

ADDENDA 2
Northwest Resiliency Park Project

Project No S340635-06 Date 5/1/19

1.1 PROJECT INFORMATION

- A. Project Name: Northwest Resiliency Park.
- B. Owner: City of Hoboken.
- C. Owner Project Number: 19-07.
- D. Engineer: E&LP.
- E. Engineer Project Number: 0117269.
- F. Date of Addendum: 4/24/2019.

Acceptable Charles J. ...
Bureau Chief

Recommended for Acceptance Charles J. ...
Section Chief

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the **Instructions to Bidders and Conditions of the Contract**. This Addendum serves to clarify, revise, and supersede information in the project documents. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is **changed to the following**, at same time and location.
 - 1. Bid Date: **May 23, 2019**.

Attention
This contract document has been found acceptable as per local and/or State requirements under the Environmental Infrastructure Financing Act. This acceptance does not include or imply any other approval pursuant to local, regional or other State project review requirements.

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents and Specification Sections:
 - 1. Document: USEPA SICPA stamped March 22, 2019.
 - 2. Section 006000, page 4: Modify Article 6 as shown.
 - 3. Section 006000, page 8: Remove Article 13 in its entirety.
 - 4. Section 011219, Page 2: Revisions to milestone schedule, as shown.

1.4 QUESTIONS OR CLARIFICATIONS FROM BIDDERS

A. Posillico, Inc.

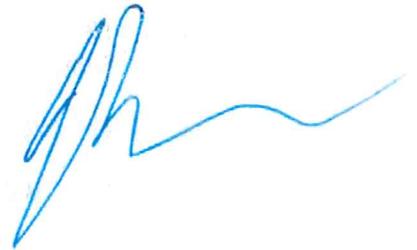
1. Question: Does the BASF USEPA TSCA Modification Letter have a response or approval from the EPA? If so, please provide a copy to the contractor for disposal facility approvals.?

See attached letter.

2. Question: We respectfully request an extension to the bid. If two weeks is not possible, at least consider one week. I have contacted several of our major subs...all requested an extension for the bid.?

The bid date has been extended to May 23, 2019.

END OF DOCUMENT



SECTION 006000



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

MAR 22 2019

Mr. Stephen D. Marks
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Request for a Modification to the Self-Implementation Cleanup Plan Approval, Remedial Action Workplan for On-Site PCBs Removal, Former BASF Corporation/Proposed Northwest Resiliency Park

Dear Mr. Marks:

This letter is in response to the February 27, 2019 correspondence and supplemental information provided in the March 5, 2019 email by EXCEL Environmental Resources, Inc. (Excel) regarding the above-referenced site. Excel's correspondence conveys a request, on behalf of City of Hoboken, for a modification to the United States Environmental Protection Agency's (EPA's) April 22, 2015, self-implementing polychlorinated biphenyl (PCB) cleanup and disposal approval. The modification would allow high occupancy with a contamination level less than 10 ppm (with installation of an appropriate cap and deed restriction meeting the requirements of 40 CFR 761.61 (a)(7) and 40 CFR 761.61 (a)(8), respectively). The modification will allow for a revision to the existing cap and excavation and disposal of additional PCB contaminated soils.

Please be advised that EPA has reviewed the information contained in Excel's aforementioned submission and hereby approves the modification request. Please note that all other terms and conditions of the April 22, 2015 approval remain in effect. This Approval, as well as the April 22nd Approval, only specify the applicable requirements under TSCA and does not cite to or make any determination regarding the requirements that may be applicable under other federal, state or local law. TSCA disposal requirements do not supersede other, more stringent, applicable federal, state or local laws.

Should you have any questions concerning this matter, please contact Charles Harewood at (212) 637-3753 or at harewood.charles@epa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Adolph Everett".

Adolph Everett, Chief
Hazardous Waste Programs Branch

cc: Kevin Schick, New Jersey Department of Environmental Protection
Michael J. Meriney, P.G., LSRP, Excell Environmental Resources, Inc.

City of Hoboken
Northwest Resiliency Park

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____ in the year 20__ by and between **City of Hoboken, 94 Washington Street, Hoboken, New Jersey 07030** hereinafter called OWNER and

_____ with legal address and principal place of business at _____

_____ hereinafter called CONTRACTOR. OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1 CONTRACTOR shall perform the Work as specified or indicated in the Contract Documents. The Work is as generally described in SECTION 011100, Summary of Work of the Project Manual and generally described as follows:

- Project generally consists of the construction of a one-million-gallon subsurface tank, stormwater and utility infrastructure, deep foundations systems, open spaces, turf and ball fields, play areas, community building, café building, fountain, ice rink, retaining structures, utilities, and related infrastructure. The site is contaminated and will require capping and treatment.

ARTICLE 2. ENGINEER.

2.1 The Project has been designed by Engineering and Land Planning Associates, Inc. 140 West Main Street High Bridge, New Jersey 08829 with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 All work shall be completed within one thousand ninety-five calendar days (1,095) of Notice to Proceed.

3.2 CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between CONTRACTOR and OWNER, that the Contract Time is reasonable for the completion of the Work, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

ARTICLE 4. CONTRACT PRICE.

4.1 Subject to all terms and conditions regarding payment in all contract documents, the OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the bid price agreed upon in the CONTRACTOR's Bid Form attached to this Agreement. The

total of all bid prices including lump sum and estimated prices from the unit prices shall not exceed

4.2 The CONTRACTOR hereby agrees to notify the OWNER, in writing through the Business Administrator, when invoices have reached both Eighty Percent (80%) of the not to exceed amount established herein, specifically, \$ _____ [80% OF CONTRACT AMOUNT], and One Hundred Percent (100%) of the not to exceed amount. CONTRACTOR acknowledges that the OWNER may not be held liable for any amounts billed above the not to exceed amount unless the OWNER authorizes an increase in the amount in accordance with applicable laws.

ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 Progress Payments

In accordance with NJSA 40A:11-16.2., any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the contracting unit pursuant to P.L.1979, c.152 (C.40A:11-16.1).

OWNER will make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions. Contractor understands that due to the Owner's payment process which includes approval of Invoices by the Owner's governing body, the payment process is the OWNER shall review the partial payment estimate at its next regularly scheduled meeting and, if approved, payment shall be made available to the contractor during the next payment cycle.

Notwithstanding any other provisions in this agreement or any other contract document, these provisions regarding payment supersede all other provisions regarding approval and payment.

Prior to Substantial Completion, progress payments will be in an amount equal to the value of the Work completed less 2% permitted by statute, and 50 percent of materials and equipment not incorporated in the Work but delivered and suitably stored, less, in each case, the aggregate of payments previously made.

Upon Substantial Completion, OWNER will pay an amount sufficient to increase total payments to CONTRACTOR to 99% of the earned value, less 1% retainages as ENGINEER shall determine, in accordance with Paragraph 14.02 of the General Conditions.

In accordance with NJSA 40A:11-16.3. Withholding of payments shall be permitted

a. With respect to any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) for which the CONTRACTOR shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), 2% of the amount due on each partial payment shall be withheld by the contracting unit pending completion of the contract.

b. Upon acceptance of the work performed pursuant to the contract for which the CONTRACTOR has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the contracting unit shall be released and paid in full to

the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated. If the contracting unit requires maintenance security after acceptance of the work performed pursuant to the contract, such security shall be obtained in the form of a maintenance bond. The maintenance bond shall be no longer than two years and shall be no more than 100% of the project costs.

5.3 Final Payment

Upon final inspection and acceptance of the Work, in accordance with Paragraph 14.07 of the General Conditions, OWNER will pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 6. LIQUIDATED DAMAGES

6.1 Contractor acknowledges that time is of the essence for all Work under this Contract and there are certain milestones set forth in 011219 which the Contractor must achieve as material components of this Project. Inasmuch as the damage and loss to the Owner which will result from a failure by the Contractor to complete the work within the period herein specified, including any extensions thereof fixed and approved as hereinafter provided, may include loss of financing from State Agencies, interest on monies borrowed for construction, loss from the inability of the Owner to utilize the new work, additional costs for engineering inspection fees and other expenses and damages, and such cannot be calculated with any degree of mathematical certainty, then in accordance with N.J.S.A. 40A:11-19, the damages to the Owner for delay, and not as a penalty, in the case of such failure or failures on the part of such Contractor shall be liquidated in the sum of \$15,000 per calendar day for each day the Contractor fails to listed Milestones except the 1 MG Stormwater Tank Milestone.

With regard to the 1 MG Stormwater Tank Milestone, in the event Contractor fails to complete the stormwater tank work by ~~June 1, 2020~~, the schedule date as specified in Milestone 8 Section 011219 Phasing of the Work Appendix A. Contractor shall be assessed liquidated damages in the sum of \$100,000 per calendar day for each and every day the final completion of the stormwater tank is not achieved. As set forth above, Contractor acknowledges that due to the inability of the parties to calculate damages with any degree of certainty, said sum is deemed a fair and equitable method for ascertaining the damages due the Owner for each calendar day the Project or Contractor's Work is delayed as to the stormwater tank.

6.2 Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Paragraph 12.03 of the General Conditions.

6.3 Provided, further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Paragraph 10.05 of the General Conditions.

6.4 In accordance with NJSA 40A:11-19 Any contract made pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.) may include liquidated damages for the violation of any of the terms and conditions thereof or the failure to perform said contract in accordance with its terms and conditions, or the terms and conditions of P.L.1971, c.198 (C.40A:11-1 et seq.). Notwithstanding any other provision of law to the contrary, it shall be void, unenforceable and against public policy for a provision in a contract entered into under P.L.1971, c.198 (C.40A:11-1 et seq.) to limit a CONTRACTOR'S remedy for the contracting unit's negligence, bad faith, active interference, tortuous conduct, or other reasons un contemplated by the parties that delay the contractor's performance, to giving the contractor an extension of time for

performance under the contract. For the purposes of this section, "CONTRACTOR" means a person, his assignees or legal representatives with whom a contract with a contracting unit is made.

ARTICLE 7. CONTRACTOR'S REPRESENTATION

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

7.1 The CONTRACTOR is an independent Contractor and not an agent for the OWNER.

7.2 CONTRACTOR has familiarized its self with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.3 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in Article 4 of the General Conditions.

7.4 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in the above paragraph as CONTRACTOR deems necessary for the performance of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required for such purposes.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of any conflict, error or discrepancy that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

7.8 CONTRACTOR, prior to engaging any subcontractor, shall furnish the Engineer with the name and address of the subcontractor and the nature and extent of the work to be performed by the subcontractor for the Engineer's consideration. In addition, a list of five completed similar projects by the subcontractor and the name, address and phone number of the Engineer-in-charge shall also be furnished. The Contractor shall not award any subcontract until the proposed subcontractor has been approved by the Engineer, in his or her sole discretion, and evidence has been presented to the Owner that the employees of the subcontractor are protected by workers compensation insurance. The Contractor shall require its subcontractors to comply with any and all rules, regulations, laws, statutes, and contract requirements set forth herein that apply to the contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

8.1.1 Invitation To Bid.

8.1.2 Instructions To Bidders.

8.1.3 Bid Form and attachments.

8.1.4 Certificate of Surety

8.1.5 Acknowledgement; Ownership Disclosure Affidavit; List of Subcontractors; Bidder's Affidavit; Non-Collusion Affidavit; Acknowledgement of Principal; Bidder's Experience & Questionnaire; Affirmative Action Affidavit; Mandatory Affirmative Action Language for Construction Contracts; Pay to Play Disclosure Advisement; and other required Bid submission forms and documents.

8.1.6 This Agreement.

8.1.7 Contractor's Performance Bond and Payment Bond as required by New Jersey statutes, N.J.S.A. 2A:44-143 through 2A:44-147.

8.1.8 Certificate of Insurance.

8.1.9 General Conditions, EJCDC Document C-700, 2007 edition.

8.1.10 Supplementary Conditions.

8.1.11 City of Hoboken General Conditions of the Contract

8.1.12 Specifications (as listed in Table of Contents of the Project Manual).

8.1.13 Drawings, (as listed on the Drawing Index of the Contract Documents), inclusive and dated _____.

8.1.14 Addenda numbers _____ to _____, inclusive.

8.1.15 Any modification, including Change Orders, duly delivered after execution of Agreement.

8.2 In the event that any provisions in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated. Said component parts are the following:

1. Agreement

2. Addenda

3. Special Provisions for Projects Receiving Funding from State and Federal Government

4. City of Hoboken General Conditions of the Contract

4. Supplementary Conditions

5. Standard General Conditions

6. Specifications - Technical

7. Drawings

8. Invitation to Bid

9. Instruction to Bidders

ARTICLE 9. WAIVER OF CLAIM FOR DIFFERING SITE CONDITIONS

9.1 Prior to the execution of this Agreement, Contractor and each Subcontractor evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas; (ii) generally prevailing climatic conditions; (iii) anticipated labor supply and costs; (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site.

9.2 Contractor represents that it has examined the job site and the drawings and specifications (including all test reports, studies, etc. included with the specifications) and is satisfied as to the conditions under which it will be obligated to operate in performing the work, including any obstructions, difficulties and restrictions attending the execution of the Work at the site; amount of Work; and the character and nature of the Work. Contractor acknowledges that the Owner is not responsible for any inaccurate test reports, information, conclusions and/or representations including, but not limited to, sub-soil reports and that the Contractor is responsible for all excavation and the removal and disposal of all material to facilitate the construction of the Project.

9.3 The exactness of grades, elevations, dimensions, locations or field measurements or any drawings or specifications, or the work installed by other contractors, is not guaranteed by the Architect, Engineer or Owner. The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, locations and field measurements. In all cases of interconnection of its Work with existing or other work, it shall verify at the site all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, locations or measurements shall be promptly rectified by the Contractor without any additional cost to the Owner.

9.4 The Contractor waives any and all claims against the Owner related to any representations related to the physical condition of the project site, including, but not limited to, the depiction of the project site, competency of rock, condition of soil or subsurface conditions, and unknown physical conditions.

ARTICLE 10. NO DAMAGE FOR DELAY

10.1 Notwithstanding any other provision to the contrary, any extension of the Contract Time, to the extent permitted by the Contract Documents, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work; (2) hindrance or obstruction in the performance of the Work; (3) loss of productivity or (4) other similar claims whether or not such delays are foreseeable, unless a delay is caused by acts of the Owner constituting active interference with the Contractor's performance of the Work and only to the extent such acts continue after the Contractor furnishes the Owner with written notice of such interference. In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay including without limitation consequential damages, lost opportunity cost, impact damages or other similar remuneration. The Owner's exercise of any of its rights or remedies under the Contract Documents (including without limitation ordering changes in the Work or directing suspension, rescheduling or correction of the Work)

regardless of the extent or frequency of the Owner's exercise of such rights or remedies shall not be construed as an act of interference with the Contractor's performance of the Work.

ARTICLE 11. JOINT PAYMENT TO SUBCONTRACTORS AND VENDORS

11.1 Notwithstanding any other provision to the contrary, the Owner reserves the right to make payment directly to any Subcontractor and/or supplier of the Contractor (or jointly to the Contractor and Subcontractor or supplier) in such amounts as the Owner determines to protect the Owner's interest and the amount owed the Contractor shall be reduced in the amount of any such payment by the Owner. Exercise of this option shall not create any contract or rights by any Subcontractor, supplier or party against the Owner.

ARTICLE 12. SCHEDULE OF VALUES

12.1 Contractor, promptly after being awarded the Contract, and before commencing Work, shall prepare and submit for the Owner's and Architect's review a preliminary schedule of values and baseline schedule, showing timely completion of the Work and timely achievement of each Milestone set forth in 011219. The schedule of values shall contain separate line items to include a list of values showing all principal trades and allocating values for all Work to be performed.

12.2 Upon receipt of Contractor's proposed schedule of values and baseline schedule, Owner may accept the proposed schedule of values and baseline schedule or reject it, noting deficiencies. If such proposed schedule of values and baseline schedule is rejected, the deficiencies noted shall be corrected and a new proposed schedule of values and baseline schedule must be submitted within ten (10) days. In any case, a complete schedule of values and baseline schedule must be approved by the Owner and agreed to in writing by the Contractor and Owner prior to the Contractor's submission of the first payment application. Contractor agrees and acknowledges that no payment applications will be reviewed or processed until, and unless, the Owner has approved the schedule of values and baseline schedule and the schedule of values and baseline schedule has been agreed to in writing by the Owner and Contractor.

~~ARTICLE 13. BONUS PROVISION~~

~~13.1 With regard to 1 MG Stormwater Tank Milestone, given the fact that such work is critical to the Owner's financing with State Agencies, Contractor shall be entitled to a bonus in the amount of \$10,000 per calendar day, up to thirty (30) calendar days, if the Contractor completes the stormwater tank work prior to May 15, 2020 (the "Bonus"); provided, however, that the Bonus shall not be payable until the time of final payment. If the Contractor has earned a Bonus with respect to the Work, the Owner shall have the right, at the Owner's election, to deduct from the Bonus any amounts due from the Contractor to the Owner. In no event shall the Contractor be awarded any portion of the Bonus if the 1 MG Stormwater Tank is not completed on or before May 15, 2020.~~

ARTICLE 14. WAIVER OF CONSEQUENTIAL DAMAGES

14.1 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.

14.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this paragraph shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the contract documents.

ARTICLE 15. WAIVER OF CLAIM RELATED TO DELAYS CAUSED BY HUDSON COUNTY SEWERAGE AUTHORITY.

15.1 Contractor acknowledges and recognizes that portions of the work (including but not limited to the stormwater tank) will be performed by the Hudson County Sewerage Authority. Contractor waives any and all claims for delay or any damages whatsoever that could be asserted against the Owner for the acts or omissions of the Hudson County Sewerage Authority, including, but not limited to, Hudson County Sewerage Authority's negligence or delays. Contractor's sole remedy for any claims for delay or damages related to or caused by the Hudson County Sewerage Authority is to assert a claim directly against the Hudson County Sewerage Authority.

ARTICLE 16. INCONSISTENCY WITHIN CONTRACT DOCUMENTS

16.1 If there is any inconsistency in the Drawings or between the Drawings and the Specifications or between or within any of the Contract Documents that is not resolved by the order of precedence set forth in this contract, unless otherwise ordered in writing by the Owner, the Contractor shall provide the better quality of or the greater quantity of Work, product, or services for the benefit of the Owner unless the result would be unreasonable, in the judgment of the Architect.

ARTICLE 17. MISCELLANEOUS

17.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings assigned in the General Conditions.

17.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER. In case CONTRACTOR assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to CONTRACTOR shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

17.3 OWNER and CONTRACTOR each binds its self, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

17.4 The City Council of the City of Hoboken may terminate the contractor's right to proceed in the event it is found that any worked employed by CONTRACTOR has been paid a rate of wages less than the prevailing wage required to be paid by such contract as permitted by N.J.S.A. 34:11-56.27.

17.5 No third party beneficiaries are intended or implied. CONTRACTOR is responsible for any subcontractor utilized to complete any Work.

17.6 CONTRACTOR shall comply with the requirements of N.J.A.C. 17:27 et seq. regarding Equal Employment Opportunity.

17.7 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed as stipulated in the Contract Documents.

17.8 The CONTRACTOR shall maintain all documentation related to products, transactions or services under this agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Three copies each have been delivered to OWNER and one copy each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on _____, 20__.

OWNER

CONTRACTOR

BY

BY

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

Address for giving notices

Address for giving notices

END OF DOCUMENT 006000

01 1219- PHASING OF THE WORK

APPENDIX A – MILESTONES

CONTRACTOR shall commence performance of the Contract upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the following Milestones.

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day
No. 1	<u>Notice to Proceed</u> : Is established in accordance with the General Conditions.	As determined in the NTP.	
No. 2	<u>Long Lead Items, Critical Shop Drawings & Submittals Complete</u> : Is defined as CONTRACTOR prepared Shop Drawings and Submittals that are either critical or near critical to the overall Substantial Completion of the Project. Milestones may include, but not be limited to, DSA Deferred Approvals steel Shop Drawings, excavation support system drawings, shoring system drawings, or any long lead fabrication/procurement item requiring Shop Drawings.	60* calendar days after the effective date of the NTP.	\$ Amounts as indicated in the Contract Documents.
No. 3	<u>Park property turned over to the CONTRACTOR</u> : Park shall remain open until the first day of school.	September 3, 2019	\$ Amounts as indicated in the Contract Documents.
No.4	<u>Popup Park Elements Salvaged and Stockpiled</u> : OWNER or Owners Agent to salvage and stockpile on project site said elements to be protected by CONTRACTOR	September 18, 2019	\$ Amounts as indicated in the Contract Documents.
No. 5	<u>Access to the South Lot shall be provided to the CONTRACTOR.</u>	August 1, 2019	\$ Amounts as indicated in the Contract Documents.
No. 6	<u>Access to 12th Street from Madison Street to Jefferson Street shall be provided to the CONTRACTOR.</u> CONTRACTOR is advised a watermain installation project is to be performed concurrently with the Park project until this time. Access and use of 12 th street prior to this time will be impacted.	June 1, 2020	\$ Amounts as indicated in the Contract Documents.

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day
No. 7	<u>Completion of Mobilization activities:</u> Is defined as CONTRACTOR mobilization completed, logistics plan submittal and approval (access, gates, parking, trailer locations, signage), site fencing complete, temporary offices complete (trailers- fully functional with furniture, office equipment, network connection and office supplies., storage bins, dumpsters), temporary Utilities complete (water, electric, phone, sanitation, fire protection), Project signage complete, obtain all required permits, implementation of Storm Water Pollution Prevention measures, all required permitting, submission of CONTRACTOR Safety Plan as per OSHA, submission of CONTRACTOR Hazard Communication Plan as per OSHA.	30 calendar days after No. 3.	\$ Amounts as indicated in the Contract Documents.
No. 8	<u>Phase 1 – 1 MG Stormwater Tank Complete:</u> Is defined as complete installation of the 1 MG Stormwater Tank including all appurtenances, backfill and area prepped and vacated for installation of the NHSA pump station and headworks by others.	300 360 calendar days after the effective date of the NTP	\$ Amounts as indicated in the Contract Documents.
No. 9	<u>Pop-up Park items Removed:</u> Pop-up park items to be removed by OWNER of OWNER designated representative. Contractor to store and protect on-site prior to removal.	305 365 calendar days after the effective date of the NTP	\$ Amounts as indicated in the Contract Documents.
No. 10	<u>Phase 2 – NHSA Construction Area Released:</u> Is defined as CONTRACTOR shall remove work activities from the area for occupation by others for the construction of the NHSA infrastructure for a period of 15 months. At the conclusion of the work by others that area shall be returned to the CONTRACTOR for completion of the contract.	300 360 calendar days through 750 calendar days after the effective date of the NTP.	\$ Amounts as indicated in the Contract Documents.
No. 11	<u>Owner Furnished Contractor Installed (OFCI) materials:</u> Coordination and access shall be provided to a Separate Work Contractor and/or OWNER for delivery of OFCI materials	975 1,035 calendar days after the effective date of the NTP.	\$ Amounts as indicated in the Contract Documents.

Milestone	Description	Schedule	Liquidated Damages Amount Per Calendar Day
No. 12	<u>Substantial Completion:</u> Is established in accordance with the General Conditions.	1,035 1,095 calendar days after the effective date of the NTP.	\$ Amounts as indicated in the Contract Documents.
No. 13	<u>Construction Completion:</u> Is established in accordance with the General Conditions.	1,095 1,155 1 calendar days after the effective date of the NTP.	\$ Amounts as indicated in the Contract Documents.
No. 14	<u>1-Year Certification per NJEIT:</u> Contractor shall maintain site per NJEIT requirements.	1,460 1,520 calendar days after the effective date of the NTP.	\$ Amounts as indicated in the Contract Documents.
No. 15	<u>Warranty Period:</u> As designated in the specification	Per Specification	\$ Amounts as indicated in the Contract Documents.

END OF SECTION