDED WITH STRUCTURAL STEEL SILL ANGLES AS REQUIRED BY THE MANUFACTURER.

ACIA TENANT IMPROVEMENTS

**ALTERATION TO:
 600 AVIATION RESEARCH BOULEVARD
 EGG HARBOR TOWNSHIP, NJ 08234**

OWNER: ATLANTIC COUNTY IMPROVEMENT AUTHORITY
 600 AVIATION RESEARCH BOULEVARD
 EGG HARBOR TOWNSHIP, NJ 08234

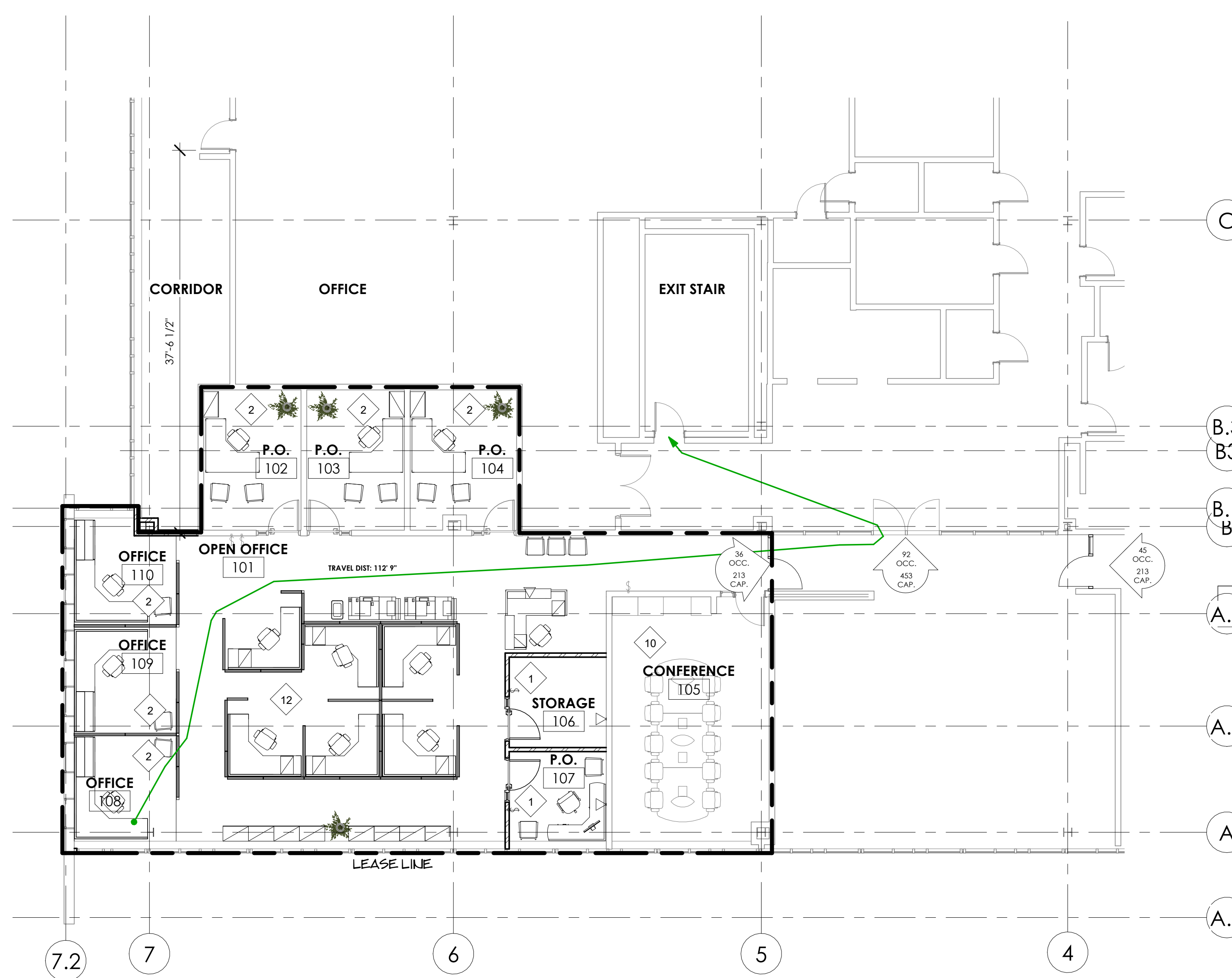
ARCHITECT: WILLIAM MCLEES ARCHITECTURE
 5 MACARTHUR BOULEVARD
 SOMERS POINT, NJ 08244
 CONTACT: WILLIAM MCLEES, AIA
 609.927.0888

BUILDING CODE ANALYSIS

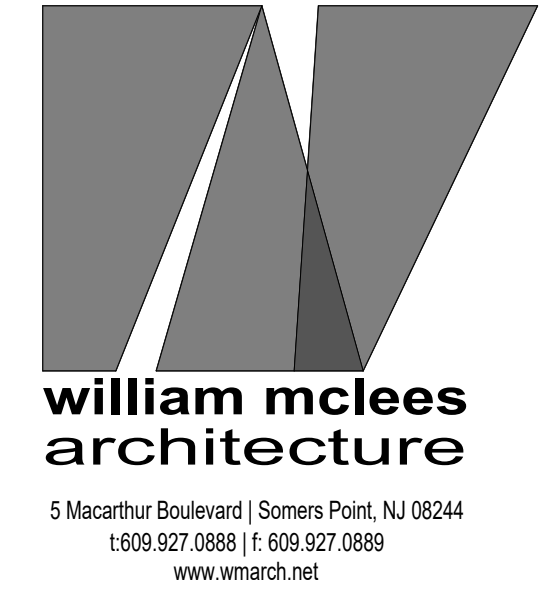
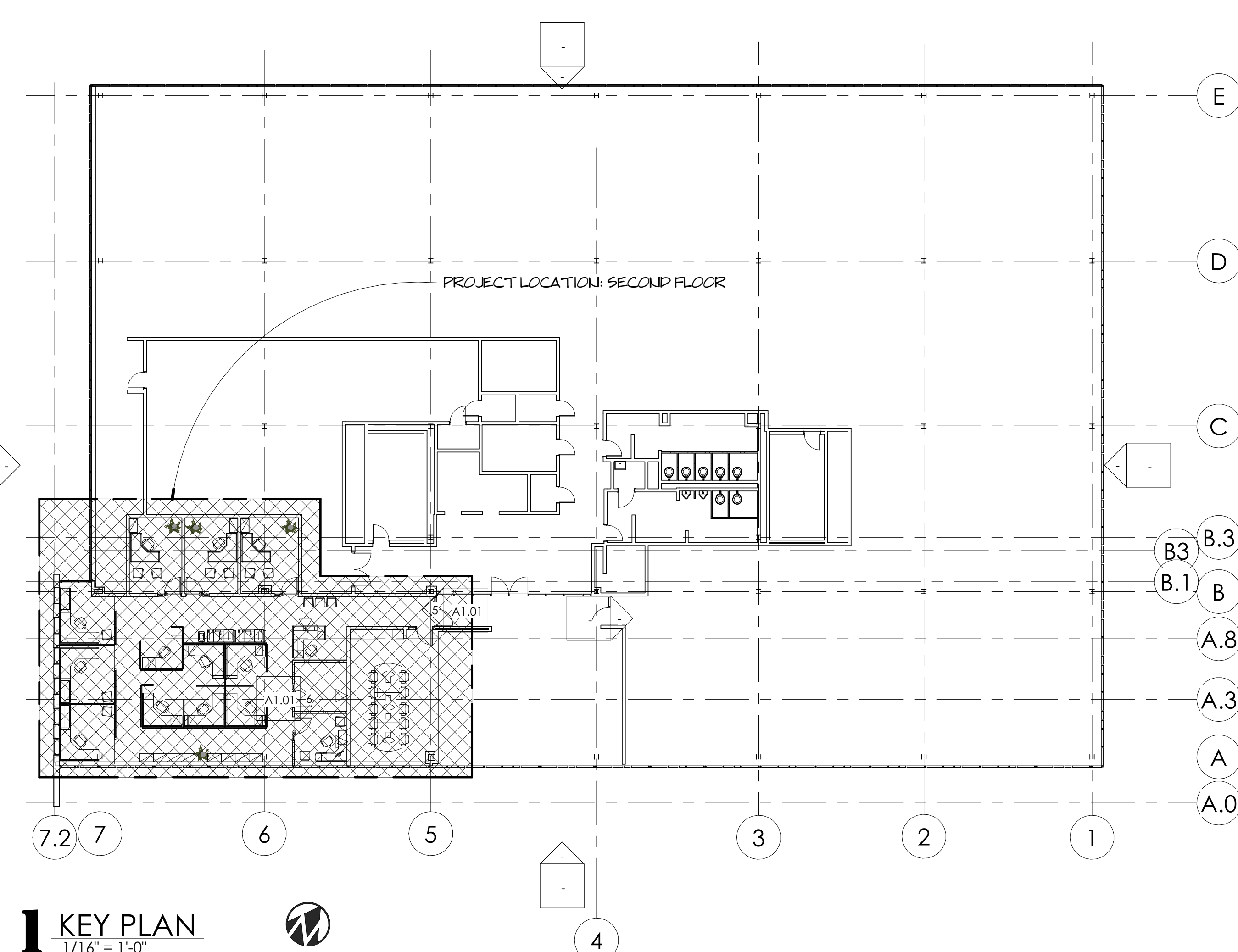
This work is governed by the New Jersey Uniform Construction Code, New Jersey Edition of the 2018 International Building Code and all other applicable subcodes as adopted therein. This work shall qualify as alteration under the requirements and definitions of the New Jersey U.C.C.

Total Tenant Area:	Enclosed
Building Footprint:	2500 S.F.
Use Group:	B
Construction Class:	II B

DRAWING LIST						
SHEET NUMBER	SHEET NAME	ISSUE DATE	CURRENT REVISION	REVISION DATE	Drawn By	
G0.00	COVER SHEET	9.23.22			MC	
A1.00	FLOOR PLANS	9.23.22			MC	
A1.01	FF&E FLOOR PLAN	9.23.22			MC	
E1.00	ELECTRICAL POWER PLAN	9.23.22			MC	



1 KEY PLAN
 1/16" = 1'-0"



William C. McLees
AIA, LEED AP
 New Jersey State License A1 14054
 Pennsylvania State License RA403479

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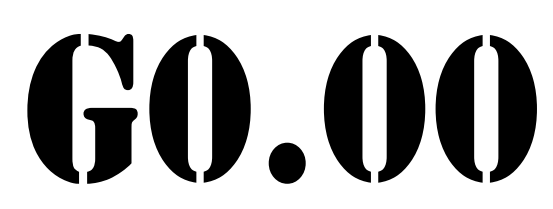
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 EGG HARBOR TWP, NJ 08234

NOT FOR CONSTRUCTION

No.	Description	Date

COVER SHEET

Scale: As indicated
 Drawn by: MC
 Date: 9.23.22



Comission no. 22041A