

Montana Construction

BID SET

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BY: _____

BOROUGH OF NORTH CALDWELL

ESSEX COUNTY, NEW JERSEY

WALKER'S POND SEDIMENT REMOVAL PROJECT

April 2020

MAYOR

Joseph H. Alessi

COUNCIL MEMBERS

Cynthia Santomauro, Council President

Frank Astorino

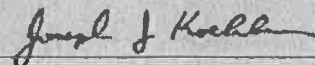
John Chiaia

Robert Kessler

Arthur Rees

Kenneth Tilton

Mott MacDonald



Joseph J. Koehler, P.E.

N.J. License No. 33876

NOTICE TO BIDDERS
BOROUGH OF NORTH CALDWELL
ESSEX COUNTY, NEW JERSEY

Sealed proposals will be received by the Borough of North Caldwell, New Jersey at the Municipal Building, 141 Gould Avenue, North Caldwell, New Jersey 07006, on **Wednesday, June 17, 2020** at 9:30 a.m., prevailing time, and then publicly opened and read aloud for

WALKER'S POND SEDIMENT REMOVAL PROJECT

The work consists of the removal of sediments from Walker's Pond, bypass pumping the stream, lake lowering, on-site dewatering of sediments, disposal of sediments off-site, riparian buffer plantings, and all else necessary for completion of the project.

The Contract Documents may be reviewed online at no cost at www.bidset.com/mott. The Contract Documents may be obtained by any prospective bidder upon payment of the fee of fifty dollars (\$50.00) for each set of full-sized drawings with specifications by calling 1-877-424-3738 or by online request. Shipping charges are additional and variable depending upon the pick-up or delivery option selected by the purchaser. Bid documents cannot be obtained at the Borough of North Caldwell's Office or at Mott MacDonald's office. The printing cost is not refundable.

Each Proposal will be made upon the prescribed forms furnished with the Specifications, and will be accompanied by a Consent of Surety and by a certified check, cashier's check or bid bond in the sum of ten percent (10%) of the amount of the bid or \$20,000., whichever is less. Checks will be made payable to the Borough of North Caldwell. Bid Security will be held as a guaranty that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said Bid Security and the amount represented thereby will be forfeited to the aforesaid Borough of North Caldwell as liquidated damages.

Proposals will be accompanied, in the case of corporation not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq and N.J.A.C. 17:27-1.1 et. seq.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the bidder, will be addressed to the Borough of North Caldwell, New Jersey and will be endorsed "Bids for Walker's Pond Sediment Removal Project".

The bidder to whom a Contract is awarded will be required to furnish a performance bond acceptable to the Borough of North Caldwell in the amount of one hundred percent (100%) of the Contract, in conformity with the requirements of the contract documents.

The Borough of North Caldwell reserves the right to reject any and all bids, to waive any minor informalities or irregularities in the bids received, and to accept the bid which in its judgment best serves the interests of the Borough.

By Order of the Mayor and Council
of the Borough of North Caldwell

Borough Clerk

BOROUGH OF NORTH CALDWELL

ESSEX COUNTY, NEW JERSEY

WALKER'S POND SEDIMENT REMOVAL PROJECT

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BOROUGH OF NORTH CALDWELL, N.J.

INFORMATION TO BIDDERS

B-1 DEFINITIONS

Attention of the bidders is directed to the form of contract contained herein for definitions.

B-2 DATE AND PLACE OF OPENING BIDS

Sealed proposals for this project as described in the Specifications will be received, opened, and read in public at the time and place stated in the advertisement, a copy of which is enclosed herewith.

B-3 SPECIFICATIONS

Specifications, forms of proposal and contract may be obtained at the office of the Municipal Engineer, Borough Hall, 141 Gould Avenue, Borough of North Caldwell, New Jersey 07006, upon payment of \$40.00 per set. The payment represents the cost of preparation of the specifications for the use of the bidders in preparing their proposals and is not returnable.

B-4 BID SECURITY

As stated in the advertisement, each bid shall be accompanied by a certified check, cashier's check, or a bid bond to the Borough of North Caldwell in an amount not less than ten percent (10%) of the base bid, but in no case less than \$500.00 nor greater than \$20,000. The checks or bonds of the three lowest bidders will be held by the Borough until the successful bidder is selected, the contract properly executed, and a bond, satisfactory to the Borough, is posted. The checks or bond of all but the three lowest bidders will be returned within three days after the date on which the bids are opened.

The check or bond of the successful bidder shall be forfeited to the Borough as liquidated damages should he fail or refuse to execute and deliver the contract and bond required within ten (10) calendar days after being notified by the Borough that his bid has been accepted.

B-5 PREPARATION AND SUBMISSION OF PROPOSALS

The Borough reserves the right to waive any informalities in the bids or to reject any bid or all bids.

The Proposals shall be made on the forms prepared for that purpose and included herein. All blanks on the Proposal form shall be filled, legibly and in ink or typewritten. No changes in phraseology or qualifying statements will be permitted.

The work to be performed under this contract has been divided into items, the division being based upon the type of work to be performed. This has been done to permit the bidder to estimate his cost for doing each and every item of the work. The quantity of each item of work shown on the Proposal is an approximation only and will be changed as the work progresses. Payment will be based on the quantity of each particular item actually constructed in accordance with the Specifications and as directed by the Engineer.

Each bidder is required to submit a unit price for each item set forth in the Proposal. These unit prices will be used to determine the amount of the monthly payments and to determine the amount of the final payment.

The amount bid for each item shall be obtained by multiplying the unit price bid by the number of units of that item as stated on the Proposal. Should there be an error in the extension, then the unit price shall prevail.

The Borough reserves the right to increase, decrease, eliminate or reject any or all of the items in the Proposal as it deems necessary due to the adoption of any alternate or to obtain adequate works within the funds available for the project.

An increase or decrease in the quantity for any unit price item shall not be regarded as sufficient grounds for an increase or decrease in the unit price of that item, nor in the time allowed for the completion of the work. It shall be the responsibility of the bidder to visit the site of the proposed work prior to the date for the submission of bids, and to appraise the accuracy of the Engineer's estimate and of all the actual existing field conditions and requirements under which the work specified in the Contract is to be performed. The bidder shall not, at any time after submission of a bid, dispute or complain of such estimate of the Engineer, nor assert that there has been any misunderstanding in regard to the nature or amount of the work to be done.

B-6 DISQUALIFICATION OF BIDDERS

No person, partnership, firm, corporation, or association shall submit more than one Proposal, either under the same name or under different names. If there are reasonable grounds for believing any bidder is interested in more than one Proposal, then all Proposals in which he is interested shall be rejected. The contract, regardless of bid, will be awarded only to a competent bidder experienced in the class of work to be performed, and equipped, capable, and ready to perform the work.

B-7 QUALIFICATIONS OF BIDDERS

Each bidder shall submit proof of his ability to perform the work outlined in the Specifications in a satisfactory manner and within the time allowance set forth herein.

The elements of the proof of qualification shall be fully set forth on the pages in the Proposal provided for that purpose. The bidder shall report:

1. The period of time the bidder has been continuously engaged in the type of construction under the name in which the Proposal is submitted.
2. Location, character, date and cost of at least five projects of similar size and type of work constructed during the past five years.
3. A list of responsible officials concerned with the work listed in 2 above.
4. A list of equipment available to the bidder for use on this project.
5. The portions or parts of the work which the bidder plans to sublet and the name of the subcontractor(s) he plans to employ. (The subcontractor(s) shall be subject to the same qualification requirements as the bidder).

No subcontractor shall be engaged or permitted to enter upon the site of the Project until after he has been approved by the Engineer.

6. References

The three (3) lowest bidders may be required to furnish additional data to demonstrate their competency.

Any information submitted in the qualification record which is false or misleading may be grounds for disqualification of the bidder and rejection of his bid.

B-8 AVAILABILITY AND COMPETENCY OF THE BIDDERS

Bidders shall be experienced in the type of work to be constructed; they shall have proper and sufficient equipment available to them to undertake and complete the project within the time allowed; and they shall have an experienced labor force adequate in size with the necessary supervision, experience, competency, and availability, to undertake and complete the work within the time allowed. Proposals may be rejected where it is determined that the bidder submitting the proposal has:

1. Failed to complete contracts for similar work within the time allowed.
2. Failed to complete contracts for similar work in a satisfactory manner.
3. Already been obligated for the performance of a contract or other work which would delay the commencement, prosecution, and completion of the work within the time allowed.

B-8 AVAILABILITY AND COMPETENCY OF THE BIDDERS (Continued)

4. Failed to submit sufficient proof of his competency, ability and availability to perform the work in a satisfactory manner within the time allowed.

B-9 EXECUTION OF THE CONTRACT AND DELIVERY OF THE BOND

The contract will be awarded, if awards are made, to the lowest responsible bidder whose proposal and qualifications meet the requirements of the Borough as set forth herein. The bidder to whom the contract is awarded will be required to execute the contract within ten (10) calendar days from the date of the award.

At the time of submitting the contract, each successful bidder shall deliver to the Borough a bond as required by the statutes of the State of New Jersey, executed by a company satisfactory to the Borough and authorized to do business in the State of New Jersey. The bond shall provide for the satisfactory completion of the work and for the payment of all debts pertaining to materials or labor used or employed in the execution of the contract. The form and conditions of the bond and surety shall be acceptable to the Borough Attorney and shall be in an amount equal to the amount of the contract award.

In the event that a successful bidder shall fail or refuse to execute the contract or deliver the required bond then the Borough may, at its sole option, deem and declare that the contract has been abandoned, and the certified check or bid bond submitted with the proposal shall be forfeited to the Borough as liquidated damages. The Borough, at its option, may award the contract to the next lowest bidder or advertise for new proposals.

B-10 INSURANCE REQUIREMENTS

The Contractor and all Subcontractors will not commence work until he has obtained all the insurance required in this Section, and the insurance has been approved by the Borough. Three (3) copies of each certificate of insurance and one (1) copy of each policy will be filed with the Borough for approval. Certificates must state the limits of liability, the expiration date, and the type of coverage for each policy, as well as a provision that coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days prior written notice has been given to the Borough. Renewal certificates, covering the renewal of all policies expiring during the life of the Contract will be filed with the Borough not less than ten (10) days before the expiration of the policies. All policies required by this Section will be kept in effect and renewed if necessary until all operations on the work are completed by the Contractor or Subcontractor.

All insurance shall name the Borough of North Caldwell and the State of New Jersey as additional insured.

The Contractor shall purchase and maintain insurance with companies satisfactory to the Owner as follows:

- A. Workmen's Compensation and Employer's Liability Insurance covering all of the

B-10 INSURANCE REQUIREMENTS (continued)

Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$500,000.

- B. Comprehensive General Liability Insurance Including Contractor's Protective, Completed Operations and Contractual Liability Insurance with minimum limits of not less than \$1,000,000 any one occurrence for bodily injury and \$1,000,000 per person and \$1,000,000 aggregate for property damages. The property damage liability insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards. All liability coverage shall be on an occurrence basis.
- C. Comprehensive Automobile Liability Insurance covering Contractor for claims arising from all Owned, Hired and Non-Owned vehicles with limits of not less than \$1,000,000.
- D. Contractual Liability Insurance must be included in the Comprehensive General Liability Insurance described in subparagraph B above specifically insuring the indemnification clause specified hereinafter.
- E. Policy Period - Policies shall Remain in Force until all work has been completed and until all retained percentages and maintenance bonds have been released.
- F. Certificates of the insurance required above must be filed with the Borough, in triplicate, before the contract is signed. The Comprehensive General Liability certificate must specifically state that Standard Contractual Liability Insurance is in force insuring the Indemnification Clause contained in subparagraph I of the Specifications and the Indemnification Clause must be typed on the certificate. All certificates must provide for 30 days prior written notice to the Borough of policy cancellation or material change.
- G. Copies of the Insurance Policies required must be filed with the Borough before any work is started by the Contractor.
- H. Subcontractor shall be required by the Contractor to provide the same type of insurance with the same limits. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by the Borough shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with the Borough before any work is begun by a subcontractor.

B-10 INSURANCE REQUIREMENTS (continued)

- I. Indemnification Clause - The Contractor assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the Borough, the State of New Jersey, and the agents, servants, officers or employees of each of them and all owners of property on which work is being performed hereunder pursuant to easement or right-of-way agreements, from and against any and all claims, demands or lawsuits that may be made by third parties against them, their agents, servants, officers or employees for damages of any kind or description arising from the project on account of or resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors including but not limited to: (1) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Project; (2) any damages or injury to the persons or property of the contractor, its subcontractors, offices, agents, servants or employees, or any other person who may be about the Project caused by any act of negligence of any person (other than the Borough, the State or its officers, agents, servants or employees); or (3) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State or the Borough in connection with the project. The Contractor shall indemnify, protect, defend and hold the Borough, the State of New Jersey, and their agents, servants, officers and employees (each as "Indemnified Party"), harmless from and against any and all such losses, damages, injuries, costs or actions or other proceedings whatsoever, brought by any person or entity whatsoever (except by the Contractor) and arising or purportedly arising from this Agreement or from the construction.

B-11 RESPONSIBILITY OF THE CONTRACTOR

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or defaults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance, including pavement maintenance. He shall indemnify and save harmless the Borough from any damages or costs in which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this contract.

B-12 FAMILIARITY WITH THE WORK

All bidders for work under these contracts are required, before submitting bids, to examine the site of the work and adjacent premises and the various means of approach to the sites, and shall make all necessary investigations in order to inform themselves thoroughly as to the character and the magnitude of all work specified herein.

The Borough assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning the physical conditions above or below the surface of the ground along the line of the work. The Contractor agrees that he will make no claim for, or has any right to, additional payment or extension of time for completion of the work or any other

B-12 FAMILIARITY WITH THE WORK (continued)

concession because of any misinterpretation or misunderstanding on his part of this contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

The Contractor shall be responsible for repairing any damage he or his men shall cause to any existing properties within the job area. Any privately owned underground utilities such as well pipes, sprinkler systems or electrical lines which may be damaged, shall be repaired promptly at the Contractor's expense.

B-13 DIFFERING SITE CONDITIONS

If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the Borough Engineer 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. Upon receipt of differing site conditions notification or upon the Borough Engineer otherwise learning of differing site conditions, the Borough of North Caldwell shall promptly undertake an investigation to determine whether differing site conditions are present.

If the Borough Engineer determines different site conditions that may result in additional costs or delays exist, the Borough of North Caldwell shall provide prompt written notice to the Contractor containing directions on how to proceed.

The Borough of North Caldwell 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.

If both parties agree that the Borough Engineer's investigation and directions decrease the Contractor's costs or time of performance, the Borough of North Caldwell shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

If the Borough of North Caldwell determines that there are no differing site conditions present that would result in additional costs or delays, the Borough of North Caldwell 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 Borough of North Caldwell for additional compensation or time attributable to the alleged differing site conditions.

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.

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-14 INTERPRETATION OF THE SPECIFICATIONS AND ADDENDA

No interpretation of the meaning of the Specifications, or other contract documents will be made to any bidder orally. Every request for such interpretations will be made in writing addressed to Municipal Engineer, Borough Hall, 141 Gould Avenue, Borough of North Caldwell, New Jersey 07006, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by registered mail with return receipts requested to all prospective bidders (at the respective address furnished for such purposes) no later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

B-15 COMMENCEMENT AND PROCEDURE

The Contractor shall commence work on the project within ten (10) days following the execution of the contract or at a later date if so directed by the Engineer.

B-16 TIME OF COMPLETION

All work under this contract shall be completed within one hundred fifty five (155) consecutive calendar days from the execution of contracts, and in accordance with the terms thereof. Working hours shall be between 8:00 A.M. and 4:30 P.M., Monday through Friday, exclusive of Legal Holidays. Any work to be performed during days or hours other than specified working hours must first receive formal approval from the Engineer. In addition, all authorized work during these approved periods must be inspected by the Engineer or his agent. Payment for this overtime inspection will be made by the Contractor within two (2) weeks' time from the date the inspection services are rendered. Payment shall be made by the Contractor directly to the Borough of North Caldwell. Should the Contractor fail to make payment for this work within the required time, the Engineer will deduct the amount due from the next payment estimate submitted by the Contractor. Overtime inspection rates shall be \$40.00 per hr. In addition, the Borough shall claim \$100.00 as Liquidated Damages for each and every calendar day that the time consumed in completing the work exceeds the time allowed for completion, starting at midnight of the date set for completion.

B-17 SUSPENSION OF WORK

The Borough of North Caldwell 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.

B-17 SUSPENSION OF WORK (continued)

If the performance of all or any portion of the work of the contract is suspended by the Borough of North Caldwell for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the Borough of North Caldwell'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 Borough Engineer, 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 Borough of North Caldwell. 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. Upon receipt of the Contractor's suspension of work notice, the Borough of North Caldwell shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

If the Borough of North Caldwell determines that the Contractor is entitled to additional compensation or time, the Borough of North Caldwell shall make a fair and equitable upward adjustment to the contract price and contract completion date.

If the Borough of North Caldwell 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 Borough of North Caldwell for additional compensation or time attributable to the suspension.

Failure of the Contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the Borough of North Caldwell 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.

B-18 CHANGE IN CHARACTER OF WORK

If the Contractor believes that a change directive by the Borough of North Caldwell results in a material change to the contract work, the Contractor shall so notify the Borough of North Caldwell in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice. Upon receipt of the Contractor's change in character notice, the Borough of North Caldwell shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

If the Borough of North Caldwell determines that a change to the Contractor's work caused or directed by the Borough of North Caldwell materially changes the character of any aspect of the contract work, the Borough of North 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 Borough of North Caldwell prior to the Contractor performing the subject work.

B-18 CHANGE IN CHARACTER OF WORK (continued)

If the Borough of North Caldwell 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.

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.

B-19 REPAIRS FOR ONE YEAR

The Contractor will be required to guarantee the work in all particulars for a period of one (1) year from the date of formal acceptance of the work by the Borough. During the one year period the Contractor shall make all necessary repairs and perform such work as the Engineer may direct to keep and maintain the work, including pavement replacement, in good condition and shall replace any materials which may prove to be defective or of inferior quality, so that, at the expiration of the one year period, the entire work shall be in good and serviceable condition and satisfactory to the Borough. The proper form for the one (1) year maintenance bond is included in the Specifications.

B-20 ESTIMATE OF WORK, CHANGE IN QUANTITIES

The quantities of each item of work are listed in the Proposal. These quantities are to be considered as approximate only and are given solely for the comparison of bids. The Borough does not represent or intend to imply that the actual quantities will be the same. Furthermore, the Borough reserves the right to increase or decrease the quantity of any item as deemed necessary by the Engineer or leave out any item, or add new items if and when the necessity arises.

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. 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.

For any minor change in quantity, the Borough of North Caldwell shall make payment for the quantity of the pay item performed at the bid price for the pay item.

For a major increase in quantity, the Borough of North Caldwell 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 Borough of North Caldwell 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.

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

B-20 ESTIMATE OF WORK, CHANGE IN QUANTITIES (continued)

The Borough of North Caldwell reserves the right to eliminate a pay item and the Contractor shall not be entitled to any payment or additional compensation for the eliminated item.

B-21 LOCATION OF UTILITIES

The location of all municipal utilities can be obtained from plans on file in the Engineering Department. The utility locations are approximate only, the Borough assumes no responsibility as to their accuracy or completeness. The Contractor shall take all steps necessary, including tests holes where necessary, to determine the location of utilities before proceeding with the work.

The Borough holds no responsibility for any private underground utilities which are within the work area. Any sump pump drains, roof drains, well pipes, sprinkler pipes or any other private utility of a similar nature, which may be damaged or dislocated by the Contractor, shall be restored or replaced by the Contractor at no cost to the Owner. If the need arises for the Contractor to use dewatering equipment during construction, any detrimental effects resulting from such dewatering shall be the sole responsibility of the Contractor. Such effects would include siltation of drainage pipes from discharge, lowering of the water table below the suction capability of private wells, etc.

B-22 ORNAMENTAL SHRUBS AND BUSHES, FENCES, SIGNS, ETC.

Ornamental shrubs and bushes, mailboxes, fences, signs of all kinds which are in the line of work, shall be removed by the Contractor, properly stored, and reset at the completion of the work. No specific payment will be made for this item. All costs involved shall be included in the regularly scheduled items.

B-23 BID UNIT PRICE

All bid unit prices shall hold firm for a period of ninety (90) days.

GENERAL REQUIREMENTS

DESCRIPTION OF THE WORK

The work consists generally of relocation of fish, lowering the pond water level, bypass pumping of all incoming water, and the removal of sediments from Walker's Pond, on-site dewatering of sediments, disposal of sediments off-site, riparian buffer plantings, and all else necessary to complete the work in every detail in accordance with the Specifications.

LOCATION OF PROJECT

The proposed Project lies within Borough owned property at 400 Mountain Avenue within the Borough of North Caldwell, N.J..

The Contractor's attention is directed to the Borough owned project site. He shall confine all his activities within the project property and its adjacent rights-of-way and easements for accessing the property. Any agreements between the Contractor and adjacent property owners permitting the Contractor to enter upon or occupy additional portions of their land shall be the sole responsibility of the Contractor, and all expenses involved therein shall be borne solely by the Contractor.

CONTRACT DOCUMENTS

The contract documents for this project include the Public Notice, the Proposal Form and the Specifications.

SPECIFICATIONS

The work to be performed under this contract is outlined within the Specifications.

The Engineer shall issue such additional working drawings and details as the progress and conditions of the work shall make necessary. These additional drawings will be an amplification of the Specifications and as such are binding upon the Contractor. Where the words "as shown", "as detailed", "as indicated", or other words of similar import are used in the Specifications they shall be interpreted as referring to any supplemental drawings stated otherwise.

Anything not specifically mentioned in the Specifications, which is usual in work of this character, shall be done and performed by the Contractor the same as if it were set forth in the Specifications.

SPECIFICATIONS (continued)

Any errors, omissions, and discrepancies shall be immediately brought to the attention of the Engineer. The Engineer will make due correction of the error, omission or discrepancy, and the effect of such correction shall date from the time the Engineer has given due notice thereof to the Contractor.

The Engineer may make changes in the alignment, grade, location, dimensions, materials or form of the work either before or after the commencement. If the change shall decrease the quantity of any item, the Contractor shall not make claim for loss of anticipated profits or damages, nor will any such claim be considered.

If the change shall increase the quantity of any item, no claim shall be made for unanticipated expense, or overhead cost, or use of additional equipment. The amount to be paid for the quantity of the item actually constructed shall be determined by multiplying the number of units by the unit price. If no unit price has been established under this contract for the work resulting from the change, then it shall be paid for as extra work.

ELEVATIONS

The datum for elevations on this Project is the New Jersey Geodetic Datum.

SEQUENCE OF THE WORK

As set forth in Articles B-14 and B-15, Instruction to Bidders

CONTROL OF MATERIALS

All materials used in construction of this Project may be sampled and tested at the discretion of the Engineer. The Contractor shall, at no cost to the Owner, furnish the material to be tested. All materials and construction methods must conform to both the N.J.D.O.T. "Standard Specifications for Road and Bridge Construction", 2007 edition and "The Construction Standards" of the Borough of North Caldwell.

The Contractor, for tests required by the Borough, shall supply containers for samples as necessary and transport the samples from the site to the laboratory.

The Borough shall select the laboratory to make the tests and the findings of the laboratory shall be final. The Borough will pay for the tests except where the Contractor or manufacturer supplying materials shall certify the materials. Then if tests show the materials to be defective, the Contractor shall pay for the tests of the materials certified but found to be defective.

Nothing in this provision for the testing of materials shall act or be construed to relieve the Contractor from the responsibility of furnishing proper material as outlined in the Specifications.

QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise specifically stated in the Plans or Specifications, all materials used in this project shall be new, first-grade quality, and of the best workmanship and design. The Contractor shall not offer or attempt to use inferior, used, or low grade materials, nor will the Engineer accept them.

All assembly and construction on this project shall be neat, of the best quality and the best workmanship. All material and workmanship shall be in accordance with the best modern practice and wherever the Plans, Specifications, or directions of the Engineer raise a doubt or do not specify a quality of material or workmanship, then the Plans, Specifications and directions shall be interpreted to require the best quality of workmanship and materials in keeping with the best modern practice.

WATER AND ELECTRIC POWER

The Contractor shall make his own arrangements for any water or electric power required for this project, and all such arrangements shall be at no cost to the Owner.

SPECIAL PRECAUTIONS DURING CONSTRUCTION

The Contractor shall take and shall be solely responsible for taking adequate precautions as the prevailing situation may indicate for the protection of the public, his employees, and all representatives and employees of the Borough of North Caldwell from injury or harm due to the prosecution of the work required by this contract. Should the Engineer require safeguards, such as lights and fences, in addition to those supplied by the Contractor, the Contractor, at no cost to the Owner, shall supply, erect, and maintain the additional safeguards required by the Engineer.

CLEANING UP

On or before the completion of the work by the Contractor, except as otherwise expressly directed or permitted in writing, he shall tear down and remove all temporary structures built by him; shall remove all rubbish of all kinds from all contract structures and from any and all ground which may have been occupied during the progress of the work. The Contractor shall remove all concrete and ballast droppings and shall leave the site of work, and the adjacent property which may have been affected by his operations, in a neat and satisfactory condition. All structures and parts thereof constructed by the Contractor shall be thoroughly cleaned and left in first-class condition.

TRAFFIC MAINTENANCE, BACKFILL AND CLEAN-UP

All roads shall be maintained in such a manner that local and emergency traffic, including school buses, may travel at all times.

All excess trench excavation shall be removed from the site daily and each street backfilled shall be broom-swept to afford a clean pavement. Dust control measures shall be per Soil Conservation Districts accepted measures.

MAINTENANCE AND PROTECTION OF TRAFFIC

All traffic control shall be in accordance with the N.J.D.O.T. Standard Specifications for Road and Bridge Construction, 2007 edition and the U.S. Department of Transportation Manual on Uniform Traffic Control Devices, latest edition. The Contractor shall be responsible for maintaining a twelve (12') foot wide lane for the conveyance of local traffic and emergency vehicles at all times. In addition, the Contractor shall provide trained Flagmen as required by the Borough Engineer and/or the Traffic Safety Bureau of the Borough Police Department. The Contractor shall be responsible for furnishing, installing, and placing traffic control devices as required. A construction sign shall be placed at the project entrance indicating the site entrance and warning of frequent truck traffic. Prior to commencement of the project, the Contractor, Engineer, and representative of the Traffic Safety Bureau shall hold a site meeting for the purpose of discussing the required traffic controls.

FAILURE TO MAINTAIN TRENCHES OR TO CLEAN-UP & MAINTAIN STREETS IN A SAFE, PASSABLE CONDITION

In the event that the Contractor fails to maintain trenches and roads in a safe and passable condition the Borough shall have the right to order this work done by others at the cost and expense of the Contractor. The Contractor will be given notice of unsatisfactory condition of the streets not maintained safe and passable. After such notice is submitted to the Contractor, the Borough may order this work done and deduct the cost of same from payment due under this Contract.

In the event the Contractor fails to maintain safe traffic conditions and job conditions, the Borough may, after failure of the Contractor to provide safe conditions, hire guards or take such precautions to safeguard the project, and the cost of same shall be deducted from payment due the Contractor.

UTILITIES IN THE LINE OF WORK

Three (3) days prior to the start of any work on this project, the Contractor shall notify the Garden State Underground Plant Location Service at 1-800-272-1000. The Engineer shall be furnished in writing the time at which such notice was given and the reference number provided by the Garden State Underground Plant Location Service.

The utilities adjacent to the work are:

Sanitary Sewer Mains	- Borough of North Caldwell
Storm Drains	- Borough of North Caldwell
Water Mains	- Borough of North Caldwell
Telephone Lines and Conduits	- Verizon
Electric	- Public Service Electric & Gas Company
Gas Mains	- Public Service Electric & Gas Company
Cable Television Lines	- Cablevision of Oakland

Utility poles are jointly owned by Verizon and Public Service Electric and Gas Company.

EXCESS EXCAVATED MATERIAL

All excess excavated materials shall be disposed of by the Contractor outside of the Borough of North Caldwell unless the Engineer shall require certain materials to be deposited within the Borough at a site designated by the Engineer. There are no approved dumping sites within the Borough and in no case shall excavated materials be deposited upon private property within the Borough or left on the roadway overnight or on weekends.

OWNERSHIP OF EXISTING STRUCTURES AND UTILITIES

Existing utilities such as water mains, manholes, grates, curb pieces and other structures are owned by the Borough of North Caldwell. Any manhole casting or inlet casting which are to be removed by the Contractor, shall remain the property of the Borough of North Caldwell and are to be deposited to a site designated by the Engineer.

In addition, any existing curbs which may have been installed by private property owners shall remain the property of these individual owners unless the Engineer directs the Contractor otherwise, in which case the Contractor shall properly dispose of the existing curbs.

MAINTENANCE OF UTILITIES

The Contractor shall be responsible for the repair, replacement, or adjustment of any drainage inlet, drainage manhole, water valve box or sanitary sewer manhole castings or structure which may be damaged during milling or paving work. The Contractor shall furnish all materials, labor, equipment and incidentals required to make the necessary repairs. All repairs shall be completed to the satisfaction of the Engineer. There will be no payment by the Owner for any of the aforementioned repair work.

COORDINATION WITH ESSEX COUNTY

When necessary, construction schedules shall be coordinated with the Essex County Highway Department.

SAFEGUARDING PROPERTY

The Contractor shall protect all property, structures, utilities, monuments, property corner survey marks, trees, shrubs, grassed areas, and work of any kind on lands of the Owner and on adjacent lands, from being damaged, injured, lost, interrupted in service, cut or trimmed, unless specifically ordered otherwise for clearing of the site. Damage, injury, loss or interruption in service resulting from failure to protect the various items listed above shall be restored or repaired promptly by the Contractor, at no cost to the Owner, to the satisfaction of the Engineer.

The Contractor shall restore all areas to their original condition as determined by the Engineer, at no cost to the Owner, except as otherwise shown, specified, or required. When any monument whether of stone or concrete, or property corner survey mark, or mark on the pavement,

SAFEGUARDING PROPERTY (continued)

whether of stone or concrete, or property corner survey mark, or mark on the pavement, designating the lines of streets, highways or private property, is in the line of any construction work and may have to be removed, the Contractor shall notify the Engineer in writing at least twenty-four (24) hours in advance. Under no circumstances shall such monuments be removed or disturbed by the Contractor or by any of his men without a written order of the Engineer. Should any monument be destroyed through accident or neglect, the Contractor shall be required, at no cost to the Owner, to employ a licensed surveyor, acceptable to the Engineer, to reestablish the monument.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq)
(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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27 5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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 applicable 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, 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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

WAGE RATES

The Contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259, email: wage.hour@dol.state.nj.us). The State wage rates in effect at the time of award will be made a part of this contract, pursuant to the New Jersey Prevailing Wage Act (NJSA 34:11-56.25 et seq).

In the event it is found that any employee of the Contractor or any Subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the Borough of North Caldwell may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work, as 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 Borough of North Caldwell for any excess costs occasioned thereby.

**PROPOSAL
TO THE
BOROUGH OF NORTH CALDWELL
ESSEX COUNTY, NEW JERSEY
FOR**

WALKER'S POND SEDIMENT REMOVAL PROJECT

The undersigned, as bidder, declares that the only person or parties interested in the Proposal as principals are named below; that this Proposal is made without collusion with any person, firm or corporation, and is in all respect fair and without collusion or fraud; that he has carefully examined the annexed form of Contract and Specifications and has read the Information to Bidders hereto attached and that he proposes and agrees that if this Proposal is accepted, he will contract with the Owner, in the forms of Contract hereto annexed, to furnish all materials and labor specified, and according to the requirements of the Engineer and that he will take full payment therefore the following price or prices, to wit:

SCHEDULE OF BID ITEMS

ITEM 1 GENERAL CONDITIONS: For the lump sum price bid, mobilization, demobilization, site access, permit fees, site maintenance, site security, temporary construction fencing, traffic control, preparation of as-built survey of pond verifying removal of sediments to original bottom. Item includes any item that may not be covered by unit costs or lump sum in this bid.

Lump Sum Price for Item No. 1 of:

\$ 30,000.
(Write Lump Sum Price for Item No. 1 in Numbers)

\$ Thirty thousand dollars no cents
(Write Lump Sum Price for Item No. 1 in Words)

ITEM 2 SOIL EROSION AND SEDIMENT CONTROL MEASURES: For the lump sum price bid, contractor shall provide for the installation of soil erosion and sediment control (SESC) measures and maintenance of SESC measures for duration of project.

Lump Sum Price for Item No. 2 of:

\$ 18,000.
(Write Lump Sum Price for Item No. 2 in Numbers)

\$ Eighteen thousand dollars no cents
(Write Lump Sum Price for Item No. 2 in Words)

ITEM 3 REMOVAL OF SEDIMENTS AND ON-SITE DEWATERING: For the unit price bid, the Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to the removal of accumulated sediment from Walker's Pond (Approximately 6,100 CY). Bid Item includes access roads to pond, dewatering laydown area (piping, stone, filter fabric, EPDM liner, etc.), stockpiling and drying of sediments and all else necessary for completion of the sediment removal from Walker's Pond.

Lump Sum Price for Item No. 3 of:

\$ 309,031.

(Write Lump Sum Price for Item No. 3 in Numbers)

\$ Three hundred nine thousand thirty one dollars

(Write Lump Sum Price for Item No. 3 in Words) no cents

ITEM 4 OFF-SITE DISPOSAL OF SEDIMENTS FROM WALKER'S POND: For the disposal of pond sediments off-site in a legal manner. Includes analytical testing as required by NJDEP approved disposal facility(s), obtaining facility approval, the loading and disposal of stone access road to pond and stone used for establishing dewatering area.

11,571 Tons @ \$ 51. Per Ton = \$ 590,121. (Item 4 Total)

\$ Fifty one dollars no cents

(Write Unit Price for Item No. 4 in words and numbers)

ITEM 5 LAKE LOWERING AND MAINTENANCE: For the lump sum price bid, the Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to care of water during construction including but not limited to lowering the lake and maintaining the required base flow downstream of the lake, removing water from the lake throughout the project as needed for construction, bypass pumping of pond inputs, protection for existing structures and new construction, and the controlled refilling of the lake and all else required to keep the pond dry during construction operations.

Lump Sum Price for Item No. 5 of:

\$ 9,000.

(Write Lump Sum Price for Item No. 5 in Numbers)

Nine thousand dollars no cents

(Write Lump Sum Price for Item No. 5 in Words)

ITEM 6 RIPARIAN BUFFER PLANTING: For the lump sum price bid, the Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to installation of riparian buffer plantings including trees, riparian buffer seed mixes, stabilization and all else necessary for a complete installation.

Lump Sum Price for Item No. 6 of:

\$ 7,000.
(Write Lump Sum Price for Item No. 6 in Numbers)

Seven thousand dollars no cents
(Write Lump Sum Price for Item No. 6 in Words)

ITEM 7 SITE RESTORATION: For the lump sum price bid, the Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to restoration of existing features following completion of the sediment removal operations including topsoil, lawn establishment, asphalt driveway and curb replacement, and all else necessary for restoration of the site to pre-construction conditions.

Lump Sum Price for Item No. 7 of:

\$ 51,000.
(Write Lump Sum Price for Item No. 7 in Numbers)

Fifty one thousand dollars no cents
(Write Lump Sum Price for Item No. 7 in Words)

ITEM 8 ALLOWANCE - FISH SALVAGE: Within this allowance item Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to the removal and relocation of fish found within the pond. Includes acquiring necessary permit for salvage of fish.

Fish Salvage Allowance Value: \$5,000.00

ITEM 9 ALLOWANCE – TRAFFIC CONTROL: Within this allowance item Contractor is to provide a Borough Police Officer for traffic control during off-site trucking operations.

Traffic Control Allowance Value: \$17,500.00

TOTAL BID (ITEM NO. 1 AND ITEM NO. 9, INCLUSIVE)

THE TOTAL BID PRICE OF:

\$ 1,036,652.

(Write Total Price in Numbers)

One million thirty six thousand six hundred
(Write Total Price in Words) fifty two dollars no cents

By Montana Construction Corp. Inc.
Contractor

80 Contant Ave Lodi NJ 07644
Address

973.478.5200
Telephone Number

lsantate@montanacconstructioninc.com
Email Address

Date: June 30, 2020

The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the "Statement of Responsibility" is enclosed for this purpose. The Owner reserves the right to award any of the above contracts or to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

Any extra work not originally contemplated under the Contract or Contract Documents and not covered by unit or lump sum prices in the Proposal will be performed by the Contractor if ordered in writing by the Owner. Such extra work will be subject to payment under a change order fixing the prices and method of payment and of doing the labor and materials plus an allowance of fifteen percent (15%) for supervision, overhead and profit as may be stipulated by the Owner in the written authorization for such work.

A certified check, cashier's check or bid bond in the amount of ten percent (10%) of the amount bid or \$20,000.00, whichever is less and a duly executed Consent of Surety must accompany this proposal.

The undersigned hereby agrees to do and complete all the work described in the Specifications by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning, or subcontracting any part thereof, unless otherwise approved by the Owner in writing, and to start within ten (10) days of the notice to proceed with the work, and that the work will be continued without interruption to its final completion within twenty-five (25) consecutive calendar days thereafter.

The undersigned further agrees that the Owner may retain from the moneys that are, or which may become due, an amount of One Hundred Dollars (\$100.00) for each day and everyday (Sunday and legal holidays excepted) the completion of the work may be delayed beyond the time stipulated above, and such amounts so to be retained, is hereby agreed to be liquidated damages accruing to the Owner incident to such delay and will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the Contractor to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%) of the same at anytime during the course of said work unless otherwise approved by the Owner, will be deemed to be a breach of the Contract with the Owner, and will, anything in the Contract to the contrary notwithstanding, give to the Owner the absolute, complete and unencumbered right to terminate any and all rights of the Contractor under this Contract upon three (3) days notice of its intention so to do, given in writing to the Contractor at its address set forth in the Contract by certified mail, return receipt requested. The Contractor may apply to the Owner through the Engineer for right to subcontract certain portions of the work to be done, but the Owner acting through the Engineer, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion. It will be the intention that the provisions against brokering, factoring, assigning and subcontracting of more than fifty percent (50%) of the work above set forth will be paramount and remain inviolate, unless otherwise approved by the Owner.

The undersigned Bidder hereby agrees that, if this Proposal will be accepted by the Owner, and the undersigned will fail to execute and deliver the Contract and Contract Bond as approved by the Owner's Attorney in accordance with the terms of this Proposal and with the requirements of the foregoing Information to Bidders, then the undersigned will be deemed to have abandoned the Contract, and thereupon the Proposal and its acceptance will be null and void and the amount of the certified check, cashier's check or bid bond accompanying this Proposal will be due and payable thereunder to the Owner as liquidated damages; otherwise the said bid security of the amount thereof, will be returned to the undersigned.

Montana Construction Corp. Inc.

Firm

80 Contant Ave.

Lodi NJ 07644

Business Address

By

Principal Lisa S. Ballerini

Title

President

Dated

June 30, 20 20

Firm IRS No.

22-3235664

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, Montana Construction Corp., Inc.
of 80 Contant Avenue, Lodi, NJ 07644

(hereinafter called the Principal), as Principal, and Vigilant Insurance Company, a corporation of the State of New York, qualified to do business in the State of New Jersey, having its principal office at 150 Allen Road, Suite 203, Basking Ridge, NJ 07920 (hereinafter called the Surety) as Surety, are held and firmly bound unto to the BOROUGH OF NORTH CALDWELL (hereinafter called the Obligee) the penal sum of

10% of amount bid not to exceed \$20,000.00

_____ Dollars (\$_____) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for the "Walker's Pond Sediment Removal Project" for the Borough of North Caldwell.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid together with the expenses of reletting the contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of June, 20 20

Montana Construction Corp., Inc.

_____(Seal)

Principal

Vigilant Insurance Company (Seal)

Surety

Alan

By

Melissa F. Schmidig, Attorney-In-Fact

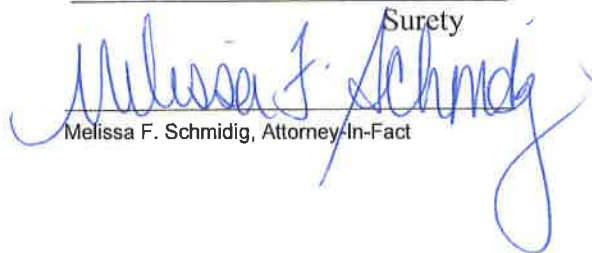
CONSENT OF SURETY

The undersigned Vigilant Insurance Company a corporation organized and existing under the laws of the State of New York and authorized to do business in the State of New Jersey, with office at 150 Allen Road, Suite 203, Basking Ridge, NJ 07920 does hereby consent and agree with Montana Construction Corp., Inc.

(hereinafter Principal) that if the proposal of the said Principal for "Walker's Pond Sediment Removal Project" for the Borough of North Caldwell be accepted and a contract for said work be awarded to the said Principal, it will, upon its being so awarded, become surety for the said Principal on a bond in a penal amount equal to One Hundred Percent of the total amount of the bid for the faithful performance of said work, and for the protection of all persons performing or furnishing labor or materials for the performance of said contract in the form required by N.J.S.A. 2A:44-147.

Signed, sealed, and dated this 16th day of June, 2020

Vigilant Insurance Company

Surety

Melissa F. Schmidig, Attorney-In-Fact

VIGILANT INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 6,059	Outstanding Losses and Loss Expenses	\$ -
United States Government, State and Municipal Bonds	166,596	Reinsurance Payable on Losses and Expenses	-
Other Bonds	103,386	Unearned Premiums	-
Stocks	-	Ceded Reinsurance Premiums Payable	97,450
Other Invested Assets	-	Other Liabilities	40,645
TOTAL INVESTMENTS	276,041	TOTAL LIABILITIES	138,095
Investments in Affiliates	-	Capital Stock	4,500
Premiums Receivable	85,884	Paid-In Surplus	25,169
Other Assets	117,460	Unassigned Funds	311,621
		SURPLUS TO POLICYHOLDERS	341,290
TOTAL ADMITTED ASSETS	\$ 479,385	TOTAL LIABILITIES AND SURPLUS	\$ 479,385

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2019, investments with a carrying value of \$6,774,746 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Vigilant Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Sworn before me this April 14, 2020

John Taylor

Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION
NEW JERSEY PUBLIC WORKS SURETY BONDS
(pursuant to N.J.S.A. 2A: 44-143)**

Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company, the Surety(ies) on the attached bond, hereby certify(ies) the following:

- 1) The Surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Banking and Insurance.
- 2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the Surety participating in the issuance of the attached bond is in the following amount(s) as of the calendar year ended December 31st, 2019.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
Federal Insurance Company	\$ 20,980,000	\$ 4,039,335,000
Vigilant Insurance Company	\$ 4,500,000	\$ 341,290,000
Pacific Indemnity Company	\$ 5,535,000	\$ 3,371,007,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Banking and Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

- 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 are as follows:

<u>Surety Company</u>	<u>Limitation Per Bond</u>	<u>Effective Date</u>
Federal Insurance Company	\$ 461,364,000.00	July 1, 2019
Vigilant Insurance Company	\$ 33,374,000.00	July 1, 2019
Pacific Indemnity Company	\$ 317,802,000.00	July 1, 2019

(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 and the date on which such limitation was so established are as follows:


Not Applicable

- 4) The amount of the bond to which this statement and certification is attached is \$ 10% of amount bid not to exceed \$20,000.00
- 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 Item (3) above, then for each such contract of reinsurance:
 - (a) The name and address of each reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:
Not Applicable and;
 - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under Item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in Wisconsin, 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.

By:


Stephen M. Haney, Vice President

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Donna J. Bornemann, Charles J. Cavadini, James V. Gardella, Ledy M. Medina Linares, Paul Matrale and Melissa F. Schmidg of Carlstadt, New Jersey**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **2nd** day of **July, 2018**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this **2nd** day of **July, 2018** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318985
Commission Expires July 16, 2019

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **June 16, 2020**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: April 29, 2020

NAIC Company Code: 20397

THIS IS TO CERTIFY THAT THE **VIGILANT INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2021, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

09 - Automobile Physical Damage
08 - Automobile Liability Property Damage
07 - Automobile Liability Bodily Injury
06 - Workers Compensation and Employers Liability
05 - Inland Marine
04 - Ocean Marine
03 - Growing Crops
26 - Accident and Health
20 - Physical Loss to Buildings
02 - Earthquake
17 - Sprinkler Leakage and Water Damage
16 - Glass
15 - Burglary and Theft
13 - Fidelity and Surety
12 - Boiler and Machinery
11 - Other Liability
10 - Aircraft Physical Damage
01 - Fire and Allied Lines



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: VIGILANT INSURANCE COMPANY NAIC COMPANY CODE: 20397

STATUTORY HOME ADDRESS:
1133 AVENUE OF THE AMERICAS
41ST FLOOR
NEW YORK, NY 10036

SPECIAL CONDITIONS:

Whether the bidder is a corporation or a partnership, give the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the names and addresses of stockholders holding 10% or more of that corporation's stock, or of the individual partners owing 10% or greater interest in the partnership, as the case may be, shall also be listed.

This Proposal is respectfully submitted by:

Lisa S. Ballerini 51%

319 Grove St. Oradell NJ 07649

Vincent Santaite 49%

570 Pascack Rd. Washington Township NJ 07676

(Bidder's Signature)

Lisa S. Ballerini, Pres.
80 Contant Ave Lodi NJ 07644
(Bidder's Business Address)

Date at Lodi NJ
the 30 day of June, 20 20

Jennifer M. Kenny
JENNIFER M. KENNY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069748
My Commission Expires 10/10/2022

LIST OF PRINCIPAL SUBCONTRACTORS

List below the names and addresses of all principal subcontractors to be employed on this project. If subcontractors are not required for this project, the bidder shall specify "NONE REQUIRED" below. This list must be attached to and submitted with the Proposal.

The following is a list of the principal subcontractors to be employed on this project.

<u>Name and Address</u>	<u>Trade</u>	<u>Dollar Amount of Subcontractor's Work</u>
<u>None</u>	<u>Electrical</u>	<u> </u>
<u>None</u>	<u>Plumbing</u>	<u> </u>
<u>None</u>	<u>HVAC</u>	<u> </u>
<u>None</u>	<u>Steel</u>	<u> </u>

2
(Bidder's Signature)

Lisa S. Ballerini, Pres.

80 Contant Ave Lodi NJ 07644
(Bidder's Business Address)

Dates at Lodi NJ

the 30 day of June, 20 20

Jennifer M. Kenny
JENNIFER M. KENNY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069748
My Commission Expires 10/10/2022

**BOROUGH OF NORTH CALDWELL
ESSEX COUNTY, NEW JERSEY
WALKER'S POND SEDIMENT REMOVAL PROJECT
CERTIFICATION OF BIDDER'S STATUS ON THE
STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED CONTRACTORS**

STATE of NJ
County of Bergen

I, Lisa S. Ballerini of the City of Oradell, in the State of NJ, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Montana Construction Corp. Inc. the bidder making the Proposal for the above named project, with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

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

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:15-5.2, commits any of the acts listed therein, and as determined to applicable law and regulation.

By: [Signature] Date: June 30, 2020
Deponent's Name

Lisa S. Ballerini, Pres.
Deponent's Title

Subscribed and sworn to Lisa S. Ballerini
before me this 30 day of June, 20 20.

[Signature]
Notary Public of
My Commission expires 20

JENNIFER M. KENNY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50069748
My Commission Expires 10/10/2022

**BOROUGH OF NORTH CALDWELL
WALKER'S POND SEDIMENT REMOVAL PROJECT**

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Pursuant to N.J.S.A. 40A:11:23.la., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Reference Number or Title of Addendum/Revision	How Received (mail, fax, email pick-up, etc.)	Date Received
<i>Addendum 1</i>	<i>fax</i>	<i>6/11/20</i>

Acknowledgment by bidder:

Name of Bidder: *Montana Construction Corp. Inc.*

By Authorized Representative:

Signature: *[Signature]*

Printed Name and Title: *Lisa S. Batterioni, Pres.*

Date: *June 30, 2020*



Mott MacDonald
111 Wood Avenue South
Iselin, NJ 08830
(973) 379-3400 FAX: (973) 912-2492
eMail: john.dening@mottmac.com

Addendum 1 Due Date Change--7/1/2020

Project Name: Walker's Pond Sediment Removal Project
North Caldwell,, NJ

Contact: Jason Harkins

Communication Details

Title: Addendum 1 Due Date Change--7/1/2020

Date: 6/11/2020

Details: Please read/review/acknowledge receipt of Addendum 1.

Thank you,
Jason Harkins, LLA, RLA
Senior Project Landscape Architect

Mott MacDonald

D +1 (973) 912 2439 T +1 (973) 379 3400 F +1 (973) 376 1072
jason.harkins@mottmac.com

Need to Sign in?

Step 1: Go to Web Site www.Bidset.Com

Step 2: Click on Bid Desk

Step 3: Enter your E-Mail Address

Step 4: Enter Access Code of: **J24489-67**

[Existing users: Please use the password you chose when you registered]

Powered by Bidset.com

Call our support desk at 866-2-JOBSITE (866-256-2748) for help or questions.

**BOROUGH OF NORTH CALDWELL, NEW JERSEY
DEPARTMENT OF PURCHASING
WALKER'S POND SEDIMENT REMOVAL PROJECT**

**Addendum No. 1
June 11, 2020**

TO ALL CONCERNED:

The original Contract Documents, including the Project Manual and Drawings, dated April 2020 for the above referenced Contract are amended as noted below. This amendment shall become a part of the Contract Documents and is to be attached thereto.

Bidders are reminded that they must acknowledge receipt of all amendments on the designed pages in the Specifications of the bid documents.

Bid Opening: Changed – Wednesday, July 1, 2020

Concerning the Project Manual:

1. NOTICE TO BIDDERS, **REPLACE** pages NB-1 THROUGH NB-2 with attached pages NB-1 THROUGH NB-2, dated June 11, 2020. (2 pages)

Concerning the Bid Forms:

1. Bid Page P-2, Bid Item 4, Second Sentence is revised as follows: *"Includes analytical testing as required by the ~~NJDEP~~ approved disposal facility(s), obtaining facility approval, the loading and disposal of stone access road to pond and stone used for establishing dewatering area".*

Responses to Bidders Questions:

Question from Cinelli Group Corp., Dated 4/22/2020: *Can you please provide a Letter of Interpretation in regard to APPENDIX 2 (Sediment Sample Lab Results)*

Answer: A Letter of Interpretation will not be provided, as disposal facilities have individual acceptance criteria based on concentrations of contaminants (which can vary by disposal facility). The sediment sample results provided in Appendix 2 should be sufficient for determining facility disposal acceptance and costs of the sediments removed from the pond. It should be noted that the dredged material shall not be reused at residential properties.

Question from Earthworks Inc., Dated 5/19/2020: *Is there restriction dates for the sediment removal with an anticipated start date?*

Answer: Timing for lake lowering permit is governed by NJ Fish and Wildlife, typically not permitted during the summer months.

Question from Earthworks Inc., Dated 5/19/2020: *Is there an estimate or budget for the project?*

Answer: The Borough does not disclose estimates or budgets.

Question from Frank Semeraro Construction Co., Inc., Dated 6/3/2020: *Contractors bid price for off-site disposal of sediments will be according to provided test data as provided in the bid documents. However, if future testing allows for more cost-effective disposal to another licensed facility, then will contractor be able to rely on future test results?*

Answer: Soil test results has been provided for guidance. As indicated in Bid Item No. 3, bid page P-2, Contractor is responsible for providing all analytical testing that might be required by the Contractor's disposal facility for obtaining facility approval prior to disposal.

Question from Frank Semeraro Construction Co., Inc., Dated 6/3/2020: *Can you please supply the full test report (including chain of custody) for the soil test results that are provided in the bid documents?*

Answer: Soil test results has been provided for guidance, full data packages will be provided to the successful bidder upon award of project.

Attachments:

1. Revised Notice to Bidders Section Sheets NB-1 through NB-2.

NOTICE TO BIDDERS**BOROUGH OF NORTH CALDWELL****ESSEX COUNTY, NEW JERSEY**

Sealed proposals will be received by the Borough of North Caldwell, New Jersey at the Municipal Building, 141 Gould Avenue, North Caldwell, New Jersey 07006, on **Wednesday, July 1, 2020** at 9:30 a.m., prevailing time, and then publicly opened and the contents publicly announced to all bidders, interested parties, and members of the general public. Sealed bids may be submitted to the Borough Purchasing Agent via Certified mail or overnight delivery, or, alternatively, Bidders are directed to drop their bids through the front door mail slot at Borough Hall. Bidders should call Borough Hall, (973) 228-6410, during regular business hours to schedule a drop-off for oversized bid packages that do not fit through a standard mail slot.

In light of the ongoing Coronavirus Public Health Emergency and the social distancing restrictions enacted by the state of New Jersey in relation to public gatherings, bidders, interested parties and members of the general public will not be permitted to physically attend the unsealing of bids in-person. In order to ensure that bidders, interested parties, and members of the general public who wish to view/attend the live opening of bids on July 1, 2020, at 9:30 a.m., prevailing time, are able to do so, the Borough of North Caldwell will broadcast the unsealing of said bids, in real time, via online livestreaming technology, which the public can access through RingCentral as described below:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1492123361>

Or iPhone one-tap :

US: +1(773)2319226,,1492123361# (US North)
+1(469)4450100,,1492123361# (US South)
+1(470)8692200,,1492123361# (US East)
+1(623)4049000,,1492123361# (US West)
+1(720)9027700,,1492123361# (US Central)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(470)8692200 (US East)
+1(623)4049000 (US West)
+1(720)9027700 (US Central)

Meeting ID: 149 212 3361

International numbers available: <https://meetings.ringcentral.com/teleconference>

At the close of the bid opening on July 1, 2020, the unsealed bid packages of the three (3) lowest apparent bidders will be scanned and posted to the Borough website, <https://www.northcaldwell.org/>, in order to ensure that bidders, interested parties, and members of the general public are afforded an opportunity to review said bids.

WALKER'S POND SEDIMENT REMOVAL PROJECT

The work consists of the removal of sediments from Walker's Pond, bypass pumping the stream, lake lowering, on-site dewatering of sediments, disposal of sediments off-site, riparian buffer plantings, and all else necessary for completion of the project.

NB-1

Addendum No. 1 – June 11, 2020

The Contract Documents may be reviewed online at no cost at www.bidset.com/mott. The Contract Documents may be obtained by any prospective bidder upon payment of the fee of fifty dollars (\$50.00) for each set of full-sized drawings with specifications by calling 1-877-424-3738 or by online request. Shipping charges are additional and variable depending upon the pick-up or delivery option selected by the purchaser. Bid documents cannot be obtained at the Borough of North Caldwell's Office or at Mott MacDonald's office. The printing cost is not refundable.

Each Proposal will be made upon the prescribed forms furnished with the Specifications, and will be accompanied by a Consent of Surety and by a certified check, cashier's check or bid bond in the sum of ten percent (10%) of the amount of the bid or \$20,000.00, whichever is less. Checks will be made payable to the Borough of North Caldwell. Bid Security will be held as a guaranty that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said Bid Security and the amount represented thereby will be forfeited to the aforesaid Borough of North Caldwell as liquidated damages.

Proposals will be accompanied, in the case of corporation not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq and N.J.A.C. 17:27-1.1 et. seq.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the bidder, will be addressed to the Borough of North Caldwell, New Jersey and will be endorsed "Bids for Walker's Pond Sediment Removal Project".

The bidder to whom a Contract is awarded will be required to furnish a performance bond acceptable to the Borough of North Caldwell in the amount of one hundred percent (100%) of the Contract, in conformity with the requirements of the contract documents.

The Borough of North Caldwell reserves the right to reject any and all bids, to waive any minor informalities or irregularities in the bids received, and to accept the bid which in its judgment best serves the interests of the Borough.

By Order of the Mayor and Council
of the Borough of North Caldwell

Borough Clerk

**BOROUGH OF NORTH CALDWELL
WALKER'S POND SEDIMENT REMOVAL PROJECT
BID DOCUMENT SUBMISSION CHECKLIST**

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

Required With Submission of Bid (Owners Checkmarks)		Initial Each Item Submitted With Bid (Bidders Initials)
X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21	<i>h</i>
X	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22	<i>h</i>
X	A statement of corporate ownership, pursuant to <u>N.J.S.A.</u> 52:25-24.2	<i>h</i>
X	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16	<i>h</i>
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)	<i>h</i>

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

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)	Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's initials)
X	<i>h</i>	X	<i>h</i>
X	<i>h</i>	X	<i>h</i>
X	<i>h</i>	X	<i>h</i>
	<i>h</i>		
X	<i>h</i>	X	<i>h</i>

C. SIGNATURE:

The undersigned hereby acknowledges and h has submitted the above listed requirements.

Name of Bidder: Montana Construction Corp. Inc.
By Authorized Representative:

Signature: _____

Print Name and Title: Lisa S. Batterini, Pres.

Date: June 30, 2020

**BOROUGH OF NORTH CALDWELL
ESSEX COUNTY, NEW JERSEY
WALKER'S POND SEDIMENT REMOVAL PROJECT
NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

)ss:
COUNTY OF Bergen

I, Lisa S. Ballerini of the City of Oradell in the County of Bergen and the State of NJ of full age, being duly sworn according to law on my oath depose and say that;

I am President, of the firm of Montana Const. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of North Caldwell and State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 bonafide employees or bonafide established commercial or selling agencies maintained by Montana Construction Corp. Inc.
(N.J.S.A. 52:34-15) Name of Contractor

Subscribed and sworn to
before me this 30 day
of June, 2020.

Jennifer M. Kenny
Notary Public of
My commission expires , 20 .

24
(Also type or print name of affiant under signature)
Lisa S. Ballerini, Pres.

JENNIFER M. KENNY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50089748
My Commission Expires 10/10/2022

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:

Part 1

June 30, 2020 [Signature]
Date Signature of Bidder

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the Bidder named below the control of said equipment during such time as may be required for that portion of the work described in the Contract Specifications for which said equipment is necessary."

Date	N/A	Signature of Owner or Controller of Equipment
Name of Bidder		Business Address of Above

See attached
Bid Documents

EC-1

STATEMENT OF RESPONSIBILITY

Previous work of similar nature completed within the past five years (list five).

1. Municipality or Utility See attached Phone No. _____
Bid Documents
Municipality or Utility Business Address _____
Type of Work _____
Contract Price \$ _____ Extra Work Required \$ _____
Approx. Date of Contract Award _____ Approx. Date of Completion _____

Names, Address & Telephone No. of Municipality's or Utility's Engineer or Superintendent.

2. Municipality or Utility _____ Phone No. _____
Municipality or Utility Business Address _____
Type of Work _____
Contract Price \$ _____ Extra Work Required \$ _____
Approx. Date of Contract Award _____ Approx. Date of Completion _____

Names, Address & Telephone No. of Municipality's or Utility's Engineer or Superintendent.

3. Municipality or Utility _____ Phone No. _____
Municipality or Utility Business Address _____
Type of Work _____
Contract Price \$ _____ Extra Work Required \$ _____
Approx. Date of Contract Award _____ Approx. Date of Completion _____

Names, Address & Telephone No. of Municipality's or Utility's Engineer or Superintendent.

4. Municipality or Utility _____ Phone No. _____

Municipality or Utility Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date
Contract Award _____

Approx. Date
of Completion _____

Names, Address & Telephone No. of Municipality's or Utility's Engineer or Superintendent

5. Municipality or Utility _____ Phone No. _____

Municipality or Utility Business Address _____

Type of Work _____

Contract Price \$ _____ Extra Work Required \$ _____

Approx. Date
Contract Award _____

Approx. Date
of Completion _____

Names, Address & Telephone No. of Municipality's or Utility's Engineer or Superintendent

List approximate volume of work of similar nature completed within the past five years:

\$ \$ 295 million

General Business References (List two or three)

<u>Name</u>	<u>Occupation</u>	<u>Business Address</u>	<u>Phone No.</u>
-------------	-------------------	-------------------------	------------------

A. _____

B. See attached Bid Documents

C. _____

Number of Permanently Employed Persons in your Organization +/- 150

It is understood and agreed that the execution of this statement of responsibility is made solely at the risk, cost and expense of the maker; is given in consideration of the agreement of the Borough of North Caldwell to make available to the maker the plans and contract documents for bidding purposes, and no rights, causes or claims at law or in equity shall arise on behalf of the maker against the Borough of North Caldwell for any use made thereof by the Borough of North Caldwell including the refusal to the maker of the right to bid on said work.

Montana Construction Corp. Inc.

80 Contant Avenue

Lodi NJ 07644

SIGNATURE AND BUSINESS ADDRESS OF BIDDER

Dated 6/30, 2020

Lisa S. Ballerini, President

CONTRACT

BOROUGH OF NORTH CALDWELL

WALKER'S POND SEDIMENT REMOVAL PROJECT

THIS AGREEMENT, made this ____ day of _____, 2020, between the BOROUGH OF NORTH CALDWELL, County of Essex, a municipal corporation of the State of New Jersey,, having its Borough Hall at Gould Avenue, North Caldwell, New Jersey (hereinafter called "Borough") and _____ with a place of business at _____ (hereinafter called "Contractor").

W I T N E S S E T H:

I. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement together with the following:

- (a) Notice to Bidders;
- (b) General Information to Bidders;
- (c) Scope and Intent of the Work and Information for Bidders;
- (d) Specifications;
- (e) Proposal Submitted by Contractor

Specifications and Construction Details are intended to supplement each other and together constitute one complete set of Specifications, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Borough Engineer (hereinafter "Engineer"). Should anything be omitted from the Specifications which is necessary for a clear understanding of the work, the Contractor shall promptly notify the Engineer.

II. ADMINISTRATION OF THE CONTRACT

- A.** All work under this contract shall be done to the satisfaction of the Engineer and in accordance with the Project Plans and Specifications. The Engineer shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He shall also decide all questions which may arise as to the fulfillment of the terms of the contract by the Contractor or as to the intent and purpose of the contract and the Specifications. The determination of the Engineer in all of such matters shall be final and binding upon the parties hereto.
- B.** The Borough may appoint and employ at its own expense, such persons as may be necessary to act as engineers, inspectors, or agents for the purpose of supervising the materials furnished and the work done. Such persons shall have unrestricted access to all parts of the project site and to any other places where the preparation of the materials and other parts of the work to be done under this contract are carried on and the Contractor shall cooperate with said persons so they may carry out their work of supervision and inspection.
- C.** The Engineer shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Specifications and Contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.
- D.** Such inspections shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Specifications, and work not so constructed shall be removed and made good by the Contractor at his sole expense whenever so ordered by the Borough, without reference to any previous oversight or error in inspection.

III. OBLIGATION OF CONTRACTOR

The Contractor shall, at his own cost and expense, provide any and all labor, materials apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required to complete the work and shall be solely responsible and answerable for the same and for the safe, proper, and lawful construction, maintenance and use thereof. The Contractor shall take such steps as may be appropriate to cover and protect the work from damage, and shall make good all damage to the same occurring before the completion of this contract. The Contractor shall employ only competent men.

The Contractor shall, at his own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place timber and braces, and take such other precautions as may be necessary to protect life, property, adjacent buildings and structures, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees or workmen. He shall provide access at all times to private property.

IV. PATENT RIGHTS

The Contractor shall indemnify and save harmless the Borough and its officers, agents, and representatives, from all claims for damages, arising from the infringement or alleged infringement of any patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

It is further agreed that all royalties for patents or patent infringement claims that might be involved in the construction or use of the work shall be included in the contract amount, and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Borough for infringement or alleged infringement of any patents involved or alleged to be involved in the work; and in case of an award of damages, the Contractor shall pay such award; and pending the determination or settlement of any such claims, the Borough is authorized to reserve and withhold from moneys due or to grow due the Contractor an amount sufficient in its judgment to cover any award, together with costs, that may be made thereon and that final payment to the Contractor will not be made while any such suit of claim remains unsettled.

V. DEFENSE OF SUITS

In the event any lawsuit shall be brought against the Borough or any of its representatives or agents for or on account of the failure, omission or neglect of the Contractor or his subcontractors or his or their employees or agents to do and perform any of the covenants, acts, matters or things by this contract undertaken or to be done or performed by the Contractor or his subcontractors, or his or their employees or agents, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors, his or their employees or agents, the Contractor shall indemnify and save harmless the Borough and its representatives, agents and servants of and from all loss, cost, damage expense, judgment or decrees whatever arising out of such lawsuits.

VI. PERMITS, LAWS AND ORDINANCES

The Contractor shall keep himself fully informed of all existing and current ordinances and regulations and Borough, County, State and Federal Laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall at all times observe and comply with all such valid and legally binding ordinances, laws and regulations and shall protect and indemnify the Borough and its representatives and agents against any claim or liability arising from or based on any violation of the same, and to take out and carry appropriate employer's liability insurance and public liability insurance. Building Permit fees will be waived by the Borough of North Caldwell.

VII. ASSIGNMENT OF CONTRACT

The Contractor shall have no right or power to assign this contract, in whole or in part, nor to assign any right arising or moneys due or to grow due thereunder, without formal approval of the Borough.

VIII. SUBCONTRACTING

All work described in the Specifications shall be performed by the Contractor with and through his own work force, employees, administrators, equipment and materials without brokering, assigning, or subcontracting any part thereof, unless approved by the Borough in writing. In no case will subletting be permitted to firms and individuals as maintained by the Department of Treasury, Division of Building and Construction, Bureau of Contractor Prequalification (Telephone No. 609-292-5022) ("Bureau") nor will materials be supplied or equipment be used that is owned and/or operated by firms and individuals included in the report of suspensions, debarments and disqualification of firms and individuals as maintained by the Bureau.

IX. COMPLETION OF WORK BY BOROUGH

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract shall be assigned, or the work subcontracted by him, otherwise than as herein specified; or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Borough, that the Contractor is willfully violating any of the conditions or covenants of this contract, or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this contract for its completion, or within the time to which the completion of the contract may be extended by the Borough, the Borough may notify the Contractor to discontinue all work, or any part thereof under this contract, by a written notice to be served upon the Contractor, as herein provided; and the Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Borough shall thereupon have the power to contract for the completion of the contract in the manner prescribed by law, or to place such and so many persons as it may deem advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; to take possession of and use any of the materials, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work, and to procure other materials and equipment for the completion of the same and to charge the expense of said labor and materials to the Contractor. The expense so charged shall be deducted and paid by the Borough out of such moneys as may be due or may at any time thereafter grow due to the Contractor under and by virtue of this contract, or any part thereof. And in case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Borough; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, the Borough shall pay such difference to the Contractor. The provisions of this paragraph are without prejudice to any remedies available to the Borough under the Contractor's Performance Bond.

X. CLAIMS FOR LABOR AND MATERIAL

The Contractor shall indemnify and save harmless the Borough from all claims for labor done and for materials furnished under this contract, or any alterations or modifications thereof, and shall furnish the Borough with satisfactory evidence, when called for by it, that all persons who have done work, or furnished materials under this contract, for which the Borough may become liable under the laws of the State of New Jersey, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient within the discretion of the Borough to meet the claims of the persons aforesaid shall be retained, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this contract, until the liabilities aforesaid shall be fully discharged or satisfactorily secured. The provisions of this paragraph are without prejudice to any remedies available to the Borough under the Contractor's Performance Bond.

XI. CHANGE ORDERS

- A. The Contractor in entering into this contract understands that the Borough reserves the right to change the work, service or materials and supplies necessary for the project whenever in its opinion it shall deem it necessary or advisable so to do. Any such change orders so made shall not however, subject the Contractor to increased expense without an appropriate adjustment of the contract price. If such change orders result in a decrease in cost of work involved, and appropriate deduction from the contract price shall be made. In no event shall any change order in the work shown on the Plans and Specifications be made unless the nature and extent thereof has been first certified by the Engineer in writing and sent to the Contractor.
- B. The Contractor shall do any work and furnish any materials not herein provided which, in the opinion of the Engineer, may be found necessary or advisable for the proper completion of the work provided, however, that any such change orders shall be in compliance with the Local Public Contract Law and N.J.A.C 5:30-14.4 and any amendments thereto. All extra work and materials shall be ordered in writing by the Engineer, and in no case will any work or materials in excess of the amount shown by said Plans and Specifications be paid for unless so ordered. The Contractor further agrees that he will accept as full compensation for such extra work and materials the unit price bid, in the case of items covered by unit prices in the Proposal, and no more; and for such items as are not covered by a unit price, he will accept as full compensation the reasonable cost of all labor, including insurance and payroll taxes, equipment rental and materials, plus fifteen (15%) percent for superintendence use of tools and plant, and other overhead expenses and profit.

- C. The Contractor agrees to prosecute such extra work with all reasonable diligence, and to employ thereon competent personnel. The Contractor shall give the Engineer access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Engineer before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

XII. PAYMENT

The Borough will pay the Contractor the prices stipulated in his Proposal for the completion by him of the work embraced in this contract in the manner and within the time specified herein. The Borough also agrees to pay such amounts as may be agreed upon for change orders in accordance with the terms hereof. Payments will be made upon and according to the voucher in use by the Borough.

XIII. GUARANTY

The Contractor guarantees the work done under this contract, and that the materials and equipment furnished by him and used in the construction of same are free from defects or flaws, and in conformance with the Contract Documents, and the guaranty is for a term of one (1) year from and after the date of acceptance of the work.

XIV. MAINTENANCE BOND AND REPAIRS FOR ONE YEAR

The Contractor will furnish a maintenance bond in the sum of five (5%) percent of the amount of the contract prior to final payment. The form of bond and the surety shall be acceptable to the Borough Attorney. The term of the bond shall be one (1) year.

XV. RATE OF PROGRESS AND TIME OF COMPLETION

The Contractor shall commence work within ten (10) days after the date of execution of this contract, or at such later date as the Borough may direct. The rate of progress shall be such that the whole work shall be performed and the grounds cleared within the number of consecutive calendar days set forth in the "Information to Bidders" or in the Specifications from the date of the order to commence the project, unless an extension of this time shall be made by the Engineer.

XVI. DAMAGES FOR FAILURE TO COMPLETE ON TIME

The Contractor shall pay to the Borough for each and every calendar day that he shall be in default in completing the work required to be complete within the number of consecutive calendar days specified in the preceding paragraph, the sum of One Hundred (\$100.00) Dollars, which sum is hereby agreed upon, not as penalty, but as liquidated damages which the Borough will suffer by reason of such default. The Borough shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this contract. If the time for the completion of this work shall be extended, the Borough shall be empowered to deduct from the contract sum the amount of damages, determined as herein before stipulated, for each day that the Contractor shall be in default of the completion date as extended by the Borough.

XVII. EXTENSION OF TIME

The Contractor expressly covenants and agrees that in undertaking to complete the work within the time mentioned he has taken into consideration and made allowance for all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes or additions ordered in writing by the Engineer, or by fire, lightning, earthquake, flood, tornado, cyclone, riot, insurrection or war, or by the abandonment of the work by the workmen engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay or default of any other contractor of the Borough, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer thereof in writing, and thereupon and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Engineer in his discretion shall award in writing, and his decision shall be final and conclusive upon the parties.

XVIII. LIABILITY OF CONTRACTOR FOR EMPLOYEES

Each and every employee of the Contractor, and each and everyone of his subcontractors engaged in the said work, shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Borough. The Contractor shall in no manner be relieved from responsibility or liability on account of any default or delay in the execution of said work, or of any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

XIX. NO WAIVER OF RIGHTS

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of the contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Borough or of the Engineer, or of any representative of either of them in superintending or directing the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work or any part thereof, or of materials used therein or therefor, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Engineer. Before any final certificate shall be allowed, the Contractor will be required and he hereby agrees to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract, and furthermore that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this contract by the Borough or anyone acting for it or on its behalf shall be held as a waiver of any breach of this contract by the Borough or anyone acting for it or on its behalf shall be held as a waiver of any other or subsequent breach thereof.

XX. VERBAL STATEMENT NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of the Engineer or other representatives of the Borough, and such statements shall not be effective or by construed as entering into or forming a part of, or altering in anyway whatsoever, the written agreement.

XXI. CLAIMS FOR DAMAGE

- A. No claims of any description for damages or delays caused by the work or negligence of other contractors will be allowed for extension of time of completion. Allowance will be made, however, provided that in the opinion of the Engineer the delays of other contractors, material deliveries, public utility corporations, and other public or private parties, have actually delayed completion, and further provided that the Contractor has complied with those sections of the contract document governing progress of the work, time of completion, and extension of time.
- B. Any claim for damages or delays for other reasons shall be preceded by a written notice to the Engineer within five (5) calendar days of the date of occurrence of such alleged damages or delay, setting forth the facts and basis of claim, and all records and costs shall be presented within thirty (30) days after such damage or delay has ceased.

- C. Any adjustments in the Contractor's compensation, or agreements made by the Engineer, if accepted by the Contractor, shall be in lieu of further claims for damages and extensions of contract time.
- D. Concurrent claims for contract time extension will be adjusted by the Engineer, who will be sole judge of the overall delay caused by such concurrent claims.

XXII. STATE LAWS AND REGULATIONS

- A. Buy American - The Contractor agrees that the Contractor, subcontractors, material men, and suppliers will use only goods and products of the United States, wherever available, in the performance of this contract.
- B. Affirmative Action Program - The parties of this contract 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 contract and are binding upon them.
- C. Law Against Discrimination -
 - (1) The parties to the contract agree to incorporate into this contract the mandatory language of N.J.S.A. 10:5-33 and the Regulations promulgated by the Treasurer pursuant to said Legislation (N.J.A.C. 17:27-1.1 et seq.). The Contractor or Subcontractor agrees to comply fully with the terms, provisions, and obligations of N.J.A.C. 17:27-3.4(a).
 - (2) The parties to the contract agree to incorporate into this contract the mandatory language of N.J.A.C. 17:27-7.4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or Subcontractor agrees to comply fully with the terms, provisions, and obligations of said Regulations.
- D. The rate of wages for all laborers and mechanics employed by the Contractor or any subcontractor on the work covered by this contract shall be not less than the prevailing rate of wages for work of a similar nature in the Borough of North Caldwell. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature applicable to the contract which cannot be adjusted by the contracting officer, the matter shall be referred to the Commissioner of Labor for determination, and his decision shall be conclusive on all parties to the contract (N.J.S.A. 34:11-56.27). If this provision is not complied with, the contract shall be voidable at the instance of the Borough pursuant to N.J.S.A. 34:11-56.27.

- E. Social Security - The Contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions of taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless the Borough from any such contributions or taxes or liability therefor.
- F. Taxes - All sales and use taxes, as well as other taxes that might lawfully be assessed against the Owner in the execution and performance of the Contract and work covered thereby, are to be paid by the Contractor. The bid prices will include the total cost of all such taxes.
- G. Alternate Dispute Resolution - Disputes arising out of this contract shall be submitted to mediation pursuant to industry standards prior to being submitted to a court for adjudication.

XXIII. RELEASE OF LIABILITY

No person or corporation other than the signer of this contract as Contractor now has any interest hereunder. Neither the Borough, nor any employee or agent thereof, shall be liable or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Borough and every representative and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Borough, or of any person relating to or affecting the work.

XXIV. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless the Borough, members of its governing body and other officers, as well as the Engineer and his representatives, of, from and against all loss, injury, and damage to person or property in whatever form by reason of, arising out of, or in connection with this contract or the contract documents, or the failure or neglect to keep, observe or perform any of its terms, covenants, agreements, provisions or conditions, the aforesaid being in addition to any other right or remedy which the Borough may have against the Contractor in law or equity or otherwise. The above indemnity shall include, but is not limited to, reimbursement of legal fees and expense.

XXV. NON-WAIVER

The Contractor covenants and agrees that, anything in this contract or in the contract documents to the contrary notwithstanding, or regardless of any matter, thing, contingency, or condition unforeseen or otherwise, present or future, the Contractor shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided; and the failure of the Borough to insist upon strict performance of any of the terms, covenants, agreements, provisions, or conditions in this contract or in the contract documents, on any one or more instances, shall not be construed as a waiver or relinquishment for the future of any terms, covenants, agreements, provisions and conditions, and the same shall be and remain in full force and effect with power and authority on the part of the Borough to enforce the same or cause the same to be enforced any time, without prejudice to any other rights which the

Borough may have against the Contractor under this contract or the Contract Documents.

XXVI. PERFORMANCE AND PAYMENT BOND

The Contractor shall, forthwith upon the signing of this contract, give to the Borough as obligee a Performance and Payment Bond issued by a corporate surety acceptable to the Borough in such form and for such an amount as shall be specified in the Contract Documents. The Borough shall have the right to terminate this contract any time without any further obligation hereunder to the Contractor or anyone else whomsoever upon the failure or neglect of the Contractor promptly to give such bond as herein provided; but any loss or damage suffered by the Borough by reason of such termination or by reason of any default on the part of the Contractor resulting in such termination shall be the responsibility of the Contractor and its surety on any Consent of Surety issued on behalf of the Contractor.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

BOROUGH OF NORTH CALDWELL

By _____
Joseph H. Alessi, Mayor

APPROVED:

ATTEST:

David M. Paris, Borough Attorney

Tami Michelotti, Acting Borough Clerk

Contractor, President

ATTEST:

Contractor, Secretary

FORM OF BOND

COMBINED N.J. STATUTORY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____
as Sureties, are hereby held and firmly bound unto the Borough of North Caldwell in the penal
sum of _____ (\$ _____) Dollars for
the payment of which will and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

the condition of the above obligation is such that whereas, the above named principal did on the
_____ day of _____, 20__ enter into a contract with the Borough of North Caldwell
which said contract is made a part of this the bond the same as though set forth herein;

NOW, if the said _____
shall well and faithfully do and perform the things agreed by

to be done and performed according to the terms of said contract, and shall pay all lawful claims
of subcontractors, material men, laborers, persons, firms or corporation for labor performed or
materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery
furnished, used or consumed in the carrying forward, performing or completing of said contract,
we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor,
material man, laborer, person, firm or corporation having a just claim, as well as for the obligee
herein; then this obligation shall be void; otherwise the same shall remain in full force and effect;
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 said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or to the Specifications therefor shall in anyway affect the obligation of said surety on its bond.

Signed, Sealed and Delivered
in the Presence of:

Witness as to Principal

Principal

Signed, Sealed and Delivered
in the Presence of:

Witness as to Surety

Surety

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ as Principal, and _____

_____ as Surety, are held and firmly bound unto the Borough of North Caldwell as Obligee, in the penal sum of _____

(\$ _____), to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the Borough of North Caldwell dated _____ for Walker's Pond Sediment Removal Project in the Borough of North Caldwell;

and

WHEREAS, said Contract provides that the Principal will furnish a bond conditioned to guarantee for the period of one (1) year after approval of the final estimate on said job, by the Owner, against all defects in workmanship and materials which may become apparent during said period;

and

WHEREAS, said Contract has been completed, and was approved on the

_____ day of _____, 20__.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligees for all loss that the Obligees may sustain by reason of any defective materials or workmanship which become apparent during the period of one (1) year from and after _____

then this obligation shall be void, otherwise to remain in full force and effect.

Signed, sealed and dated this _____ day of _____ 20____.

Principal

Surety

SECTION 01020

SPECIAL PROJECT PROCEDURES

PART 1: GENERAL

1.01 WORK INCLUDED

The Contractor shall furnish all labor, equipment, materials and means necessary to provide and maintain facilities required by the engineer and regulatory agencies for the project. The cost for all equipment and services provided under this section shall be included in the lump sum prices bid and no additional payments will be considered by the Owner.

PART 2: PRODUCTS

2.01 PHOTOGRAPHS

Photographer: Engage a qualified commercial photographer experienced in construction photography whose work is acceptable to the Owner and Engineer to take construction photographs.

Construction Photographs: Submit three (3) color prints and three (3) digital copies in **UNPROCESSED RAW FORMAT and JPEG or TIFF format with ownership or full usage rights** of each photographic view within thirty (30) days of taking photographs. Digital images are to have a minimum resolution of 3872x2592 pixels. Copies of digital images are to be provided to engineer on high quality CD or DVD (700MB CD-R or 4.7 GB DVD-R or DVD+R in labeled "jewel" case). These requirements apply for all photographs to be taken as part of this contract including, but not limited to, Preconstruction Photographs, Periodic Construction Photographs, Final Completion Construction Photographs.

- i. Format: 8-by-10-inch smooth-surface gloss prints on single-weight commercial-grade stock, enclosed back to back in clear plastic sleeves that are punched for standard 3-ring binder. Such sleeves are commonly available through stationery suppliers, Century Photo, www.centuryphoto.com, EZ2c poly photo pages Stock # CK-PP200-521PK or equal.
- ii. Identification: On back of each print, provide an applied label or rubber-stamped impression with the following information:
 1. Name of Project.
 2. Name and address of photographer.
 3. Name of Engineer.
 4. Name of Contractor.
 5. Date photograph was taken.
 6. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

Photographic Media: **Digital UNPROCESSED RAW FORMAT and JPEG or TIFF format with ownership or full usage rights**, camera must be capable of recording digital images with a minimum resolution of 3872x2592 pixels (camera image sensor shall be capable of recording 10 megapixel minimum).

Print Media: Digital images shall be printed on professional quality photographic paper.

Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

- A. Preconstruction Photographs: The Contractor shall furnish photographs showing the existing condition prior to the start of site and access clearing and construction. Before starting construction, take a minimum of thirty five (35) digital color photographs of Project site and surrounding properties from different vantage points. Show existing conditions of adjacent properties. At a minimum, one photograph must be obtained for each 100 feet of construction area with special attention given to environmentally critical areas and areas outside of the public right-of-way. Take additional photographs as necessary to adequately document condition of existing improvements to remain. Photographs shall be labeled by station so that upon completion of the construction, or during construction, if necessary, subsequent photographs can be taken from the same control points.
- B. Periodic Construction Photographs: Take a minimum of twelve (12) digital color photographs monthly coinciding with cutoff date associated with each Application for Payment. Photographer shall select vantage points to best show status of construction and progress since last photographs were taken. Sixty (60) construction progress photographs, exclusive of duplicates, as specified above, shall be provided during the course of the project. In the event the project has more or fewer monthly Applications for Payment than 6, then the number of construction progress photographs shall be adjusted accordingly at no additional cost to the Owner.
- C. Final Completion Construction Photographs: Take a minimum of ten (10) digital color photographs after date of Substantial Completion for submission as Project Record Document. Engineer and/or Owner will direct photographer for desired vantage points.

The Engineer, at his discretion, may direct the manner, method, and units of the construction to be photographed; therefore, before pictures are to be taken, the Contractor shall notify the Engineer at least 24 hours in advance.

Field Office Prints: Retain one set of prints of periodic photographs in field office at Project site, available at all times for reference. Identify photographs the same as for those submitted to Engineer.

In the event that the Contractor delays in complying with above requirements, the Engineer, in conjunction with the Owner, may call in an experienced photographer to take such photographs, and the cost thereof shall be borne by the Contractor.

PART 3: EXECUTION

3.01 EMERGENCY TELEPHONE

The Contractor is to maintain telephones at all times after regular working hours, including weekends and holidays, where he or his representatives can be reached on an emergency basis. The Contractor or his representatives are to be prepared to act to correct conditions on the site deemed to constitute an emergency by either the Owner, his agent, the Engineer, or local authority, but he is not to wait for instructions before proceeding to properly protect both life and property. If a condition on the site requires attention after working hours, either the Owner, agent, Engineer, or local authority may call the Contractor or his representatives at the emergency telephone number, identify himself and describe the emergency condition. The Contractor is expected to dispatch men and equipment to adequately institute corrective measures within two (2) hours. If, for some reason, the Contractor or his agent cannot be reached at the emergency number after a reasonable time (½-hour), the Owner will have the right to immediately initiate corrective measures in accordance with the Article which follows, covering Emergency Services to Correct Hazardous Conditions, and the Contractor will be considered to have waived any right to perform emergency service.

3.02 EMERGENCY SERVICES TO CORRECT HAZARDOUS CONDITIONS

In the event that the Contractor fails to maintain safe job conditions or traffic conditions, including, but not limited to, trench settlement and hazardous piling or storage of backfill or construction materials, the

Owner, after failure of the Contractor to commence substantial steps at the job site to rectify the situation within two (2) hours of the time the contractor has been notified, pursuant to the preceding paragraph, of the unsafe conditions, may hire guards, take such precautions, make such repairs and take any other steps which the Owner or the Owner's agent, in its discretion, considers necessary to protect the property, persons, or the Owner. The cost of any of these precautions, guards, or steps will be deducted from the payments due the Contractor, and the Contractor will be billed for these services, work, and materials at prevailing rates.

3.03 NOTIFICATION TO UTILITY COMPANIES AND OWNERS OF BURIED PIPELINES

The Contractor is to comply with all provisions of the "Underground Facility Protection Act" (Public Law 1994, Chapter 118). The Contractor is to give notice at least three (3) business days and not more than ten (10) business days prior to the start of any work in the vicinity of existing utilities or appurtenances to the Garden State Underground Plant Location Service (N.J. One-Call System at 1-800-272-1000). The Engineer is to be furnished, in writing, with the date such notice was given and the Garden State Underground Plant Location Service "Markout Confirmation Number", prior to the start of any work. In addition, it is the responsibility of the Contractor to notify the Owner of any utility which is not a member of the "N.J. One-Call System".

3.04 WORK IN BAD WEATHER

During freezing, stormy or inclement weather, no work is to be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout.

When required, protection is to be provided by use of tarpaulins, wood and building paper shelters, or other acceptable means.

During cold weather, materials are to be preheated, if required, and the materials and adjacent structure into which they are to be incorporated are to be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces are to be artificially heated by approved means which will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar are to be sufficiently heated so that the mixture will be warm throughout when used.

The Contractor shall also take measures to prevent run-off from entering the work area.

3.05 EXPLOSIVES

Explosives are not allowed on this project.

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SECTION 01030

COORDINATION

PART 1: GENERAL

1.01 WORK INCLUDED

The review and coordination of shop drawings, actual execution of the work, and testing between general construction work, equipment and piping installation, pertinent instrumentation and electrical work is the responsibility of the Contractor.

The Engineer will check each shop drawing submitted to determine whether it complies with the intent of the Contract Documents and the design. This same requirement is placed on the Contractor and his supplier.

It is the intention of the Contract Documents to place various materials of construction and related requirements in their proper place both on the Drawings and in the specifications. However, no guarantee is made that such locations are, in every instance, where the Contractor might expect to find them.

The Contractor is required to provide, or make available, all of the Contract Documents to each vendor and subcontractor, both prior to bid to ensure proper Proposals, and during construction to insure compliance with the intent of the Contract Documents. This is the sole responsibility of the Contractor.

The Engineer is not responsible for project coordination between various subcontractors, which is the responsibility of the Contractor. The Engineer will observe, by attendance at job meetings as required, the orderly flow and progress of the work. The various subcontractors and those people responsible to them are required to interact with each other to ensure that the work progresses in an orderly fashion and without exceeding the time allotted in the Contract.

The Contractor is to refer to the appropriate section of the Contract Documents which defines the limitations of the Engineer's responsibilities.

The Contractor is responsible for reading all the Specifications and following the various Contract Drawings. His review of all the Contract Documents as well as shop drawings, coordination drawings and other information required to complete the project is his sole responsibility. He is to request clarification on any matters where ambiguities might exist, in order to receive instruction as to the proper documents to follow.

All products or materials which require the selection of color finishes are to be submitted early and with sufficient lead time to permit the Owner or his Engineer or Architect to develop an overall color coordination system for use by the Contractor in the final installation. Delays in submitting such product or material samples or color charts at one time may delay the selection process and prevent the Contractor from granting suppliers final releases for fabrication.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.01 WORKING HOURS

See B-16 of the Information to Bidders section of this specification.

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SECTION 01040

FIELD ENGINEERING

PART 1: GENERAL

1.01 METHOD OF CONSTRUCTION

Before starting the work, and from time to time during its progress as the Engineer may request, the Contractor is to outline to the Engineer the methods he plans to use in performing the work and the various steps he intends to take.

1.02 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Engineer may furnish the Contractor with additional instructions and detailed drawings as may, in the opinion of the Engineer, be required to clarify the work included in the Contract. The additional drawings and instructions, thus supplied to the Contractor, will be coordinated with the Contract Documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor is to carry out the work in accordance with any additional detailed drawings and instructions. Additional instructions and detail drawings are not to be considered extra work.

1.03 PIPE, BUILDING LOCATION, UTILITY AND OTHER IMPROVEMENTS

All improvements are to be located substantially as indicated on the drawings, but the right is reserved to make such modifications in their location as may be found desirable to avoid interference with existing structures or for other sound reasons. Where existing underground utilities are encountered which were not anticipated or indicated, the Contractor is to request from the Engineer such instructions as may be necessary to properly install improvements in order to eliminate the interference. The Contractor shall hire a Licensed N.J. surveyor to layout all improvements.

1.04 CHANGES IN DESIGN

If, during construction, it is found expedient by the Contractor to modify or change the design of any part of the facility, including the equipment or any part thereof, completely detailed and checked working drawings showing the proposed changes are to be submitted to the Engineer for his review. Any permitted modification or change of design as set forth above is to be at the sole discretion of the Engineer. Approval of such changes does not release the Contractor from his obligation or guarantees, nor are any of the conditions of the Contract abrogated thereby. Any additional costs, including redesign costs to this Contract resulting from these changes, are to be borne by the Contractor. The Contractor is further to note the Contract Article entitled "Changes".

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

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SECTION 01050

REGULATIONS

PART 1: GENERAL

1.01 WORK INCLUDED

All work under this Contract is to comply with all applicable requirements of Federal, State and local statutes, regulations, and codes, and especially the safety provisions contained therein.

Certain work to be done within the scope of this Contract may be required to meet the specification of persons, municipalities or bodies other than the Owner. The Contractor is to be responsible for obtaining the approval and acceptance of his completed work by such persons, municipalities, counties and similar bodies. Such work may include, but is not to be restricted to installation of sidewalks, curbs, pavement or utilities; plumbing, electrical and building construction work or other incidental work required to complete the Contract.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.01 ENVIRONMENTAL PROTECTION

The Contractor is to minimize environmental impact due to his construction operations during all phases of his work. This shall include, but is not limited to, **prohibition** of the following construction procedures.

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or any unspecified locations.
2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, wetlands, or surface waters.
3. Pumping of silt-laden water from trenches or other excavations into surface waters, stream corridors, or wetlands.
4. Damaging vegetation adjacent to or outside of the access road or the right of way.
5. Disposal of trees, brush, and other debris in any stream corridors, wetlands, surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of any flow line of any stream.

7. Open burning of project debris.
8. Use of chemicals for dust control.
9. Use of asphaltic mulch binder.
10. Discharge of test waters with high chemical disinfectant or other pollutant concentrations.

The Contractor shall protect, to the drip line, all trees not designated by the Engineer to be removed.

The Contractor is directed to the appropriate sections of the Specifications for additional information regarding environmental work and protection.

3.02 LABOR, SAFETY, HEALTH AND SECURITY REGULATIONS

The Contractor is to refer to the appropriate portions of Information for Bidders regarding Labor, Safety, Health and Security Regulations.

The Contractor is to provide adequate signs, barricades, red lights and uniformed guards and take all necessary precautions for the protection of the workers, the work and the safety of the public. All traffic control shall be in accordance with the requirements of the latest edition of the USDOT "Manual of Uniform Traffic Control Devices. All barricades and obstructions are to be protected at night by suitable signal lights which are to be lit from sunset to sunrise. Barricades are to be of substantial construction and painted such as to increase their visibility at night. Suitable warning signs are to be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.

The Contractor is to keep on proper lights each night between the hours of sunset and sunrise at and upon all portions of his work; upon all sites in connection with the work, when required by law or regulations, or when deemed necessary by the Owner or by the proper authorities, or when required by the liability insurance coverers, and is to be solely responsible for all injuries and damages resulting from neglect or failure to comply with the provisions of the Contract in this respect. Night lighting must be so sized, concentrated and located so as to cast sufficient illumination around new construction and excavations. All excavations and obstructions must be properly marked, lighted and provided with railing and other guards.

The Contractor is to maintain sufficient guards by day and night to prevent accidents of any kind or character whatsoever, and will be solely liable for any damage, which may arise from any negligence on his part or that of his agents and employees.

If, at any time, in the opinion of the Owner or the Engineer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Owner and the Engineer will have the right, but not the obligation, to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor is to promptly comply with such orders. If, under such circumstances, the

Contractor does not or cannot immediately put the same into proper and approved condition or if the Contractor or his representative is not upon the grounds so that he can be immediately notified of this insufficiency of safety precautions in accordance with the procedures for notification of the Contractor specified under "Emergency Telephone", then the Owner may put the work into such a condition that it shall be, in his opinion, safe and the Contractor is to pay all expenses of such labor and materials as may have been used for this purpose by him or by the Owner. Such action of the Owner and/or Engineer, or their failure to take such action, will in no way relieve the Contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of the safety precautions taken by the Contractor or by the Owner acting under authority of this Section.

3.03 SANITATION

Sanitary conveniences, properly screened from public observation, for the use of all persons employed on the work and beginning with the first persons engaged in preliminary operations, are to be provided and maintained by the Contractor in sufficient numbers, in such a manner and at such locations as will be approved. Sanitary facilities are to be completely self-contained, chemically treated and regularly serviced.

3.04 FIRE SAFETY

The Contractor is held responsible and is to maintain conditions which promote fire safety in his operations at all times. Materials which could constitute a fire hazard such as gasoline, paints, wood and paper products are to be safely stored.

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SECTION 01070

MEASUREMENT AND PAYMENT

PART 1: GENERAL

1.01 WORK INCLUDED

For the estimating of quantities in which the computation of areas by geometric method would be comparatively laborious, it is stipulated and agreed that the planimeter may be considered an instrument of precision adapted by the measurement of such areas.

It is further stipulated and agreed that the computation of the volume of prisms is to be by the method of average end areas.

1.02 DESCRIPTION

- A. The items listed within the Bid Form constitute all of the pay items for the completion of the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, Contractor's field office, layout surveys, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, heat, maintaining traffic, removal of waste, watchmen, bonds, insurance, mobilization and demobilization, environmental protection and erosion control, the preparation of as-built drawings, post construction bathymetric surveys, and all other requirements of the General Conditions, Supplementary Conditions, General Requirements and other sections of the Contract Documents, or which can be reasonably inferred therefrom. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit price pay items listed herein.
- B. Each lump sum and unit bid price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item, unless otherwise specifically noted.

1.03 ESTIMATE OF QUANTITIES

- A. Estimated quantities for unit price pay items, as listed in the Form of Bid, are approximate only and are included solely for the purpose of comparison of Bids. Owner does not expressly or by implication agree that the nature of the materials encountered or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as Owner may deem necessary. Contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensation for any additions or deductions caused by a variation in quantities as a result of more accurate measurement, or by any changes or alterations in the Work ordered by Engineer in writing.

1.04 RELATED PROVISIONS

- A. Payments to Contractor: Refer to General Conditions, Supplemental General Conditions and Contract.
- B. Changes in Contract Price: Refer to General Conditions, Supplemental General Conditions and Contract.

PART 2: PRODUCTS

Not Used

PART 3: WORK INCLUDED

Not Used

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SECTION 01080

PROJECT MEETINGS

PART 1: GENERAL

1.01 PRECONSTRUCTION CONFERENCES

Before construction is started, preconstruction conferences shall be held. During the first conference the Owner and the Contractor will discuss the procedures to be followed by the Contractor during the construction process.

The Contractor will also be required to attend a preconstruction conference attended by all utility companies and State and local authorities.

1.02 JOB MEETINGS

The Engineer may schedule job meetings during the life of the Contract. The time and location of meetings is to be set by the Engineer. The Contractor, unless otherwise notified by the Engineer, is to have authorized representatives attend each meeting. Additional meetings may be called as progress of work on the project requires.

The purpose of these meetings is for maintaining communication between the Owner, Engineer and Contractor, including the Contractor's subcontractors and suppliers. The meetings are to be used to coordinate various parts of the work, update construction schedules, prepare progress estimates and respond to questions, which may be raised by the various participants.

Attendants at job meetings shall include the Owner, Engineer the Contractor and subcontractors (as may be required or specifically requested by the Owner/Engineer).

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

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SECTION 01090

SUBMITTALS

PART 1: GENERAL

1.01 WORK INCLUDED

This section covers a variety of different types of documents, drawings, and material, which the Contractor is to provide to the Engineer or Owner for his approval, information, or use. Submittals will include, but not be limited to: bonds, bid price breakdown, construction schedule, shop drawing schedule, shop drawings, samples, color charts, operating and maintenance manuals, parts lists, spare parts and materials, special tools, and guarantees.

These items are to be submitted as specified in this Division and other Divisions of the Specifications, in the proper quantities, and in a timely manner.

1.02 SUBMITTALS

A) Shop, Coordination, Setting and Installation Drawings and Samples

The Contractor shall promptly submit to the Engineer, one (1) electronic copy (PDF) of detailed shop drawings, guaranteed test curves, and manufacturer's specifications for all equipment, tools and furnishings to be supplied under this Contract. Detailed shop drawings shall be submitted for items such as piping, ducts, miscellaneous metals, reinforced plastics, structural steel, reinforcing steel, mechanical equipment, fabricated items, electrical components, instrumentation and other work, whether or not mentioned in this section.

The Contractor shall submit these data with such promptness as to avoid delay in the work. Shop drawings are to be submitted as soon as possible after Contract signing. Mechanical items, electrical items, instrumentation, reinforcing steel, and other items requiring long lead times and extensive review time shall be submitted first. Items requiring a lesser degree of lead-time or review time may be submitted as necessary. In order for the Contractor to be deemed to have fulfilled this requirement, his individual submissions must be complete in every respect so that a logical and orderly review might follow. Piecemeal submissions are not acceptable. Final submissions for approval must be complete in all respects.

When dimensions are of particular importance, the drawing must be certified by the manufacturer as correct for this project.

The Engineer will review submitted data within a reasonable time after receipt of such data considering the complexity and completeness of such submissions. He shall determine at his sole discretion whether the data submitted are sufficient to render a decision. Resubmission of drawings by the Contractor for the Engineer's approval must be completed within thirty (30) days of the return of the previous submission by the Engineer, unless the Engineer specifically agrees to the contrary.

No materials, equipment or specialties are to be purchased, fabricated or released until the Engineer has approved the shop or working drawings as conforming to the contract requirements. All materials and work involved in the construction shall then be as represented by such drawings.

Shop drawings are to be not smaller in size than 8-½" x 11" nor larger than 30" x 42". Reproductions of the Engineer's drawings will not be acceptable as shop drawings. Before submitting shop drawings, the Contractor must check and sign all drawings, noting thereon any deviation from the Contract Drawings and Specifications.

One (1) electronic copy (PDF) of shop drawings, test curves, or other material are to be submitted for approval. Following his review, the Engineer will return one . If shop drawings are checked "Amend and Resubmit" by the Engineer, the Contractor must resubmit one (1) electronic copy (PDF) of the revised shop drawings, of which will be returned to the Contractor by the Engineer.

The Contractor is to be responsible for furnishing subcontractors with approved shop drawings as required. No shop drawings are to be used for construction, ordering, fabrication, or other reasons unless marked "No Exceptions Taken" or "Make Corrections Noted" by the Engineer.

The Contractor is to note the difference in action expected by the Engineer with regard to Engineer required drawings such as shop, coordination and installation drawings, and those which are presented by the Contractor, by his own choice, and for his convenience. Engineer required drawings are to be construed as those which define shop systems work, parts drawings, fabrication drawings, test reports, certifications, and manufacturer's installation requirements. These will be reviewed and stamped appropriately by the Engineer after detailed review.

Contractor's coordination and/or installation drawings which are presented at his option are to be construed as those which assist the Contractor in his orderly execution of the work. Such drawings will be reviewed by the Engineer only as a convenience afforded the Contractor and shall not be stamped by the Engineer.

All Engineer required drawings are to be stamped by the Contractor certifying his review and approval thereof. The stamp is to bear the following information:

APPROVED FOR CONTRACT REQUIREMENTS

The Contractor's signature below indicates that he has checked the drawing with the Contract Drawings and Specifications and found it to meet all requirements of same including dimensions, and that the Contractor's guarantee fully applies to the specified material or equipment.

RE: Specification Section _____ Page No. _____ Paragraph No. _____

Drawing Sheet _____ By: _____

Signature/Contractor

Approval of any shop drawings, manufacturer's specifications, or other material by the Engineer does not relieve the Contractor of the responsibility for:

- a) Errors of any sort in shop or setting drawings or schedules.
- b) Deviations from Contract Drawings or Specifications unless the Contractor has given written notice to the Engineer of any such deviations at the time of submission.
- c) Responsibility for proper performance of his work.
- d) Coordination with other trades.
- e) Safety and security on the job site.

Data must include dimensions, detailed drawings, and manufacturer's specifications for all items. Specific data required are set forth under the various Specifications items, but in general, are to include characteristics and efficiency curves for all motors and pumps, as well as weights of equipment to be delivered.

When required by the specifications, the Contractor is to furnish duplicate samples of materials, finishes or other items proposed to be used in the work. All materials, finishes and workmanship incorporated in the work are to be similar and equal to the approved samples. The Engineer shall retain such samples until final acceptance of the project and return only those samples specifically requested.

The Contractor is to prepare and submit to the Engineer for approval, a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment; and the completion of the various parts of the work. Such schedules will be subject to change from time to time in accordance with the progress of the work. Major emphasis will be placed on the submission of the shop drawing schedule which is to include submittal dates, time of starting manufacture, time of testing at place of manufacture where applicable, and date of delivery.

B) Operating and Maintenance Instructions

Not Used

C) Payment Schedule and Cost Breakdown

Prior to contract signing, the Contractor is to have submitted and received approval on a cost breakdown which may be used in preparing the monthly requisition for payment. The breakdown is to be in sufficient detail to facilitate a meaningful and fair estimate of work in place as evaluated by the Engineer. Any unrealistic breakdown of work which is anticipated early in the construction period may be cause for rejection of the breakdown and require resubmittal prior to contract signing.

The cost breakdown is to define costs associated with individual subcontracts by key elements.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3.01 RECORD DRAWINGS

The Contractor is to keep accurate records of all deviations of his work from that shown on the Drawings, and indicate the actual construction with colored lines on a set of white drawings.

During the course of construction, the Engineer reserves the right to examine the Contractor's record drawings to ascertain whether adequate effort is being afforded to the record drawings. The Contractor's failure to properly maintain accurate record drawings may result, at the option of the Owner, in sufficient monies being retained from the Contractor's progress pay estimates to cover the costs of maintaining proper records.

After completion of the project, the Contractor is to turn over to the Engineer one (1) set of white drawings indicating thereon a complete record of any changes or revisions which exist in the completed work. These drawings are to be used to assist and supplement the Engineer in his preparation of "Record Drawings".

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SECTION 01110

CONSTRUCTION FACILITIES AND TEMPORARY UTILITIES

PART 1: GENERAL

1.01 MAINTENANCE OF STRUCTURES, UTILITIES, AND NATURAL OR MAN-MADE SURROUNDINGS

All existing utilities and/or process systems are to be kept in operation at all times during construction operations unless prior arrangements have been made to provide alternative service.

From the commencement of work, the Contractor is to be solely responsible for the care of the work during its progress for materials delivered and intended to be used, and for the protection to existing structures and trees or shrubs on or adjacent to the site of the work. Any injury or damage to the same is to be made good at the Contractor's expense.

1.02 OCCUPYING PRIVATE LAND

The Contractor is not to enter or occupy with workers, tools, materials, or equipment, any land outside the easements or property of the Owner.

1.03 EXISTING CONSTRUCTION AND FACILITIES

When new construction is adjacent to or streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor must secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor is to replace or repair all existing construction damaged in the execution of this contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

1.04 PUBLIC CONVENIENCE

The Contractor is at all times to conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and residents in the vicinity of the work, and to insure the protection of persons, site employees and property.

Fire hydrants on or adjacent to the work are to be kept accessible to fire-fighting equipment at all times. Temporary provisions are to be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which are not to be obstructed.

The Contractor is solely responsible for satisfactorily maintaining flows in the existing utilities, affected by the work, at all times during the course of construction, unless otherwise indicated in the Contract Documents. All costs for such maintenance is deemed to be included under the

price bid and no additional costs are to be paid by the Owner for any work involved in this maintenance.

The Contractor is to review his construction schedule with the Owner with respect to interruption of facility traffic and revise it accordingly if the Owner so requires.

1.05 TEMPORARY UTILITIES

The Contractor is to make all necessary arrangements for temporary utilities required or herein specified. No specific payment will be made for the costs of such utilities, but the costs thereof are to be included in the lump sum price bid for the work. Upon completion of the work, the temporary utilities are to be removed.

- a) Telephone: The Contractor is to provide a job site telephone or cell phone at no charge to the Owner. The job supervisor is to have access to a cell phone at all times.
- b) Electric: The Contractor shall provide temporary electricity for himself and his subcontractors.
- c) Water: The Contractor shall provide temporary water as required during construction. The Contractor shall obtain written permission from the Lakewood MUA for use of any hydrants for this project, prior to their use. (A copy of this letter shall be sent to the Engineer.) There is no guarantee that the local MUA will allow use of the hydrants. The cost of temporary utilities is to be borne by the Contractor and included in the various prices bid.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not used

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SECTION 01130

JOB CONDITIONS

PART 1: GENERAL

1.01 WORK INCLUDED

The Contractor is to review the Drawings and Specifications to determine the extent of the work. The Contractor is specifically alerted to this section concerning inspection of the existing field conditions. The Contractor is to visit and inspect the project prior to preparing his bid in order to clearly familiarize himself with all field conditions, the intent of the design, and the extent of all work. After his review and inspection is complete, and before he submits his bid, if the Contractor has any questions regarding the extent and details of the work, he is to submit them to the Engineer in writing.

It is also important for the contractor to understand that he is responsible for working with the Municipality and/or County with traffic control and not to impede the recycling operation. Also, the contractor shall be aware that he must coordinate his work with the equipment installation contractor.

Before proceeding with any work, the Contractor is to confirm methods of construction, obtain field measurements, and verify all dimensions on the Drawings as required.

Failure of the Contractor to familiarize himself with all drawings relating to the work and conditions existing at the site of construction will not relieve him of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

The Contractor is cautioned that existing utilities are to be kept in operation during the period of the Contract.

The Contractor is alerted to the fact that the Owner assumes no responsibility for actual conditions of the areas affected by work indicated or called for by the Contract Documents.

1.02 CONSTRUCTION SEQUENCE

The Contractor shall undertake work under this Contract only in accordance with the following sequence of construction activities. This sequence may be modified from time to time by the Engineer and Owner, but the Contractor shall not depart from the sequence indicated below without prior written permission from the Engineer or Owner to do so.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

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SECTION 02020
SITE PREPARATION AND EARTHWORK

PART 1: GENERAL

1.01 WORK INCLUDED

The Contractor shall complete all clearing and grubbing; stabilized stream crossings and mats; dewatering area with the specified liner; completion and maintenance of the site grading from the elevation of the deepest excavation on the site to the finished grades shown on the Contract Drawings; removal and disposal of all unsuitable and unusable materials to approved off-site locations; layout and construction of temporary haul roads, access roads, stockpile and temporary storage areas; borrow pits, maintenance of site drainage; soil erosion and soil control measures including proper placement of silt fences and hay bales with appropriate soil compaction testing upon completion; all as shown on the Contract Drawings, specified herein or elsewhere in the Specifications and as required to fulfill the intent of the Contract Drawings and Specifications.

1.02 RELATED WORK

Section 02030 - Removal of Sediments from Walker's Pond
Section 02040 - Lake Lowering and Maintenance of Stream Flow
Section 02050 - Environmental Protection
Section 02240 - Dewatering
Section 02350 - Slope Protection and Erosion Control
Section 02920 - Lawns and Grasses

1.03 GENERAL

All work performed and materials furnished shall conform to the lines, grades, cross-sections, dimensions, details, gradation and physical requirements indicated on the Contract Drawings and as called for on the drawings and in the Specifications.

The Contractor, ten (10) days before beginning any earthwork, shall submit to the Engineer the following information:

- a.) Location of source(s) for all types of fill materials
- b.) The equipment that will be used
- c.) The method of excavation to be utilized

1.04 SOILS AND FOUNDATION INVESTIGATION

The Contractor shall, by inspection, by test pits or boring made by himself or by other adequate methods, satisfy himself regarding the character and amounts of the various classes of materials, water levels and other subsurface conditions to be encountered in the work to be performed. Water levels and water flow volumes vary with the seasons of the year and the amount of rainfall experienced at a particular time.

1.05 ENVIRONMENTAL PROTECTION

During all phases of site preparation and earthwork, the Contractor shall comply with the requirements of the specifications regarding environmental protection. This shall include the construction of sediment dewatering area, access drive and Soil Erosion Controls as required.

Where underground objects or materials are shown on the Contract Drawings, it is expressly stipulated that the location, elevations, or character are not warranted to be even approximately correct, nor can they be assumed to be the only underground objects or materials which may be encountered in the work.

The Contractor during all phases of his work shall carefully protect all existing structures, pipelines, drains, conduits, or other improvements on the site, and shall restore same to a condition equivalent to conditions existing prior to his operations. Ample precautions shall be taken to prevent settlement of existing improvements.

All existing pipelines and services shall be maintained or, where required, shall be removed and replaced to accommodate the work to be done under this Contract.

All trees, shrubs, logs, stumps, brush, vegetation, rubbish, and other materials which occupy the existing grades within the construction area shall be cleared and removed from the site, except for those trees which are specifically designated for protection at the site by the Engineer. Care shall be exercised to avoid injury to roots or branches of any trees which are to remain. Disposal of materials so removed shall be at approved locations outside of the property.

Only those portions of the construction area which are absolutely necessary and essential for construction shall be cleared. Whenever possible, excavation shall include the removal and storage of topsoil from the construction site for future use. The length of time of ground disturbance shall be reduced to the minimum practicable. Ground disturbance shall be avoided until immediately preceding construction.

The Contractor shall make every effort to avoid the destruction of common native trees and shrubs so as not to unduly disturb the ecological balance or environmental quality of the area outside the limit of disturbance. Trees to be preserved shall be protected to the drip-line. Trees which must be pruned shall be cut cleanly and painted with tree paint. If a tree is damaged, the wood shall be repaired and painted with tree paint.

1.06 TEMPORARY HAUL AND ACCESS ROADS, STOCKPILE AND STORAGE AREA

The Contractor shall submit to the Engineer and Owner, for approval, a plan showing his proposed haul and access roads, stockpile and storage areas. Utilization of existing roadways and landscaped areas at the site shall be avoided as much as possible in locating these facilities. At the conclusion of their use, all temporary roads and storage areas shall be graded and restored to original conditions or incorporated into the final work as is applicable.

Only the area shown on the drawing shall be used for the purpose of storing materials, equipment and spoils. Suitable sites shall be level, devoid of mature stands of natural vegetation, and be removed from drainage facilities and features, wetlands and stream corridors.

The boundary of the stockpile areas shall be bounded by hay bales, silt fencing or other approximate method. Where fill is to be stored in excess of 14 days, a suitable means of protecting excavated material from wind and water erosion shall be employed. Erosion control methods may include one or more of the following: mulching, watering, silt fencing, hay bales and stone covering.

Excess excavated materials which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from site.

Any existing topsoil in the dewatering area shall be stripped and stockpiled prior installation of dewatering area liner and stone as specified. If topsoil is approved by the Engineer, and if the Contractor provides suitable storage for it, the topsoil may be used later on the site as required; otherwise, it shall be disposed of off-site and the Contractor shall furnish new topsoil as specified elsewhere in the Specifications. Unacceptable excavated topsoil or excess topsoil shall be disposed of outside the property at approved off-site locations. Acceptable topsoil shall meet the requirements outlined in this specification.

1.07 EXCAVATION, REMOVAL AND DISPOSAL OF MATERIALS

The Contractor shall excavate existing material from the site to the required lines, grades and slopes shown on the Contract Drawings and as described herein. Excavated materials or excess excavated materials, including clay, silt, soils and stone mix used for the access road and storage area, organic soils, rocks, sludge, and man-made fills shall be removed and disposed of off the site.

Hauling, dumping, analytical costs and the costs of disposal shall be borne by the Contractor at no additional cost to the owner. The use of coverings on trucks hauling materials in various municipalities may be required by local ordinances; however, the Contractor shall have no cause for additional claims due to such requirements. Truck wheels shall be cleaned prior to leaving the site so that no mud or other unsightly material is left on public roads. Hauling trucks shall be of a suitable type so as not to permit any soft liquid or watery material to drop onto private or public roadways.

The Contractor is advised that the disposal of excess excavated materials in wetlands, stream corridors, and flood plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by him will be brought to the immediate attention of the responsible regulatory agencies with a request that appropriate action be taken against the offending parties. Further, the Contractor will be required to remove the fill at his own expense and restore the area impacted.

The Contractor shall be aware that permitting agencies are concerned about the erosion by wind and water of excess excavated materials disposed of on private lands by contractors.

All excavation shall be accomplished in such a manner which will not adversely affect otherwise acceptable underlying soil.

During the general excavation process the Contractor should take care to assure proper site drainage at all times in order that a minimum amount of subgrade disturbance occurs.

1.08 SITE DRAINAGE, RUNOFF AND SUBSURFACE DEWATERING SYSTEMS

The Contractor shall construct such ditching and embankments and shall so grade his working areas as to keep surface runoff from entering the work area or inundating existing facilities and improvements.

The Contractor shall not permit silt-laden waters resulting directly or indirectly from any of his operations to discharge without prior sedimentation into any surface water. See the specifications regarding environmental protection for positive measures in the regard.

All discharges from dewatering operations to surface waters or storm sewers shall be free of sediment. Care should be taken not to damage or kill vegetation by excessive watering or by silt accumulation in the discharge area. Therefore, if dewatering discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge.

The Contractor shall use good accepted construction techniques in dewatering the site for the duration of excavation. In addition to dewatering by means of the subsurface drainage system and pumping, the Contractor may use other acceptable methods of dewatering, subject to review by the Engineer. All excavated areas shall be kept throughout all phases of construction. Should an excavated area partially filled become inundated for any reason, the Contractor shall remove the inundating waters by an approved method within forty-eight (48) hours. Berms shall be constructed to prevent stormwater runoff into any excavation.

Any dewatering pumps which are to be in operation before 7:00 A.M. or after 6:00 P.M. of any day or night, or which are to be in operation on any Sunday, shall be operated only by electric motors.

All storm sewer inlets located within the construction area are to be provided with perimeter hay bales or other appropriate siltation control measures as noted on the Contract Drawings or required by the Hudson Essex Passaic Soil Conservation District during the construction of the project.

PART 2: PRODUCTS

2.01 MATERIALS

Fill Classification-

1. Type "W" Fill (CP-101) - shall be a structural fill consisting of clean stone conforming to New Jersey Department of Transportation coarse aggregate size No. 57, used to facilitate dewatering while providing a firm workmat subgrade onto which foundations may be constructed. The fill material shall be imported from off-site and shall meet the following gradation requirements.

<u>U.S. Sieve Size</u>	<u>Percent Passing</u>
1 Inch	100
¾ Inch	90-100
3/8 Inch	20-55
No. 4	0-10
No. 8	0-5

PART 3: EXECUTION

3.01 FILL PLACEMENT AND COMPACTION

Filter Fabric

Nonwoven fabrics shall consist only of continuous chain polymeric filaments or yarns of polyester, formed into a stable network by needle punching. All fabrics shall be inert to commonly encountered chemicals and hydrocarbons, mildew and rot resistant, insect and rodent resistant, and resistant to ultraviolet light and heat exposure.

The filter fabric shall be equal to Tytar 3401 as manufactured by Reemay. The filter fabric shall provide an Equivalent Open Size (EOS) no finer than the U.S. Standard Sieve No. 100 and no coarser than the U.S. Standard Sieve No. 70. The fabric shall have a minimum tensile strength of 130 lbs, and a puncture strength of not less than 40 lbs. Water flow rate shall be 60 gallons/square foot/minute. The filter fabric will be 16 ounces in weight.

The Contractor shall submit manufacturer's data on the filter fabric that will be used for the review of the Engineer to assure compliance with the above requirements.

Filter fabric shall be free from defects, rips, holes, deterioration or damage. The prepared foundation shall be relatively smooth, free from obstructions, depressions, debris, low density pockets and protruding rocks. The fabric shall be placed with long dimensions parallel to the slope and shall be laid smooth and free of tension, stress, folds, wrinkles, or creases. The strips shall be placed to provide a minimum width of 12 inches of overlap for each joint.

The fabric shall be protected at all times during construction from any damage or containment by surface runoff. The work shall be scheduled so that the covering of the fabric with a layer of specified material is completed within 30 days after the fabric is placed. Fabric damaged during installation or

placement of backfill within the specified time limit herein shall be removed and replaced at the Contractor's expense.

END OF SECTION 02020

SECTION 02030
REMOVAL OF SEDIMENTS
FROM WALKER'S POND

1.01 General

The Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to the removal of accumulated sediments from Walker's Pond.

The work shall include all necessary protection for workers and others entering the pond including the proper construction of the access road and storage area by providing timber and mats, the excavation of accumulated sediment from the pond, on-site dewatering of sediments removed from the pond, transporting material to the off-site location, grading of the pond-bed, handling of stormwater runoff during construction, and all else required to complete the restoration of the pond as shown on the Contract Drawings, described in the Specifications, or directed by the Engineer. All work shall be undertaken in conformance with the provisions and conditions of permits and approvals for the Project.

The Contractor shall conduct his operations in a manner that will protect and will not damage existing structures. Operations which could cause damage to the existing spillway/control structure and its appurtenances will not be allowed.

The Contractor shall restore any and all damage resulting from his operations. Restoration shall be in accordance with specifications provided by the owner of the damaged structure. No additional payment shall be made for restoration.

1.02 Character of Material

The Contractor shall satisfy himself regarding the character and amount of the various classes of material to be encountered in the work to be performed through inspection, test pits or borings made by himself, or by other adequate methods.

This inspection is to be used as a guide for the Contractor in determining his method of excavation and dewatering the site.

As the various portions of the accumulated sediment material are penetrated during the work, the Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing if the actual conditions differ materially from those which were assumed, or if previously unknown obstructions are encountered which are not reasonably foreseeable.

1.03 Sediment Removal

The extent and depths to which the removal of pond sediments is required are shown on the contract drawings.

If directed by the Engineer, the Contractor shall change the location and/or depth of excavation within the limits when necessary to provide the best product available for the owner. The Contractor shall be responsible for establishing such control as may be necessary to ensure that the contract requirements are met. Volume of material removed from the pond is required for record purposes and shall be provided by the contractor. The Contractor shall submit to the engineer for approval, the method to be used for measuring and calculating total volume of material removed in tons as the unit of measurement.

1.04 Disposal of Excavated Material

Excavated sediment material shall be stockpiled as shown on the contract drawings until sufficiently dry to transport off-site. Any excavated material shall not be stockpiled or disposed of in a manner that may allow entry downstream of the dam / spillway. Prior to disposal of the dried sediments, Contractor shall provide written approval from an approved receiving facility confirming that disposal of sediments at the facility will be acceptable. **See Appendix No. 2 for sediment sampling lab results.**

The contractor is hereby notified that there will be several periods of drying and hauling required. The space allowed for drying is not large enough to stage all of the pond sediments.

1.05 Unauthorized Excavation

If any unauthorized excavation is caused by the Contractor, or wherever the excavation is carried beyond or below the lines and grades shown on the contract drawings, the Contractor shall, at his own expense, refill all such excavated space with such material and in such manner as may be directed in order to insure the stability of the various structures. Suitable excavated material shall be used to refill unauthorized excavation except within protection area of the toe of the dam. Unauthorized excavation within protection area of the upstream toe of the dam shall be refilled with suitable material as specified and in compliance with the specified gradation for "impervious fill", at the expense of the Contractor.

1.06 Protection of Existing Structures, Pipelines, Drain and Conduits and Restoration

The contractor shall carefully protect all existing structures, drains, conduits, sanitary sewer under the pond or other improvements on the site, and shall restore same to a condition equivalent to conditions existing prior to his operations.

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SECTION 02040
POND LOWERING AND MAINTENANCE OF STREAM FLOW

1.00 General

The Contractor is to furnish all labor, equipment, and materials required to comply with the intent of the Contract Drawings pertaining to care of water during construction including but not limited to lowering the pond, bypass of inputs, and maintaining the required base flow downstream of the pond, removing water from the pond throughout the project as needed for construction, protection for existing structures, and the controlled refilling of the pond.

The work shall include all necessary pond dewatering operations; protection for workers and others entering the pond; if required; furnishing, installing, maintaining and removing all necessary equipment for maintaining the required base flow; handling of stormwater runoff during construction, and all else required to complete the lowering of the pond and the maintenance of stream flow during construction. The work shall also include the controlled refilling of the pond when authorized by the Engineer.

The Contractor shall conduct his operations in a manner that will protect and will not damage the existing structures. Operations which could cause damage to the existing dam and its appurtenances will not be allowed.

The Contractor shall restore any and all damage resulting from his operations. Restoration shall be in accordance with specifications provided by the owner of the damaged structure. No additional payment shall be made for restoration.

1.01 Maintaining Base Flow

In addition to the required bypass for base flow, the Contractor shall provide additional bypass or diversion flow capacity as needed for construction. The construction site is in a flood plain and will be subject to periodic flooding. The Contractor shall assess the risk and shall provide the additional bypass or diversion capacity and protection measures as he deems appropriate for his purposes. The Contractor shall have no claim for additional payment due to flooding of the site. The Contractor shall dewater the pond as often as necessary during construction. Bypassed or diverted flows must be free of sediment caused by construction.

The Contractor shall submit a description of all proposed bypass or diversion measures, with supporting sketches and calculations, associated sediment control, screening and erosion measures, to the Engineer for review prior to the Contractor initiating pond lowering.

The Contractor shall maintain the bypass facilities providing for the base flow downstream of the dam while the pond is refilling. The written approval of the Engineer is required prior to reduction of the bypass capacity for the base flow. Following approved refilling of the pond, the Contractor shall remove all bypass measures and associated facilities, and restore all remaining disturbed areas.

1.02 Fish Salvage

If required, the Contractor shall retain a firm or individual, acceptable to the Owner, experienced in salvage of fish from ponds to undertake a fish salvage. Within 20 calendar days of receipt of the Notice to Proceed, the Contractor shall submit the name and qualifications of the proposed firm or individual for fish salvage to the Engineer for review and acceptance. At least 30 calendar days prior to the Contractor initiating pond lowering, the Contractor shall submit a schedule and description of the proposed arrangements for fish salvage, including handling, storage, transportation and introduction of the fish to the receiving water body. Following receipt of such

information, the Owner will prepare and submit an application to the New Jersey Department of Environmental Protection (NJDEP) for approval to transport and stock the salvaged fish. Fish salvage operations shall not commence until the Owner receives the required permit. The Contractor shall lower the water surface of the pond, at a maximum instantaneous rate of one foot (1') per 24 hours to the elevation suggested by the firm or individual that will undertake the fish salvage. The pond shall not be lowered below the suggested elevation until fish salvage is completed and the Engineer issues written approval to continue pond lowering. Salvaged fish shall be transported and placed at a location designated by the Engineer.

1.03 Pond Lowering

Prior to lowering the pond, the Contractor shall have the required bypass measures in place and functional.

Initial pond lowering shall be considered completed when the pond level is at an elevation necessary to complete the required construction activities, or at an elevation specified by the Engineer. Thereafter, the Contractor shall maintain the pond in a lowered condition as needed for construction.

Contractor shall assume the low-level outlet valve for Walker's Pond is NOT operational and pumping operations should be provided for pond lowering operations and maintaining the pond in a lowered condition for the duration of the work. The Contractor shall provide appropriate sediment control measures to prevent introduction of sediment downstream of the dam.

The pond lowering shall not be advanced at a rate greater than one-foot per day, and shall not be initiated within periods prohibited by the conditions of the permits and as specified above.

The Contractor shall instruct workers to remove all turtles encountered out of harms way. If the Owner considers salvaging of the turtles appropriate, the Contractor shall schedule his work and work areas accordingly in cooperation with the Owner.

1.04 Protection for Existing Structures and New Construction

The contractor shall protect the embankments, all the excavated areas and new construction from flooding and rising pond levels such that pond water and/or stormwater runoff does not overtop embankments, or impinge on the excavated areas, or compromise the stability of the dam or new construction.

Refer to Section 02020 – Site Preparation and Earthwork, Subsection 1.08 – Site Drainage, and Subsurface Dewatering Systems.

1.05 Pond Refilling

Upon completion of all work that requires the pond level to be in a lowered condition, and removal of all temporary facilities within the pond, the Contractor shall submit a written request to the Engineer for authorization to allow the pond to refill. The written request shall include a description of proposed procedures, including procedures for maintaining the required minimum base flow downstream of the dam during the refilling time period. The Contractor shall not commence refilling of the pond prior to receipt of written approval of the Engineer.

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SECTION 02050

ENVIRONMENTAL PROTECTION

PART 1: GENERAL

1.01 WORK INCLUDED

Under this section, the Contractor shall furnish all labor, materials, and equipment necessary and shall take all measures necessary to preserve and protect the site and environs from environmental impact due to construction activities at the site during all phases of the project construction. The Contractor is responsible to implement and maintain all temporary and permanent soil erosion and sedimentation control measures specified in the Contract Drawings. The implementation and maintenance will be ongoing before, during and after construction.

The required measures shall include, but are not necessarily limited to: providing erosion and sediment control methods and devices; confining the activities of his and his subcontractor's equipment and workmen to the designated site boundaries, except as may be required for site ingress and egress; taking effective measures to minimize and control noise due to construction operations; complying with all municipal, State and Federal regulations regarding open burning, air pollution control and water pollution control; disposing of all surplus, unusable and unsuitable excavated material, brush, trees, debris and rubbish to off site locations; providing sanitary facilities in sufficient numbers for all workmen and visitors to the site, including the Owner, the Engineer, their representatives and representatives of all agencies authorized to visit the site; protection of all surface and groundwaters at the site and in proximity to the site; and all else as described hereinafter and as required to fulfill the intent of this section of the specifications.

PART 2: PRODUCTS

2.01 MATERIALS - GENERAL

All materials, structures, and devices used by the Contractor shall fully comply with the applicable requirements of the standards for Soil Erosion and Sediment Control in New Jersey, and all other applicable federal, state and local requirements.

PART 3: EXECUTION

3.01 EROSION AND SEDIMENT CONTROL

At a minimum, the Contractor shall incorporate the following erosion and sedimentation control measures:

1. All erosion and sedimentation control measures shall be in place prior to any grading operations or loading of pond sediments from the pond and shall be maintained until construction is complete and the construction area is stabilized. After restoration is complete, temporary control measures shall be removed and disposed of properly.

2. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the New Jersey State Soil Conservation Committee, latest edition.
3. Disturbed areas that will be exposed in excess of 14 days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover except in areas where final restoration is expected to be completed within seven days after the completion of construction, in which case no temporary protective measures will be required. If final restoration is expected to begin more than seven days and completed more than 30 days after the start of construction, seeding shall be required for temporary protection, except where seasonal conditions are not suitable for growing vegetation. In this case, mulch may be applied until conditions are suitable for establishing vegetative cover or until final restoration is implemented.

Before commencing any construction activities, exclusive of clearing and grubbing, the Contractor shall first provide ditching, construct temporary sediment barriers and grade the construction area so as to completely prohibit any excavated or fill soils, silts and other materials resulting from construction operations from being carried off and away from the construction area thence into streams or the storm sewer systems. No other excavation work shall be permitted and no sediments shall be removed from the pond until the Contractor has completed works for controlling soil erosion and sediment control.

When ordered by the Owner or Engineer, all existing temporary work as specified in the preceding paragraph shall be removed and the site restored and brought to the specified finish conditions.

All temporary disposal sites and stockpile areas shall be so located so as to prohibit runoff of silt and soil to any watercourses or natural drainage channels.

All site clearing shall be done in such a manner to provide minimum exposure of soils wherever possible.

The Contractor shall provide mulching and shall take other protective measures as required to protect disturbed and new soils from erosion.

3.02 PROTECTION OF TREES AND VEGETATION

The Contractor shall make every effort to avoid destruction of and damage to native trees and shrubs not designated to be removed so as not to unduly disturb the ecological or environmental quality of the area.

Straggling roots shall be pruned. Trees which must be pruned shall be cut cleanly and coated with protective tree paint. If trees are damaged, the wood shall be repaired and painted.

Trees and shrubs not to be removed shall be suitably boxed or otherwise protected.

3.03 NOISE CONTROL

The Contractor shall take effective measures to minimize noise produced by all construction operations.

In order to limit noise impacts in the vicinity of sensitive receptors (adjacent residential areas), construction operations and activities shall be as permitted by municipal regulation or limited as follows. Time limits are Monday through Friday between the hours of 8:00 A.M. and

4:30 P.M. unless variances to these times are granted in times of emergency. No driving, pulling, or other operations entailing the use of vibratory hammers or compactors shall be permitted, other than between the hours of 8:30 A.M. and 4:00 P.M. The number of machines in operation at a given time shall be limited to the minimum practicable. All engine generators or pumps must have mufflers and be enclosed within a temporary structure.

3.04 AIR AND WATER POLLUTION AND SOLID WASTE CONTROL

The Contractor shall make himself aware of and shall comply with all current local, State and Federal regulations governing air and water pollution control and solid waste control, including especially, regulations prohibiting open burning of trees, logs, stumps, brush, vegetation, wood chips or construction debris. In no case shall any brush, vegetation or construction debris be buried on site. All such materials shall be removed and disposed of at off-site locations.

3.05 PROHIBITED CONSTRUCTION ACTIVITIES

The Contractor shall refrain specifically from the following construction activities, as well as others that may be elsewhere specified in this Section or other Sections of the Specifications.

1. Dumping of spoil material into any stream corridor, any wetlands, any surface waters, or at unspecified locations. Wherever in these specifications the term "stream corridor" is used, it shall mean and shall include the biophysical environment within the area carved by a natural watercourse between upland plateaus.
2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters.
3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors, or any wetlands.
4. Damaging vegetation adjacent to or outside of the site boundaries.
5. Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations.
6. Permanent or unspecified alteration of the flow line of the stream.
7. Open burning of project construction or other debris.
8. Washing and clean up of trucks and other construction vehicles in any streams, surface waters or wetlands.
9. Use of chemicals for dust control.
10. Use of asphaltic mulch binder.

3.06 SITE RESTORATION

Final restoration shall be undertaken as soon as areas are no longer needed for construction, stockpile, or access. Stone, liner material, and filter fabric shall be removed from the site. Topsoil shall be imported in areas that were undercut for the removal of stone. Care shall be taken to avoid damage to adjacent vegetation and to prevent formation of depressions that would serve as mosquito breeding areas. All installed hay bales and other soil erosion and sediment control materials and structures shall be removed. Areas to receive permanent

stabilization shall be graded and/or prepared as shown on the Contract Drawings. Unconstructed areas of the site shall be restored to their original or proposed landscaped condition.

Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded or removed in accordance with N.J.A.C. 7:22-10.11(L)3. Excavated materials unsuitable for backfill as set forth at N.J.A.C. 7:14-2.13 and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by the department.

Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, pre-disturbance grade and depth of topsoil.

Rates and types of fertilization, liming, and seeding shall be as recommended by the local Soil Conservation District based on soil tests and local conditions. Seed mixtures shall be selected that are best suited for the particular site conditions. Seed selection shall provide for a quickly germinating initial growth, to prevent erosion, and for a secondary growth that will survive without continuing maintenance. Mulching and matting shall occur immediately after seeding, and in no case shall more than five days elapse between seeding and mulching/matting.

In landscaped areas, environmental features shall be replaced or restored to pre-disturbance condition or better. This includes sodding, replacement of trees and shrubs, fences, drives, and other landscape features in kind.

END OF SECTION 02050

SECTION 02240

DEWATERING

PART 1: GENERAL

1.01 WORK INCLUDED

The dewatering of all areas where work must be performed under this Contract is the responsibility of the Contractor and no additional sum will be allowed for any dewatering operation, overtime, equipment rental or any other expense incurred due to the occurrence of ground water, surface water or water from structures and piping in the vicinity of the Contractor's operations.

1.02 RELATED WORK

Section 02050 - Environmental Protection
Section 02020 - Site Preparation and Earthwork

PART 2: PRODUCTS

2.01 MATERIALS AND EQUIPMENT

The Contractor shall furnish all materials and equipment necessary to carry out all dewatering required during construction.

PART 3: EXECUTION

At all times, the Contractor is to maintain and operate proper and adequate surface and subsurface dewatering in order to keep the construction site dry and in such condition that construction work associated with the project may proceed unhindered by saturation of the area.

The Contractor is to prevent surface water and subsurface or groundwater from flooding or spilling into excavations, and from flooding the project site or surrounding area. The Contractor is to remove all water in order to prevent softening of structure or pipe foundation bottoms, undercutting footings, and soil consistency changes detrimental to the stability of subgrades and foundations. The Contractor is further to provide and maintain pumps, well points, sumps, suction and discharge lines, or other dewatering system components necessary to convey all water away from excavations. The Contractor is to obtain, at his own cost, any permits required for construction dewatering.

When dewatering will occur in the vicinity of structures or potable wells, the Contractor shall monitor for adverse effects to structures or wells due to dewatering and shall be responsible to remedy same to the satisfaction of the State. Discharges from dewatering activities which contain silt or hydrogen sulfide are subject to the following controls:

1. All discharges from dewatering activities to surface waters, wetlands or storm sewers shall be free of sediments. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and use as specified, where necessary, to protect vegetation and to achieve environmental objectives.

2. Storm Sewer inlets within construction areas shall be provided with perimeter hay bales or other appropriate siltation control measures.

END OF SECTION 02240

SECTION 02350

SLOPE PROTECTION AND EROSION CONTROL

PART 1: GENERAL

1.01 WORK INCLUDED

The Contractor shall provide all labor, material and equipment necessary for installing necessary slope protection and erosion control measures as shown on the Contract Drawings and specified herein.

1.02 RELATED WORK

Section 02050 - Environmental Protection
Section 02020 – Site Preparation and Earthwork

1.03 SUBMITTALS

Contractor shall submit samples and shop drawings of the material used in erosion control.

PART 2: PRODUCTS

2.01 MATERIALS

A. Riprap

2 ½" irregular shaped riprap shall consist of sound, durable, non-soluble rock approved by the Engineer. The rock shall be angular shaped, be reasonably well-graded, and have d₅₀ size as indicated on Contract Drawings.

The Contractor shall notify the Engineer of the source of riprap stone at least seven (7) calendar days in advance of delivery to the site. The Engineer shall approve the source of the stone and reserves the right to order discontinuation of a source if conformance to the Specification is not maintained.

B. Filter Fabric

The filter fabric used under the riprap to prevent erosion of embankments shall be a woven drainage fabric which allows water to pass through the fabric. The filter fabric shall be Mirafi 700X as manufactured by Mirafi Construction Products.

PART 3: EXECUTION

3.01 Hand Placed RIPRAP

The Contractor shall install a filter fabric on the areas to be lined with riprap unless otherwise noted on the Contract Drawings. When placing fabric, toe the fabric at the top and bottom of the embankment. Stone for riprap shall be dumped and spread on the filter fabric in such a manner as to produce a reasonably well graded mass of rock with the minimum practicable percentage of voids, and shall be constructed to the lines and grades shown on the drawings or as directed by the Engineer. Riprap shall be placed to its full course thickness in one operation in such a manner as to avoid damaging the underlying filter fabric. The finished riprap shall be free from objectionable pockets of small stones and clusters of large stones. Hand placing to a limited extent may be required to secure the results specified above. Special care shall be taken in the areas immediately adjacent to pipes to ensure that the mass of rock is firmly set in place and sufficiently keyed to resist uplift and displacement by flowing water.

The contractor shall provide EPDM liner in dewatering area and filter fabric in accordance with details shown on the contract drawings prior to installation of riprap.

3.02 TEMPORARY SLOPE EROSION

To prevent erosion immediately following seeding of side slopes of earthen berms, slopes greater than 5:1 and adjacent to wetlands, the use of a biodegradable stabilization mat shall be employed.

Place mat following application of topsoil and seeding as detailed on the Contract Drawings to prevent erosion immediately following seeding and prior to the growth of light vegetation.

END OF SECTION 02350

SECTION 02920
LAWNS AND GRASSES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. The following Standard Specifications and Codes shall be considered a part of this specification where such specifications are applicable, and shall include all current changes and revisions:
 - 1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, current edition.
 - 2. American Society for Testing and Materials.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Seeding.
 - 2. Lawn renovation.
 - 3. Replanting unsatisfactory or damaged lawns.
- B. Related Sections include the following:
 - 1. Section 02020, "Site Preparation and Earthwork" for excavation, filling and backfilling, and rough grading.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each

species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

- C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.
- D. Qualification Data: For landscape Installer.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed. (Example: Rutgers Cooperative Extension – Rutgers Soils Testing Laboratory, phone number (732) 932-9295.)
- C. Imported soil materials analysis and certification: **Imported soil materials supplier is to provide written certification that soil or soil materials are “clean” with respect to the NJDEP Residential Direct Contact Soil Cleanup Criteria in effect at the time the soil is delivered to the site. Certification is to be provided before the materials are delivered to the site.**
- D. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 - 1. Report suitability of topsoil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.7 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods or during other periods with approval from the project Landscape Architect. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: March 1st thru June 15th.
 2. Fall Planting: August 15th thru October 15th.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 LAWN MAINTENANCE

- A. Contractor responsible for maintenance of all lawn areas within contract limits for the duration of the contract.
1. Contractor to provide lawn mowing services so as to maintain the existing turf to remain.
 2. Contractor to mow lawn areas weekly.
- B. Begin maintenance of new lawn areas immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
1. Hydroseeded Lawns: Sixty (60) days from date of Substantial Completion.
 - a. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established, continue maintenance during next planting season.
- C. Maintain and establish lawn areas within the limits of work by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn.
1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required preventing displacement.
 2. Contractor is responsible for the maintenance of existing lawn areas (weekly or bi-weekly mowing to maintain a maximum leaf blade height of 3" and leaf removal) within the Limits of Work Areas for the duration of the project.
- D. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches.
1. Layout temporary lawn-watering system and arrange watering schedule to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly seeded, plugged, or sprigged areas.
 2. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 3. Water lawn at a minimum rate of 1 inch per week when natural rainfall is not adequate to maintain or promote the establishment of a health, dense, vigorous stand of grass.
- E. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow grass 1-1/2 to 2 inches high.
- F. Lawn Post Fertilization: Apply fertilizer after initial mowing and when grass is dry.
1. Apply at rates and composition as per Soils Testing Laboratory's written directions.

PART 2 PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species, as follows:
1. Turf Mixtures:
 - a 40 percent and 3 Tall Fescue.
 - b 40 percent Pixie Tall Fescue.
 - c 10 percent Advent Perennial Ryegrass.
 - d 10 percent Kelly Kentucky Bluegrass.

2.2 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of Six (6%) percent organic material content; free of stones 1/2 inch or larger in any dimension and other extraneous materials harmful to plant growth. Contractor to provide on-site screening facility capable of screening soil of materials larger than 1/2 inch.
1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Amend as per Soil Testing Laboratory's written recommendations. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.
 2. Topsoil Source: Import topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.
 3. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a Surface soil may be supplemented with imported or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs or marshes.

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: Class O, with a minimum 95 percent passing through No. 8 sieve and a minimum 55 percent passing through No. 60 sieve.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials. NJDOT Fine Aggregate.

2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.4 to 4.8.
- C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.5 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application. Herbicides to be applied by New Jersey State Licensed Applicator. Contractor to submit applicators license and qualifications prior to commencement of work.

2.6 FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of four (4%) percent nitrogen and twenty (20%) percent phosphoric acid.

- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.7 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of fifteen (15%) percent ($\pm 5\%$) and a pH range of 4.5 to 6.5, dark green dye, polymer tackifier.
 - 1. Fiber Mulch with tacking agent shall be: Terra-Mulch Wood Cellulose with Tack 3, as manufactured by The Spittle Co., P.O. Box 698, Cornelius, North Carolina 28031, (800) 726-6414, or approved equal.
- C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors, with dye, spray-applied tacking emulsion for straw and hay mulch binding.
 - 1. Tacking emulsion to be Terra-Mulch Tacking Agent III, as manufactured by the Spittle Co., P.O. Box 698, Cornelius, North Carolina 28031, (800) 726-6414, or approved equal.

2.8 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Erosion-Control Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding overspray.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 STRIPPING AND REUSING EXISTING TOPSOIL

- A. The Contractor shall strip the existing layer of topsoil from the site prior to commencing earthwork operations. The contractor is responsible for confirming the depth of the existing topsoil layer prior to beginning stripping operations and assuring that no mixing of the topsoil and subsoil occurs.
- B. The stripped topsoil material shall be screened through use of a vibratory screen, mesh size no greater than one (1") inch, to remove oversized rocks and grass clumps, etc. The material rejected by the screen shall be used in the construction of embankments or taken off-site and shall be properly disposed at no additional cost to the Owner.
- C. The screened topsoil will be placed, upon completion of final grading of the subbase, at a minimum depth of 6" compacted or lightly rolled. The topsoil shall be hand raked to remove clumps, roots, branches and stones. See below for lawn preparation requirements.
- D. No mixing of the fill material with topsoil will be allowed during site stripping operations. **The Contractor is warned that if mixing occurs during the stripping operation, the topsoil will be rejected and must be disposed of and replaced by the contractor at no additional cost to the owner.**

3.4 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer directly to subgrade before loosening at rates recommended by soil testing agency.
 2. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil mix.
- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least of 4 inches (100 mm). Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 2 inches (50 mm) of soil. Till soil to a homogeneous mixture of fine texture.
 - a Apply fertilizer directly to surface soil before loosening at rates recommended by soil testing agency.
 3. Remove stones larger than 1 inch in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 1. Do not use wet seed or seed that is moldy or otherwise damaged.
- B. Sow seed at the rate of 8 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:6 with erosion-control fiber mesh and 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.

- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
1. Bond straw mulch by spraying with asphalt emulsion at the rate of 10 to 13 gal./1000 sq. ft.. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
 - a Bond straw mulch by spraying with non-asphalt mulch tackifier at the rate of 30 lbs./acre. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
 - b Tackifier shall be **MULCHTACK41™** MULTI-PURPOSE TACKIFIER / BINDER as manufactured by GEOchem, Incorporated or approved equal.

3.6 HYDROSEEDING

- A. Hydroseeding: Mix specified seed (at rates for seeding new lawns), fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
1. Mix slurry with nonasphaltic tackifier.
 2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply mulch at a minimum rate of **1500-lb/acre** dry weight but not less than the rate required to obtain specified seed-sowing rate.
 3. Applicator is to spray hydroseed slurry from two (2) or more directions (whenever possible) to avoid "shadowing effect" and assure coverage of at least 95% of the soil.
 4. Protect hydroseeded areas with slopes exceeding 1:6 with erosion-control fiber mesh and 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.
 5. Protect hydroseeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over hydroseeded areas. Spread by hand, blower, or other suitable equipment.
 - a Bond straw mulch by spraying with non-asphalt mulch tackifier at the rate of 30 lbs./acre. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
 - b Tackifier shall be **MULCHTACK41™** MULTI-PURPOSE TACKIFIER / BINDER as manufactured by GEOchem, Incorporated or approved equal.

3.7 LAWN RENOVATION

- A. Renovate existing lawn damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

- B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury in soil.
- C. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.
- D. Mow, de-thatch, core aerate, and rake existing lawn.
- E. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- F. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- G. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- H. Apply soil amendments and initial fertilizers required for establishing new lawns and mix thoroughly into top 4 inches of existing soil. Provide new planting soil to fill low spots and meet finish grades.
- I. Apply seed and protect with straw mulch as required for new lawns.
- J. Water newly planted areas and keep moist until new lawn is established.

3.8 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 3 by 3 inches.
- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash and debris, and legally dispose of it off the owner's property.

END OF SECTION 02920

Appendix No. 1:

Walker's Pond DEP Permit Approvals

To Be Provided

Note: Pond Cleaning Permit currently being reviewed by NJDEP, permit approval to be provided as addendum prior to receiving bids.

Appendix No. 2:

Sediment Sample Lab Results



ENVIRONMENTAL PROBING INVESTIGATIONS, INC.

833 MONMOUTH ROAD
CREAM RIDGE, NJ 08514
609.758.9000



SUBSURFACE SURVEY REPORT

DATE	August 9, 2018	CLIENT	Mott MacDonald
WEATHER	Sunny, 80s	PROJECT NAME	Walker's Pond Project SRP ID #493608
EPI Geophysicist	Paul McLeod	PROJECT ADDRESS	400 Mountain Ave. North Caldwell, NJ

EQUIPMENT USED

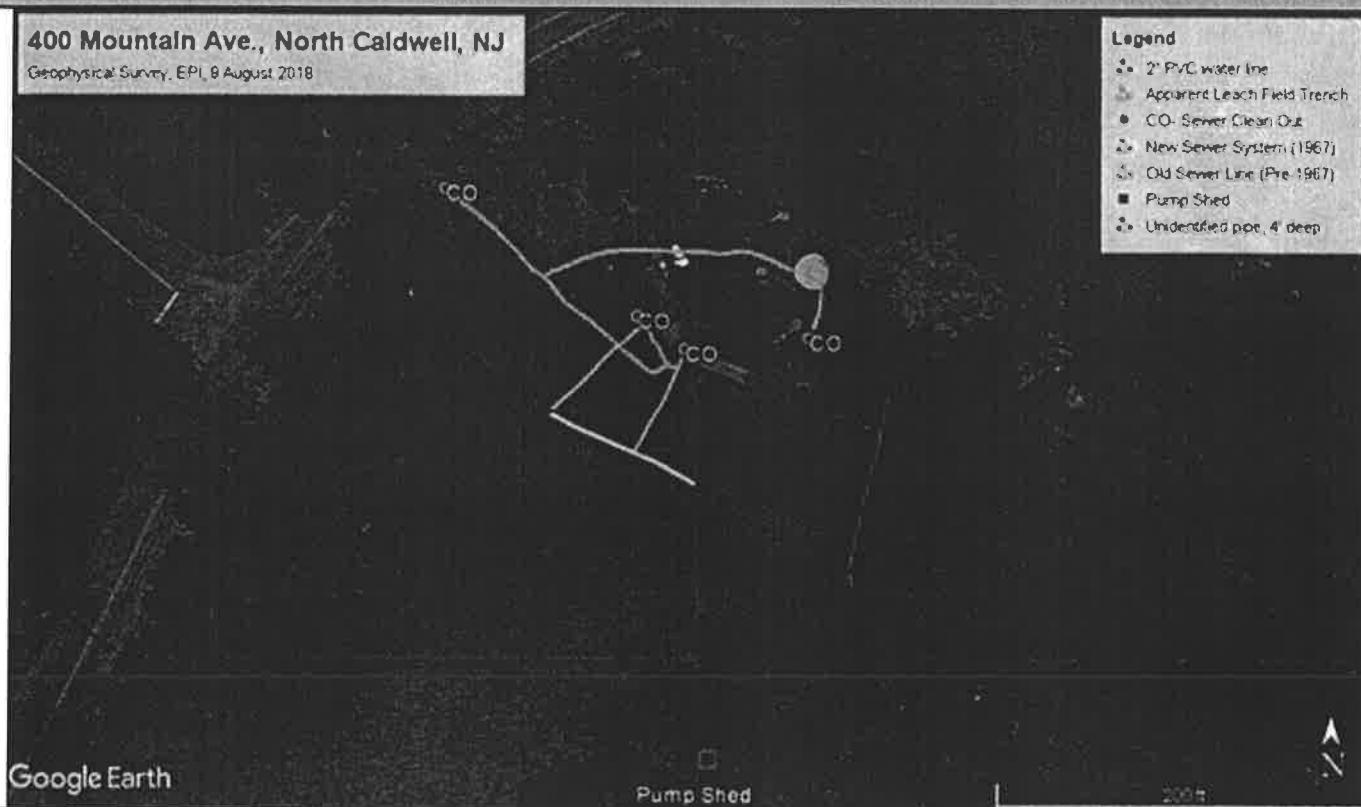
GPR: GSSI SIR-3000 RADAR SYSTEM- 400 MHz antenna	X
RADIO FREQUENCY (RF) LINE TRACING: VIVAX/METROTECH – vLOCPro2	X
TRIMBLE Geo7X GPS	X

400 Mountain Ave., North Caldwell, NJ

Geophysical Survey, EPI, 9 August 2018

Legend

- 2" PVC water line
- Apparent Leach Field Trench
- CO- Sewer Clean Out
- New Sewer System (1967)
- Old Sewer Line (Pre 1967)
- Pump Shed
- Undersized pipe, 4" deep



PROJECT SCOPE

Environmental Probing Investigations, Inc. (EPI) was contracted by Mott MacDonald to investigate the historic sewerage/septic system for the vacant house at 400 Mountain Avenue.

ENVIRONMENTAL PROBING INVESTIGATIONS, INC.

833 MONMOUTH ROAD
CREAM RIDGE, NJ 08514
609.758.9000

Visual Site Inspection

The one-story Walker residence at 400 Mountain Ave. dates to the late 1940s. It currently sits vacant, but in recent years it has been served by buried electric, gas, water, and sewer utilities. The front of the house faces northeast, and the driveway bounds the house on its northeast side. The rear of the house faces southwest and looks out over an expansive lawn which descends to a wetland and to Walker's Pond. There are several out-buildings on the property including a pump shed south of the property which sits adjacent to a pond. 2" PVC pipe leads from the pond to a pump at the pump shed suggesting that the pond is the water source. From the pump shed, that PVC pipe trends northeast, buried at a shallow depth in some areas and lying on the surface in other areas.

The electric, gas, and water utilities have all been marked-out by NJ One Call, but those utilities are not part of this investigation. NJ One Call did not mark-out the sewer system. There are three separate sewer clean-outs, all adjacent to the house, as well as a clean-out sitting on Mountain Ave. which appears to be the connection to the municipal sewer system. Of the three sewer clean-outs on the house, two are associated with bathrooms, and one is associated with the kitchen.

Geophysical Survey Results

The GPR survey made use of a GSSI SIR-3000 together with a 400 MHz antenna mounted on a cart. The method involves the transmission of microwave-like signals directly down into the ground and the reception of those same signals as they reflect back up to the receiver. The method works best in dry, sandy, resistive soils with an approximate depth of penetration of around 8'. In damp, clayey, conductive soils the depth of penetration may be as little as 2-3'. The soils at this particular project site allowed a signal penetration down to a depth of around 4-5'. Survey lines were run in at least two perpendicular directions at a line spacing of around 4-5'.

Line Tracing was undertaken with a Vivax-Metrotech system, specifically the Loc-10Tx (10 Watt) transmitter and a VLocPro2 receiver. The system works on at least two modes including a passive mode where the receiver detects any lines carrying current as well as an induction/conduction mode. In the induction/conduction mode, a specific radio frequency is transmitted into a cable or pipe (either through direct connection or through inductive coupling) and that same frequency is then detected with the receiver to trace the location of the buried pipe or cable.

Frank Zichelli, North Caldwell Director of Public Works, reports that the residence was connected to the municipal sewer system in 1967, and he says that nobody has any idea how the residence dealt with sewerage before that time. Using both GPR and line tracing, I mapped the path of that 1967 sewer system from the three clean-outs adjacent the house to the clean-out on Mountain Ave. The clean-out on the front of the house is connected to a sewer line in the front yard of the house, while the two clean-outs at the rear of the house are connected to a sewer line in the back yard of the house. The two lines merge beneath the driveway. GPR shows that this sewer line sits at a depth of 3-4'.

GPR and line tracing were employed to try to locate a septic system that pre-dated the 1967 system. Two small-diameter metal pipes were located trending south from the house on its southwest side at a depth of around 1-2'. These two pipes are associated with a bathroom and the kitchen, just like the clean-outs (it is not clear if the clean-outs were installed in 1967, or if they date back to the original construction). The two pipes lead down the slope behind the house to a break in slope that parallels the rear of the house. At that break in slope, the GPR picked up what appears to be a leach-field trench approximately 80' long and 3' wide. I cannot see any evidence of a pipe inside of the trench, but that doesn't mean there isn't a pipe there. PVC was not in common use during the late 1940s, and Frank Zachelli suggests that septic laterals, if they exist, would probably have been Orangeburg pipe. GPR has difficulty detecting Orangeburg owing to its conductivity being similar to that of the surrounding soil. No similar trenches or laterals were located anywhere near the one main trench.

I also tried to locate any possible concrete septic tanks along the route to the leach-field trench. There are several round depressions in the back yard, but no concrete tanks were found. Concrete tanks lacking rebar can be difficult to locate with GPR owing to the similar conductive properties of the surrounding soil.

Additionally, I GPR scanned the front of the house looking for a similar septic system associated with the bathrooms on the east end of the house, but no system was discovered.

Finally, I discovered a pipe at a depth of 4-5' leading from the east end of the house down the hill in a south-southwest direction. The pipe appears to be metal. When the area became too swampy, I lost the ability to continue tracing the pipe, therefore it is unknown whether the metal pipe connects with the PVC pipe from the pump shed. This may have been part of a system to convey pond water up to the house for irrigation. Its also possible that the PVC pipe is a newer irrigation system which replaced the metal pipe irrigation system.

Upon completion of the geophysics fieldwork, all of the results were surveyed using a Trimble Geo7X. The uncorrected location data from this instrument has an accuracy of approximately 2', but correction with Pathfinder software increases the accuracy to approximately 1'.

Limitations

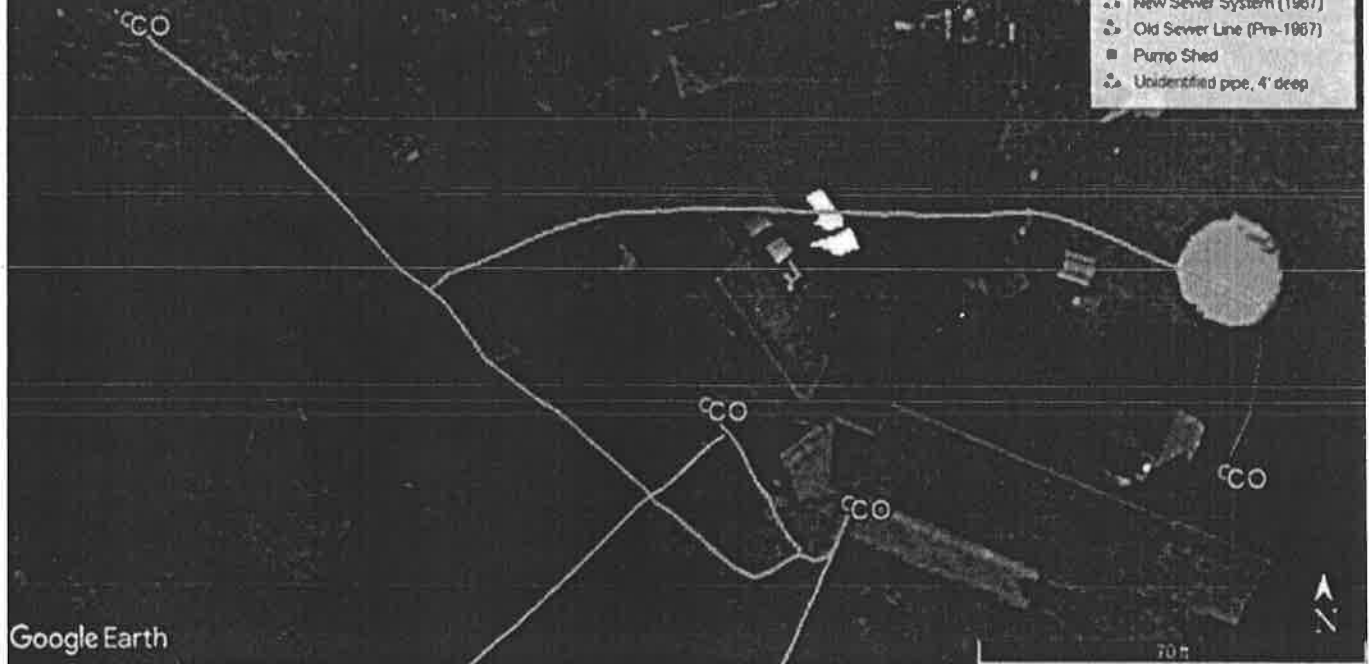
EPI completes non-intrusive geophysical surveys using equipment and techniques consistent with the standards of the subsurface utility mapping industry. However, there can be no guarantee that every target will be detected at a particular site. Sub-surface conditions may prevent some or all geophysical methods from detecting a particular target. Targets that are non-metallic or deep, as well as areas that are paved or covered with re-enforced concrete may difficult to locate.

Every reasonable effort was made to locate all systems of interest whether indicated on records available to us or not, but EPI does not guarantee that all existing utility systems can or will be detected. The results of this investigation should only be used as a tool and should not be considered a guarantee regarding the presence or absence of USTs or piping.

w PHOTO 1

400 Mountain Ave., North Caldwell, NJ
Geophysical Survey, EPI, 8 August 2018

- Legend**
- 2" PVC water line
 - Apparent Leach Field Trench
 - CO- Sewer Clean Out
 - New Sewer System (1987)
 - Old Sewer Line (Pre-1987)
 - Pump Shed
 - Unidentified pipe, 4" deep



Airborne photo of the current sanitary sewer system. A clean-out near the east end of the house is drained by a sewer line in front of the house, while two clean-outs near the west end are drained by a sewer line behind the house. The two lines merge beneath the driveway before reaching the main sewer line on Mountain Ave.

PHOTO 2



Sewer clean-out located on the front of the house is associated with the bathrooms on the east end of the house.

PHOTO 3



West facing photo shows the sewer line crossing the front lawn.

PHOTO 4



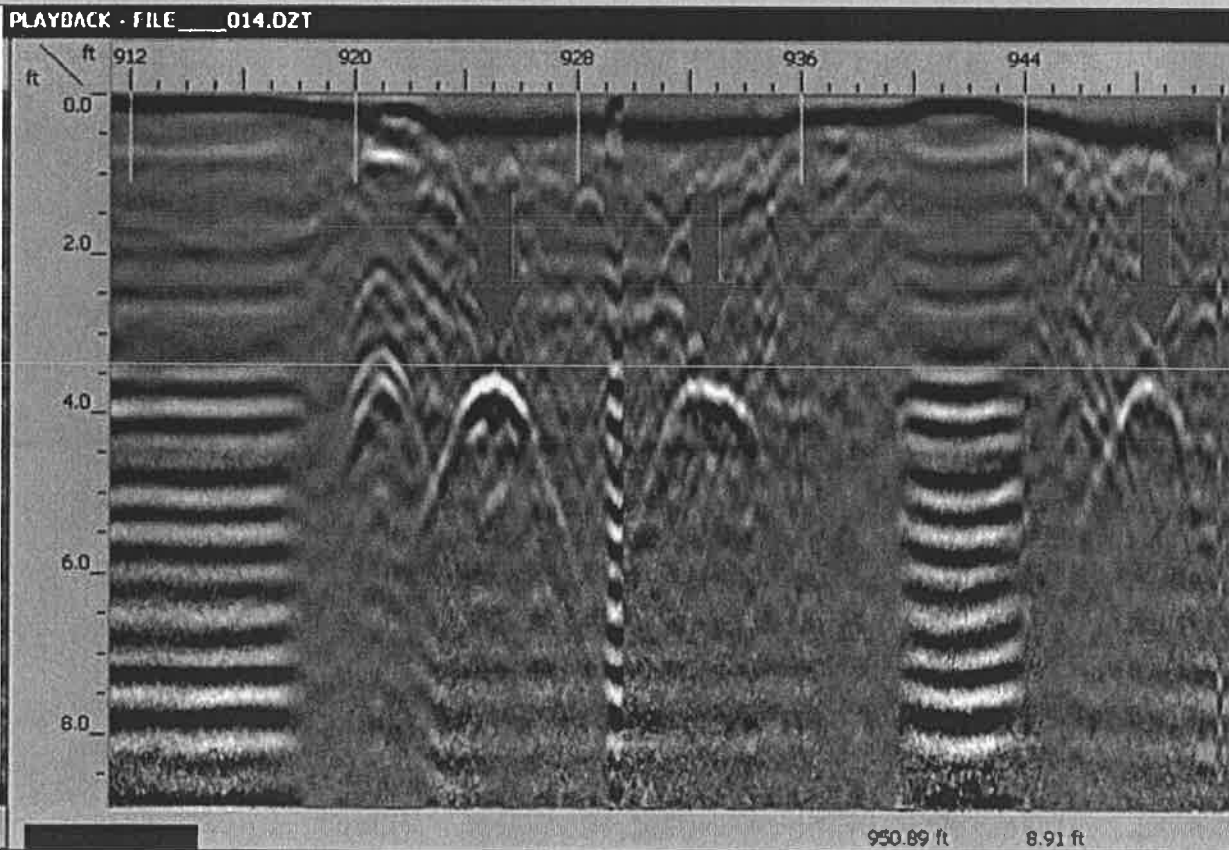
South facing photo shows the sewer line crossing the driveway in front of the house. A cut-out is visible in the asphalt.

PHOTO 5



West facing photo shows the sewer line trending down the driveway.

PHOTO 6



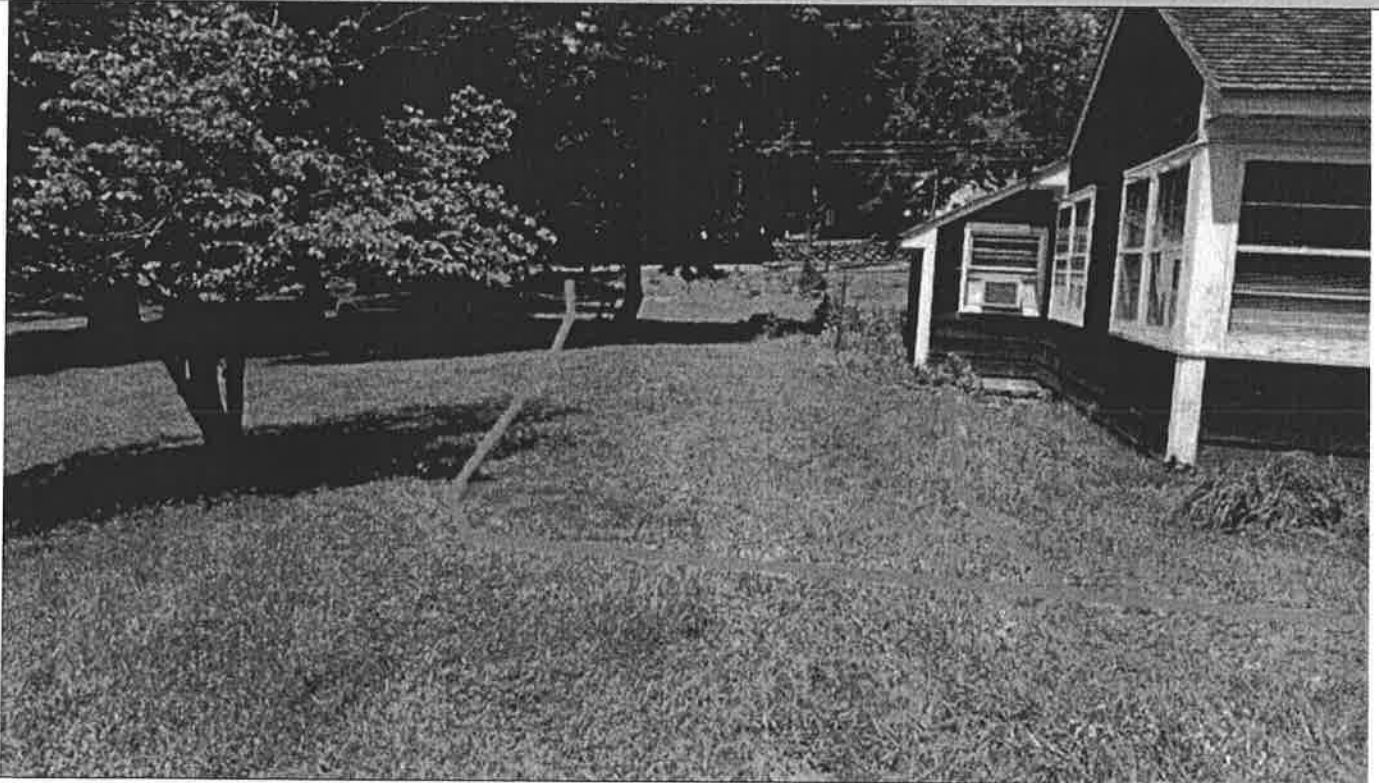
Several GPR transects across the sewer line show that it sits at a depth of 3-4'.

PHOTO 7



This sewer clean-out is located on the south side of the house and is associated with an adjacent bathroom. In this photo, an inductive coupler is shown around the metal pipe allowing a radio signal to be transmitted in the line.

PHOTO 8



West facing photo shows the sewer line at the rear of the house as it trends toward the main sewer line on Mountain Ave.

PHOTO 9

400 Mountain Ave., North Caldwell, NJ
Geophysical Survey, EPI, 9 August 2018

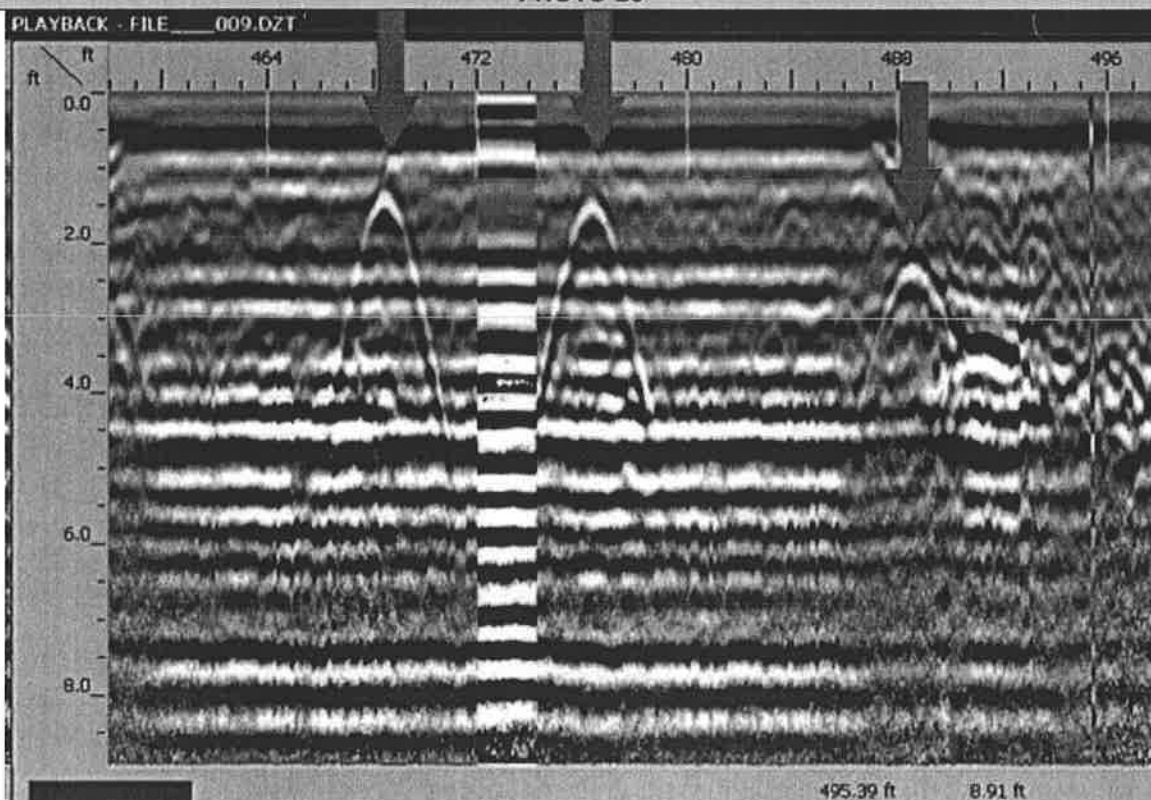
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 - Pump Shed
 - Unidentified pipe, 4" deep

Google Earth

50 ft

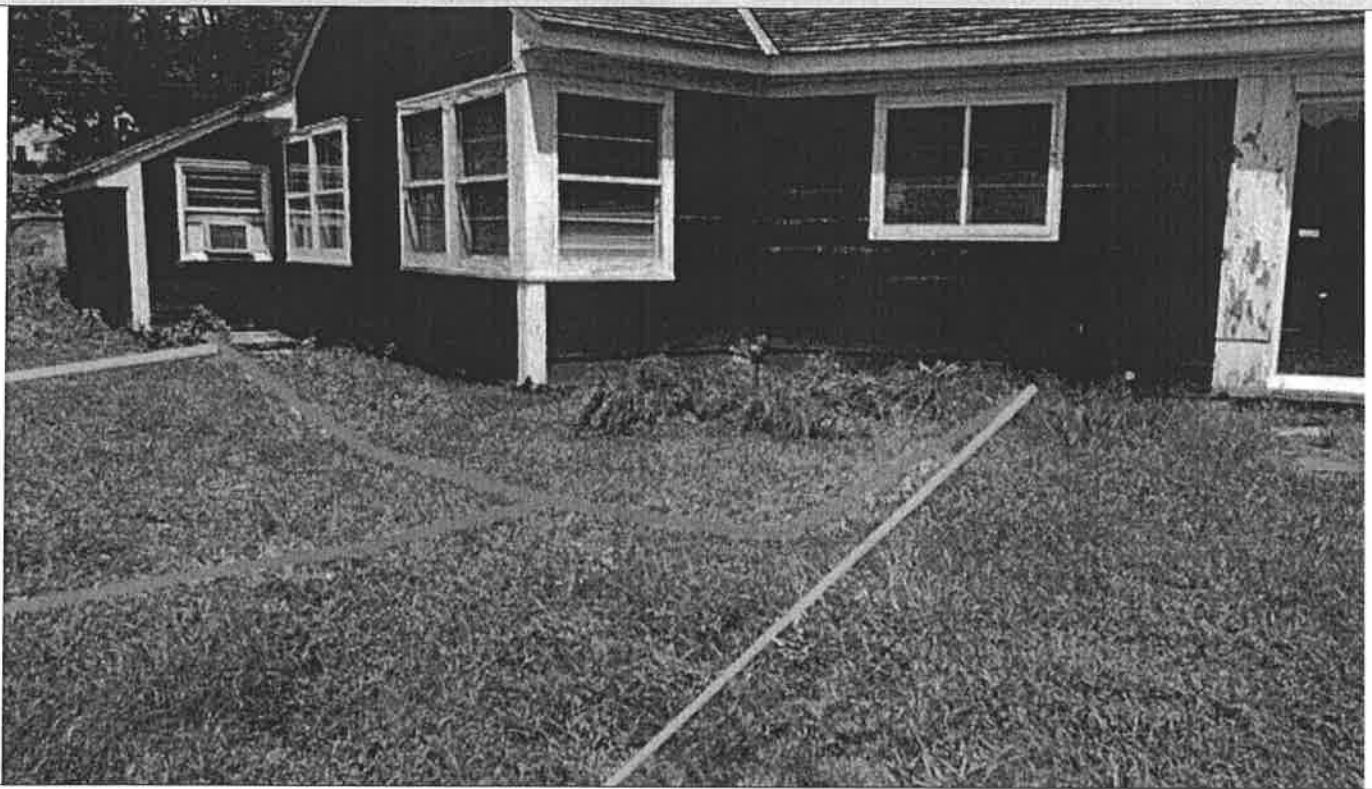
Airborne photo of the possible configuration of the pre-1967 septic system. The pink lines are small diameter pipes leading from the rear of the house to a possible leach-field trench (light blue).

PHOTO 10



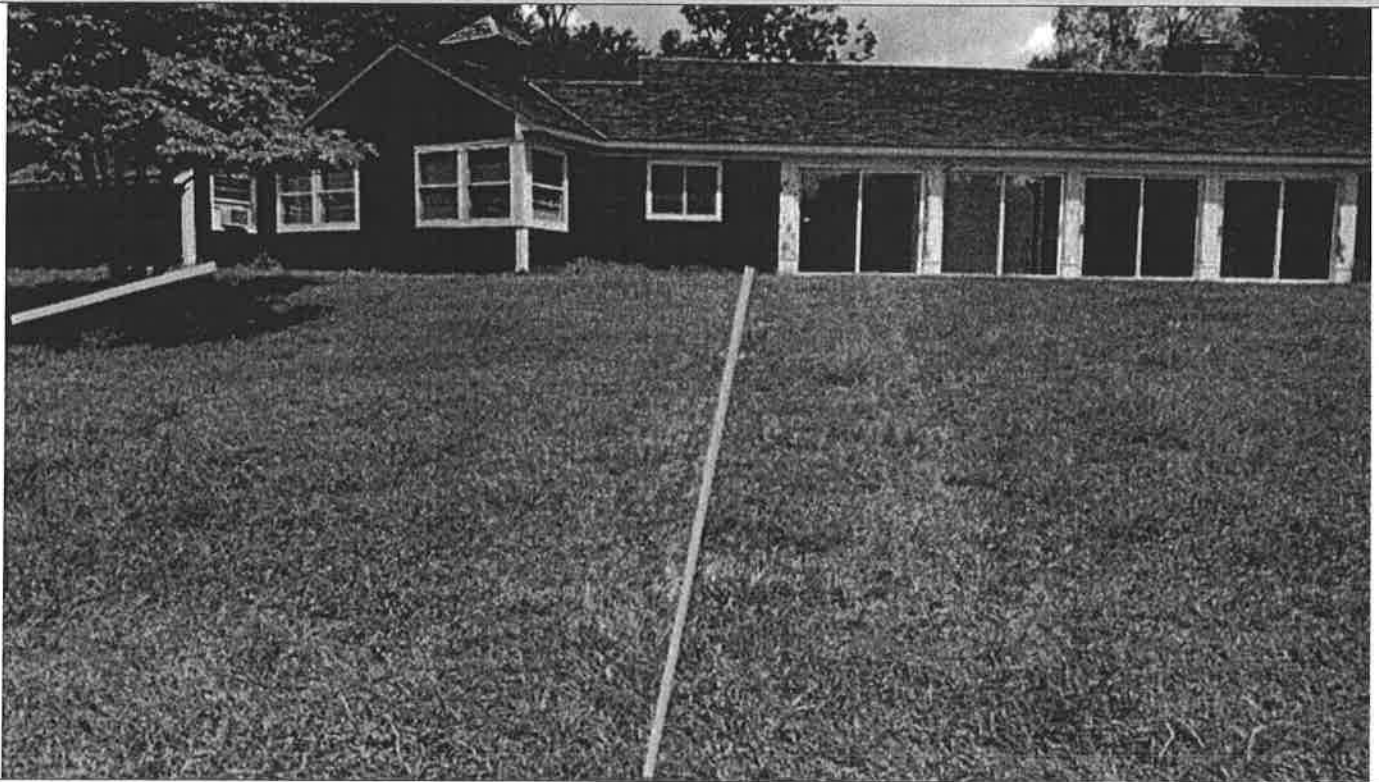
GPR transects show that the pipes conveying waste from the house to the leach-field trench sit at a depth of 1-2', and they appear to be metal.

PHOTO 11



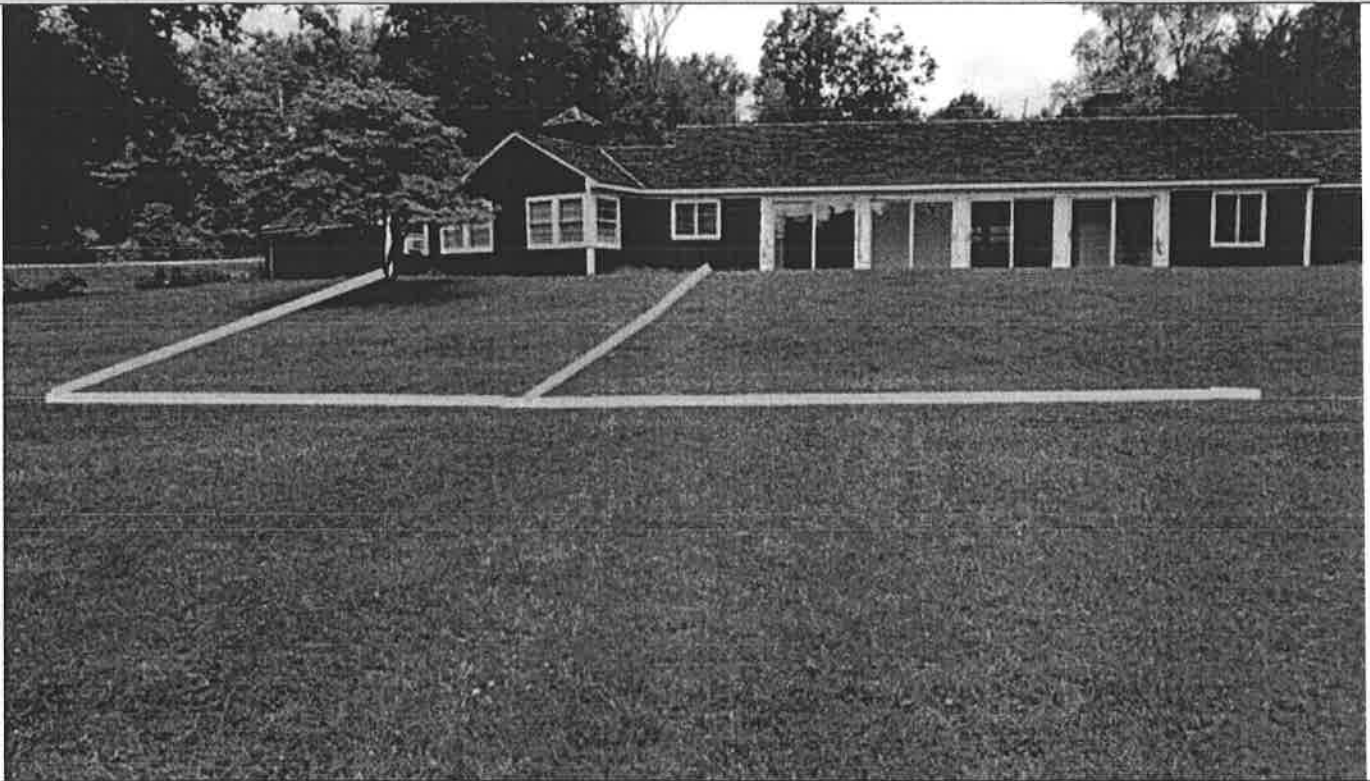
West facing photo shows the relationship between the post-1967 sanitary sewer system (in green) and the apparent pre-1967 sewer system (pinkish color).

PHOTO 12



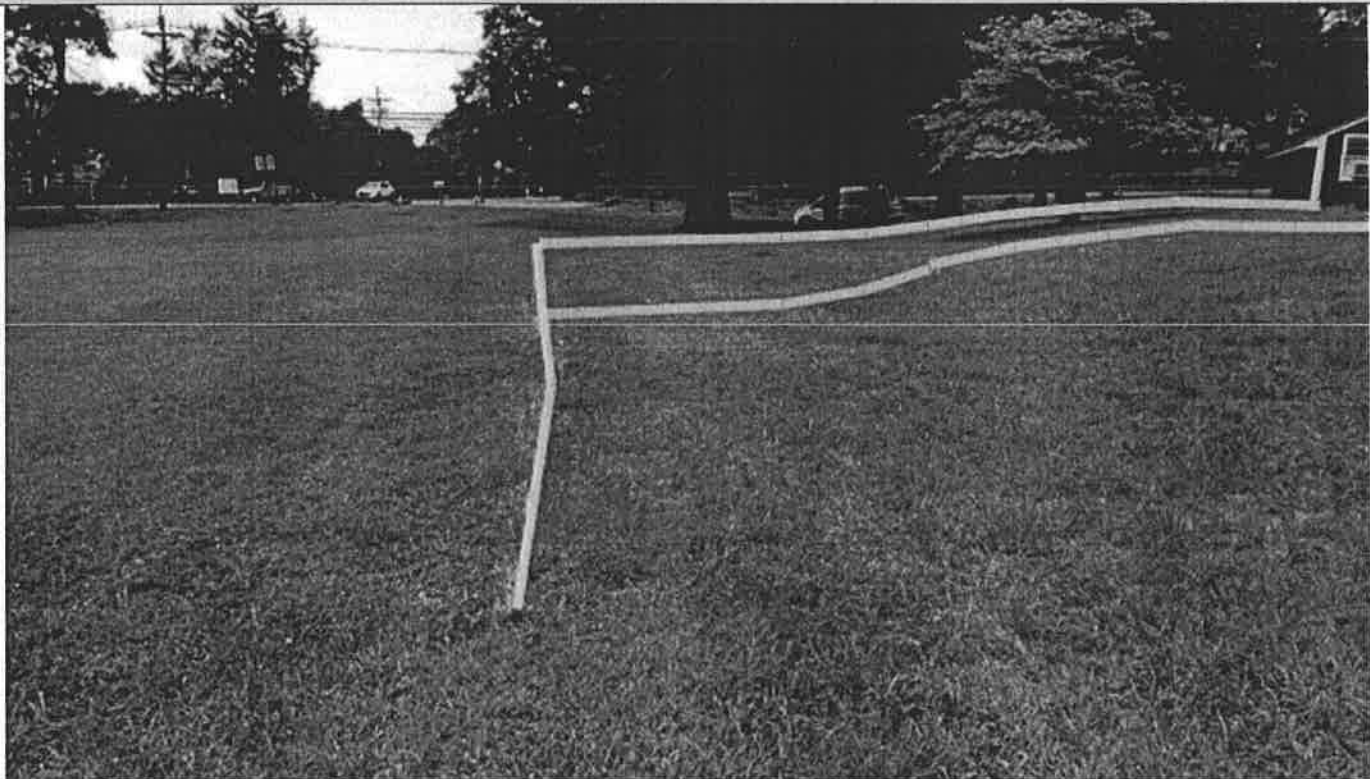
North facing photo of the sewer lines conveying waste from the south side of the house to the leach-field trench.

PHOTO 13



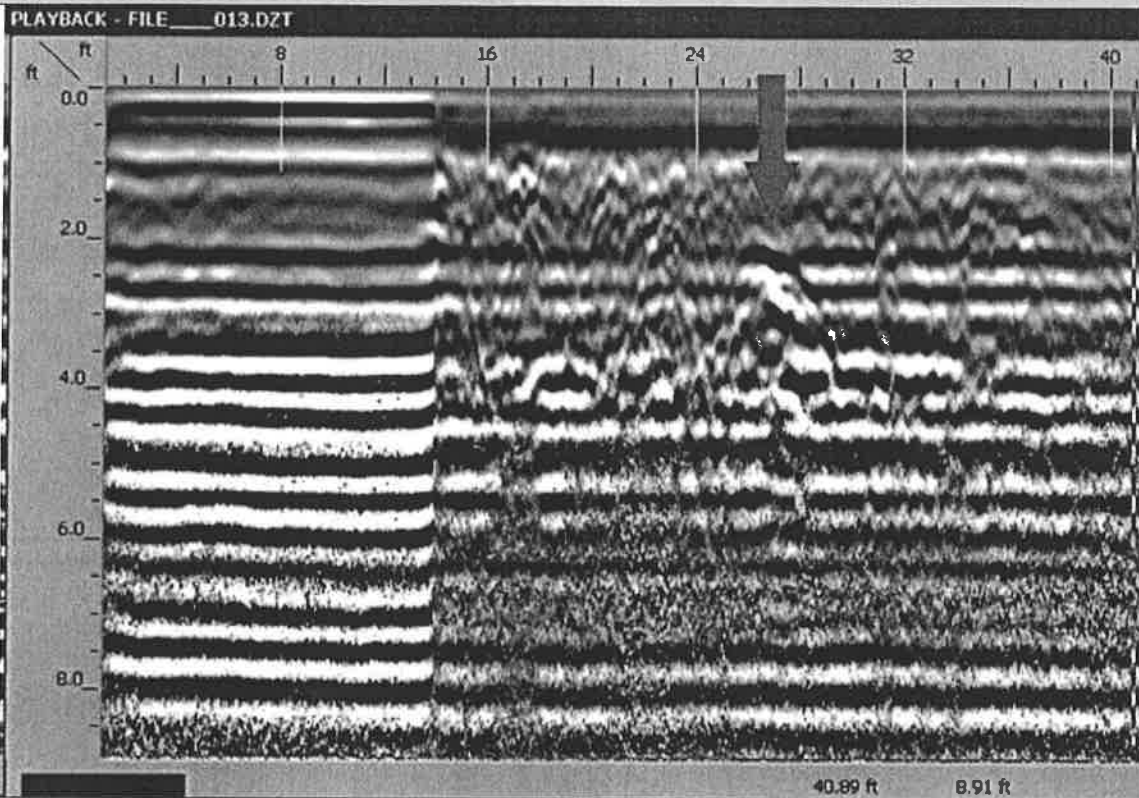
North facing view of the south side of the house with the two lines conveying waste away from the house (pinkish lines) to the leach-field trench (light blue line).

PHOTO 14



West facing view of the two lines conveying waste away from the house (pinkish lines) to the leach-field trench (light blue line).

PHOTO 15



GPR transect across the apparent leach-field trench shows that it is around 3' wide with its top around 2' below surface. There does not appear to be a pipe within the trench.

PHOTO 16



Airborne photo of the metal pipe trending south-southwest from the east end of the house (purple line). The blue line is the PVC pipe trending northeast from the pump shed. Where the two lines approach each other, the ground becomes very swampy and the GPR data become inconclusive.

PHOTO 17



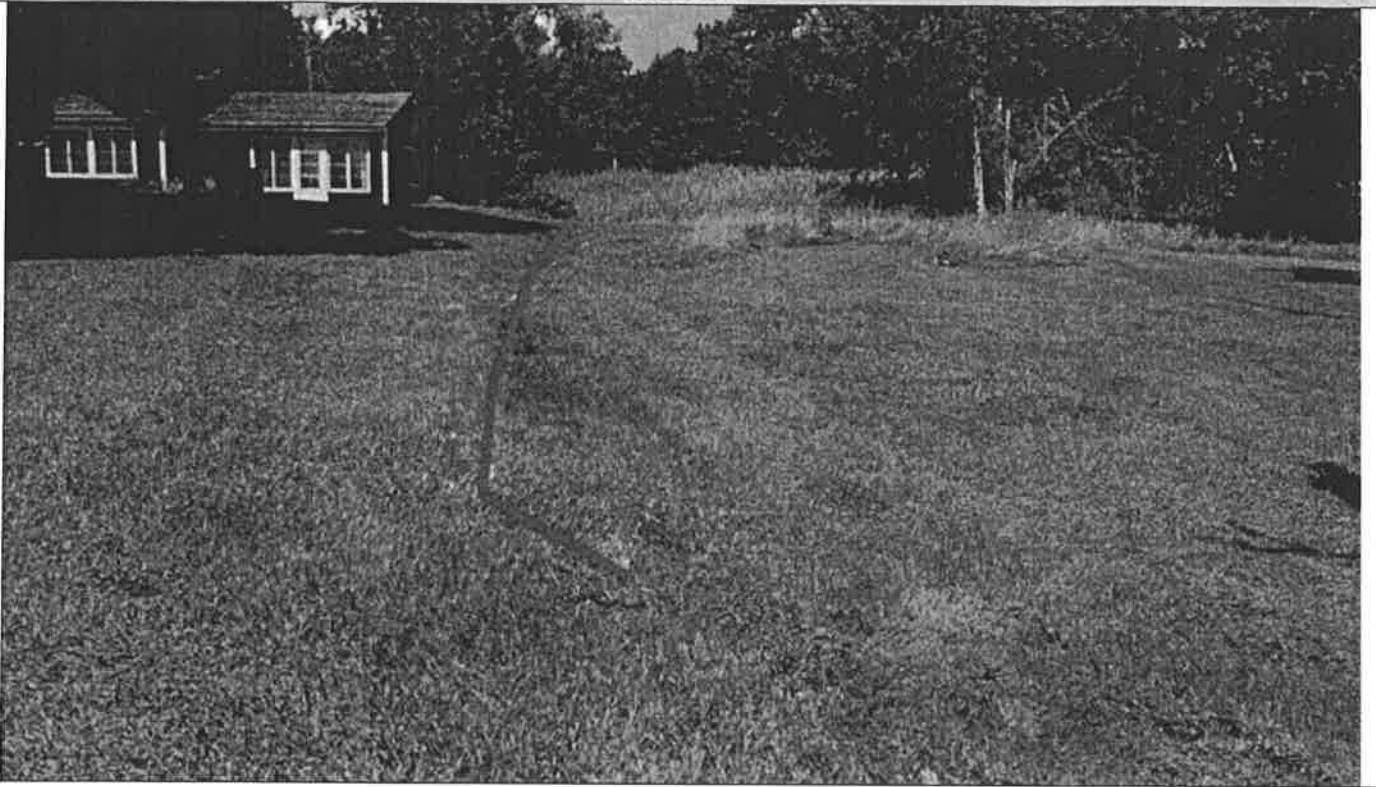
Northeast facing view of the pump shed showing the path of the PVC pipe to the northeast.

PHOTO 18



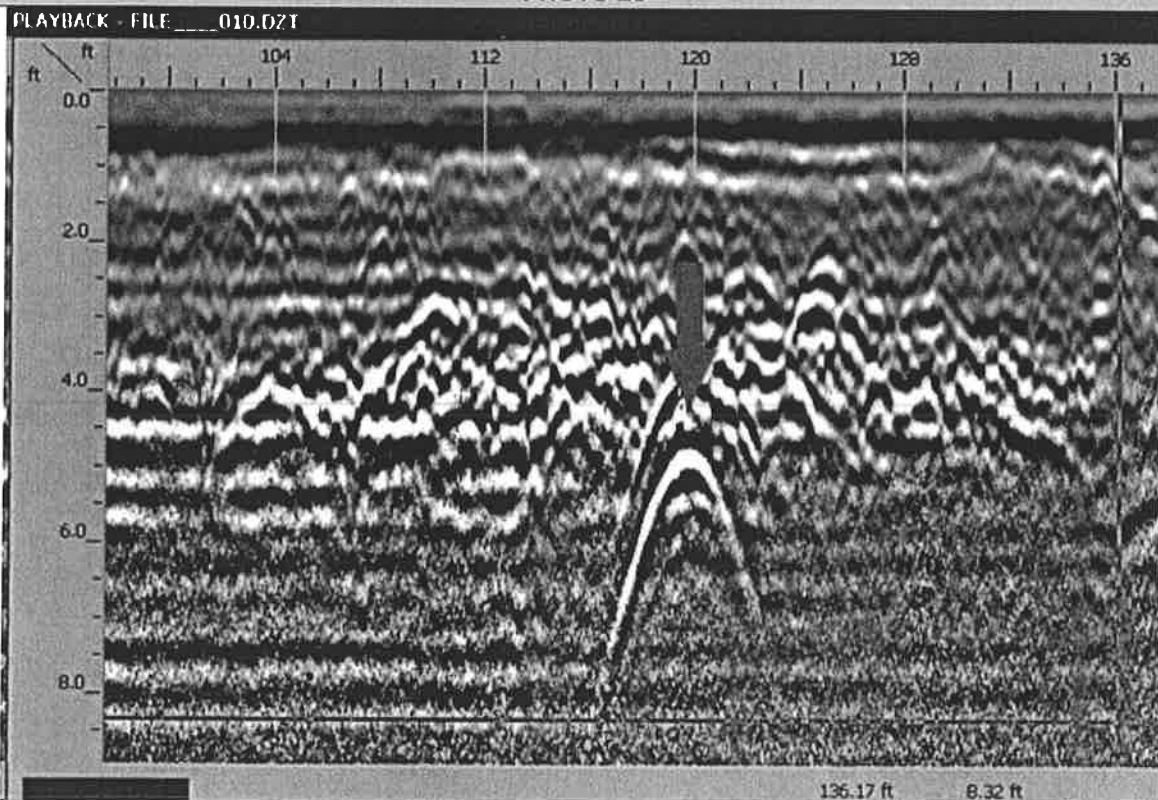
Southwest facing view shows the PVC pipe where it is lying on the ground surface.

PHOTO 19



North-northeast facing view of the path of the metal pipe from the east end of the house. The pipe sits at a depth of 4-5'.

PHOTO 20



GPR data shows the pipe in photo 19 sits at a depth of 4-5'.

Table 1A - Mott MacDonald
Sediment Analytical Results Compared to NJDEP SRS - Volatile Organic Compounds
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	SS-1A (1-4)	SS-1B (1-4)
Lab ID:				L1620557-02	L1620557-03
Sample Date:				5/7/2016	5/7/2016
Sample Depth:				Composite 1.0-4.0	Composite 1.0-4.0
Sample Matrix:				Sediment	Sediment
Sample Units:				mg/kg	mg/kg
Volatile Organic Compounds (VOC)				Result	Result
1,1,1-Trichloroethane	160000	NA	0.3	0.00035	0.00021
1,1,2,2-Tetrachloroethane	1	3	0.007	0.00032	0.00019
1,1,2-Trichloro-1,2,2-Trifluoroethane	NS	NS	NS	0.00087	0.00052
1,1,2-Trichloroethane	2	6	0.02	0.00096	0.00057
1,1-Dichloroethane	8	24	0.2	0.00027	0.00016
1,1-Dichloroethene	11	150	0.008	0.00083	0.00049
1,2-Dichloroethane	0.9	3	0.005	0.00036	0.00021
1,2,3-Trichlorobenzene	NS	NS	NS	0.00047	0.00028
1,2-Dibromo-3-chloropropane	0.08	0.2	0.005	0.0012	0.00075
1,2-Dibromoethane	0.008	0.04	0.005	0.00055	0.00033
1,2-Dichloroethene (total)	NS	NS	NS	0.00045	0.00027
1,3-Dichloropropene, Total	2	7	0.005	0.00037	0.00022
1,4-Dioxane	NS	NS	NS	0.046	0.027
2-Butanone	3100	44000	0.9	0.12	0.041
2-Hexanone	NS	NS	NS	0.0021	0.0012
4-Methyl-2-pentanone	NS	NS	NS	0.00077	0.00046
1,2-Dichloropropane	2	5	0.005	0.00072	0.00043
2-Chloroethyl vinyl ether	NS	NS	NS	NA	NA
Acetone	70000	NS	19	0.44	0.17
Acrolein	0.5	1	0.5	NA	NA
Acrylonitrile	0.9	3	0.5	NA	NA
Benzene	2	5	0.005	0.00037	0.00022
Bromochloromethane	NS	NS	NS	0.00088	0.00052
Bromodichloromethane	1	3	0.005	0.00055	0.00033
Bromoform	81	280	0.03	0.00075	0.00044
Bromomethane	25	59	0.04	0.0011	0.00064
Carbon Disulfide	7800	110000	6	0.0042	0.0021
Carbon Tetrachloride	2	4	0.005	0.00067	0.0004
Chlorobenzene	510	7400	0.6	0.0011	0.00066
Chloroethane	220	1100	NS	0.001	0.0006
Chloroform	0.6	2	0.4	0.0012	0.0007
Chloromethane	4	12	NS	0.00093	0.00063 J
cis-1,2-Dichloroethene	230	560	0.3	0.00045	0.00027
cis-1,3-Dichloropropene	2	7	0.005	0.00037	0.00022
Cyclohexane	NS	NS	NS	0.00046	0.00028
Dibromochloromethane	3	8	0.005	0.00049	0.00029
Dichlorodifluoromethane	490	230000	39	0.0006	0.00036
Ethyl benzene	7800	110000	13	0.0004	0.00024
Isopropylbenzene	NS	NS	NS	0.00033	0.0002
Methyl Acetate	78000	NS	22	0.00086	0.00051
Methyl cyclohexane	NS	NS	NS	0.00049	0.00029
Methyl tert butyl ether	110	320	0.2	0.00027	0.00016
m/p-Xylenes	12000	170000	19	0.00063	0.00037
Methylene Chloride	46	230	0.01	0.0035	0.0021
o-Xylene	12000	170000	19	0.00054	0.00032
Styrene	90	260	3	0.0013	0.00076
Tetrachloroethene	43	1500	0.005	0.00044	0.00026
Toluene	6300	91000	7	0.0089	0.0079
Total TICs	NS	NS	NS	ND	0.016 J
trans-1,2-Dichloroethene	300	720	0.6	0.00067	0.0004
trans-1,3-Dichloropropene	2	7	0.005	0.00038	0.00023
Trichloroethene	3	10	0.01	0.0004	0.00024
Trichlorofluoromethane	23000	340000	34	0.0012	0.00073
Vinyl chloride	0.7	2	0.005	0.00037	0.00022
Xylene (Total)	12000	170000	19	0.00054	0.00032

Notes & Abbreviations:

ND - Analyte not detected

NA - Analyte not analyzed

J - Indicates an estimated value

NS - No NJDEP Soil Cleanup Criteria exists for this compound

Bold and shaded analytical results exceed associated cleanup criteria

Bgs - below ground surface

Table 1B - Mott MacDonald
Sediment Analytical Results Compared to NJDEP SRS - Semi-Volatile Organic Compounds
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	SS-1A (1-4) L1620557-02 5/7/2016 Composite 1.0-4.0 Sediment mg/kg	SS-1B (1-4) L1620557-03 5/7/2016 Composite 1.0-4.0 Sediment mg/kg
Lab ID:					
Sample Date:					
Sample Depth (feet bgs):					
Sample Matrix:					
Sample Units:					
Semi-Volatile Organics Compounds	mg/kg	mg/kg	mg/kg	Result	Result
1,2,4-Trichlorobenzene	73	820	0.7	0.00058	0.00034
1,2-Dichlorobenzene	5300	59000	17	0.00049	0.00029
1,3-Dichlorobenzene	5300	59000	19	0.00043	0.00025
1,4-Dichlorobenzene	5	13	2	0.00044	0.00026
2,2-oxybis(1-Chloropropane)	NS	NS	NS	NA	NA
1,2,4,5-Tetrachlorobenzene	NS	NS	NS	0.038	0.029
2,3,4,6-Tetrachlorophenol	NS	NS	NS	0.073	0.056
2,4,5-Trichlorophenol	6100	68000	68	0.07	0.053
2,4,6-Trichlorophenol	19	74	0.2	0.069	0.052
2,4-Dichlorophenol	180	2100	0.2	0.058	0.044
2,4-Dimethylphenol	1200	14000	1	0.12	0.088
2,4-Dinitrophenol	120	1400	0.3	0.17	0.13
2,4-Dinitrotoluene	0.7	3	NS	0.08	0.046
2,6-Dinitrotoluene	0.7	3	NS	0.048	0.036
2-Chloronaphthalene	NS	NS	NS	0.035	0.026
2-Chlorophenol	310	2200	0.8	0.04	0.03
2-Methylnaphthalene	230	2400	8	0.038	0.029
2-Methylphenol	310	3400	NS	0.056	0.043
2-Nitroaniline	39	23000	NS	0.067	0.051
2-Nitrophenol	NS	NS	NS	0.06	0.045
3,3-Dichlorobenzidine	1	4	0.2	0.093	0.071
3+4-Methylphenols	31	340	NS	0.052	0.046 J
3-Nitroaniline	NS	NS	NS	0.088	0.062
4,6-Dinitro-o-cresol	6	68	0.3	0.17	0.13
4,6-Dinitro-2-methylphenol	6	68	0.3	NA	NA
4-Bromophenyl-phenylether	NS	NS	NS	0.04	0.031
4-Chloro-3-methylphenol	NS	NS	NS	NA	NA
4-Chloroaniline	NS	NS	NS	0.042	0.032
4-Chlorophenyl-phenylether	NS	NS	NS	0.03	0.023
4-Nitroaniline	NS	NS	NS	0.15	0.11
4-Nitrophenol	NS	NS	NS	0.1	0.077
Acenaphthene	3400	37000	110	0.043 J	0.031 J
Acenaphthylene	NS	300000	NS	0.041	0.031
Acetophenone	2	5	3	0.038	0.029
Anthracene	17000	30000	2400	0.11 J	0.055 J
Atrazine	210	2400	0.2	0.13	0.096
Azobenzene	NS	NS	NS	NA	NA
Benzaldehyde	6100	68000	NS	0.062 J	0.043
Benzene(a)pyrene	0.5	2	0.2	0.48	0.23
Benidine	0.7	0.7	0.7	NA	NA
Benzo(a)anthracene	5	17	0.8	0.5	0.25
Benzo(b)fluoranthene	5	17	2	0.64	0.31
Benzo(g,h,i)perylene	380000	30000	NS	0.32	0.16 J
Benzo(k)fluoranthene	45	170	25	0.26	0.13
Biphenyl	NS	NS	NS	0.084	0.084
Benzyl Alcohol	NS	NS	NS	NA	NA
Bis(2-chloroethoxy)methane	NS	NS	NS	0.034	0.026
bis(2-Chloroethyl)ether	0.4	2	0.2	0.044	0.033
bis(2-Chloroethyl)methane	NS	NS	NS	NA	NA
Bis(2-chloroisopropyl)ether	23	67	5	0.042	0.032
bis(2-Ethylhexyl)phthalate	35	140	1200	0.075 J	0.074 J
Butylbenzylphthalate	1200	14000	230	0.048	0.037
Caprolactam	31000	340000	12	0.078	0.059
Carbazole	24	96	NS	0.056 J	0.032 J
Chrysene	450	1700	80	0.56	0.25
Dibenzof(a,h)anthracene	0.5	2	0.8	0.089 J	0.041 J
Dibenzofuran	NS	NS	NS	0.032	0.024
Diethylphthalate	49000	550000	88	0.033	0.025
Dimethylphthalate	NS	NS	NS	0.035	0.026
Di-n-butylphthalate	6100	68000	760	0.032	0.024
Di-n-octyl phthalate	2400	27000	3300	0.11	0.086
Fluoranthene	2300	24000	1300	1.3	0.56
Fluorene	2300	24000	170	0.043 J	0.033 J
Hexachlorobenzene	0.3	1	0.2	0.035	0.028
Hexachlorobutadiene	6	25	0.9	0.045	0.034
Hexachlorocyclopentadiene	45	110	320	0.23	0.17
Hexachloroethane	12	48	0.2	0.059	0.045
Indeno(1,2,3-cd)pyrene	5	17	7	0.39	0.18
Isophorone	510	2000	0.2	0.041	0.031
Naphthalene	6	17	25	0.044	0.034
Nitrobenzene	5	14	0.2	0.054	0.041
n-Nitrosodimethylamine	0.7	0.7	0.7	NA	NA
N-Nitrosodi-n-propylamine	0.2	0.3	0.2	0.03	0.023
N-Nitrosodiphenylamine	99	390	0.4	0.03	0.022
p-Chloro-m-cresol	NS	NS	NS	0.054	0.041
Pentachlorobenzene	NS	NS	NS	0.08	0.061
Phenanthrene	NS	300000	NS	0.47	0.24
Phenol	18000	210000	8	0.043	0.033
Pyrene	1700	18000	840	1.1	0.46
Total SVOC TICs	NS	NS	NS	25.2 J	8.69 J

Notes & Abbreviations:

ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 1C - Mott MacDonald
Soil Analytical Results Compared to NJDEP SRS - Metals
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	SS-1A (1-4) L1620557-02 5/7/2016 Composite 1.0-4.0 Sediment mg/kg	SS-1B (1-4) L1620557-03 5/7/2016 Composite 1.0-4.0 Sediment mg/kg
Lab ID:					
Sample Date:					
Sample Depth (feet bgs):					
Sample Matrix:					
Sample Units:					
Metals	mg/kg	mg/kg	mg/kg	Result	Result
Aluminum	78000	NS	6000	5600	6900
Antimony	31	450	6	1.4	1
Arsenic	19*	19*	19	8.6	7.9
Barium	16000	59000	2100	37	34
Beryllium	16	140	0.7	0.34 J	0.29 J
Cadmium	78	78	2	0.12 J	0.09
Calcium	NS	NS	NS	2100	1400
Chromium	240	20	NS	9.8	11
Cobalt	1600	590	90	5.1	5.2
Copper	3100	45000	11000	16	19
Iron	NS	NS	NS	10000	11000
Lead	400	800	90	55	46
Magnesium	NS	NS	NS	1300	1400
Manganese	11000	5900	65	100	180
Mercury	23	65	0.1	0.19	0.23
Nickel	1600	23000	48	7.4	7.7
Potassium	NS	NS	NS	140 J	170 J
Selenium	390	5700	11	0.94 J	0.74 J
Silver	390	5700	1	0.35	0.26
Sodium	NS	NS	NS	88 J	53 J
Thallium	NS	NS	3	0.57	0.49 J
Vanadium	78	1100	NS	29	30
Zinc	23000	110000	930	82	66

Notes & Abbreviations:

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NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 1D - Mott MacDonald
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	SS-1A (1-4) L1620557-02 5/7/2016 Composite 1.0-4.0 Sediment mg/kg Result	SS-1B (1-4) L1620557-03 5/7/2016 Composite 1.0-4.0 Sediment mg/kg Result
Lab ID:	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Sample Date:					
Sample Depth (feet bgs):					
Sample Matrix:					
Sample Units:					
Pesticides	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
4,4'-DDD	3	13	4	0.153	0.199
4,4'-DDE	2	9	18	0.0813	0.0826
4,4'-DDT	2	8	11	0.0226	0.0186
Aldrin	0.04	0.2	0.2	0.00124	0.0009
alpha-BHC	0.1	0.5	0.002	0.00041	0.0003
alpha-Chlordane (cis)	0.2	1	0.05	0.134	0.0696
beta-BHC	0.4	2	0.002	0.00134	0.00097
Chlordane	0.2	1	0.05	1.89	1.04
delta-BHC	NS	NS	NS	0.00069	0.0005
Dieldrin	0.04	0.2	0.003	0.0011	0.0008
Endosulfan I	470	6800	4	0.00083	0.0006
Endosulfan II	470	6800	4	0.00118	0.00085
Endosulfan sulfate	470	6800	2	0.0007	0.0005
Endrin	23	340	1	0.0006	0.00043
Endrin aldehyde	NS	NS	NS	0.00154	0.00112
Endrin ketone	NS	NS	NS	0.0009	0.00066
gamma-BHC (Lindane)	0.4	2	0.002	0.00065	0.00047
gamma-Chlordane (trans)	0.2	1	0.05	0.122	0.0793
Heptachlor	0.1	0.7	0.5	0.00079	0.00057
Heptachlor epoxide	0.07	0.3	0.01	0.00198	0.00144
Methoxychlor	390	5700	160	0.00206	0.0015
Toxaphene	0.6	3	0.3	0.0185	0.0135

Notes & Abbreviations:

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J - Indicates an estimated value

NS - No NJDEP Soil Cleanup Criteria exists for this compound

Bold and shaded analytical results exceed associated cleanup criteria

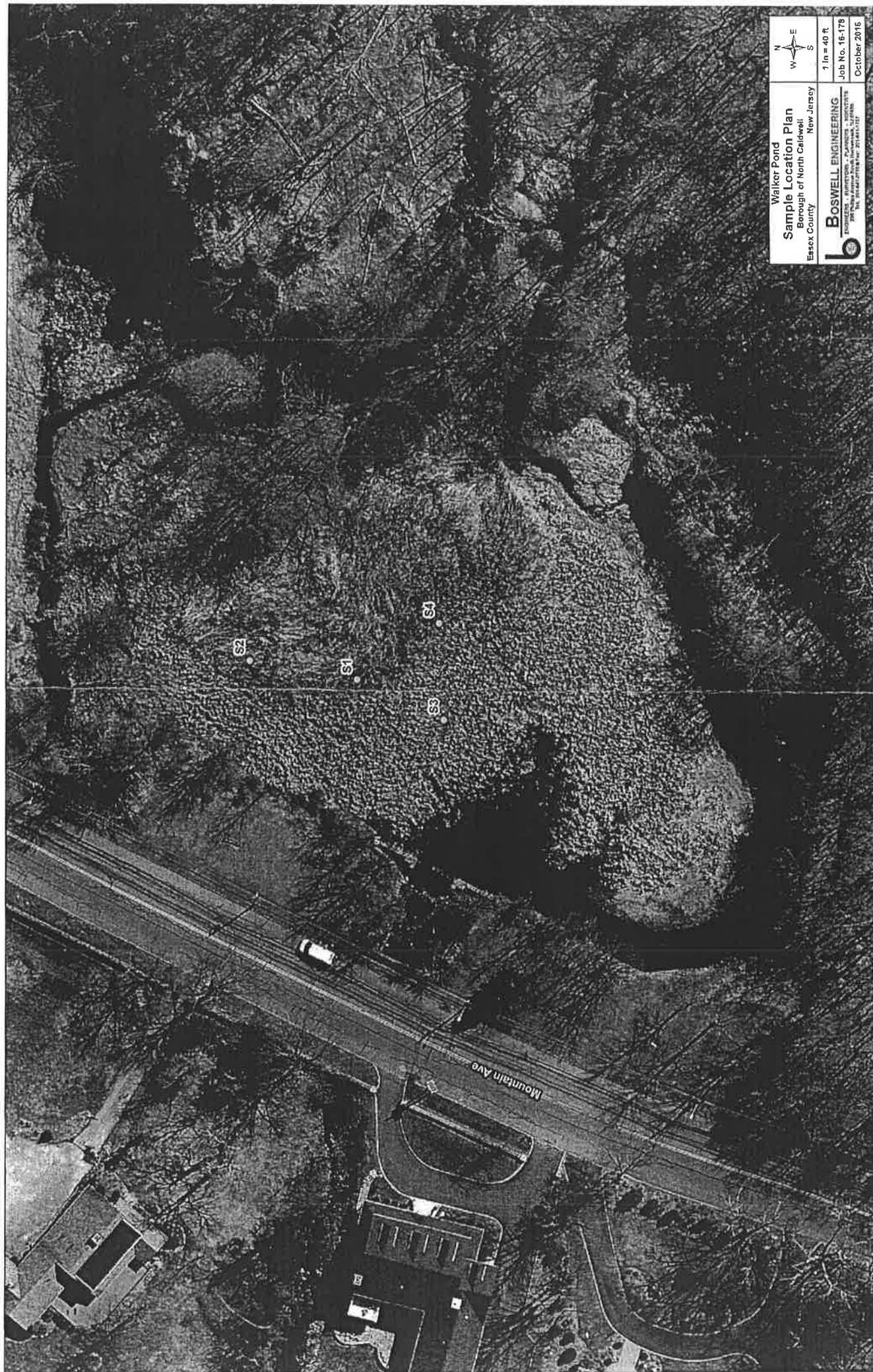
Bgs - below ground surface


Table 1E - Mott MacDonald
Sediment Analytical Results Compared to NJDEP SRS - Polychlorinated Biphenyls
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	SS-1A (1-4) L1620557-02 5/7/2016 Composite 1.0-4.0 Sediment mg/kg Result	SS-1B (1-4) L1620557-03 5/7/2016 Composite 1.0-4.0 Sediment mg/kg Result
Lab ID:					
Sample Date:					
Sample Depth (feet bgs):					
Sample Matrix:					
Sample Units:					
PCBs	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
AROCLOR 1016	0.2	1	0.2	0.00576	0.00439
AROCLOR 1221	0.2	1	0.2	0.00673	0.00512
AROCLOR 1232	0.2	1	0.2	0.00855	0.00651
AROCLOR 1242	0.2	1	0.2	0.00893	0.237
AROCLOR 1248	0.2	1	0.2	0.00616	0.00468
AROCLOR 1254	0.2	1	0.2	0.126	0.187
AROCLOR 1260	0.2	1	0.2	0.00556	0.0319 J
AROCLOR 1262	0.2	1	0.2	0.00362	0.00275
AROCLOR 1268	0.2	1	0.2	0.0106	0.00805
Total PCBs	0.2	1	0.2	0.18191	0.456 J

Notes & Abbreviations:

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NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface



Walker Pond Sample Location Plan Borough of North Caldwell Essex County		1 in = 40 ft
		Job No. 16-178 October 2016
BOSWELL ENGINEERING ENGINEERS • PLANNERS • ARCHITECTS 200 W. BEACON STREET, SUITE 201 NEWARK, NJ 07102		

Test Pit No	S1	TEST PIT LOG		Sketch See Sample Location Map
Project	Walker Pond	Location	400 Mountain Ave, N. Caldwell, NJ	
Contractor	GoldStar	Date	10/20/2016	
Equipment	Excavator	Sampling Method	Grab	
Remarks	Samples S1-1 to S1-14 composited by lab into one (1) sample and analyzed for TCL/TAL. TCL volatiles collected from 1.5'-2' interval. Samples S1-9 to S1-14 analyzed for PAH/PCB/Pesticides.			

Depth (ft)	PID	Description	Sample No.	Remarks
0 - 0.5'	0	Fine black silt with organics (roots, leaves, etc)	S1-1	
0.5' - 1'	0		S1-2	
1' - 1.5'	0		S1-3	
1.5' - 2'	0		S1-4	
2' - 2.5'	0		S1-5	
2.5' - 3'	0		S1-6	
3' - 3.5'	0		S1-7	
3.5' - 4'	0		S1-8	
4' - 4.5'	0		S1-9	
4.5' - 5'	0		S1-10	
5' - 5.5'	0		S1-11	
5.5' - 6'	0		S1-12	
6' - 6.5'	0	Firm cobbles and coarse sands	S1-13	
6.5' - 7'	0		S1-14	
		End of Test Pit		

Test Pit No	S2	TEST PIT LOG		Sketch
Project	Walker Pond	Location	400 Mountain Ave, N. Caldwell, NJ	See Sample Location Map
Contractor	GoldStar	Date	10/20/2016	
Equipment	Excavator	Sampling Method	Grab	
Remarks	Samples S2-1 to S2-14 composited by lab into one (1) sample and analyzed for TCL/TAL. TCL volatiles collected from 1.5'-2' interval. Samples S2-9 to S2-14 analyzed for PAH/PCB/Pesticides.			

Depth (ft)	PID	Description	Sample No.	Remarks
0 - 0.5'	0	Fine black silt with organics (leaves, roots, etc)	S2-1	
0.5' - 1'	0		S2-2	
1' - 1.5'	0		S2-3	
1.5' - 2'	0		S2-4	
2' - 2.5'	0		S2-5	
2.5' - 3'	0	Coarse sand, silt	S2-6	
3' - 3.5'	0	Fine black silt with organics (leaves, roots, etc)	S2-7	
3.5' - 4'	0		S2-8	
4' - 4.5'	0		S2-9	
4.5' - 5'	0	Silt with some coarse sand	S2-10	
5' - 5.5'	0		S2-11	
5.5' - 6'	0	Fine black silt, leaves	S2-12	
6' - 6.5'	0	Firm silty clay with rocks	S2-13	
6.5' - 7'	0		S2-14	
		End of Test Pit		

Test Pit No	S3	TEST PIT LOG		Sketch
Project	Walker Pond	Location	400 Mountain Ave, N. Caldwell, NJ	
Contractor	GoldStar	Date	10/20/2016	
Equipment	Excavator	Sampling Method	Grab	
Remarks	Samples S3-1 to S3-14 composited by lab into one (1) sample and analyzed for TCL/TAL. TCL volatiles collected from 1.5'-2' interval. Samples S3-9 to S3-14 analyzed for PAH/PCB/Pesticides.			

Depth (ft)	PID	Description	Sample No.	Remarks
0 - 0.5'	0	Fine black silts with organics (leaves, roots, etc)	S3-1	
0.5' - 1'	0	Coarse black sand	S3-2	
1' - 1.5'	0		S3-3	
1.5' - 2'	0		S3-4	
2' - 2.5'	0	Fine black silts with organics (leaves, roots, etc)	S3-5	
2.5' - 3'	0		S3-6	
3' - 3.5'	0		S3-7	
3.5' - 4'	0		S3-8	
4' - 4.5'	0	Grey clay	S3-9	
4.5' - 5'	0		S3-10	
5' - 5.5'	0	Fine black silts with organics (leaves, roots, etc)	S3-11	
5.5' - 6'	0		S3-12	
6' - 6.5'	0		S3-13	
6.5' - 7'	0	Firm fine sand, rocks	S3-14	
		End of Test Pit		

Test Pit No	S4	TEST PIT LOG		Sketch
Project	Walker Pond	Location	400 Mountain Ave, N. Caldwell, NJ	See Sample Location Map
Contractor	GoldStar	Date	10/20/2016	
Equipment	Excavator	Sampling Method Grab		
Remarks	Samples S4-1 to S4-14 composited by lab into one (1) sample and analyzed for TCL/TAL. TCL volatiles collected from 1.5'-2' interval. Samples S4-9 to S4-14 analyzed for PAH/PCB/Pesticides.			

Depth (ft)	PID	Description	Sample No.	Remarks
0 - 0.5'	0	Fine black silt with organics (leaves, roots,etc)	S4-1	
0.5' - 1'	0		S4-2	
1' - 1.5'	0	Coarse sand	S4-3	
1.5' - 2'	0	Fine black silt with organics (leaves, roots,etc)	S4-4	
2' - 2.5'	0		S4-5	
2.5' - 3'	0		S4-6	
3' - 3.5'	0	Layer of decomposing leaves	S4-7	
3.5' - 4'	0	Fine black silt with organics (leaves, roots,etc)	S4-8	
4' - 4.5'	0		S4-9	
4.5' - 5'	0		S4-10	
5' - 5.5'	0		S4-11	
5.5' - 6'	0	Firm sands and soil	S4-12	
6' - 6.5'	0		S4-13	
6.5' - 7'	0		S4-14	
		End of Test Pit		

Table 1
Sediment Analytical Results Compared to
Walkers Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NUDEP 2017 Residential Direct Contact Soil Remediation Standard	NUDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NUDEP 2013 Impact To Ground Water Soil Screening Level	S1 (S1-1 to S1-14) L1633789-01 Composite 0.0-7.0 Sediment mg/kg	S2 (S2-1 to S2-14) L1633789-04 R1 Composite 0.0-7.0 Sediment mg/kg	S3 (S3-1 to S3-14) L1633789-06 Composite 0.0-7.0 Sediment mg/kg	S4 (S4-1 to S4-14) L1633789-08 Composite 0.0-7.0 Sediment mg/kg
Sample Date:							
Sample Depth:							
Sample Matrix:							
Sample Units:							
Volatile Organic Compounds	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1,1,1-Trichloroethane	160000	3	0.3	NA	NA	NA	NA
1,1,2-Trichloroethane	NS	NS	NS	NA	NA	NA	NA
1,1,2,2-Tetrachloroethane	NS	NS	NS	NA	NA	NA	NA
1,1,2-Trichloroethane	2	6	0.02	NA	NA	NA	NA
1,1-Dichloroethane	8	24	0.2	NA	NA	NA	NA
1,1-Dichloroethane	11	150	0.008	NA	NA	NA	NA
1,2-Dichloroethane	0.9	3	0.005	NA	NA	NA	NA
1,2,3-Trichlorobenzene	NS	NS	NS	NA	NA	NA	NA
1,2-Dibromo-3-chloropropane	0.08	0.2	0.005	NA	NA	NA	NA
1,2-Dibromoethane	0.008	0.04	0.005	NA	NA	NA	NA
1,2-Dichloroethene (total)	NS	NS	NS	NA	NA	NA	NA
1,3-Dichloropropene, Total	2	7	0.005	NA	NA	NA	NA
1,4-Dioxane	NS	NS	NS	NA	NA	NA	NA
2-Butanone	3100	44000	0.9	0.092	0.064	0.046	ND
2-Hexanone	NS	NS	NS	NA	NA	NA	NA
4-Methyl-2-pentanone	NS	NS	NS	NA	NA	NA	NA
1,2-Dichloropropane	2	5	0.005	NA	NA	NA	NA
2-Chloroethyl vinyl ether	NS	NS	NS	NA	NA	NA	NA
Acetone	70000	NS	NS	NA	NA	NA	NA
Acrolein	0.5	1	0.5	0.45	0.29	0.21	ND
Acrylonitrile	0.9	3	0.5	NA	NA	NA	NA
Benzene	2	5	0.005	NA	NA	NA	NA
Bromochloromethane	NS	NS	NS	NA	NA	NA	NA
Bromodichloromethane	1	3	0.005	NA	NA	NA	NA
Bromomethane	81	280	0.03	NA	NA	NA	NA
Carbon Disulfide	25	59	0.04	NA	NA	NA	NA
Carbon Tetrachloride	7800	110000	6	NA	NA	NA	NA
Chlorobenzene	2	4	0.005	NA	NA	NA	NA
Chloroethane	510	7400	0.6	NA	NA	NA	NA
Chloroform	220	1100	NS	NA	NA	NA	NA
Chloroform	0.6	2	0.4	NA	NA	NA	NA
Chloromethane	4	12	NS	NA	NA	NA	NA
cis-1,2-Dichloroethene	230	560	0.3	NA	NA	NA	NA
cis-1,3-Dichloropropene	2	7	0.005	NA	NA	NA	NA
Cyclohexane	NS	NS	NS	NA	NA	NA	NA
Dibromochloromethane	3	8	0.005	NA	NA	NA	NA
Dichlorodifluoromethane	490	230000	39	NA	NA	NA	NA
Ethyl benzene	7800	110000	13	NA	NA	NA	NA
Isopropylbenzene	NS	NS	NS	NA	NA	NA	NA
Methyl Acetate	78000	NS	NS	NA	NA	NA	NA
Methyl cyclohexane	NS	NS	NS	NA	NA	NA	NA
Methyl tert butyl ether	110	320	0.2	NA	NA	NA	NA
m/p-Xylenes	12000	170000	19	NA	NA	NA	NA
Methylene Chloride	46	230	0.01	NA	NA	NA	NA
p-Xylene	12000	170000	19	NA	NA	NA	NA
Styrene	90	250	3	NA	NA	NA	NA
Tetrachloroethene	43	1500	0.006	NA	NA	NA	NA
Toluene	6300	91000	7	NA	NA	NA	NA
Total TICs	NS	NS	NS	0.056	0.01	0.027	0.551
trans-1,2-Dichloroethene	300	720	0.6	NA	NA	NA	NA
trans-1,3-Dichloropropene	2	7	0.005	NA	NA	NA	NA
Trichloroethene	3	10	0.01	NA	NA	NA	NA
Trichlorofluoromethane	23000	340000	34	NA	NA	NA	NA
Vinyl chloride	0.7	2	0.005	NA	NA	NA	NA
Xylene (Total)	12000	170000	19	NA	NA	NA	NA

Notes & Abbreviations:
 ND - Analyte not detected
 NA - Analyte not analyzed
 J - Indicates an estimated value
 NS - No NJDEP Soil Cleanup Criteria exists for this compound
 Bold and shaded analytical results exceed associated cleanup criteria
 Bgs - below ground surface

Table 2B - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Semi-Volatile Organic Compounds
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S1-9 L1633789-14 10/20/2016 4.0-4.5 Sediment mg/kg Result	S1-10 L1633789-15 10/20/2016 4.5-5.0 Sediment mg/kg Result	S1-11 L1633789-16 10/20/2016 5.0-5.5 Sediment mg/kg Result	S1-12 L1633789-17 10/20/2016 5.5-6.0 Sediment mg/kg Result	S1-13 L1633789-18 10/20/2016 6.0-6.5 Sediment mg/kg Result	S1-14 L1633789-19 10/20/2016 6.5-7.0 Sediment mg/kg Result	S2-9 L1633789-20 10/20/2016 4.0-4.5 Sediment mg/kg Result
Sample Date:										
Sample Depth (feet bgs):										
Sample Matrix:										
Sample Units:										
Semi-Volatile Organics Compounds	mg/kg	mg/kg	mg/kg							
1,2,4-Trichlorobenzene	73	820	0.7	NA	NA	NA	NA	NA	NA	NA
1,2-Dichlorobenzene	5300	55000	17	NA	NA	NA	NA	NA	NA	NA
1,3-Dichlorobenzene	5300	55000	19	NA	NA	NA	NA	NA	NA	NA
1,4-Dichlorobenzene	5	13	2	NA	NA	NA	NA	NA	NA	NA
2,2-oxybis(1-Chloropropane)	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
1,2,4,5-Tetrachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
2,3,4,6-Tetrachlorophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
2,4,5-Trichlorophenol	6100	68000	66	NA	NA	NA	NA	NA	NA	NA
2,4,6-Trichlorophenol	19	74	0.2	NA	NA	NA	NA	NA	NA	NA
2,4-Dichlorophenol	180	2100	0.2	NA	NA	NA	NA	NA	NA	NA
2,4-Dimethylphenol	1200	14000	1	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrophenol	120	1400	0.3	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA	NA
2,6-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
2-Chlorophenol	310	2200	0.8	NA	NA	NA	NA	NA	NA	NA
2-Methylnaphthalene	230	2400	8	ND	ND	ND	ND	ND	ND	ND
2-Methylphenol	310	3400	NS	NA	NA	NA	NA	NA	NA	NA
2-Nitroaniline	39	23000	NS	NA	NA	NA	NA	NA	NA	NA
2-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
3,3-Dichlorobenzidine	1	4	0.2	NA	NA	NA	NA	NA	NA	NA
3,4-Methylphenols	31	340	NS	NA	NA	NA	NA	NA	NA	NA
3-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4,6-Dinitro-o-cresol	6	68	0.3	NA	NA	NA	NA	NA	NA	NA
4,6-Dinitro-2-methylphenol	6	68	0.3	NA	NA	NA	NA	NA	NA	NA
4-Bromophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Chloro-3-methylphenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Chloroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Chlorophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	3400	37000	110	ND	ND	ND	ND	ND	ND	ND
Acenaphthylene	NS	300000	NS	0.002 J	ND	ND	ND	ND	ND	ND
Acetophenone	2	5	3	NA	NA	NA	NA	NA	NA	NA
Anthracene	17000	30000	2400	0.0028 J	0.0014 J	0.0024 J	ND	ND	ND	ND
Atrazine	210	2400	0.2	NA	NA	NA	NA	NA	NA	NA
Azobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Benzaldehyde	6100	68000	NS	NA	NA	NA	NA	NA	NA	NA
Benzene(a)pyrene	0.5	2	0.01	0.006 J	0.013 J	0.0080 J	ND	ND	ND	ND
Benzidine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	5	17	0.8	0.0075 J	0.0037 J	0.0086 J	0.0053 J	ND	ND	ND
Benzo(b)fluoranthene	5	17	2	0.012	0.0081 J	0.015 J	0.0088 J	ND	ND	ND
Benzo(g,h,i)perylene	380000	30000	NS	0.0033 J	0.0023 J	0.0059 J	0.0043 J	ND	ND	ND
Benzo(k)fluoranthene	45	170	25	0.0042 J	0.0019 J	0.0049 J	0.0027 J	ND	ND	ND
Biphenyl	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Benzyl Alcohol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Bis(2-chloroethoxy)methane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)ether	0.4	2	0.2	NA	NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)methane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Bis(2-chloroisopropyl)ether	23	67	5	NA	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	35	140	1200	NA	NA	NA	NA	NA	NA	NA
Butylbenzylphthalate	1200	14000	230	NA	NA	NA	NA	NA	NA	NA
Caprolactam	31000	340000	12	NA	NA	NA	NA	NA	NA	NA
Carbazole	24	99	NS	NA	NA	NA	NA	NA	NA	NA
Chrysene	450	1700	80	0.0074 J	0.004 J	0.0091 J	0.0051 J	ND	ND	ND
Dibenzo(a,h)anthracene	0.5	2	0.8	ND	ND	ND	ND	ND	ND	ND
Dibenzofuran	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Diethylphthalate	49000	550000	88	NA	NA	NA	NA	NA	NA	NA
Dimethylphthalate	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Di-n-butylphthalate	6100	68000	760	NA	NA	NA	NA	NA	NA	NA
Di-n-octyl phthalate	2400	27000	3300	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	2300	24000	1300	0.02	0.0084 J	0.016 J	0.015 J	0.0044 J	0.0024 J	0.0021 J
Fluorene	2300	24000	170	ND	ND	ND	ND	ND	ND	ND
Hexachlorobenzene	0.3	1	0.2	NA	NA	NA	NA	NA	NA	NA
Hexachlorobutadiene	6	25	0.9	NA	NA	NA	NA	NA	NA	NA
Hexachlorocyclopentadiene	45	110	320	NA	NA	NA	NA	NA	NA	NA
Hexachloroethane	12	48	0.2	NA	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	5	17	7	0.0039 J	0.0025 J	0.0056 J	0.0036 J	ND	ND	ND
Isophorone	510	2000	0.2	NA	NA	NA	NA	NA	NA	NA
Naphthalene	6	17	25	ND	0.0049 J	0.0048 J	ND	ND	ND	ND
Nitrobenzene	5	14	0.2	NA	NA	NA	NA	NA	NA	NA
n-Nitrosodimethylamine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA	NA
N-Nitrosodi-n-propylamine	0.2	0.3	0.2	NA	NA	NA	NA	NA	NA	NA
N-Nitrosodiphenylamine	99	390	0.4	NA	NA	NA	NA	NA	NA	NA
p-Chloro-m-cresol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Pentachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	NS	300000	NS	0.0063 J	0.0051 J	0.0083 J	0.0061 J	ND	ND	0.0014 J
Phenol	18000	210000	8	NA	NA	NA	NA	NA	NA	NA
Pyrene	1700	18000	840	0.016	0.0078 J	0.015 J	0.011 J	0.0038 J	0.0022 J	0.0018 J
Total SVOC TICs	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA

Notes & Abbreviations:

ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2B - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Semi-Volatile Organic Compounds
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S2-10 L1633789-21 10/20/2016 4.5-5.0 Sediment mg/kg Result	S2-11 L1633789-22 10/20/2016 5.0-5.5 Sediment mg/kg Result	S2-12 L1633789-23 10/20/2016 5.5-6.0 Sediment mg/kg Result	S2-13 L1633789-24 10/20/2016 6.0-6.5 Sediment mg/kg Result	S2-14 L1633789-25 10/20/2016 6.5-7.0 Sediment mg/kg Result	S3-9 L1633789-26 10/20/2016 4.0-4.5 Sediment mg/kg Result	S3-10 L1633789-27 10/20/2016 4.5-5.0 Sediment mg/kg Result	S3-11 L1633789-28 10/20/2016 5.0-5.5 Sediment mg/kg Result
Sample Date:											
Sample Depth (feet bgs):											
Sample Matrix:											
Sample Units:											
Semi-Volatile Organic Compounds	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1,2,4-Trichlorobenzene	73	820	0.7	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Dichlorobenzene	5300	59000	17	NA	NA	NA	NA	NA	NA	NA	NA
1,3-Dichlorobenzene	5300	59000	19	NA	NA	NA	NA	NA	NA	NA	NA
1,4-Dichlorobenzene	5	13	2	NA	NA	NA	NA	NA	NA	NA	NA
2-chloro-1-Chloropropane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
1,2,4,5-Tetrachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
2,3,4,6-Tetrachlorophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
2,4,5-Trichlorophenol	6100	66000	68	NA	NA	NA	NA	NA	NA	NA	NA
2,4,6-Trichlorophenol	19	74	0.2	NA	NA	NA	NA	NA	NA	NA	NA
2,4-Dichlorophenol	180	2100	0.2	NA	NA	NA	NA	NA	NA	NA	NA
2,4-Dimethylphenol	1200	14000	1	NA	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrophenol	120	1400	0.3	NA	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA	NA	NA
2,6-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
2-Chlorophenol	310	2200	0.6	NA	NA	NA	NA	NA	NA	NA	NA
2-Methylnaphthalene	230	2400	8	ND	ND	ND	ND	ND	ND	ND	ND
2-Methylphenol	310	3400	NS	NA	NA	NA	NA	NA	NA	NA	NA
2-Nitroaniline	39	23000	NS	NA	NA	NA	NA	NA	NA	NA	NA
2-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
3,3-Dichlorobenzidine	1	4	0.2	NA	NA	NA	NA	NA	NA	NA	NA
3,4-Methylphenols	31	340	NS	NA	NA	NA	NA	NA	NA	NA	NA
3-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
4,6-Dinitro-o-cresol	6	68	0.3	NA	NA	NA	NA	NA	NA	NA	NA
4,6-Dinitro-2-methylphenol	6	68	0.3	NA	NA	NA	NA	NA	NA	NA	NA
4-Bromophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
4-Chloro-3-methylphenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
4-Chloroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
4-Chlorophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
4-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
4-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	3400	37000	110	ND	ND	ND	ND	ND	ND	ND	ND
Acenaphthylene	NS	300000	NS	0.0044 J	ND	0.0055 J	0.0041 J	ND	ND	ND	ND
Acetophenone	2	5	3	NA	NA	NA	NA	NA	NA	NA	NA
Anthracene	17000	30000	2400	0.0045 J	ND	0.0061 J	0.0047 J	ND	ND	ND	ND
Atrazine	210	2400	0.2	NA	NA	NA	NA	NA	NA	NA	NA
Azobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Benzaldehyde	6100	66000	NS	NA	NA	NA	NA	NA	NA	NA	NA
Benzene(a)pyrene	0.5	2	0.013	ND	ND	0.017	0.023	ND	ND	ND	0.0032 J
Benzidine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	5	17	0.8	0.01 J	ND	0.015	0.018	0.0051 J	ND	ND	0.0014 J
Benzo(b)fluoranthene	5	17	2	0.016	ND	0.021	0.029	ND	ND	ND	0.0022 J
Benzo(g,h,i)perylene	380000	30000	NS	0.0076 J	ND	0.012 J	0.016	0.0039 J	ND	ND	ND
Benzo(k)fluoranthene	45	170	25	0.0063 J	ND	0.0085 J	0.013	ND	ND	ND	ND
Biphenyl	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Benzyl Alcohol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
1,2-dichloroethoxymethane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Chloroethyl ether	0.4	2	0.2	NA	NA	NA	NA	NA	NA	NA	NA
1,2-Chloroethylmethane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
1,2-chloroisopropyl ether	23	67	5	NA	NA	NA	NA	NA	NA	NA	NA
Bis(2-Ethylhexyl)phthalate	35	140	1200	NA	NA	NA	NA	NA	NA	NA	NA
Butylbenzylphthalate	1200	14000	230	NA	NA	NA	NA	NA	NA	NA	NA
Caprolactam	31000	340000	12	NA	NA	NA	NA	NA	NA	NA	NA
Carbazole	24	96	NS	NA	NA	NA	NA	NA	NA	NA	NA
Chrysene	450	1700	80	0.015	ND	0.022	0.022	0.0094 J	ND	ND	0.0069 J
Dibenzo(a,h)anthracene	0.5	2	0.8	0.005 J	ND	0.0065 J	0.0068 J	ND	ND	ND	ND
Dibenzofuran	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Diethylphthalate	49000	550000	88	NA	NA	NA	NA	NA	NA	NA	NA
Dimethylphthalate	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Di-n-butylphthalate	6100	68000	760	NA	NA	NA	NA	NA	NA	NA	NA
Di-n-octyl phthalate	2400	27000	3300	NA	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	2300	24000	1300	0.021	ND	0.032	0.032	0.0095 J	ND	0.0018 J	0.0026 J
Fluorene	2300	24000	170	ND	ND	0.0044 J	ND	ND	ND	ND	ND
Hexachlorobenzene	0.3	1	0.2	NA	NA	NA	NA	NA	NA	NA	NA
Hexachlorobutadiene	6	25	0.9	NA	NA	NA	NA	NA	NA	NA	NA
Hexachlorocyclopentadiene	45	110	320	NA	NA	NA	NA	NA	NA	NA	NA
Hexachloroethane	12	48	0.2	NA	NA	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	5	17	7	0.013	ND	0.017	0.022	0.012 J	ND	ND	ND
Isophorone	510	2000	0.2	NA	NA	NA	NA	NA	NA	NA	NA
Naphthalene	6	17	25	ND	ND	0.0033 J	ND	ND	ND	ND	ND
Nitrobenzene	5	14	0.2	NA	NA	NA	NA	NA	NA	NA	NA
n-Nitrosodimethylamine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA	NA	NA
N-Nitrosodi-n-propylamine	0.2	0.3	0.2	NA	NA	NA	NA	NA	NA	NA	NA
N-Nitrosodiphenylamine	99	390	0.4	NA	NA	NA	NA	NA	NA	NA	NA
p-Chloro-m-cresol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Pentachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	NS	300000	NS	0.016	ND	0.028	0.011 J	0.0035 J	ND	ND	ND
Phenol	18000	210000	8	NA	NA	NA	NA	NA	NA	NA	NA
Pyrene	1700	18000	840	0.024	ND	0.034	0.026	0.0077 J	ND	0.0014 J	0.0022 J
Total SVOC TICs	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	NA

Notes & Abbreviations:
ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2B - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Semi-Volatile Organic Compounds
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S3-12 L1633789-29 10/20/2016 5.5-6.0 Sediment mg/kg Result	S3-13 L1633789-30 10/20/2016 6.0-6.5 Sediment mg/kg Result	S3-14 L1633789-31 10/20/2016 6.5-7.0 Sediment mg/kg Result	S4-9 L1633789-32 10/20/2016 4.0-4.5 Sediment mg/kg Result	S4-10 L1633789-33 10/20/2016 4.5-5.0 Sediment mg/kg Result	S4-11 L1633789-34 10/20/2016 5.0-5.5 Sediment mg/kg Result	S4-12 L1633789-35 10/20/2016 5.5-6.0 Sediment mg/kg Result
Sample Date:										
Sample Depth (feet bgs):										
Sample Matrix:										
Sample Units:										
Semi-Volatile Organics Compounds	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
1,2,4-Trichlorobenzene	73	620	0.7	NA	NA	NA	NA	NA	NA	NA
1,2-Dichlorobenzene	5300	59000	17	NA	NA	NA	NA	NA	NA	NA
1,3-Dichlorobenzene	5300	59000	19	NA	NA	NA	NA	NA	NA	NA
1,4-Dichlorobenzene	5	13	2	NA	NA	NA	NA	NA	NA	NA
2,2-oxybis(1-Chloropropane)	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
1,2,4,5-Tetrachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
2,3,4,6-Tetrachlorophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
2,4,6-Trichlorophenol	6100	68000	68	NA	NA	NA	NA	NA	NA	NA
2,4-Dichlorophenol	19	74	0.2	NA	NA	NA	NA	NA	NA	NA
2,4-Dimethylphenol	180	2100	0.2	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrophenol	1200	14000	1	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrophenol	120	1400	0.3	NA	NA	NA	NA	NA	NA	NA
2,4-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA	NA
2,6-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
2-Chlorophenol	310	2200	0.8	NA	NA	NA	NA	NA	NA	NA
2-Methylnaphthalene	230	2400	8	ND	ND	ND	ND	ND	ND	ND
2-Methylphenol	310	3400	NS	NA	NA	NA	NA	NA	NA	NA
2-Nitroaniline	39	23000	NS	NA	NA	NA	NA	NA	NA	NA
2-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
3,3-Dichlorobenzidine	1	4	0.2	NA	NA	NA	NA	NA	NA	NA
3,4-Methylphenols	31	340	NS	NA	NA	NA	NA	NA	NA	NA
3-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4,6-Dinitro-o-cresol	6	68	0.3	NA	NA	NA	NA	NA	NA	NA
4,6-Dinitro-2-methylphenol	6	68	0.3	NA	NA	NA	NA	NA	NA	NA
4-Bromophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Chloro-3-methylphenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Chloroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Chlorophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
4-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Acenaphthene	3400	37000	110	ND	ND	ND	ND	ND	ND	ND
Acenaphthylene	NS	300000	NS	ND	ND	ND	0.0034 J	ND	ND	ND
Acetophenone	2	5	3	NA	NA	NA	NA	NA	NA	NA
Anthracene	17000	30000	2400	ND	ND	ND	ND	0.0029 J	ND	ND
Atrazine	210	2400	0.2	NA	NA	NA	NA	NA	NA	NA
Azobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Benzaldehyde	6100	68000	NS	NA	NA	NA	NA	NA	NA	NA
Benzene(a)pyrene	0.5	2	0.2	ND	0.004 J	ND	ND	0.022	ND	ND
Benzidine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	5	17	0.8	ND	0.0018 J	0.0025 J	ND	0.019	ND	ND
Benzo(b)fluoranthene	5	17	2	ND	0.0033 J	ND	ND	0.028	ND	ND
Benzo(g,h,i)perylene	380000	30000	NS	ND	0.0019 J	0.0029 J	ND	0.014	ND	ND
Benzo(k)fluoranthene	45	170	25	ND	0.0009 J	ND	ND	0.011 J	ND	ND
Biphenyl	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Benzyl Alcohol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Bis(2-chloroethoxy)methane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)ether	0.4	2	0.2	NA	NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)methane	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Bis(2-chloroisopropyl)ether	23	67	5	NA	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	35	140	1200	NA	NA	NA	NA	NA	NA	NA
Butylbenzylphthalate	1200	14000	230	NA	NA	NA	NA	NA	NA	NA
Capro lactam	31000	340000	12	NA	NA	NA	NA	NA	NA	NA
Carbazole	24	96	NS	NA	NA	NA	NA	NA	NA	NA
Chrysene	450	1700	80	ND	0.0014 J	0.0028 J	ND	0.02	ND	ND
Dibenzo(a,h)anthracene	0.5	2	0.8	ND	ND	ND	ND	ND	ND	ND
Dibenzofuran	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Diethylphthalate	49000	550000	88	NA	NA	NA	NA	NA	NA	NA
Dimethylphthalate	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Di-n-butylphthalate	6100	68000	760	NA	NA	NA	NA	NA	NA	NA
Di-n-octyl phthalate	2400	27000	3360	NA	NA	NA	NA	NA	NA	NA
Fluoranthene	2300	24000	1300	ND	0.0016 J	0.0015 J	0.0053 J	0.016	ND	ND
Fluorene	2300	24000	170	ND	ND	ND	ND	ND	ND	ND
Hexachlorobenzene	0.3	1	0.2	NA	NA	NA	NA	NA	NA	NA
Hexachlorobutadiene	6	25	0.9	NA	NA	NA	NA	NA	NA	NA
Hexachlorocyclopentadiene	45	110	320	NA	NA	NA	NA	NA	NA	NA
Hexachloroethane	12	48	0.2	NA	NA	NA	NA	NA	NA	NA
Indene(1,2,3-cd)pyrene	5	17	7	ND	0.0019 J	0.0074 J	ND	0.022	ND	ND
Isophorone	610	2000	0.2	NA	NA	NA	NA	NA	NA	NA
Naphthalene	8	17	25	ND	ND	ND	ND	ND	ND	ND
Nitrobenzene	5	14	0.2	NA	NA	NA	NA	NA	NA	NA
n-Nitrosodimethylamine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA	NA
n-Nitrosodi-n-propylamine	0.2	0.3	0.2	NA	NA	NA	NA	NA	NA	NA
n-Nitrosodiphenylamine	99	390	0.4	NA	NA	NA	NA	NA	NA	NA
m-Chloro-m-cresol	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Pentachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA
Phenanthrene	NS	300000	NS	ND	ND	ND	0.0035 J	ND	ND	ND
Phenol	18000	210000	8	NA	NA	NA	NA	NA	NA	NA
Pyrene	1700	18000	840	ND	0.0016 J	0.0016 J	0.0042 J	0.015	ND	ND
Total SVOC TICs	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA

Notes & Abbreviations:

ND - Analyte not detected
 NA - Analyte not analyzed
 J - Indicates an estimated value
 NS - No NJDEP Soil Cleanup Criteria exists for this compound
 Bold and shaded analytical results exceed associated cleanup criteria
 Bgs - below ground surface

Table 2B - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Semi-Volatile Organic Compounds
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID: Lab ID: Sample Date: Sample Depth (feet bgs): Sample Matrix: Sample Units:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S4-13 L1633789-36 10/20/2016 6.0-6.5 Sediment mg/kg	S4-14 L1633789-37 10/20/2016 6.5-7.0 Sediment mg/kg	S1 (S1-1 to S1-14) L1633789-01 10/20/2016 Composite 0.0-7.0 Sediment mg/kg	S2 (S2-1 to S2-14) L1633789-04 R1 10/20/2016 Composite 0.0-7.0 Sediment mg/kg	S3 (S3-1 to S3-14) L1633789-06 10/20/2016 Composite 0.0-7.0 Sediment mg/kg	S4 (S4-1 to S4-14) L1633789-08 10/20/2016 Composite 0.0-7.0 Sediment mg/kg
Semi-Volatile Organics Compounds	mg/kg	mg/kg	mg/kg	Result	Result	Result	Result	Result	Result
1,2,4-Trichlorobenzene	73	820	0.7	NA	NA	NA	NA	NA	NA
1,2-Dichlorobenzene	5300	59000	17	NA	NA	NA	NA	NA	NA
1,3-Dichlorobenzene	5300	59000	19	NA	NA	NA	NA	NA	NA
1,4-Dichlorobenzene	5	13	2	NA	NA	NA	NA	NA	NA
2,2-oxybis(1-Chloropropane)	NS	NS	NS	NA	NA	NA	NA	NA	NA
1,2,4,5-Tetrachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA
2,3,4,6-Tetrachlorophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA
2,4,5-Trichlorophenol	6100	68000	68	NA	NA	NA	NA	NA	NA
2,4,6-Trichlorophenol	19	74	0.2	NA	NA	NA	NA	NA	NA
2,4-Dichlorophenol	180	2100	0.2	NA	NA	NA	NA	NA	NA
2,4-Dimethylphenol	1200	14000	1	NA	NA	NA	NA	NA	NA
2,4-Dinitrophenol	120	1400	0.3	NA	NA	NA	NA	NA	NA
2,4-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA
2,6-Dinitrotoluene	0.7	3	NS	NA	NA	NA	NA	NA	NA
2-Chloronaphthalene	NS	NS	NS	NA	NA	NA	NA	NA	NA
2-Chlorophenol	310	2200	0.8	NA	NA	NA	NA	NA	NA
2-Methylnaphthalene	230	2400	8	ND	ND	NA	NA	NA	NA
2-Methylphenol	310	3400	NS	NA	NA	NA	NA	NA	NA
2-Nitroaniline	39	23000	NS	NA	NA	NA	NA	NA	NA
2-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA
3,3-Dichlorodiphenylmethane	1	4	0.2	NA	NA	NA	NA	NA	NA
3,4-Methylphenols	31	340	NS	NA	NA	NA	NA	NA	NA
3-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA
4,6-Dinitro-o-cresol	6	68	0.3	NA	NA	NA	NA	NA	NA
4,6-Dinitro-2-methylphenol	6	68	0.3	NA	NA	NA	NA	NA	NA
4-Bromophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA
4-Chloro-3-methylphenol	NS	NS	NS	NA	NA	NA	NA	NA	NA
4-Chloroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA
4-Chlorophenyl-phenylether	NS	NS	NS	NA	NA	NA	NA	NA	NA
4-Nitroaniline	NS	NS	NS	NA	NA	NA	NA	NA	NA
4-Nitrophenol	NS	NS	NS	NA	NA	NA	NA	NA	NA
Acenaphthene	3400	37000	110	ND	ND	NA	NA	NA	NA
Acenaphthylene	NS	300000	NS	ND	ND	NA	NA	NA	NA
Acetophenone	2	5	3	NA	NA	NA	NA	NA	NA
Anthracene	17000	30000	2400	0.0015 J	ND	NA	NA	NA	NA
Atrazine	210	2400	0.2	NA	NA	NA	NA	NA	NA
Azobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA
Benzaldehyde	6100	68000	NS	NA	NA	NA	NA	NA	NA
Benzo(a)pyrene	0.5	2	0.2	0.0068 J	ND	ND	ND	ND	ND
Benzo(b)fluoranthene	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA
Benzo(a)anthracene	5	17	0.8	0.0065 J	0.001 J	0.045 J	0.041	ND	ND
Benzo(b)fluoranthene	5	17	2	0.0099	0.0015 J	0.06 J	0.052	0.022 J	ND
Benzo(g,h,i)perylene	360000	30000	NS	0.005 J	ND	NA	NA	NA	NA
Benzo(k)fluoranthene	45	170	25	0.0032 J	ND	NA	NA	NA	NA
Biphenyl	NS	NS	NS	NA	NA	NA	NA	NA	NA
Benzyl Alcohol	NS	NS	NS	NA	NA	NA	NA	NA	NA
Bis(2-chloroethoxy)methane	NS	NS	NS	NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)ether	0.4	2	0.2	NA	NA	NA	NA	NA	NA
bis(2-Chloroethyl)methane	NS	NS	NS	NA	NA	NA	NA	NA	NA
Bis(2-chloroisopropyl)ether	23	67	5	NA	NA	NA	NA	NA	NA
bis(2-Ethylhexyl)phthalate	35	140	1200	NA	NA	ND	ND	0.07 J	ND
Butylbenzylphthalate	1200	14000	230	NA	NA	NA	NA	NA	NA
Caprolactam	31000	340000	12	NA	NA	NA	NA	NA	NA
Carbazole	24	96	NS	NA	NA	NA	NA	NA	NA
Chrysene	450	1700	80	0.0069 J	ND	0.042 J	0.045	ND	ND
(Dibenzo(a,h)anthracene	0.5	2	0.8	0.0011 J	ND	NA	NA	NA	NA
Dibenzofuran	NS	NS	NS	NA	NA	NA	NA	NA	NA
Diethylphthalate	49000	550000	88	NA	NA	NA	NA	NA	NA
Dimethylphthalate	NS	NS	NS	NA	NA	NA	NA	NA	NA
Di-n-butylphthalate	6100	68000	760	NA	NA	NA	NA	NA	NA
Di-n-octyl phthalate	2400	27000	3300	NA	NA	NA	NA	NA	NA
Fluoranthene	2300	24000	1300	0.018	0.0015 J	0.062 J	0.062	0.028 J	ND
Fluorene	2300	24000	170	ND	ND	NA	NA	NA	NA
Hexachlorobenzene	0.3	1	0.2	NA	NA	NA	NA	NA	NA
Hexachlorobutadiene	6	25	0.6	NA	NA	NA	NA	NA	NA
Hexachlorocyclopentadiene	45	110	320	NA	NA	NA	NA	NA	NA
Hexachloroethane	12	48	0.2	NA	NA	NA	NA	NA	NA
Indeno(1,2,3-cd)pyrene	5	17	7	0.0056 J	ND	NA	NA	NA	NA
Isophorone	510	2000	0.2	NA	NA	NA	NA	NA	NA
Napthalene	6	17	26	ND	ND	NA	NA	NA	NA
Nitrobenzene	5	14	0.2	NA	NA	NA	NA	NA	NA
n-Nitrosodimethylamine	0.7	0.7	0.7	NA	NA	NA	NA	NA	NA
N-Nitrosodi-n-propylamine	0.2	0.3	0.2	NA	NA	NA	NA	NA	NA
N-Nitrosodiphenylamine	99	390	0.4	NA	NA	NA	NA	NA	NA
p-Chloro-m-cresol	NS	NS	NS	NA	NA	NA	NA	NA	NA
Pentachlorobenzene	NS	NS	NS	NA	NA	NA	NA	NA	NA
Phenanthrene	NS	300000	NS	0.0061 J	0.0021 J	0.031 J	0.041	ND	ND
Phenol	16000	210000	8	NA	NA	NA	NA	NA	NA
Pyrene	1700	18000	840	0.014	0.00091	0.068 J	0.072	0.025 J	ND
Total SVOC TICs	NS	NS	NS	NA	NA	1.067 J	0.867 J	0.145	NA

Notes & Abbreviations:
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 NA - Analyte not analyzed
 J - Indicates an estimated value
 NS - No NJDEP Soil Cleanup Criteria exists for this compound
 Bold and shaded analytical results exceed associated cleanup criteria
 Bgs - below ground surface

Table 2C - Boswell
Soil Analytical Results Compared to NJDEP SRS - Metals
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S1 (S1-1 to S1-14) L1633789-01 10/20/2016 Composite 0.0-7.0 Sediment mg/kg Result 14000	S2 (S2-1 to S2-14) L1633789-04 R1 10/20/2016 Composite 0.0-7.0 Sediment mg/kg Result 10000	S3 (S3-1 to S3-14) L1633789-06 10/20/2016 Composite 0.0-7.0 Sediment mg/kg Result 8400	S4 (S4-1 to S4-14) L1633789-08 10/20/2016 Composite 0.0-7.0 Sediment mg/kg Result 8200
Lab ID:							
Sample Date:							
Sample Depth (feet bgs):							
Sample Matrix:							
Sample Units:							
Metals	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Aluminum	78000	NS	6000	1.2	0.96	0.49	ND
Antimony	31	450	6	6.7	6	3.1	3
Arsenic	19*	19*	19	88	64	39	48
Barium	16000	59000	2100	0.71	0.56	0.4	0.42
Beryllium	16	140	0.7	0.75	0.67	0.32	0.33
Cadmium	78	78	2	2900	1800	1400	2000
Calcium	NS	NS	NS	23	18	15	15
Chromium	240	20	NS	9	8.3	5	5.9
Cobalt	1600	590	90	26	24	12	16
Copper	3100	45000	11000	18000	18000	12000	11000
Iron	NS	NS	NS	39	40	20	18
Lead	400	800	90	2300	2000	1400	1500
Magnesium	NS	NS	NS	160	280	71	74
Manganese	11000	5900	65	0.14	0.11	0.05	0.05
Mercury	23	65	0.1	14	12	7.4	7.8
Nickel	1600	23000	48	280	250	150	140
Potassium	NS	NS	NS	0.53	ND	ND	ND
Selenium	390	5700	11	ND	ND	ND	ND
Silver	390	5700	1	190	110	91	110
Sodium	NS	NS	NS	ND	ND	ND	ND
Thallium	NS	NS	3	63	48	41	45
Vanadium	78	1100	NS	110	100	50	58
Zinc	23000	110000	930				

Notes & Abbreviations:

ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2D - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S1-9 L1633789-14 10/20/2016 4.0-4.5 Sediment mg/kg	S1-10 L1633789-15 10/20/2016 4.5-5.0 Sediment mg/kg	S1-11 L1633789-16 10/20/2016 5.0-5.5 Sediment mg/kg	S1-12 L1633789-17 10/20/2016 5.5-6.0 Sediment mg/kg	S1-13 L1633789-18 10/20/2016 6.0-6.5 Sediment mg/kg	S1-14 L1633789-19 10/20/2016 6.5-7.0 Sediment mg/kg
Pesticides	mg/kg	mg/kg	mg/kg	Result	Result	Result	Result	Result	Result
4,4'-DDD	3	13	4	0.192	0.0288	0.00178	ND	ND	ND
4,4'-DDE	2	9	18	0.064	0.00966	ND	0.00148	ND	ND
4,4'-DDT	2	8	11	0.00268	0.00312	ND	ND	ND	ND
Aldrin	0.04	0.2	0.2	ND	ND	ND	ND	ND	ND
alpha-BHC	0.1	0.5	0.002	ND	ND	ND	ND	ND	ND
alpha-Chlordane (cis)	0.2	1	0.05	0.0025	ND	ND	0.00268	ND	ND
beta-BHC	0.4	2	0.002	ND	ND	ND	ND	ND	ND
Chlordane	0.2	1	0.05	ND	ND	ND	ND	ND	ND
delta-BHC	NS	NS	NS	ND	ND	ND	ND	ND	ND
Dieldrin	0.04	0.2	0.003	0.00083	ND	ND	ND	ND	ND
Endosulfan I	470	6800	4	ND	ND	ND	ND	ND	ND
Endosulfan II	470	6800	4	ND	ND	ND	ND	ND	ND
Endosulfan sulfate	470	6800	2	ND	ND	ND	ND	ND	ND
Endrin	23	340	1	ND	ND	ND	ND	ND	ND
Endrin aldehyde	NS	NS	NS	ND	ND	ND	ND	ND	ND
Endrin ketone	NS	NS	NS	ND	ND	ND	ND	ND	ND
gamma-BHC (Lindane)	0.4	2	0.002	ND	ND	ND	ND	ND	ND
gamma-Chlordane (trans)	0.2	1	0.05	0.00367	ND	ND	0.00409	ND	ND
Heptachlor	0.1	0.7	0.5	ND	ND	ND	ND	ND	ND
Heptachlor epoxide	0.07	0.3	0.01	0.0064	ND	0.00385	0.00298	ND	ND
Methoxychlor	390	5700	160	ND	ND	ND	ND	ND	ND
Toxaphene	0.6	3	0.3	ND	ND	ND	ND	ND	ND

Notes & Abbreviations:

ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2D - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non-Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S2-9	S2-10	S2-11	S2-12	S2-13	S2-14
Lab ID:	mg/kg	mg/kg	mg/kg	L1633789-20	L1633789-21	L1633789-22	L1633789-23	L1633789-24	L1633789-25
Sample Date:				10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
Sample Depth (feet bgs):				4.0-4.5	4.5-5.0	5.0-5.5	5.5-6.0	6.0-6.5	6.5-7.0
Sample Matrix:				Sediment	Sediment	Sediment	Sediment	Sediment	Sediment
Sample Units:				mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Pesticides				Result	Result	Result	Result	Result	Result
4,4'-DDD	3	13	4	0.0184	0.0284	ND	0.00836	0.0732	ND
4,4'-DDE	2	9	18	0.00907	0.0145	ND	0.00382	0.0311	ND
4,4'-DDT	2	8	11	ND	ND	ND	ND	0.00232	ND
Aldrin	0.04	0.2	0.2	ND	ND	ND	ND	ND	ND
alpha-BHC	0.1	0.5	0.002	ND	ND	ND	ND	ND	ND
alpha-Chlordane (cis)	0.2	1	0.05	0.00119	ND	0.00445	ND	0.00332	0.0029
beta-BHC	0.4	2	0.002	ND	ND	ND	ND	ND	ND
Chlordane	0.2	1	0.05	ND	ND	ND	ND	ND	ND
delta-BHC	NS	NS	NS	ND	ND	ND	ND	ND	ND
Dieldrin	0.04	0.2	0.003	ND	ND	ND	ND	ND	ND
Endosulfan I	470	6800	4	ND	ND	ND	ND	ND	ND
Endosulfan II	470	6800	4	ND	ND	ND	ND	ND	ND
Endosulfan sulfate	470	6800	2	ND	ND	ND	ND	ND	ND
Endrin	23	340	1	ND	ND	ND	ND	ND	ND
Endrin aldehyde	NS	NS	NS	ND	ND	ND	ND	ND	ND
Endrin ketone	NS	NS	NS	ND	ND	ND	ND	ND	ND
gamma-BHC (Lindane)	0.4	2	0.002	ND	ND	ND	ND	ND	ND
gamma-Chlordane (trans)	0.2	1	0.05	0.0027	0.00253	0.00508	ND	0.00541	0.00552
Heptachlor	0.1	0.7	0.5	ND	ND	ND	ND	ND	ND
Heptachlor epoxide	0.07	0.3	0.01	ND	0.00228	ND	ND	0.00411	ND
Methoxychlor	390	5700	160	ND	ND	ND	ND	ND	ND
Toxaphene	0.6	3	0.3	ND	ND	ND	ND	ND	ND

Notes & Abbreviations:

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NA - Analyte not analyzed
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Bold and shaded analytical results exceed associated cleanup criteria
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Table 2D - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Remediation Standard	NJDEP 2017 Non-Residential Direct Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S3-9	S3-10	S3-11	S3-12	S3-13	S3-14
Lab ID:	mg/kg	mg/kg	mg/kg	L1633789-26	L1633789-27	L1633789-28	L1633789-29	L1633789-30	L1633789-31
Sample Date:				10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
Sample Depth (feet bgs):				4.0-4.5	4.5-5.0	5.0-5.5	5.5-6.0	6.0-6.5	6.5-7.0
Sample Matrix:				Sediment	Sediment	Sediment	Sediment	Sediment	Sediment
Pesticides	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
4,4'-DDD	3	13	4	0.00168	0.00768	0.00986	0.00113	0.00134	ND
4,4'-DDE	2	9	18	0.00054	0.00319	0.0023	ND	ND	ND
4,4'-DDT	2	8	11	ND	ND	ND	ND	ND	ND
Aldrin	0.04	0.2	0.2	ND	ND	ND	ND	ND	ND
alpha-BHC	0.1	0.5	0.002	ND	ND	ND	ND	ND	ND
alpha-Chlordane (cis)	0.2	1	0.05	0.00107	0.00111	ND	ND	ND	ND
beta-BHC	0.4	2	0.002	ND	ND	ND	ND	ND	ND
Chlordane	0.2	1	0.05	ND	ND	ND	ND	ND	ND
delta-BHC	NS	NS	NS	ND	ND	ND	ND	ND	ND
Dieldrin	0.04	0.2	0.003	ND	ND	ND	ND	ND	ND
Endosulfan I	470	6800	4	ND	ND	ND	ND	ND	ND
Endosulfan II	470	6800	4	ND	ND	ND	ND	ND	ND
Endosulfan sulfate	470	6800	2	ND	ND	ND	ND	ND	ND
Endrin	23	340	1	ND	ND	ND	ND	ND	ND
Endrin aldehyde	NS	NS	NS	ND	ND	ND	ND	ND	ND
Endrin ketone	NS	NS	NS	ND	ND	ND	ND	ND	ND
gamma-BHC (Lindane)	0.4	2	0.002	ND	ND	ND	ND	ND	ND
gamma-Chlordane (trans)	0.2	1	0.05	0.00163	0.00163	0.00257	ND	ND	ND
Heptachlor	0.1	0.7	0.5	ND	ND	ND	ND	ND	ND
Heptachlor epoxide	0.07	0.3	0.01	ND	0.00125	ND	ND	ND	ND
Methoxychlor	390	5700	160	ND	ND	ND	ND	ND	ND
Toxaphene	0.6	3	0.3	ND	ND	ND	ND	ND	ND

Notes & Abbreviations:

ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2D - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non-Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S4-9	S4-10	S4-11	S4-12	S4-13
Lab ID:	mg/kg	mg/kg	mg/kg	L1633789-32	L1633789-33	L1633789-34	L1633789-35	L1633789-36
Sample Date:				10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
Sample Depth (feet bgs):				4.0-4.5	4.5-5.0	5.0-5.5	5.5-6.0	6.0-6.5
Sample Matrix:				Sediment	Sediment	Sediment	Sediment	Sediment
Sample Units:				mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Pesticides				Result	Result	Result	Result	Result
4,4'-DDD	3	13	4	0.013	0.00227	0.00191	ND	0.0041
4,4'-DDE	2	9	18	0.00537	ND	ND	ND	0.00094
4,4'-DDT	2	8	11	ND	ND	ND	ND	ND
Aldrin	0.04	0.2	0.2	ND	ND	ND	ND	ND
alpha-BHC	0.1	0.5	0.002	ND	ND	ND	ND	ND
alpha-Chlordane (cis)	0.2	1	0.05	0.00152	ND	ND	ND	ND
beta-BHC	0.4	2	0.002	ND	ND	ND	ND	ND
Chlordane	0.2	1	0.05	ND	ND	ND	ND	ND
delta-BHC	NS	NS	NS	ND	ND	ND	ND	ND
Dieldrin	0.04	0.2	0.003	ND	ND	ND	ND	ND
Endosulfan I	470	6800	4	ND	ND	ND	ND	ND
Endosulfan II	470	6800	4	ND	ND	ND	ND	ND
Endosulfan sulfate	470	6800	2	ND	ND	ND	ND	ND
Endrin	23	340	1	ND	ND	ND	ND	ND
Endrin aldehyde	NS	NS	NS	ND	ND	ND	ND	ND
Endrin ketone	NS	NS	NS	ND	ND	ND	ND	ND
gamma-BHC (Lindane)	0.4	2	0.002	ND	ND	ND	ND	ND
gamma-Chlordane (trans)	0.2	1	0.05	0.00378	ND	0.0022	0.0021	0.00264
Heptachlor	0.1	0.7	0.5	ND	ND	ND	ND	ND
Heptachlor epoxide	0.07	0.3	0.01	ND	ND	ND	ND	ND
Methoxychlor	390	5700	160	ND	ND	ND	ND	ND
Toxaphene	0.6	3	0.3	ND	ND	ND	ND	ND

Notes & Abbreviations:

ND - Analyte not detected

NA - Analyte not analyzed

J - Indicates an estimated value

NS - No NJDEP Soil Cleanup Criteria exists for this compound

Bold and shaded analytical results exceed associated cleanup criteria

Bgs - below ground surface

Table 2D - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non-Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S4-14	S1 (S1-1 to S1-14)	S2 (S2-1 to S2-14)	S3 (S3-1 to S3-14)	S4 (S4-1 to S4-14)
Lab ID:	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
Sample Date:								
Sample Depth (feet bgs):								
Sample Matrix:								
Pesticides	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
4,4'-DDD	3	13	4	0.00167	0.262	0.249	0.0578	0.152
4,4'-DDE	2	9	18	ND	0.106	0.0502	0.0282	0.052
4,4'-DDT	2	8	11	ND	0.0279	0.00474	0.00342	0.00362
Aldrin	0.04	0.2	0.2	ND	NA	NA	NA	NA
alpha-BHC	0.1	0.5	0.002	ND	NA	NA	NA	NA
alpha-Chlordane (cis)	0.2	1	0.05	ND	0.0554	0.0206	0.00674	0.014
beta-BHC	0.4	2	0.002	ND	NA	NA	ND	NA
Chlordane	0.2	1	0.05	ND	0.542	ND	ND	ND
delta-BHC	NS	NS	NS	ND	NA	NA	NA	NA
Dieldrin	0.04	0.2	0.003	ND	NA	ND	ND	0.00193
Endosulfan I	470	6800	4	ND	NA	NA	NA	NA
Endosulfan II	470	6800	4	ND	NA	NA	NA	NA
Endosulfan sulfate	470	6800	2	ND	NA	NA	NA	NA
Endrin	23	340	1	ND	NA	NA	NA	NA
Endrin aldehyde	NS	NS	NS	ND	NA	NA	NA	NA
Endrin ketone	NS	NS	NS	ND	NA	NA	NA	NA
gamma-BHC (Lindane)	0.4	2	0.002	ND	NA	NA	NA	NA
gamma-Chlordane (trans)	0.2	1	0.05	0.00265	0.0422	0.0126	0.00672	0.012
Heptachlor	0.1	0.7	0.5	ND	NA	NA	NA	NA
Heptachlor epoxide	0.07	0.3	0.01	ND	0.0157	0.0134	0.00482	0.00313
Methoxychlor	390	5700	160	ND	NA	NA	NA	NA
Toxaphene	0.6	3	0.3	ND	NA	NA	NA	NA

Notes & Abbreviations:

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Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2E - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Polychlorinated Biphenyls
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non-Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S1-9	S1-10	S1-11	S1-12	S1-13	S1-14	S2-9
Lab ID:				L1633789-14	L1633789-15	L1633789-16	L1633789-17	L1633789-18	L1633789-19	L1633789-20
Sample Date:				10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
Sample Depth (feet bgs):				4.0-4.5	4.5-5.0	5.0-5.5	5.5-6.0	6.0-6.5	6.5-7.0	4.0-4.5
Sample Matrix:				Sediment	Sediment	Sediment	Sediment	Sediment	Sediment	Sediment
Sample Units:				mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
PCBs	0.2	1	0.2	Result	Result	Result	Result	Result	Result	Result
AROCCLOR 1016				ND	ND	ND	ND	ND	ND	ND
AROCCLOR 1221				ND	ND	ND	ND	ND	ND	ND
AROCCLOR 1232				ND	ND	ND	ND	ND	ND	ND
AROCCLOR 1242				ND	ND	ND	ND	ND	ND	ND
AROCCLOR 1248				ND	ND	ND	ND	ND	ND	ND
AROCCLOR 1254				ND	0.0432	ND	ND	ND	ND	0.0176
AROCCLOR 1260				0.0121	0.0153	ND	0.0157	ND	ND	0.00931
AROCCLOR 1262				ND	ND	ND	ND	ND	ND	ND
AROCCLOR 1268				ND	ND	ND	ND	ND	ND	ND
Total PCBs	0.2	1	0.2	0.0121	0.0585	ND	0.0157	ND	ND	0.0271

Notes & Abbreviations:

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Bgs - below ground surface

Table 2
Sediment Analytical Results Compared to NJDEP SRS - Polychlorinated Biphenyls
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non-Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S2-10	S2-11	S2-12	S2-13	S2-14	S3-9	S3-10
Lab ID:				L1633789-21	L1633789-22	L1633789-23	L1633789-24	L1633789-25	L1633789-26	L1633789-27
Sample Date:				10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
Sample Depth (feet bgs):				4.5-5.0	5.0-5.5	5.5-6.0	6.0-6.5	6.5-7.0	4.0-4.5	4.5-5.0
Sample Matrix:				Sediment	Sediment	Sediment	Sediment	Sediment	Sediment	Sediment
Sample Units:				mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
PCBs				Result	Result	Result	Result	Result	Result	Result
AROCLOR 1016	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1221	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1232	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1242	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1248	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1254	0.2	1	0.2	0.0126	ND	ND	ND	ND	ND	ND
AROCLOR 1260	0.2	1	0.2	0.00753	ND	0.0116	ND	ND	ND	ND
AROCLOR 1262	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1268	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
Total PCBs	0.2	1	0.2	0.0201	ND	0.0116	ND	ND	ND	ND

Notes & Abbreviations:

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Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2E - Boswell
Sediment Analytical Results Compared to NJDEP SRS - Polychlorinated Biphenyls
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Remediation Standard	NJDEP 2017 Non-Residential Direct Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S3-11	S3-12	S3-13	S3-14	S4-9	S4-10	S4-11
Lab ID:										
Sample Date:										
Sample Depth (feet bgs):										
Sample Matrix:										
Sample Units:										
PCBs	mg/kg	mg/kg	mg/kg							
AROCLOR 1016	0.2	1	0.2	L1633789-28	L1633789-29	L1633789-30	L1633789-31	L1633789-32	L1633789-33	L1633789-34
AROCLOR 1221	0.2	1	0.2	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
AROCLOR 1232	0.2	1	0.2	5.0-5.5	5.5-6.0	6.0-6.5	6.5-7.0	4.0-4.5	4.5-5.0	5.0-5.5
AROCLOR 1242	0.2	1	0.2	Sediment	Sediment	Sediment	Sediment	Sediment	Sediment	Sediment
AROCLOR 1248	0.2	1	0.2	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
AROCLOR 1254	0.2	1	0.2	Result	Result	Result	Result	Result	Result	Result
AROCLOR 1260	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1262	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
AROCLOR 1268	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND
Total PCBs	0.2	1	0.2	ND	ND	ND	ND	ND	ND	ND

Notes & Abbreviations:

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NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface

Table 2 - Caldwell
Sediment Analytical Results Compared to NJDEP SRS - Polychlorinated Biphenyls
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	S4-12	S4-13	S4-14	S1 (S1-1 to S1-14)	S2 (S2-1 to S2-14)	S3 (S3-1 to S3-14)	S4 (S4-1 to S4-14)
Lab ID:				L1633789-35	L1633789-36	L1633789-37	L1633789-01	L1633789-04 R1	L1633789-06	L1633789-08
Sample Date:				10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016	10/20/2016
Sample Depth (feet bgs):				5.5-6.0	6.0-6.5	6.5-7.0	Composite 0.0-7.0	Composite 0.0-7.0	Composite 0.0-7.0	Composite 0.0-7.0
Sample Matrix:				Sediment	Sediment	Sediment	Sediment	Sediment	Sediment	Sediment
Sample Units:				mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg	mg/kg
PCBs				Result	Result	Result	Result	Result	Result	Result
AROCOLOR 1016	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
AROCOLOR 1221	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
AROCOLOR 1232	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
AROCOLOR 1242	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
AROCOLOR 1248	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
AROCOLOR 1254	0.2	1	0.2	ND	ND	ND	0.209	0.0625	0.0774	0.0696
AROCOLOR 1260	0.2	1	0.2	ND	ND	ND	0.0627	0.0184	0.0235	0.0186
AROCOLOR 1262	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
AROCOLOR 1268	0.2	1	0.2	ND	ND	ND	NA	NA	NA	NA
Total PCBs	0.2	1	0.2	ND	ND	ND	0.272	0.0809	0.101	0.0882

Notes & Abbreviations:

ND - Analyte not detected
 NA - Analyte not analyzed
 J - Indicates an estimated value
 NS - No NJDEP Soil Cleanup Criteria exists for this compound
 Bold and shaded analytical results exceed associated cleanup criteria
 Bgs - below ground surface



Legend

- Block 606, Lot 1
- Sample Location



Figure 7
Soil/Sediment Sample Location
Map
(2016)

Walker's Pond
 400 Mountain Ave.
 Block 606, Lot 1
 North Caldwell Borough
 Essex County, New Jersey
 ASGECI Project #3669

200

Feet

AMY S. GREENE
 ENVIRONMENTAL
 CONSULTANTS.

Table 3A - ASGEC
Soil Analytical Results Compared to NJDEP SRS - Metals
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:		NJDEP 2017 Residential Direct Contact Soil Remediation Standard		NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard		NJDEP 2013 Impact To Ground Water Soil Screening Level		SED-1 6040527-05 4/13/2016 Composite Sediment mg/kg	
Lab ID:	Sample Date:	mg/kg		mg/kg		mg/kg		Result	MDL
Sample Depth (feet bgs):	Sample Matrix:	mg/kg		mg/kg		mg/kg		mg/kg	
Sample Units:		mg/kg		mg/kg		mg/kg		mg/kg	
Metals		78000		NS		6000		NA	NA
Aluminum		31		450		6		NA	NA
Antimony		19*		19*		19		4.25	1.61
Arsenic		16000		59000		2100		NA	NA
Barium		16		140		0.7		NA	NA
Beryllium		78		78		2		NA	NA
Cadmium		NS		NS		NS		NA	NA
Calcium		240		20		NS		NA	NA
Chromium		1600		590		90		NA	NA
Cobalt		3100		45000		11000		NA	NA
Copper		NS		NS		NS		NA	NA
Iron		400		800		90		56.1	1.61
Lead		NS		NS		NS		NA	NA
Magnesium		11000		5900		65		NA	NA
Manganese		23		65		0.1		NA	NA
Mercury		1600		23000		48		NA	NA
Nickel		NS		NS		NS		NA	NA
Potassium		390		5700		11		NA	NA
Selenium		390		5700		1		NA	NA
Silver		NS		NS		NS		NA	NA
Sodium		NS		NS		3		NA	NA
Thallium		78		1100		NS		NA	NA
Vanadium		23000		110000		930		NA	NA
Zinc								NA	NA

Notes & Abbreviations:

ND - Analyte not detected

NA - Analyte not analyzed

J - Indicates an estimated value

NS - No NJDEP Soil Cleanup Criteria exists for this compound

Bold and shaded analytical results exceed associated cleanup criteria

Bgs - below ground surface

Table 3B - ASGEC
Sediment Analytical Results Compared to NJDEP SRS - Pesticides
Walker's Pond
400 Mountain Avenue
North Caldwell, Essex County, NJ

Sample ID:	NJDEP 2017 Residential Direct Contact Soil Remediation Standard	NJDEP 2017 Non- Residential Direct Contact Soil Remediation Standard	NJDEP 2013 Impact To Ground Water Soil Screening Level	SED-1 6040527-05 4/13/2016 Composite Sediment
Lab ID:				
Sample Date:				
Sample Depth (feet bgs):				
Sample Matrix:				
Sample Units:				
Pesticides	mg/kg	mg/kg	mg/kg	mg/kg
4,4'-DDD	3	13	4	0.0268
4,4'-DDE	2	9	18	0.0345
4,4'-DDT	2	8	11	0.0131
Aldrin	0.04	0.2	0.2	ND
alpha-BHC	0.1	0.5	0.002	ND
alpha-Chlordane (cis)	0.2	1	0.05	NA
beta-BHC	0.4	2	0.002	0.00592
Chlordane	0.2	1	0.05	0.123
delta-BHC	NS	NS	NS	ND
Dieldrin	0.04	0.2	0.003	ND
Endosulfan I	470	6800	4	0.00416
Endosulfan II	470	6800	4	0.00327
Endosulfan sulfate	470	6800	2	0.00327
Endrin	23	340	1	0.00309
Endrin aldehyde	NS	NS	NS	ND
Endrin ketone	NS	NS	NS	ND
gamma-BHC (Lindane)	0.4	2	0.002	ND
gamma-Chlordane (trans)	0.2	1	0.05	NA
Heptachlor	0.1	0.7	0.5	0.00352
Heptachlor epoxide	0.07	0.3	0.01	ND
Methoxychlor	390	5700	160	0.00383
Toxaphene	0.6	3	0.3	ND

Notes & Abbreviations:

ND - Analyte not detected
NA - Analyte not analyzed
J - Indicates an estimated value
NS - No NJDEP Soil Cleanup Criteria exists for this compound
Bold and shaded analytical results exceed associated cleanup criteria
Bgs - below ground surface



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BID DOCUMENTS

Previous Work Experience

Equipment List

New Jersey Public Works Contractor Registration Certificate No. 61752

New Jersey Business Registration Certificate No. 0610107

New Jersey Certificate of Employee Information Report No. 22643

New Jersey Certificate of Authority

New Jersey WBE Certificate No. 71279-15

New Jersey DOT Classification No. M6435

New Jersey DPMC Classification \$160,000,000

New Jersey Schools Development Authority Classification \$160,000,000

New Jersey Turnpike Authority Classification

New York Certificate of Authority

Port Authority of New York & New Jersey WBE Certificate

Pennsylvania Certificate of Authority

Principal Individual's Qualifications

Bank, Credit, Surety & Insurance References

Current Contracts on Hand

List of Subcontractors on As Needed Basis

Other Requirements by Owner (if applicable):

1. _____
2. _____
3. _____
4. _____



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PREVIOUS WORK EXPERIENCE

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>CONTACT</u>	<u>AMOUNT</u>	<u>COMPLETED</u>
CITY OF PATERSON 155 MARKET STREET PATERSON NJ 07505	EMERGENCY SEWER MAIN REPAIRS REPLACEMENT OVER 48" DIAMETER	HARRY CEVALLOS CITY OF PATERSON 973.321.1366	\$988,302	November-19
CITY OF PATERSON 155 MARKET STREET PATERSON NJ 07505	SEWER MAIN REPAIRS REPLACEMENT UP TO 48" DIAMETER	HARRY CEVALLOS CITY OF PATERSON 973.321.1366	\$3,271,220	November-19
TOWNSHIP OF EDISON 100 MUNICIPAL BOULEVERD EDISON NJ 08817	EMERGENCY SANITARY COLLECTION SYSTEM REPAIRS	LAURA POICK TOWNSHIP OF EDISON 732.248.7407	\$2,890,450	November-19
TOWNSHIP OF DELRAN 900 CHESTER AVENUE DELRAN NJ 08075	ANNUAL MAINTENANCE REPAIR SANITARY SEWER SYSTEM	JAMES WICKOWSKI CME ASSOCIATES 732.462.7400	\$34,955	November-19
CITY OF PATERSON 155 MARKET STREET PATERSON NJ 07505	EMERGENCY SEWER LATERAL REPAIRS	HARRY CEVALLOS CITY OF PATERSON 973.321.1366	\$648,092	November-19
CITY OF NEWARK 920 BROAD STREET NEWARK NJ 07102	REPAIR WATER MAIN SERVICE LEAKS DISCONNECTION WATER MAIN SERVICES	JOHN GEORGE CITY OF NEWARK 973.256.4965	\$3,685,319	November-19
BOROUGH OF BERGENFIELD 198 NORTH WASHINGTON AVENUE BERGENFIELD NJ 07621	EMERGENCY REPAIR FOSTER ST & NEW BRIDGE RD	KAREN GLASS 201.387.4055	\$50,000	November-19
NJDOT 1035 PARKWAY AVENUE TRENTON NJ 08625	RT. 94 BLACK CREEK TRIBUTARY REPLACEMENT VERNON	AKIT PATEL NJDOT 609.530.6371	\$1,314,268	October-19
COUNTY OF MONMOUTH 300 HALLS MILL ROAD FREEHOLD NJ 07728	REPLACE BRIDGE A-4 HILLSDALE RD OVER BIG BROOK COLTS NECK	JACLYN TRAINOR COUNTY OF MONMOUTH 732.683.8644	\$1,638,029	October-19
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	TREMLEY POINT PHASE 1 WATERMAIN LINDEN	BRAD COLE NJAW 908.431.3230	\$1,229,525	October-19
CITY OF NEWBURGH 83 BROADWAY NEWBURGH NY 12550	WEST TRUNKLINE SEWER CORRIDOR IMPROVEMENTS	DANIELLE TRAINOR ENTECH 201.784.1034	\$277,440	October-19
MIDDLETOWN HOUSING AUTHORITY 2 OAKDALE DRIVE MIDDLETOWN NJ 07708	SITE RENOVATIONS ALICE V. TOMASO PLAZA	McKERNAN ARCHITECTS & ASSOC 732.671.2990	\$1,299,611	September-19

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NJ OFFICE OF DESIGN & CONSTRUCTION 33 WEST STATE STREET TRENTON NJ 08625	REHABILITATION OF LAKE MUSCONETCONG DAM	RICHARD FERRARA NJ OFFICE DESIGN 609.633.3914	\$490,027	September-19
BOROUGH OF CLIFFSIDE PARK 525 PALISADE AVENUE CLIFFSIDE PARK NJ 07010	CBDG FUNDED FRANKLIN AVE GLEN ST SANITARY SEWER IMPROVEMENTS	BOSWELL McCLAVE 201	\$1,070,103	September-19
ROCKLAND COUNTY SEWER DISTRICT 1 4 ROUTE 340 ORANGEBURG NY 10962	SPRING VALLEY SEWER SYSTEM REHABILITATION	DIANNE T. PHILLIPS RCSD 1 845.365.6111	\$269,115	August-19
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07103	SANITARY SEWER SYSTEM EXT	XAVIER PIMENTA REIVAX 973.817.5553	\$1,529,275	August-19
SUEZ WATER 461 FROM ROAD, SUITE 400 PARAMUS NJ 07652	SUMMIT CARLTON 42" WATER LEAK JERSEY CITY	KEVIN BAMBURAK SUEZ 201.631.4247	\$325,690	July-19
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	ITC EMERGENCY WATER MAIN MOUNT OLIVE	JOHN GILLESPIE 908.431.3259	\$624,927	July-19
JACKSON TOWNSHIP MUA 135 MANHATTAN STREET JACKSON NJ 08527	NORTH COOKS BRIDGE RD DUAL 16" SEWER DIRECTIONAL DRILL	EARL QUIJANO JACKSON MUA 732.928.2222	\$1,159,611	June-19
PORT AUTHORITY NY & NJ 150 GREENWICH STREET NEW YORK NY 10007	NEWARK LIBERTY AIRPORT FUEL FARM ROADWAY DRAINAGE IMPROVEMENTS EWR-924.288	PANYNJ BHUPENDRA PATEL 973.961.6405	\$434,853	March-19
BERGEN COUNTY UTILITIES AUTHORITY FOOT OF MEHRHOF ROAD LITTLE FERRY NJ 07643	SLUDGE TRANSFER AREA IMPROVEMENTS	DENNIS BOLLHARDT ALAIMO GROUP 201.807.8680	\$144,000	March-19
PASSAIC VALLEY SEWERAGE COMM 600 WILSON AVENUE NEWARK NJ 07102	INFRASTRUCTURE REPAIRS INTERCEPTORS HYDRAULIC STRUCTURES AS NEEDED	JOHN ROTOLO PVSC 973.344.1800	\$873,534	January-19
SECOND RIVER JOINT MEETING 50 SOUTH FIRST STREET ELIZABETH NJ 07202	PROVIDING SANITARY SEWER TRUNKLINE EXCAVATION & REPAIR SERVICES (2 YEAR CONTRACT)	JAMES PALUCH SECOND RIVER JOINT MTG 908.353.1313	\$345,069	January-19
BOROUGH OF CARTERET 61 COOKE AVENUE CARTERET NJ 07008	ANNUAL SEWER SYSTEM EMERGENCY SERVICES	JOHN DuPONT CARTERET 732.541.3847	\$74,227	January-19
PASSAIC VALLEY WATER COMMISSION 1525 MAIN AVENUE CLIFTON NJ 07011	WATER SYSTEM INSTALLATION & REPAIR SERVICES	LINDA BECKERING PVSC 973.340.4315	\$3,489,505	January-19



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BOROUGH OF ELMWOOD PARK 182 MARKET STREET ELMWOOD PARK NJ 07407	2017 EMERGENCY WATER MAIN & SEWER REPAIR	PETER C. TEN KATE BOSWELL ENGINEERING 201.641.0770	\$160,000	December-18
TOWN OF PHILLIPSBURG 675 CORLISS AVENUE PHILLIPSBURG NJ 08865	ANNUAL SEWER SYSTEM REPAIRS	DENNIS YODER REMINGTON & YODER 856.795.9595	\$116,125	October-18
COUNTY OF ESSEX 465 DR. MARTIN LUTHER KING JR BLVD NEWARK NJ 07102	2017 DRAINAGE IMPROVEMENTS	LEONARD SORGE ESSEX COUNTY 973.621.5103	\$399,505	October-18
TOWNSHIP OF PARSIPPANY TROY HILLS 1001 PARSIPPANY BOULEVARD PARSIPPANY NJ 07054	TROY BROOK IMPROVEMENTS CULVERT NO. 5 CEDAR TERR & CULVERT NO. 6 LAKE DRIVE	LESLIE MILLER PARSIPPANY TROY HILLS 973.263.4377	\$1,251,000	October-18
COUNTY OF UNION 10 ELIZABETHTOWN ROAD ELIZABETH NJ 07207	MADISON HILL ROAD BRIDGE REPLACEMENT	TRACI PIZZI UNION COUNTY 908.527.4250	\$2,617,904	September-18
MOUNT LAUREL TOWNSHIP MUA 1201 SOUTH CHURCH STREET MOUNT LAUREL NJ 08054	HARTFORD ROAD FORCE MAIN REPLACEMENT	JACK NAGLE ALAIMO GROUP 609.267.8310	\$2,602,000	September-18
CITY OF PORT JERVIS 20 HAMMOND STREET PORT JERVIS NY 12771	CANAL IMPROVEMENT - CANAL ST TO KINGSTON AVE	KELLY DECKER McGOEY HAUSER & EDSALL 845.858.4000	\$2,669,684	September-18
BOROUGH OF MIDDLESEX 1200 MOUNTAIN AVENUE MIDDLESEX NJ 08846	GEORGE AVE DRAINAGE IMPROVEMENTS	CARLA LEWIS REMINGTON VERNICK & VENA 732.955.8000	\$467,734	August-18
BOROUGH OF MAYWOOD 15 PARK AVENUE MAYWOOD NJ 07607	MAYWOOD SANITARY SEWER IMPROVEMENTS NJEIT FUNDED	GREG POLYNIAC NEGLIA ENGINEERING 201.939.8805	\$467,052	August-18
RARITAN TOWNSHIP MUA 365 OLD YORK ROAD FLEMINGTON NJ 08822	RT. 31 INTERCEPTOR SEWER RELOCATION (FLEMINGTON)	NANCY WOHLLEB MOTT MacDONALD 973.912.2616	\$522,771	August-18
NEW JERSEY AMERICAN WATER 1025 LAUREL OAK ROAD VOORHEES NJ 08043	COASTAL OPERATIONS NORTH INSTALLATION UP TO AND WATER MAINS & APPURTENANCES INCLUDING 16-INCHES IN DIAMETER VARY IN LENGTH UP TO 4,000 LF; MAINTENANCE/REMOVAL/REPLACE REPAIR/RESTORE & RELATED SERVICES	LESLIE STEVES 856.309.4737	\$3,085,504	July-18
NEW JERSEY AMERICAN WATER 1025 LAUREL OAK ROAD VOORHEES NJ 08043	PLAINFIELD NETWORK & SEWER REPAIRS VARIOUS LOCATIONS	MIKE BANGE 908.791.3456	\$3,718,489	July-18



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NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE PLAINFIELD NJ 07062	ELIZABETH WATERMAIN VARIOUS LOCATIONS	MIKE BANGE 908.791.3456	\$1,235,829	July-18
NEW JERSEY AMERICAN WATER 1025 LAUREL OAK ROAD VOORHEES NJ 08043	STUYVESANT AVENUE UNION WATERMAIN INSTALLATION	MARK FITZPATRICK NJAW	\$2,763,610	June-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	QUAKER BRIDGE MALL (LAWRENCE) PIPE INSTALLATION VALVES & TAPPING SLEEVES	BRAD COLE 908.431.3230	\$176,735	June-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	VALLEY ROAD PHASE I PIPE INSTALLATION	JOHN GILLESPIE 908.431.3259	\$2,566,091	June-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	YOUMANS AVENUE (WASHINGTON) PIPE INSTALLATION	JOHN GILLESPIE 908.431.3259	\$438,998	June-18
NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE PLAINFIELD NJ 07062	48" PCCP WATERMAIN (MIDDLESEX) TEST PITS FACTORY LANE	MIKE BORMANN 908.216.6527	\$19,850	May-18
NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE PLAINFIELD NJ 07062	PLAINFIELD NETWORK & SEWER REPAIRS VARIOUS LOCATIONS	MIKE BANGE 908.791.3456	\$5,000,000	May-18
NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE PLAINFIELD NJ 07062	SHORT HILLS NETWORK & SEWER REPAIRS VARIOUS LOCATIONS	MIKE BANGE 908.791.3456	\$2,100,000	May-18
NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE PLAINFIELD NJ 07062	BELLE MEAD NETWORK & SEWER REPAIRS VARIOUS LOCATIONS	MIKE BANGE 908.791.3456	\$75,000	May-18
NEW JERSEY AMERICAN WATER 1341 NORTH AVENUE PLAINFIELD NJ 07062	WASHINGTON NETWORK & SEWER REPAIRS VARIOUS LOCATIONS	MIKE BANGE 908.791.3456	\$450,000	April-18
NEW JERSEY AMERICAN WATER 661 SHEWSBURY AVENUE SHEWSBURY NJ 07702	COASTAL WATER WATER MAIN SERVICES REPLACEMENT VARIOUS STREETS	PATRICK WESTHOVEN 908.745.8654	\$1,444,255	April-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	MONTGOMERY TOWNSHIP 16" WATER MAIN REPLACEMENT	LEONARD NITTY 908.482.5241	\$699,090	April-18
TOWNSHIP OF NORTH BRUNSWICK 710 HERMANN ROAD NORTH BRUNSWICK NJ 08902	HOW LANE PUMP STATION	DAVID COATES CME ASSOCIATES 732.727.8000	\$1,611,111	April-18



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NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	NORTH AVE TRANSMISSION MAIN REPLACEMENT FREDERICK TO MATINE (FANWOOD)	ROBERT BIEHLER 908.431.3256	\$1,742,509	April-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	PORTER ROAD (WEST ORANGE) PIPE INSTALLATION	JOHN GILLESPIE 908.431.3259	\$308,780	March-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	ELM ST & LINDEN RD (ROSELLE) PIPE INSTALLATION	BRADLEY COLE 856.287.9958	\$500,405	March-18
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	OAK LN (CRANFORD) PIPE INSTALLATION	BRADLEY COLE NJAW 856.287.9958	\$454,585	March-18
BOROUGH OF SUSSEX 2 MAIN STREET SUSSEX NJ 07461	LOOMIS AVE BRIDGE WATER LINE REPLACEMENT	MICHAEL RESTI CANNING GROUP 973.875.4831	\$116,111	February-18
COUNTY OF MERCER 640 SOUTH BROAD STREET TRENTON NJ 08611	REHAB MERCER CNTY BRIDGE NO. 212.12 OVER FIDDLERS CREEK (HOWELL)	LAUREN MANNING MERCER COUNTY 609.989.6716	\$2,860,434	February-18
PASSAIC VALLEY SEWER COMMISSION 600 WILSON AVENUE NEWARK NJ 07102	EMERGENCY SEWER REHAB RUTHERFORD-LYNHURST BRANCH	KRISTIE WAGNER 860.808.2278	\$3,466,573	February-18
TOWNSHIP OF WEST CALDWELL 30 CLINTON ROAD WEST CALDWELL NJ 07006	KIRKPATRICK LANE SANITARY SEWER PUMP STATION - REPLACE EXISTING VALVES	MARY DONOVAN 973.226.2300	\$59,614	December-17
TOWN OF NEWTON 39 TRINITY STREET NEWTON NJ 07860	FOX HOLLOW LAKE TRANSMISSION MAIN REPLACEMENT SPARTA/NEWTON	DAVID SIMMONS 973.948.6463	\$1,187,508	December-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	MORRIS COURT SUMMIT	JOHN GILLESPIE 908.431.3259	\$160,155	December-17
MANASQUAN RIVER REGIONAL SEWERAGE AUTHORITY HAVENS BRIDGE ROAD FARMINGDALE NJ 07727	UPPER MANASQUAN FORCE MAIN AIR RELEASE MANHOLE NO 5 AIR RELEASE VALVE ASSEMBLY	F. WILLIAM GROFF III 732.780.6565	\$196,000	December-17
MANASQUAN RIVER REGAIONAL SEWERAGE AUTHORITY HAVENS BRIDGE ROAD FARMINGDALE NJ 07727	LOWER MANASQUAN FORCE MAIN RELEASE MANHOLE AIR RELEASE VALVE ASSEMBLY REPLACEMENT	NICHOLAS BROWN 732.780.6565	\$163,509	December-17
JERSEY CITY MUA 555 ROUTE 440 JERSEY CITY NJ 07305	PUBLIC SCHOOL NO. 5 & GREEN INFRASTRUCTURE PROJECT	KEVIN CARR 201.432.0845	\$269,000	November-17



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TOMS RIVER MUA 340 WEST WATER STREET TOMS RIVER NJ 08753	SANITARY SEWER PIPE REHAB MAIN REPLACEMENT	NICHOLAS OTTEN 732.240.3500	\$1,569,111	November-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	KENILWORTH ROSELLE PARK	MARK FITZPATRICK 856.912.8757	\$2,116,981	November-17
COUNY OF BERGEN 1 BERGEN COUNTY PLAZA HACKENSACK NJ 07601	PROVIDE PRIORITY 2 MAIN BRIDGE REPAIR RAMAPO VALLEY ROAD OVER POND	JOHN LIBERTTI 201.336.6950	\$107,191	October-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	ROCK AVENUE PLAINFIELD	BRAD COLE 908.431.3230	\$617,125	September-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	SHORT HILLS OFFICE	NICHOLAS PINTO 973.564.5749	\$193,114	September-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	125 CROSS ST SEWER LAKEWOOD	SCOTT SEGAL 856.309.4766	\$107,100	September-17
PLAINFIELD MUA 127 ROOSEVELT AVENUE PLAINFIELD NJ 07060	CLINTON AVE SIPHON CHAMBER ACCESS IMPROVEMENTS	DOLLIE HAMLIN 908.226.2518	\$101,843	August-17
TOWNSHIP OF LYNDHURST 253 STUYVESANT AVENUE LYNDHURST NJ 07071	2016 WATER MAIN IMPROVEMENTS	BRIAN RILEY 201.939.8805	\$1,045,293	August-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	LAFAYETTE AVE PHASE I CHATHAM	JOHN GILLESPIE 908.431.3259	\$1,079,225	August-17
TOWNSHIP OF FLORENCE 711 BORAD STREET FLORENCE NJ 08518	CHESTNUT ST DRAINAGE REPAIR	MASER CONSULTING JAMES F. BIEGEN 856.797.0412	\$177,339	August-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	WOODSTOCK AVE MIDDLETOWN	SCOTT SEGAL 856.309.4766	\$17,493	July-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	COASTAL NORTH	LESLIE STEVES 856.309.4737	\$466,680	July-17
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07103	SANITARY & STORM SEWER IMPROVEMENTS AT VARIOUS LOCATIONS	DAVID BURNS 973.470.5817	\$1,063,692	July-17
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07103	BROAD STREET SANITARY SEWER BYPASS IMPROVEMENTS	DAVID BURNS 973.470.5817	\$19,850	June-17

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COUNTY OF ESSEX 465 DR MARTIN LUTHER KING JR BLVD NEWARK NJ 07102	MISC CONSTRUCTION ROADWAY & BRIDGES COUNTY OF ESSEX	SANJEEV VARGHESE 973.226.8500	\$231,693	June-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	ELMORA AVENUE CRANFORD	BRAD COLE 908.431.3230	\$33,651	June-17
SUEZ 461 FROM ROAD, SUITE 400 PARAMUS NJ 07652	PRV INSTALLATION 6TH AND MARIN BLVD	VITO SPADAVECCHIA 201.631.4247	\$377,830	June-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	SOUTHERN BLVD. CHATHAM TWN	JOHN GILLESPIE 908.431.3259	\$2,238,490	June-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	NORTH AVE FANWOOD	ROBERT BIEHLER 908.431.3256	\$344,209	May-17
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07013	BROAD ST SANITARY SEWER BYPASS	DOMINICK VILLANO 973.470.5793	\$54,257	April-17
MANCHESTER UTILITIES AUTHORITY 510 BELMONT AVENUE HALEDON NJ 07508	WATER DISTRIBUTION SYSTEM MAINTENANCE CONSTRUCTION & EMERGENCY REPAIRS	DENISE WAHAD 973.942.6538	\$215,303	April-17
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	LINDEN MAIN REPLACEMENTS	MARK FITZPATRICK 856.912.5757	\$3,494,453	March-17
MANCHESTER UTILITIES AUTHORITY 1180 HIGH MOUNTAIN ROAD NORTH HALEDON, NJ 07508	WATER DISTRIBUTION SYSTEM EMERGENCY REPAIRS	ANTHONY HARRINGTON 973.464.2092	\$215,304	March-17
TOWNSHIP OF MIDDLETOWN SEWERAGE AUTHORITY 100 BEVERLY WAY BELFORD NJ 07718	EFFLUENT CHMABER SLUICE GATE REPAIR	MASER CONSULTING JOHN VAN DORPE 732.383.1950	\$74,000	March-17
CITY OF NEWARK 920 BROAD STREET NEWARK, NJ 07102	EMERGENCY SEWER REPAIRS	JOHN GEORGE 973.256.4965	\$1,849,202	March-17
TOWN OF PHILLIPSBURG 675 CORLISS AVENUE PHILLIPSBURG NJ 08865	ANNUAL SEWER SYSTEM REPAIRS	REMINGTON VERNICK STEPHANIE UTHBERT 856.795.9595	\$163,933	February-17
SUSSEX COUNTY MUA 34 SOUTH RT 94 LAFAYETTE NJ 07848	PAULINSKILL BASIN WATER RECLAMATION SYSTEM	TIMOTHY BRADLEY 609.925.8821	\$1,003,920	February-17

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RIVERSIDE COOP C/O BOROUGH OF HAWORTH 300 HAWORTH AVENUE HAWORTH NJ 07641	EMERGENCY WATER & SEWER	ROBERT COSTA 201.487.0015	\$602,122	January-17
JACKSON TOWNSHIP MUA 135 MANHATTAN STREET JACKSON NJ 08527	HYSON ROAD WATER TREATMENT PLANT CAPACITY INCREASE	EARL QUIJANO 732.928.2222	\$116,002	December-16
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	ASBURY PARK & EATONTOWN	LESLIE STEVES 856.309.4737	\$573,669	December-16
BOROUGH OF HO-HO-KUS 333 WARREN AVENUE HOHOKUS NJ 07423	EASTGATE ROAD PUMP STATION REPLACEMENT	MASER CONSULTING	\$272,000	November-16
CAMDEN COUNTY MUA 1645 FERRY AVENUE CAMDEN NJ 08101	CSO SYSTEMNS UPGRADES	Any Kricun 856.541.7300	\$8,959,543	November-16
STATE OF NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVENUE TRENTON NJ 08625	ROUTE 19 VANHOUTEN AVE US ROUTE 46 DRAINAGE	Hiren Patel 201.835.2931	\$4,101,550	November-16
CITY OF PATERSON 155 MARKET STREET PATERON NJ 07505	EMERGENCY SEWER REPAIRS	MANNY OJEDA 973.321.1488	\$3,321,456	November-16
STATE OF NJ DEPT OF TRANSPORTATION 1035 PARKWAY AVENUE TRENTON NJ 08625	GLASERS POND DRAINAGE FRANKLIN LAKES	Bob Morley 201.359.7895	\$284,456	October-16
NEW JERSEY AMERICAN WATER 120 RAIDER BOULEVARD HILLSBOROUGH NJ 08844	MAPLEWOOD, IRVINGTON, HILLSIDE	NICHOLAS PINTO 973.564.5749	\$694,594	October-16
CITY OF NEWARK 920 BROAD STREET NEWARK, NJ 07102	REPAIR OF WATER MAINS	JOHN GEORGE 973.256.4965	\$3,396,593	September-16
TOWNSHIP OF GLOUCESTER 1261 CHEWS LANDING ROAD BLACKWOOD NJ 08033	REHAB OF BLACKWOOD LAKE DAM	REMINGTON VERNICK JOE RANGUSA 856.795.9595	\$618,233	September-16
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07013	MAPLEWOOD AVE SANITARY SEWER REPLACEMENT	DOMINICK VILLANO 973.470.5793	\$86,008	September-16
TOWNSHIP OF EDISON 100 MUNICIPAL BOULEVARD EDISON NJ 08817	EMERGENCY BYPASS CONNECTIONS AND WET WELL REHAB	LAURA POPICK 732.248.7407	\$1,293,002	August-16



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MERIDIAN HOSPITALS 1 RIVERVIEW DRIVE RED BANK NJ 07701	NORTH ST WATER LINE	BRIAN O'NEIL 732.751.0384	\$95,000	July-16
CITY OF NEWARK 920 BROAD STREET NEWARK NJ 07102	CONCRETE SIDEWALK RESTORATION OVER WATER/ SEWER UTILITY EXCAVATION	JOHN GEORGE 973.256.4965	\$121,321	June-16
COUNTY OF ESSEX 900 BLOOMFIELD AVE VERONA NJ 07444	MISCELLANEOUS DRAINAGE IMPROVEMENTS	LUIS RODRIGUES 973 226-8500, ext. 2650	\$619,255	June-16
ROCKLAND COUNTY SEWER DISTRICT NC WESTERN RAMAPO SEWER 4 ROUTE 340 ORANGEBURG, NY 10962	SYSTEM PINE GROVE	Michael R. Saber, P.E 845.365.6195	\$9,674,264	June-16
JERSEY CITY MUNI. UTILITIES AUTH. 555 ROUTE 440 JERSEY CITY NJ 07305	BROWN PLACE SEWER	KEVIN CARR 201.432.0845	\$5,408,118	June-16
SUEZ (UNITED WATER) 200 OLD HOOK ROAD HARRINGTON PARK NJ 07640	MAIN REPLACEMENT NEW YORK AVE, JERSEY CITY	VITO SPADAVECCHIA 201.631.4247	\$530,824	May-16
CITY OF NEWARK 920 BROAD STREET NEWARK, NJ 07102	CONCRETE SIDEWALK	JOHN GEORGE 973.256.4965	\$123,797	May-16
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07013	LEXINGTON AVE SANITARY SEWER REPLAMENT	DOMINICK VILLANO 973.470.5793	\$361,721	May-16
OLD BRIDGE MUA 15 THROCKMORTON LANE OLD BRIDGE NJ 08857	WATER MAIN INTERCONNECTION	MICHAEL DZIUBECK 732.727.8000	\$2,707,216	April-16
CITY OF CLIFTON 900 CLIFTON AVENUE CLIFTON NJ 07013	LEXINGTON AVE SANITARY SEWER REPLAMENT BERGEN AVE	DOMINICK VILLANO 973.470.5793	\$96,219	March-16
SUEZ (UNITED WATER) 200 OLD HOOK ROAD HARRINGTON PARK NJ 07640	JERSEY CITY - 4TH AND WASHINGTON MAIN REPLACMENT	VITO SPADAVECCHIA 201.631.4247	\$216,604	February-16
BOROUGH OF MILLTOWN 39 WASHINGTON AVE MILLTOWN NJ 08850	SANITARY SEWERAGE SYSTEM IMPROVEMENTS	NOLAN TOWERS 732.727.800	\$1,310,051	January-16
CITY OF NEWARK 920 BROAD STREET NEWARK, NJ 07102	EMERGENCY SEWER REPAIRS	JOHN GEORGE 973.256.4965	\$2,352,026	December-15
CITY OF PATERSON 155 MARKET STREET PATERSON NJ 07505	DEMO OF EXISTING WALL AND CONSTRUCTION OF NEW WALL	HARRY M. CEVALLOS 973.321.1340	\$227,787	December-15

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EAST ORANGE WATER COMMISSION 99 SOUTH GROVE STREET EAST ORANGE NJ 07018	WATER SYSTEM IMPROVEMENTS	DAN LAPINSKI 201.641.0770 BOSWELL McCLAVE	\$286,054	November-15
BOROUGH OF ORADELL 355 KINDERKAMACK ROAD ORADELL NJ 07649	PHASE 3 SANITARY SEWER IMPROVEMENTS	DAN LAPINSKI 201.641.0770 BOSWELL McCLAVE	\$912,485	November-15
BOROUGH OF WOODLAND PARK 5 BROPHY LANE WOODLAND PARK NJ 07644	SANITARY SEWER FORCE MAIN RECONSTRUCTION	THOMAS SOLFARO 201.939.8805 NEGLIA ENGINEERING	\$1,617,236	September-15
TOWNSHIP OF MOORESTOWN 111 WEST 2ND STREET MOORESTOWN	SECOND STREET WATER MAIN	JACK NAGLE 609.267.8310 ALAIMO GROUP	\$839,440	September-15
NJ AMERICAN WATER 1200 RAIDER BOULEVARD HILLSBOROUGH	FANWOOD SCOTCH PLAINS 48 MAIN REPLACEMENT	ROBERT BIEHLER 908.431.3256	\$1,872,662	October-15
US ARMY CORPS OF ENGINEERS NJ CIVIL WORKS OFFICE 68 FINDERNE AVENUE BRIDGEWATER NJ 08807	GREEN BROOK FLOOD DAMAGE REDUCTION PROJECT - SEGMENT B- 1, SEBRINGS MILLS ROAD BRIDGE RECONSTRUCTION	ERIK JARGER 908.393.6255	\$22,030,344	October-15
COUNTY OF BERGEN ONE BERGEN COUNTY PLAZA 4TH HACKENSACK NJ 07601	REPLACEMENT OF TEANECK ROAD CULVERT	LARRY BONGIOVANNI 201.336.6810	\$790,328	October-15
TOWNSHIP OF ROXBURY 1715 ROUTE 46 LEDGEWOOD NJ 07852	DEMOLITION AND ENVIRONMENTAL REMEDATION OF THE FORMER WORKS FACILITY	RICK BLOOD 973.448.2069	\$546,167	October-15
TOWNSHIP OF WOOD BRIDGE 1 MAIN STREET WOOD BRIDGE NJ 07095	SANITARY SEWER SPOT REPAIRS	SCOTT THOMPSON 732.602.6001	\$222,739	August-15
TOWNSHIP OF NORTH BERGEN 4233 KENNEDY BOULEVARD NORTH BERGEN NJ 07047	REHABILITATION OF RETAINING WALL AT LAURENE PLACE	RICK MGGRATH 201.641.0770 BOSWELL McCLAVE	\$102,868	August-15
CITY OF NEWARK 920 BROAD STREET NEWARK, NJ 07102	HAYNES AEVN 24" WATERMAIN REHAB	SANDRA SMITH 848.206.2618	\$1,273,322	June-15
NJ AMERICAN WATER 1200 RAIDER BOULEVARD HILLSBOROUGH	LINDEN MULTIPLE STREETS	ROBERT BIEHLER 908.431.3256	\$4,012,882	June-15
TOWN OF KEARNY 402 KEARNY AVENUE KEARNY, NJ 07032	NORTH HACKENSACK AVE WATER MAIN	KEVIN O'SULLIVAN 201.939.8805	\$739,243	May-15



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BOROUGH OF ROSELLE 210 CHESTNUT STREET ROSELLE NJ 07203	WEST BROOK PHASE IV FLOOD CONTROL PROJECT	JOSEPH VENEZIA 973.398.3100	\$10,170,681	April-15
TOWNSHIP OF MAPLEWOOD 574 VALLEY STREET MAPLEWOOD NJ 07040	DEMOLITION OF BUILDINGS AT 57 MAPLEWOOD AVE	CESAR A CORRE JR 973.762.8120	\$33,900	March-15
EAST ORANGE WATER COMMISSION 99 SOUTH GROVE STREET EAST ORANGE NJ 07018	WATERMAIN REPLACEMENTS OVER THE GARDEN STATE PARKWAY	SANDRA SMITH 848-206-2618	\$1,546,016	March-15
TOWN OF NEWBURGH 1496 ROUTE 300 NEWBURGH, NY 12550	GIDNEYTOWN SANITARY SEWER REPLACEMENT	NATE MEDFORD GHD 315.679. 5811	\$172,671	March-15
CITY OF TRENTON 319 EAST STATE STREET TRENTON NJ 08608	STUYVESANT AVE EMERGENCY REPAIR	JOSEPH VENEZIA 973.398.3100	\$181,692	January-15
COUNTY OF ESSEX 900 BLOOMFIELD AVE VERONA NJ 07044	MISC DRAINAGE IMPROVEMENTS	LUIS RODRIGUES 973 226-8500, ext. 2650	\$849,246	January-15



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The construction equipment schedule and/or the leased equipment schedule of NJDOT form DC-74A may be substituted for this form.

(F) STATEMENT OF PLANT & EQUIPMENT OWNED

	DESCRIPTION & CAPACITY OF ITEMS	AGE	PURCHASE PRICE	UNPAID BALANCE	PRESENT VALUE	CONDITION
	<u>ROLLERS</u>					
39	BOMAG BW-138AD ROLLER	2005	\$60,000.00	\$0.00	\$ 30,000.00	Excellent
37	BOMAG BW-900 ROLLER	2000	\$14,840.00	\$0.00	\$ 5,000.00	Good
92	INGERSOLL RAND DP112HF	2005	\$46,700.00	\$0.00	\$ 36,000.00	Excellent
161	INGERSOLL RAND V1338H6 ROLLER	2005	\$23,100.00	\$0.00	\$ 23,100.00	Good
n/a	MULTIQUIP/ESSICK V304EH WALK BEHIND ROLLER		\$9,600.00	\$0.00	\$ 9,600.00	Good
111	WACKER RD11A ROLLER		\$3,700.00	\$0.00	\$ 6,500.00	Good
205	BOMAG BW-100SL-5 ROLLER	2015	\$33,750.00	\$0.00	\$ 33,750.00	New
141	WACKER RT820 TRENCH COMPACTOR	1997	\$32,000.00	\$0.00	\$ 32,000.00	Good
41	WACKER RT820 TRENCH COMPACTOR	2001	\$15,000.00	\$0.00	\$ 5,000.00	Good
42	WACKER RT820 TRENCH COMPACTOR	2001	\$15,000.00	\$0.00	\$ 5,000.00	Good
168	WACKER RT820 TRENCH COMPACTOR	2001	missing info.	\$0.00	\$ 5,000.00	Good
125	INGERSOLL RAND SD100D COMPACTOR	2008	\$77,000.00	\$73,649.05	\$ 50,000.00	Excellent
127	INGERSOLL RAND DD22 ROLLER	2008	\$37,500.00	\$0.00	\$ 15,000.00	Good
155	RAMAX RW1403 TRENCH COMPACTOR	1994	\$800.00	\$0.00	\$ 800.00	Fair
224	WACKER RD12A ROLLER	2011	\$8,700.00	\$0.00	\$ 8,700.00	Good
224	WACKER RD12A ROLLER	2011	\$8,700.00	\$0.00	\$ 8,700.00	Good
334	WACKER RD12A ROLLER	2015	\$10,500.00	\$0.00	\$ 10,500.00	Excellent
257	WACKER RT82-SC ROLLER	2012	\$15,450.00	\$0.00	\$15,450.00	Excellent
290	WACKER RT82-SC ROLLER	2013	\$15,100.00	\$0.00	\$15,100.00	Excellent
305	BOMAG BW-100SL-5 ROLLER	2018	\$31,550.00	\$0.00	\$31,550.00	New
306	BOMAG BW-100SL-5 ROLLER	2018	\$31,550.00	\$0.00	\$31,550.00	New
C-6	INDECO IHC75 PLATE COMPACTOR	2015	\$8,000.00	\$0.00	\$ 8,000.00	New
343	BOMAG BW-100SL-5 ROLLER	2019	\$33,700.00	\$0.00	\$ 33,700.00	New
n/a	VOLVO SD100D COMPACTOR	2008				
n/a	WALK-BEHIND ROLLER					
	<u>BACKHOES</u>					
25	JOHN DEERE 410E BACKHOE	1998	\$29,000.00	\$0.00	\$ 29,000.00	Fair
26	JOHN DEERE 410E BACKHOE	1998	\$76,000.00	\$0.00	\$ 20,000.00	Fair
179	JOHN DEERE 410G BACKHOE	2004	\$37,000.00	\$0.00	\$ 37,000.00	Good
85	JOHN DEERE 410J BACKHOE	2008	\$91,300.00	\$0.00	\$ 70,000.00	New
166	JOHN DEERE 410J BACKHOE	2008	\$51,000.00	\$0.00	\$ 51,000.00	New
167	JOHN DEERE 410J BACKHOE	2007	\$50,000.00	\$0.00	\$ 51,000.00	New
122	JOHN DEERE 310SJ BACKHOE	2010	\$76,000.00	\$76,000.00	\$ 65,000.00	New
129	JOHN DEERE 310SJ BACKHOE	2010	\$103,437.00	\$100,000.00	\$ 70,000.00	New
144	JOHN DEERE 410J BACKHOE	2007	\$57,000.00	\$0.00	\$ 44,000.00	New
169	JOHN DEERE 710G BACKHOE	2007	\$42,000.00	\$0.00	\$ 42,000.00	New
179	JOHN DEERE 410G BACKHOE	2004	\$37,000.00	\$0.00	\$ 37,000.00	Good
203	JOHN DEERE 410L BACKHOE	2015	\$95,000.00		\$ 95,000.00	New
212	JOHN DEERE 410J BACKHOE	2011	\$68,500.00	\$0.00	\$ 68,500.00	Excellent

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213	JOHN DEERE 410J BACKHOE	2011	\$45,000.00	\$0.00	\$ 45,000.00	Good
263	JOHN DEERE 410L BACKHOE	2017	\$115,000.00	\$112,334.00	\$115,000.00	New
264	JOHN DEERE 410L BACKHOE	2017	\$115,000.00	\$112,334.00	\$115,000.00	New
265	JOHN DEERE 410L BACKHOE	2017	\$115,000.00	\$112,334.00	\$115,000.00	New
266	JOHN DEERE 410L BACKHOE	2017	\$115,000.00	\$112,334.00	\$115,000.00	New
267	JOHN DEERE 410L BACKHOE	2017	\$115,000.00	\$112,334.00	\$115,000.00	New
291	CAT 420F2 IT BACKHOE	2017	\$116,000.00			New
362	JOHN DEERE 310HL BACKHOE	2019	\$82,200.00	LEASE	\$82,200.00	New
363	JOHN DEERE 310HL BACKHOE	2019	\$81,800.00	LEASE	\$81,800.00	New
364	JOHN DEERE 310HL BACKHOE	2019	\$81,800.00	LEASE	\$81,800.00	New
365	JOHN DEERE 310HL BACKHOE	2018	\$81,800.00	LEASE	\$81,800.00	New
366	CAT 440 BACKHOE	2019	\$144,000.00	LEASE	LEASE	New
	<u>DOZER</u>					
80	JOHN DEERE 750J DOZER	2008	\$154,000.00	\$0.00	\$ 85,000.00	Excellent
84	JOHN DEERE 450J DOZER	2008	\$79,000.00	\$35,355.00	\$ 70,000.00	New
173	JOHN DEERE 450J DOZER	2008	\$42,773.35	\$36,134.17	\$ 42,773.00	New
	<u>LOADERS</u>					
31	JOHN DEERE 624H WHEEL LOADER	1998	\$100,000.00	\$0.00	\$ 45,000.00	Fair
32	JOHN DEERE 624H WHEEL LOADER	1998	\$60,000.00	\$0.00	\$ 40,000.00	Fair
98	JOHN DEERE 624J WHEEL LOADER	2004	\$75,000.00	\$0.00	\$ 65,000.00	Good
136	JOHN DEERE 644J WHEEL LOADER	2006	\$150,000.00	\$154,646.00	\$ 100,000.00	Good
158	JOHN DEERE 624J WHEEL LOADER	2006	\$78,000.00	\$0.00	\$ 78,000.00	New
106	JOHN DEERE 624J WHEEL LOADER	2008	\$118,000.00	\$0.00	\$ 90,000.00	New
87	KOMATSU WA320-6 LOADER	2008	\$172,000.00	\$77,040.00	\$ 90,000.00	New
172	JOHN DEERE 624J WHEEL LOADER	2008	\$125,163.25	\$105,735.96	\$ 100,000.00	New
180	JOHN DEERE 624J LOADER	2004	\$72,500.00	\$0.00	\$ 72,500.00	Good
200	JOHN DEERE 644H WHEEL LOADER	1990	\$70,000.00	\$0.00	\$ 70,000.00	Good
239	JOHN DEERE 624K WHEEL LOADER	2014	\$131,000.00	\$0.00	\$ 131,000.00	Excellent
315	CAT 938M WHEEL LOADER	2017	\$150,000.00			New
	<u>EXCAVATORS</u>					
100	CATERPILLAR 328D CLR EXCAVATOR	2008	\$195,000.00	\$0.00	\$ 150,000.00	Excellent
35	CATERPILLAR M318 EXCAVATOR	1998	\$65,000.00	\$0.00	\$ 35,000.00	Fair
121	CATERPILLAR 328D LCR EXCAVATOR	2009	\$176,550.00	\$0.00	\$ 170,000.00	Excellent
29	JOHN DEERE 225CRTS EXCAVATOR	2005	\$134,000.00	\$0.00	\$ 60,000.00	Excellent
101	JOHN DEERE 225CRTS EXCAVATOR	2006	\$86,000.00	\$0.00	\$ 80,000.00	Excellent
28	JOHN DEERE 225RTS EXCAVATOR	2003	\$152,000.00	\$0.00	\$ 50,000.00	Excellent
68	JOHN DEERE 750 EXCAVATOR	2001	\$260,000.00	\$0.00	\$ 150,000.00	Good
119	JOHN DEERE 85D EXCAVATOR	2008	\$68,480.00	\$0.00	\$ 60,000.00	New
148	JOHN DEERE 450D EXCAVATOR	2008	\$199,000.00	\$0.00	\$ 180,000.00	New
61	KOMATSU PC158 EXCAVATOR	2006	\$132,000.00	\$0.00	\$ 70,000.00	Excellent
113	KOMATSU PC160LC EXCAVATOR	2008	\$95,000.00	\$0.00	\$ 75,000.00	Excellent
67	VOLVO EC460BLC EXCAVATOR	2006	\$287,000.00	\$0.00	\$ 140,000.00	New
115	VOLVO ECR58 EXCAVATOR	2007	\$35,000.00	\$0.00	\$ 35,000.00	Excellent
170	VOLVO ECR305 EXCAVATOR	2012	\$185,110.00	\$156,378.18	\$ 185,110.00	Excellent
178	JOHN DEERE 160LC EXCAVATOR	2001	\$55,000.00	\$0.00	\$ 50,000.00	Good
137	VOLVO EC55B EXCAVATOR	2007	\$57,000.00	\$57,000.00	\$ 50,000.00	Excellent
202	JOHN DEERE 245G EXCAVATOR	2014	\$198,400.00	\$193,400.00	\$ 198,400.00	Excellent
217	JOHN DEERE 225DLC EXCAVATOR	2013	\$146,890.00	\$146,890.00	\$ 146,890.00	New
254	JOHN DEERE 245G EXCAVATOR	2016	\$186,000.00	\$113,420.00	\$ 186,000.00	New
255	JOHN DEERE 245G EXCAVATOR	2016	\$186,000.00	\$113,420.00	\$ 186,000.00	New
256	BOB CAT E35 EXCAVATOR	2012	\$32,000.00	\$0.00	\$ 32,000.00	Excellent

292	CAT 308E2 MINI EXCAVATOR	2017	\$109,000.00		\$109,000.00	New
293	CAT 303.5E2 MINI EXCAVATOR	2017	\$57,000.00		\$57,000.00	New
295	CAT 315FCR EXCAVATOR	2017	\$165,000.00		\$165,000.00	New
300	CAT 315FCR EXCAVATOR	2018	\$155,000.00	FINANCED		New
301	CAT 315FCR EXCAVATOR	2018	\$155,000.00	FINANCED		New
321	CAT 315FCR EXCAVATOR	2018	\$155,000.00	\$0.00	\$155,000.00	New
323	CAT 308E2 MINI EXCAVATOR	2019	\$113,400.00	FINANCED	\$113,400.00	New
324	CAT 303.5E2 MINI EXCAVATOR	2019	\$75,000.00	FINANCED	\$75,000.00	New
325	CAT 303.5E2 MINI EXCAVATOR	2019	\$75,000.00	FINANCED	\$75,000.00	New
326	CAT 303.5E2 MINI EXCAVATOR	2019	\$86,000.00	FINANCED	\$86,000.00	New
327	CAT 303.5E2 MINI EXCAVATOR	2019	\$75,000.00	FINANCED	\$75,000.00	New
328	CAT 303.5E2 MINI EXCAVATOR	2019	\$75,000.00	FINANCED	\$75,000.00	New
329	CAT 308E2 MINI EXCAVATOR	2019	\$114,400.00	FINANCED	\$114,400.00	New
347	CAT 303.5E2 MINI EXCAVATOR	2019	\$70,000.00	LEASE	\$70,000.00	New
348	CAT 303.5E2 MINI EXCAVATOR	2019	\$80,500.00	LEASE	\$80,500.00	New
349	CAT 303.5E2 MINI EXCAVATOR	2019	\$52,000.00	LEASE	\$52,000.00	New
368	CAT 303.5E2 MINI EXCAVATOR	2019	\$67,500.00	LEASE	\$67,500.00	New
369	CAT 303.5E2 MINI EXCAVATOR	2019	\$67,500.00	LEASE	\$67,500.00	New
370	CAT 303.5E2 MINI EXCAVATOR	2019	\$67,500.00	LEASE	\$67,500.00	New
371	CAT 303.5E2 MINI EXCAVATOR	2019	\$67,500.00	LEASE	\$67,500.00	New
	DUMP TRUCKS					
3	GMC W4 3 YARD MASON DUMP TRUCK	1995	\$20,000.00	\$0.00	\$ 5,000.00	Fair
16	ISUZU NQR MASON DUMP TRUCK	2004	\$37,529.00	\$0.00	\$ 30,000.00	Excellent
11	MACK TANDEM DUMP TRUCK	1996	\$105,000.00	\$0.00	\$ 60,000.00	Fair
22	MACK TANDEM DUMP TRUCK	2006	\$114,500.00	\$0.00	\$ 75,000.00	Excellent
23	MACK TANDEM DUMP TRUCK	2006	\$114,500.00	\$0.00	\$ 75,000.00	Excellent
10	MACK TANDEM DUMP TRUCK	2007	\$125,000.00	\$0.00	\$ 90,000.00	New
177	MACK CV713 TANDEM DUMP TRUCK	2007	\$85,000.00	\$0.00	\$ 85,000.00	New
134	MACK CV713 TRIAXLE DUMP TRUCK	2009	\$105,500.00	\$0.00	\$ 105,500.00	New
316	MACK GRANITE 64FR TRIAXLE	2019	\$187,580.00	\$167,580.00	\$187,580.00	New
317	MACK GRANITE 64FR TRIAXLE	2019	\$187,580.00	\$167,580.00	\$187,580.00	New
318	MACK GRANITE 64FR TRIAXLE	2019	\$187,580.00	\$177,580.00	\$187,580.00	New
319	MACK GRANITE 64FR ROLL OFF	2019	\$210,000.00	\$0.00	\$210,000.00	New
335	MACK GRANITE 64FR TRIAXLE	2020	\$175,000.00	\$165,000.00	\$175,000.00	New
336	MACK GRANITE 64FR TRIAXLE	2020	\$175,000.00	\$165,000.00	\$175,000.00	New
337	MACK GRANITE 64FR TRIAXLE	2020	\$175,000.00	\$165,000.00	\$175,000.00	New
104	MITSUBISHI FUSOFEHD10 MASON DUMP	2004	\$18,000.00	\$0.00	\$ 17,000.00	Good
183	MACK CV712 MASON DUMP TRUCK	2007	\$71,250.00	\$0.00	\$ 71,250.00	New
184	IZUZU NQR MASON DUMP TRUCK	2011	\$36,285.00	\$0.00	\$ 36,285.00	Good
186	MACK GU7 MASON DUMP TRUCK	2008	\$95,000.00	\$0.00	\$ 95,000.00	Excellent
193	IZUZU NNR MASON DUMP TRUCK	2008	\$32,603.00	\$0.00	\$ 32,600.00	Excellent
249	IZUZU NRR MASON DUMP TRUCK	2008	\$30,287.00	\$0.00	\$30,287.00	Good
252	GMC W4500 MASON DUMP TRUCK	2010	\$26,000.00	\$0.00	\$26,000.00	Good
281	FREIGHTLINER M2 MASON DUMP TRUCK	2010	\$48,470.00	\$0.00	\$48,470.00	Good
204	MACK GU713 TRIAXLE DUMP TRUCK	2013	\$128,250.00	\$0.00	\$ 128,250.00	Excellent
188	IZUZU NRR FLAT BED	2008	\$28,100.00	\$0.00	\$ 28,000.00	Excellent
272	INTERNATIONAL 4300 FLATBED	2012	\$46,733.00	\$0.00	\$46,733.00	Excellent
268	GREAT DANE FLATBED 48FT DECK	1999	\$5,000.00	\$0.00	\$5,000.00	Fair
234	IZUZU NRR BOX TRUCK	2011	\$37,000.00	\$0.00	\$ 37,000.00	Excellent
235	IZUZU NRR BOX TRUCK	2012	\$27,000.00	\$0.00	\$ 27,000.00	Excellent
236	IZUZU NRR BOX TRUCK	2010	\$27,000.00	\$0.00	\$ 27,000.00	Excellent

276	FREIGHTLINER M2 SINGLE AXLE	2009	\$34,928.67	\$0.00	\$34,928.67	Excellent
282	FREIGHTLINER M2 BOX TRUCK	2018	\$72,900.00	\$0.00	\$72,900.00	New
284	FREIGHTLINER M2106 BOX TRUCK	2018	\$74,059.00	\$0.00	\$74,059.00	New
288	FREIGHTLINER M2106 MASON DUMP	2018	\$82,500.00	\$0.00	\$82,500.00	New
289	FREIGHTLINER M2106 MASON DUMP	2018	\$82,500.00	\$0.00	\$82,500.00	New
298	FREIGHTLINER M2106 BOX TRUCK	2018	\$87,700.00	\$0.00	\$87,700.00	New
302	FREIGHTLINER M2106 MASON DUMP	2018	\$92,000.00	\$0.00	\$92,000.00	New
303	FREIGHTLINER M2106 MASON DUMP	2018	\$92,000.00	\$0.00	\$92,000.00	New
304	FREIGHTLINER M2106 MASON DUMP	2018	\$92,000.00	\$0.00	\$92,000.00	New
330	IZUZU NRR MASON DUMP TRUCK	2019	\$52,500.00	\$0.00	\$52,500.00	New
339	IZUZU NRR MASON DUMP TRUCK	2019	\$72,660.00	\$67,660.00	\$72,660.00	New
340	IZUZU NRR MASON DUMP TRUCK	2020	\$73,400.00	\$68,400.00	\$73,400.00	New
357	FREIGHTLINER M2106 MASON DUMP	2020	\$117,000.00	\$0.00	\$117,000.00	New
358	ISUZU NRR MASON DUMP TRUCK	2020	\$92,600.00	\$0.00	\$92,600.00	New
385	ISUZU NRR MASON DUMP TRUCK	2020	\$79,100.00	\$0.00	\$79,100.00	New
386	ISUZU NRR MASON DUMP TRUCK	2020	\$79,100.00	\$0.00	\$79,100.00	New
PICK UP AND UTILITY TRUCKS						
103	DODGE 4500RAM	2008	\$38,000.00	\$0.00	\$ 28,000.00	New
N/A	DODGE 1500 RAM	2015	\$41,486.93	\$0.00	\$ 41,486.93	New
N/A	DODGE 1500 RAM	2015	\$47,700.00	\$0.00	\$ 47,700.00	New
N/A	DODGE 1500 RAM	2016	\$48,349.22	\$0.00	\$48,349.22	New
N/A	TOYOTA TACOMA	2012	\$33,860.83	\$0.00	\$33,860.83	Good
N/A	DODGE 1500 RAM	2013	\$46,390.00	\$0.00	\$46,390.00	Excellent
N/A	DODGE 1500 RAM	2013	\$46,086.63	\$0.00	\$46,086.63	Excellent
N/A	DODGE 1500 RAM	2013	\$47,715.93	\$0.00	\$ 47,715.93	Excellent
N/A	DODGE 1500 RAM	2015	\$48,631.13	\$0.00	\$48,631.13	Excellent
N/A	DODGE 1500 RAM	2015	\$40,752.27	\$0.00	\$40,752.27	Excellent
N/A	DODGE 1500 RAM	2016	\$52,406.24	\$0.00	\$52,406.24	New
N/A	DODGE 1500 RAM	2016	\$53,623.88	\$0.00	\$53,623.88	New
N/A	DODGE 1500 RAM	2017	\$46,255.53	\$42,201.27	\$46,255.53	New
N/A	DODGE 1500 RAM	2017	\$54,807.44	\$52,165.36	\$54,807.44	New
N/A	DODGE 1500 RAM	2017	\$52,695.22	\$48,700.06	\$52,695.22	New
N/A	DODGE 1500 RAM	2017	\$44,750.00	\$0.00	\$44,750.00	New
N/A	DODGE 1500 RAM	2018	\$47,887.00	\$0.00	\$47,887.00	New
N/A	DODGE 1500 RAM	2019	\$41,600.00	\$0.00	\$41,600.00	New
15	FORD F350 UTILITY TRUCK	2002	\$34,000.00	\$0.00	\$ 18,000.00	Good
18	FORD F350 PICK UP TRUCK	2004	\$34,600.00	\$0.00	\$ 18,000.00	Excellent
79	FORD F350 PICK UP TRUCK	2008	\$39,000.00	\$0.00	\$ 28,000.00	New
95	FORD F350 PICK UP TRUCK	2009	\$34,625.00	\$0.00	\$ 28,000.00	New
97	FORD F350 PICK UP TRUCK	2010	\$36,000.00	\$0.00	\$ 28,000.00	New
102	FORD F350 PICK UP TRUCK	2010	\$35,000.00	\$0.00	\$ 28,000.00	New
110	GMC SIERRA 2500HD PICK UP TRUCK	2010	\$37,700.00	\$0.00	\$ 35,000.00	New
117	GMC SIERRA 2500HD PICK UP TRUCK	2011	\$38,688.00	\$0.00	\$ 38,000.00	New
120	GMC SIERRA 2500HD PICK UP TRUCK	2011	\$39,685.00	\$0.00	\$ 39,000.00	New
124	GMC SIERRA PICK UP TRUCK	2011	\$37,640.00	\$0.00	\$ 37,000.00	New
145	GMC SIERRA PICK UP TRUCK	2012	\$39,000.00	\$0.00	\$ 36,460.00	New
207	GMC SIERRA PICK UP TRUCK	2007	\$38,179.00	\$0.00	\$ 38,179.00	Excellent
210	GMC SIERRA PICK UP TRUCK	2015	\$41,150.00	\$0.00	\$ 41,150.00	New
214	GMC SIERRA PICK UP TRUCK	2010	\$37,200.00	\$0.00	\$ 37,200.00	Good
221	GMC SIERRA PICK UP TRUCK	2015	\$38,318.00	\$0.00	\$ 38,318.00	New
237	GMC SIERRA PICK UP TRUCK	2016	\$40,200.00	\$0.00	\$ 40,200.00	New

250	GMC SIERRA PICK UP TRUCK	2016	\$40,000.00	\$0.00	\$ 40,000.00	New
285	GMC SIERRA PICK UP TRUCK-UTILITY	2017	\$50,850.00	\$0.00	\$50,850.00	New
286	GMC SIERRA PICK UP TRUCK-UTILITY	2017	\$50,290.00	\$0.00	\$50,290.00	New
287	GMC SIERRA PICK UP TRUCK-UTILITY	2017	\$ 50,650.00	\$0.00	\$ 50,650.00	New
296	GMC SIERRA PICK UP TRUCK	2018	\$ 48,500.00	\$0.00	\$ 48,500.00	New
341	GMC SIERRA PICK UP TRUCK	2019	\$ 45,000.00	\$0.00	\$ 45,000.00	New
350	GMC SIERRA PICK UP TRUCK	2016	\$ 36,000.00	\$0.00	\$ 36,000.00	Excellent
352	GMC SIERRA PICK UP TRUCK-UTILITY	2019	\$ 54,000.00	\$0.00	\$ 54,000.00	New
353	GMC SIERRA PICK UP TRUCK-UTILITY	2019	\$ 54,000.00	\$0.00	\$ 54,000.00	New
354	GMC SIERRA PICK UP TRUCK-UTILITY	2017	\$ 48,000.00	\$0.00	\$ 48,000.00	Excellent
380	GMC SIERRA PICK UP TRUCK	2019	\$ 57,290.00	\$0.00	\$ 57,290.00	New
381	GMC SIERRA PICK UP TRUCK	2019	\$ 57,290.00	\$0.00	\$ 57,290.00	New
1	GMC UTILITY TRUCK W/ COMPRESSOR	1995	\$30,000.00	\$0.00	\$ 12,000.00	Fair
4	GMC UTILITY TRUCK W/ COMPRESSOR	2000	\$47,000.00	\$0.00	\$ 30,000.00	Good
123	GMC UTILITY BOX TRUCK	2003	\$18,560.00	\$0.00	\$ 17,560.00	Good
5	GMC UTILITY TRUCK W/ COMPRESSOR	2006	\$49,000.00	\$0.00	\$ 40,000.00	Excellent
71	GMC UTILITY TRUCK W/ COMPRESSOR	2007	\$105,000.00	\$0.00	\$ 95,000.00	New
7	INTERNATIONAL FLATBED TRUCK	1992	\$5,000.00	\$0.00	\$ 5,000.00	Fair
6	INTERNATIONAL 4900 SERVICE TRUCK	1990	\$48,000.00	\$0.00	\$ 30,000.00	Fair
149	ISUZU 18' BOX TRUCK	2007	\$29,900.00	\$0.00	\$ 29,900.00	Excellent
192	IZUZU NRR BOX TRUCK	2009	\$32,219.00	\$0.00	\$ 32,219.00	Excellent
206	GMC W5500 BOX TRUCK	2007	\$27,489.00	\$0.00	\$ 27,489.00	Good
211	IZUZU NRR BOX TRUCK	2014	\$45,000.00	\$0.00	\$ 45,000.00	Excellent
215	IZUZU NRR BOX TRUCK	2009	\$30,900.00	\$0.00	\$ 30,900.00	Excellent
234	IZUZU NRR BOX TRUCK	2011	\$40,150.00	\$0.00	\$ 40,150.00	Good
235	IZUZU NRR BOX TRUCK	2012	\$29,000.00	\$0.00	\$ 29,000.00	Good
253	IZUZU NRR BOX TRUCK	2011	\$27,200.00	\$0.00	\$ 27,200.00	Excellent
344	IZUZU NRR BOX TRUCK	2020	\$53,600.00	\$0.00	\$ 53,600.00	New
351	IZUZU NRR BOX TRUCK	2019	\$67,500.00	\$0.00	\$67,500.00	New
355	IZUZU NRR BOX TRUCK	2020	\$68,000.00	\$0.00	\$68,000.00	New
356	FREIGHTLINER BOX TRUCK W/ COMP	2020	\$117,000.00	\$0.00	\$117,000.00	New
359	ISUZU NRR BOX TRUCK	2015	\$ 31,200.00	\$0.00	\$ 31,200.00	Excellent
12	FORD E350 VAN	2002	\$13,400.00	\$0.00	\$ 9,000.00	Good
157	FORD E350 VAN	2011	\$19,100.00	\$0.00	\$ 19,100.00	New
222	FORD E350 VAN	2015	\$37,979.00	\$0.00	\$37,979.00	New
220	KENTWORTH T270	2015	\$143,000.00	\$0.00	\$ 143,000.00	New
322	KENTWORTH T270	2019	\$154,360.00	\$0.00	\$154,360.00	New
	<u>PLOW EQUIPMENT</u>					
320	INTERNATIONAL PLOW TRUCK	1994	\$4,000.00	\$0.00	\$ 4,000.00	Fair
360	FORD F550 PLOW TRUCK	2004	\$13,000.00	\$0.00	\$ 13,000.00	Good
361	CHEV 850 PLOW TRUCK	1999	\$20,000.00	\$0.00	\$ 20,000.00	Fair
	<u>PAVING EQUIPMENT</u>					
88	KENWORTH K360 INFARED TRUCK	2007	\$50,000.00	\$0.00	\$ 50,000.00	New
243	LEE BOY LY5000 PAVING BOX	2013	\$56,500.00	\$0.00	\$ 56,500.00	Excellent
	<u>JACK & BORE EQUIPMENT</u>					
76	BARBCO BORING MACHINE & AUGERS (24"-54")	2007	\$224,870.00	\$0.00	\$ 50,000.00	New
n/a	PEA GRAVEL INSTALLER	2008	\$10,000.00	\$0.00	\$ 5,000.00	New
	<u>TRACTOR</u>					
245	MACK TD713 TRACTOR	2016	\$150,000.00	\$0.00	\$ 150,000.00	New
275	KENWORTH T8 TRACTOR	2001	\$30,000.00	\$0.00	\$ 30,000.00	Good
	<u>TRAILER MOUNTED EQUIPMENT</u>					

135	CAM SUPERLINE UTILITY TRAILER	2012	\$5,942.00	\$0.00	\$ 5,000.00	New
114	EAGER BEAVER 25 TON 3 AXLE	2005		\$0.00	\$ 5,000.00	Good
109	EAGER BEAVER 25 TON XPL	2010	\$26,000.00	\$0.00	\$ 26,000.00	New
81	EAGER BEAVER LOW BOY 606LS TRAILER	2008	\$72,250.00	\$0.00	\$ 50,000.00	New
55	EAGER BEAVER TL3 SINGLE AXLE	1981	\$9,000.00	\$0.00	\$ 2,000.00	Good
59	ESSICK EM700 MIXER		\$1,000.00	\$0.00	\$ 1,000.00	Good
54	HOMEMADE SAW TRAILER	2002		\$0.00	\$ 4,000.00	Good
60	MULTIQUIP MC94 MIXER		\$1,000.00	\$0.00	\$ 1,000.00	Good
62	TAR POT A-165-02 TRAILER	2003	NO INFO	\$0.00	\$ 2,000.00	Good
53	TOWMASTER TILT	2006	\$4,886.00	\$0.00	\$ 1,500.00	Good
52	TOWMASTER TRAILER 10 TON T10P	1999	\$6,000.00	\$0.00	\$ 4,000.00	Good
50	TOWMASTER TRAILER 20 TON FLAT	2002	\$12,800.00	\$0.00	\$ 10,000.00	Good
51	TOWMASTER TRAILER 20 TON FLAT	2005	\$10,000.00	\$0.00	\$ 10,000.00	Good
197	PJT F82 TRAILER 5 TON	2010	\$5,000.00	\$0.00	\$ 5,000.00	Good
198	HMD 5 TON TRAILER	2008	\$5,000.00	\$0.00	\$ 5,000.00	Good
199	DYN T50 TRAILER	1998	\$20,000.00	\$0.00	\$ 20,000.00	Good
231	TOWMASTER TRAILER T-12DT	2011	\$5,000.00	\$0.00	\$ 5,000.00	Good
240	EAGER BEAVER TRAILER 25XPL	2016	\$30,400.00	\$27,749.62	\$30,400.00	New
241	EAGER BEAVER TRAILER 25XPL	2016	\$30,400.00	\$27,749.62	\$30,400.00	New
242	EAGER BEAVER TRAILER 25XPL	2016	\$30,400.00	\$27,749.62	\$30,400.00	New
260	EAGER BEAVER TRAILER 25XPL	2017	\$28,000.00	\$0.00	\$28,000.00	New
261	EAGER BEAVER TRAILER 25XPL	2017	\$28,000.00	\$0.00	\$28,000.00	New
262	EAGER BEAVER TRAILER 25XPL	2017	\$28,000.00	\$0.00	\$28,000.00	New
283	BT 8 TON TRAILER	2011	\$4,500.00	\$0.00	\$4,500.00	Good
307	CAM SUPERLINE FFTP TRAILER	2018	\$6,700.00	\$0.00	\$6,700.00	New
308	CAM SUPERLINE 18P TRAILER	2018	\$5,700.00	\$0.00	\$5,700.00	New
309	CAM SUPERLINE 18P TRAILER	2018	\$5,700.00	\$0.00	\$5,700.00	New
342	CAM SUPERLINE 18P TRAILER	2019	\$6,950.00	\$0.00	\$6,950.00	New
345	CAM SUPERLINE 18P TRAILER	2020	\$6,950.00	\$0.00	\$6,950.00	New
311	EAGER BEAVER TRAILER 25XPL	2018	\$29,000.00	\$0.00	\$29,000.00	New
312	EAGER BEAVER TRAILER 25XPL	2018	\$29,000.00	\$0.00	\$29,000.00	New
372	EAGER BEAVER TRAILER 25XPL	2019	\$31,000.00	\$0.00	\$31,000.00	New
373	EAGER BEAVER TRAILER 25XPL	2019	\$31,000.00	\$0.00	\$31,000.00	New
374	EAGER BEAVER TRAILER 25XPL	2019	\$31,000.00	\$0.00	\$31,000.00	New
375	CAM SUPERLINE 18P TRAILER	2020	\$5,900.00	\$0.00	\$5,900.00	New
376	CAM SUPERLINE 18P TRAILER	2020	\$5,900.00	\$0.00	\$5,900.00	New
377	CAM SUPERLINE 18P TRAILER	2020	\$5,900.00	\$0.00	\$5,900.00	New
	SHORING					
	ALUMINUM TRENCH BOX 8 x 8			\$0.00		Good
	HIGH ARCH 12' ADJUSTABLE SPREADERS (2)		\$7,000.00	\$0.00	\$ 7,000.00	Good
	MANHOLE BOX (3)			\$0.00		Good
	PANEL BOX EQUIPMENT		\$53,000.00	\$0.00		New
	STEEL PLATES (20)		\$100,000.00	\$0.00	\$ 40,000.00	Good
	STEEL SHEETING	2007	\$45,000.00	\$0.00	\$ 40,000.00	New
	TRENCH BOX 4 x 20			\$0.00		Good
	TRENCH BOX 6 x 10			\$0.00		Good
	TRENCH BOX 6 x 12				\$ 6,000.00	Good
	TRENCH BOX 6 x 18		\$10,000.00	\$0.00	\$ 5,000.00	Good
	TRENCH BOX 6 x 20			\$0.00		Good
	TRENCH BOX 8 x 10 (2)		\$9,000.00	\$0.00	\$ 4,000.00	Good
	TRENCH BOX 8 x 12 STACKABLE (2)		\$24,000.00	\$0.00	\$ 10,000.00	Good

	TRENCH BOX 8 x 16 (2)		\$32,000.00	\$0.00	\$ 10,000.00	Good
	TRENCH BOX 8 x 20 (5)		\$17,000.00	\$0.00	\$ 20,000.00	Good
	TRENCH BOX 8 x 24 STACKABLE (5)		\$45,000.00	\$0.00	\$ 20,000.00	Good
	TRENCH BOX 10 x 10				\$ 8,000.00	Good
	TRENCH BOX 10 x 8				\$ 4,000.00	Good
	VIBRATORY SHEETING HAMMER HPSI	2007	\$65,000.00	\$0.00	\$ 30,000.00	Good
	<u>PUMPS</u>					
	2" ELECTRIC PUMPS (8)		\$2,224.00	\$0.00		Good
	3" ELECTRIC PUMPS (4)		\$5,640.00	\$0.00		Good
	3" TRASH PUMPS (9)		\$11,025.00	\$0.00		Good
	4" TRASH PUMP			\$0.00		Good
72	GODWIN 6" DIESEL PUMP CC150M	2007	\$35,000.00	\$0.00	\$ 15,000.00	New
93&99	GRIFFIN 6WPRD920 PUMP & B4EYBHS PUMP DRILL	2008	\$124,205.00	\$0.00	\$ 25,000.00	Good
	GORMAN PUMP PAD60-4045D-SU (3)	2001				Good
	GRUNDOMAT MODEL P	2006	\$5,289.33	\$0.00		Good
107	WACKER 6" DIESEL PUMP PT6			\$0.00	\$ 5,000.00	Good
332	DRI-PRIME CD150S		\$56,000.00	\$0.00	\$ 56,000.00	Excellent
333	PIONEER 6" P966S12L714024	2014	\$25,900.00	\$0.00	\$ 25,900.00	Good
189	10" THOMPSON PUMP		\$8,000.00	\$0.00	\$ 8,000.00	Good
216	10" GORMAN RUMP PA10A60-6068T		\$9,750.00	\$0.00	\$ 9,750.00	Excellent
	<u>ATTACHMENTS</u>					
	INDECO BACKHOE HAMMER (2)		\$5,000.00		\$ 10,000.00	
	INDECO HP1100 BACKHOE HAMMER (1)	2011	\$12,000.00	\$12,000.00	\$ 12,000.00	New
	INDECO HP1100 BACKHOE HAMMER (3)		\$13,133.69	\$0.00	\$ 20,000.00	Good
	INDECO IHC75 BACKHOE COMPACTOR	2011	\$6,500.00	\$0.00		
	INDECO IHC75 BACKHOE COMPACTOR	2012	\$6,500.00			
	INDECO IH76 BACKHOE COMPACTOR	2014				
	INDECO HP 8000 HAMMER		\$82,550.00		\$ 82,550.00	New
151-153	HPSI SHEETING HAMMER	2006			\$ 22,750.00	Good
	SEC CONCRETE PULVERIZER		\$4,708.00	\$0.00	\$ 4,708.00	Fair
	VIBRATORY PLATE COMPACTOR (4)			\$0.00		Good
	NPK 8XA CAT 318 HAMMER			\$0.00	\$ 10,000.00	Good
	VOLVO EEI MDO 3200 HAMMER	2008	\$90,000.00	\$0.00	\$ 90,000.00	New
H-6	INDECO IHC75 BACKHOE COMPACTOR	2015	\$14,000.00	\$0.00	\$ 14,000.00	New
H-7	INDECO IHC75 BACKHOE COMPACTOR	2015	\$14,000.00	\$0.00	\$ 14,000.00	New
H-8	INDECO IHC75 BACKHOE COMPACTOR	2015	\$14,000.00	\$0.00	\$ 14,000.00	New
	CAT H55 HAMMER	2017	\$10,000.00		\$ 10,000.00	New
	INDECO HP4000	2016	\$36,000.00	\$0.00	\$ 36,000.00	Excellent
	<u>TRAFFIC CONTROL</u>					
45	TRAFCON - ARROW BOARD		NO INFO.	\$0.00		Fair
46	TEREX or AMIDA OLDSE15LM - ARROW BOARD		NO INFO.			Fair
139	AMERICAN SIGNAL MESSAGE BOARD	2005	\$1,800.00	\$0.00	\$ 1,800.00	Fair
140	AMERICAN SIGNAL MESSAGE BOARD	2005	\$1,800.00	\$0.00	\$ 1,800.00	Fair
142	SOLAR TECH MB-24-318 MESSAGE BOARD	2006	\$5,450.00	\$0.00	\$ 5,450.00	Good
229	WANCO WTLMB-SLL MESSAGE BOARD	2010	\$9,995.00	\$0.00	\$ 9,995.00	Good
244	WANCO WTSP55-LSA MESSAGE BOARD	2011	\$2,632.00	\$0.00	\$ 2,632.00	Good
246	WANCO WTLMB-(A) MESSAGE BOARD	2011	\$9,140.00	\$0.00	\$ 9,140.00	Good
268	WANCO WTSP55-LSA MESSAGE BOARD	2012	\$2,770.00	\$0.00	\$ 2,770.00	Good
278	SMC2000 MESSAGE BOARD	2017	\$16,900.00	\$0.00	\$16,900.00	New
279	SMC2000 MESSAGE BOARD	2017	\$16,900.00	\$0.00	\$16,900.00	New
280	SMC2000 MESSAGE BOARD	2017	\$16,900.00	\$0.00	\$16,900.00	New

338	WANCO WTLMB-A10 MESSAGE BOARD	2014	\$10,500.00	\$0.00	\$10,500.00	Excellent
174	FORD L8000 ATTENUATOR	1996	\$19,949.39	\$0.00	\$ 19,949.39	Fair
233	INTERNATIONAL ATTENUATOR	2005	\$32,100.00	\$0.00	\$ 32,100.00	Good
299	INTERNATIONAL ATTENUATOR	2011	\$47,500.00	\$0.00	\$ 47,500.00	Excellent
	<u>SWEEPERS</u>					
130	LAYMOR 8HC BROOM SWEEPER	2005	\$12,000.00	\$0.00	\$ 10,000.00	Excellent
147	LAYMOR 8HC BROOM SWEEPER	2006	\$5,500.00	\$0.00	\$ 5,500.00	Good
162	LAYMOR V261889 SWEEPER	2006	\$9,750.00	\$0.00	\$ 9,750.00	Excellent
108	TERRAMITE TSS38 SWEEPER	2008	\$9,000.00	\$0.00	\$ 7,000.00	Excellent
164	ELGIN SWEEPER	2007	\$93,000.00	\$0.00	\$ 93,000.00	Excellent
208	TERRAMITE TSS38 SWEEPER	2005	\$9,000.00	\$0.00	\$ 9,000.00	Good
223	LAYMOR 8HC BROOM SWEEPER	2011	\$9,995.00	\$0.00	\$ 9,995.00	Excellent
313	LAYMOR SM300 SWEEPER	2018	\$15,500.00	\$0.00	\$ 15,500.00	New
314	LAYMOR SM300 SWEEPER	2018	\$15,500.00	\$0.00	\$ 15,500.00	New
	<u>COMPRESSORS</u>					
n/a	INGERSOLL RAND P185WJDU COMPRESSOR	2010	\$10,000.00	\$0.00	\$ 15,000.00	New
96	INGERSOLL RAND 185 AIR COMPRESSOR	1998	\$12,000.00	\$0.00	\$ 5,000.00	Fair
163	INGERSOLL RAND HP375 WIR COMPRESSOR	2006	\$12,000.00	\$0.00	\$ 12,000.00	Good
128	INGERSOLL RAND P185WIR COMPRESSOR	2008	\$32,000.00	\$0.00	\$ 5,000.00	Good
181	INGERSOLL RAND P185WIR COMPRESSOR	2005	\$13,000.00	\$0.00	\$ 13,000.00	Good
77	KAESER COMPRESSOR M57 TOWALONG	2008	\$8,000.00	\$0.00	\$ 8,000.00	Good
209	KAESER COMPRESSOR M57 TOWALONG	2010	\$8,000.00	\$0.00	\$ 8,000.00	Good
251	INGERSOLL RAND 185 AIR COMPRESSOR	2006	\$8,000.00	\$0.00	\$ 8,000.00	Good
367	INGERSOLL RAND 185 AIR COMPRESSOR	2003	\$5,700.00	\$0.00	\$ 5,700.00	Good
378	ATLAS COPCO A5185JD COMPRESSOR	2013	\$11,500.00	\$0.00	\$11,500.00	Excellent
379	ATLAS COPCO AS185JD COMPRESSOR	2015	\$12,500.00	\$0.00	\$12,500.00	Excellent
382	INGERSOLL RAND P185WIR COMPRESSOR	2011	\$6,600.00	\$0.00	\$6,600.00	Good
383	KAESER COMPRESSOR M57 TOWALONG	2008	\$6,600.00	\$0.00	\$6,600.00	Good
384	KAESER COMPRESSOR M57 TOWALONG	2011	\$6,600.00	\$0.00	\$6,600.00	Good
	<u>GENERATORS</u>					
66	POWER PRO 45 AIR MAN 20K GENERATOR	2007	\$16,000.00	\$0.00	\$ 10,000.00	New
182	DOOSAN G40WMI-2A-T41 (40kW)	2012	\$18,630.00	\$0.00	\$ 18,630.00	New
171	MULTIQUIP 45 KVA GENERATOR	2003	\$6,700.00	\$0.00	\$ 6,700.00	Good
185	MITSUBISHI MACHINERY SDG65S	2007	\$16,250.00	\$0.00	\$ 16,250.00	Excellent
239	MAGNUM PRO MMG35FHD	2011	\$13,300.00	\$0.00	\$ 13,300.00	Excellent
	GENERATORS (9)		\$10,800.00	\$0.00	\$ 10,800.00	Good
	<u>TRENCHING</u>					
118	VERMEER V120 TRENCHER	2005	\$49,000.00	\$0.00	\$ 35,000.00	Good
150	VERMEER RT100 TRENCHER	2005	\$1,000.00	\$0.00	\$ 1,000.00	Fair
159	ZIPPER SP211H	2008	\$65,000.00	\$0.00	\$ 50,000.00	Good
160	ZIPPER BT0011	2006	\$55,000.00	\$0.00	\$ 55,000.00	Excellent
	<u>MISCELLANEOUS</u>					
	ELCO ROCK SPLITTER					Good
146	EXTREX ROBO TRAC SCREENER	2001	NO INFO.	\$57,000.00	\$ 57,000.00	Good
154	GENIE GS3268RT SCISSOR LIFT	2001	\$5,000.00	\$0.00	\$ 5,000.00	Good
	PEA GRAVEL INSTALLER	2008	\$5,000.00	\$0.00	\$ 5,000.00	Excellent
	HYDRAULIC PAC FOR SPLITTER					Good
	HYDRAULIC ROCK SPLITTER					Good
	ICS 286447 HYDRAULIC SAW	2009	\$3,500.00	\$0.00	\$ 3,500.00	Good
	ICS CSBESTWAY HYDRAULIC SAW	2009	\$3,500.00	\$0.00	\$ 3,500.00	Good
56 & 57	CORE CUT CC7200 SAW (2)	2002	\$19,000.00	\$0.00	\$ 10,000.00	Good

112	JOHN DEERE 332D SKID STEER	2010	\$81,000.00	\$66,918.00	\$ 50,000.00	New
165	JOHN DEERE SKID STEER	2007	\$14,500.00	\$0.00	\$ 14,500.00	Good
n/a	JUMPING JACK COMPACTORS (7)		\$14,000.00	\$0.00	\$ 14,000.00	Good
91	MITSUBISHI FORKLIFT HiLoFG30K	2008	\$17,000.00	\$0.00	\$ 10,000.00	New
190	YALE FORKLIFT	2006	\$13,000.00	\$0.00	\$ 13,000.00	Good
297	HYSTER H155FT FORKLIFT	2009	\$32,500.00	\$0.00	\$ 32,500.00	Excellent
	PIPE LASERS (4)			\$0.00		Good
	POWER WASHERS (5)			\$0.00		Good
n/a	ROTARY LASER			\$0.00		Good
	TRANSITS (7)					Good
73	INGERSOLL RAND LTC4L LIGHT TOWER	2007	\$6,100.00	\$0.00	\$ 6,100.00	Good
74	WACKER LTC4L LIGHT TOWER	2008	\$6,900.00	\$0.00	\$ 6,900.00	New
75	WACKER LTC4L LIGHT TOWER	2008	\$6,900.00	\$0.00	\$ 6,900.00	New
156	INGERSOLL RAND LTC4L LIGHT TOWER	2011	\$5,700.00	\$0.00	\$ 5,700.00	Good
226	MAGNUM PRO - MLT3060 LIGHT TOWER	2009	\$2,995.00	\$0.00	\$ 2,995.00	Good
227	MAGNUM PRO - MLT3060 LIGHT TOWER	2009	\$2,995.00	\$0.00	\$ 2,995.00	Good
228	MAGNUM PRO - MLT3060 LIGHT TOWER	2009	\$2,995.00	\$0.00	\$ 2,995.00	Good
159	ZIPPER SP211HB	2007	\$12,685.00	\$0.00	\$ 12,685.00	Good
160	ZIPPER AZ480	2002	\$25,000.00	\$0.00	\$ 25,000.00	Good
271	ZIPPER AZ0113	2015	\$74,000.00	\$0.00	\$74,000.00	Excellent
271	ZIPPER TRAILER	2015	\$9,000.00	\$0.00	\$9,000.00	Excellent
277	ZIPPER BT0011	2005	\$25,000.00	\$0.00	\$25,000.00	Good
388	RUBBLEMASTER RM120GO	2019	\$675,000.00		\$675,000.00	Excellent
230	MAGNUM PRO - MWT0500 WATER TANK TRAILER	2010	\$3,995.00	\$0.00	\$ 3,995.00	Good
310	FORD F750 WATER TRUCK	2011	\$50,000.00	\$0.00	\$ 50,000.00	Excellent
n/a	MARATHON HMT8000T HOT MIX TRANSPORTER	2005	\$9,000.00	\$0.00	\$ 9,000.00	Good
258	CLUB CART XRT-950	2011	\$3,250.00	\$0.00	\$3,250.00	Good
259	TRAILBLAZER 325 WELDER	2015	\$10,225.00	\$0.00	\$10,225.00	Excellent
295	STERLING CRANE TRUCK	2007	\$40,000.00	\$0.00	\$40,000.00	Good

CONSTRUCTION

Certificate Number
61752

Registration Date: 05/06/2020
Expiration Date: 05/05/2022



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Lisa Ballerini, President

Responsible Representative(s):
Vincent Santaite, Vice-President

MONTANA CONSTRUCTION CORP. INC.

A handwritten signature in cursive script, reading "Robert Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
MONTANA CONSTRUCTION CORP., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-235-664/000

SEQUENCE NUMBER:
0610107

ADDRESS:
**80 CONTANT AVENUE
LODI NJ 07644**

ISSUANCE DATE:
03/04/04

EFFECTIVE DATE:
05/03/93

FORM-BRC(08-01)

John S. Tully
Acting Director

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

Certification **22643**
CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2018** to **15-MAR-2025**

MONTANA CONSTRUCTION CORP., INC.
80 CONTANT AVE.
LODI NJ 07644

Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
Acting State Treasurer

STATE OF NEW JERSEY
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION
TRENTON, NEW JERSEY
08646

The person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX

pursuant to: **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good **ONLY** for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Debra A. Thompson
Director, Division of Taxation

MONTANA CONSTRUCTION CORP.,
286 LEONIA AVENUE
BOGOTA NJ 07603

Tax Registration No. **223-235-664/000**
Tax Effective Date **05-03-93**
Document Locator No. **8000046436**
Date issued **07-07-93**

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



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

JAMES J. FRUSCIONE
Director

CERTIFIED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **MONTANA CONSTRUCTION CORP INC** is a **WBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



Peter Lowicki
Deputy Director

Issued: March 15 2018
Certificate Number: 71279-15

Expiration: March 14, 2021



Department of Transportation

Procurement




Phone: 609.963.2332

Fax: 609.530.6586

Notices

REVISED: Civil Rights Procedures

Classification Expiration Waiver: Classifications Expiring 04/21/2020 through 06/30/2020

In light of the on-going COVID-19 emergency, the New Jersey Department of Transportation ("Department") and Commissioner Diane Gutierrez-Scaccetti ("Commissioner") have issued a [temporary rule waiver regarding contractor classification effective April 21, 2020](#). This waiver grants a 3-month extension for all classifications expiring between April 21, 2020 and June 30, 2020 and is in accordance with Executive Order 103 (Murphy), N.J.S.A. App. A:9-45 and N.J.S.A. App. A:9-47. Please see the below chart for your firm's current and new expiration date:   

Current Expiration Date

April 30, 2020 (04/30/20)

May 31, 2020 (05/31/20)

June 30, 2020 (06/30/20)

New Expiration Date via Extension

July 31, 2020 (07/31/20)

August 31, 2020 (08/31/20)

September 30, 2020 (09/30/20)

Please note that any classifications currently expiring on or after July 1, 2020, this extension/waiver shall have no effect absent further extension/waiver by the Commissioner.

During this time, the Department and Bureau of Construction Services will continue to receive requests for renewals of classification (completed Form DC-74A) in a normal and regular capacity. All renewals received will be reviewed and processed in a consistent, efficient, and timely manner, and will be in full accordance with N.J.A.C. 16:44-3. If your firm has already submitted a completed Form DC-74A necessary for renewal of classification, no further action is required unless the Bureau otherwise requires as such. If your firm has not but wishes to renew its classification, your firm must complete and submit the Department's Form DC-74A. The Form DC-74A may be found on our prequalification page located [here](#).

New Work Classification Approved

The Prequalification Committee has approved a new work classification. This work classification is #43- Navigational Dredging.

This work shall consist of removal of sediment from tidally flowed water using precision positioning equipment and material handling techniques. Sediment can be assumed to be regulated and may be more or less contaminated, but not hazardous. The equipment must include both mechanical and hydraulic means for excavation and transport to conventional dewatering facilities such as confined disposal facilities or upland processing plants or beach fill locations with sufficient operational and positional control to meet project requirements.

In order to submit a bid proposal for an advertisement requiring this work classification, your firm must be prequalified with work classification #43 - Navigational Dredging with the Department. For the requirements for work classification #43 - Navigational Dredging, as well as all other approved work classifications, please download the Revised Contractor's Financial and Equipment Statement Form DC-74A by visiting our Prequalification webpage [here](#). For specific questions regarding the submission of the prequalification package for work classification #43 - Navigational Dredging, please contact the Bureau of Construction Services by phone at (609)530-2103 or email at CSPD@dot.nj.gov.

Work Classification Changes Approved December 2018

Recent Work Type Changes approved by the Prequalification Committee are available in the Revised Contractor's Financial and Equipment Statement Form DC-74A, Rev. 12-2018. For specific changes, please see the [following document](#). Additions are highlighted in yellow text and deletions are marked with strikethrough text. Please visit the [prequalification](#) webpage for the most up-to-date revision of the Form DC-74A.

All prequalified design consultants

Please forward your current e-mail address along with your firm's contact information to:

DOT.PSPD@dot.nj.gov

All prequalified contractors

Please forward your current e-mail address along with your firm's contact information to:

CSPD.CSPD@dot.nj.gov

We are continuously updating our vendor data bases.

>>



Statewide

GOVERNOR PHIL MURPHY
LT. GOVERNOR SHERA OLIVER
NJ HOME
SERVICES A TO Z
DEPARTMENTS/AGENCIES
FAQs
CONTACT US
PRIVACY NOTICE
LEGAL STATEMENT & DISCLAIMERS
ACCESSIBILITY STATEMENT





State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

June 28, 2019

M6435
Identification No.

Montana Construction Corp. Inc.
80 Contant Avenue
Lodi, NJ 07644

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et. seq., and Regulations of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability
200,000,001 to Unlimited

Work Classification(s):

Project Rating(s):

5-Heavy Highway

\$200,000,001 to Unlimited

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 12/31/18. See attachment for explanation.

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts requires all contractors and sub-contractors to have valid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (<http://www.sspc.org/>) at the time of bid and duration of the contract.

NOTICE OF CLASSIFICATION
Montana Construction Corporation, Inc.
Page 2

This CLASSIFICATION will be effective 7/9/19 and will expire 6/30/20.

Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bids will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work types required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Keith A. Daniels
Manager
Bureau of Construction Services

* Attachment

- **From:** CClass@treas.state.nj.us [mailto:CClass@treas.state.nj.us]
- **Sent:** Friday, June 29, 2018 8:20 AM
- **To:** Roger Setya
- **Subject:** Notice of Classification

MONTANA CONSTRUCTION CORPORATION
80 CONTANT AVENUE
LODI, NJ 07644

State of New Jersey



**DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034**



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$160,000,000	C021 -DEMOLITION C062 -PUMPING STATIONS C059 -ROAD CONSTRUCTION & PAVING C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK C058 -UNDERGROUND WATER & UTILITIES	06/28/2018 06/28/2018 06/28/2018 06/28/2018 06/28/2018 06/28/2018	06/27/2020

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

From: Grace Cooper <GCooper@njsda.gov>

Sent: Tuesday, April 21, 2020 10:02 AM

To: Roger Setya <rsetya@montanaconstructioninc.com>

Subject: Extension of NJSDA Prequalification – Montana Construction Corp. Inc. ...5664

Your firm's New Jersey Schools Development Authority Contractor prequalification expires on June 27, 2020.

In view of the current public health crisis, NJSDA has extended your current prequalification for 3 months to match your extended DPMC expiration date. Your new NJSDA prequalification expiration date will be **September 27, 2020**.

As you will not receive a revised approval letter with the extended expiration date, retain this email, along with your original approval letter, as proof of your current status. Your prequalification can also be verified on our website at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

If you need further assistance with confirmation of your NJSDA prequalification status, please feel free to contact me by email.

Stay safe,

Grace

Grace Cooper, Staff Coordinator

New Jersey Schools Development Authority

32 E. Front Street, PO Box 991

Trenton, NJ 08608-0991

Email: gcooper@njsda.gov (working remotely)

Website: www.njsda.gov

"CONFIDENTIALITY NOTICE:The information contained in this communication from the New Jersey Schools Development Authority is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this email, the dissemination, distribution, copying or use of the



June 29, 2018

Lisa S. Ballerini, President
Montana Construction Corp., Inc.
80 Contant Avenue
Lodi, NJ 07644

RECEIVED

Re: Contractor Prequalification Notice
Federal Tax ID: 22-3235664

Dear Ms. Ballerini:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Montana Construction Corp., Inc.** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

Trade(s)	Aggregate Rating
DEMOLITION	\$160 MILLION
SITE WORK	
SEWER PIPING & STORM DRAINS	
UNDERGROUND WATER & UTILITIES	
ROAD CONSTRUCTION & PAVING	
PUMPING STATIONS	

Your firm is prequalified by the NJSDA until **June 27, 2020**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds

Director,

Risk Management and Vendor Services

cc: Prequalification File
A.Bonar



New Jersey Turnpike Authority

1 TURNPIKE PLAZA - P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095

TELEPHONE (732) 750-5300

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LIEUTENANT GOVERNOR

DIANE GUTIERREZ-SCACCETTI, *Chair*
RONALD GRAVINO, *Vice Chairman*
MICHAEL R. DUPONT, *Treasurer*
RAYMOND M. POCINO, *Commissioner*
ULISES E. DIAZ, *Commissioner*
JOHN D. MINELLA, *Commissioner*
RAPHAEL SALERMO, *Commissioner*
JOHN M. KELLER, *Executive Director*

August 29, 2019

CERTIFIED MAIL

Montana Construction Corp., Inc.
80 Contant Avenue
Lodi, NJ 07644

In accordance with the "Procedure for Prequalification and Award on New Jersey Turnpike Authority Construction Contracts", you have been prequalified to bid on construction contracts for the Authority on both the Turnpike and Parkway. You are eligible to bid on any contract for work within the following classification(s) and rating(s):

CLASSIFICATION	RATING
1. Grading and Drainage	Unlimited
2. Paving	\$ 5,000,000 Maximum
4. General Construction, Highway	\$ 5,000,000 Maximum
5. Bridge Structures	\$ 5,000,000 Maximum
7. Concrete Maintenance	\$ 5,000,000 Maximum
8. Heavy Highway	\$10,000,000 Maximum
14. Signing	\$10,000,000 Maximum
15. Fencing	\$10,000,000 Maximum
17. Timber Construction	\$10,000,000 Maximum

EFFECTIVE DATE: August 29, 2019

EXPIRATION DATE: August 28, 2020

The Contractor's Qualifying Statement form for filing your renewal along with prequalification requirements is available on the Authority's web site as follows:

<http://www.njta.com/doing-business/construction-and-maintenance-contracts>

then click on "Contractor Prequalification Requirements."

In order to be continuously eligible to submit bids for construction contracts undertaken by the Authority, your next Contractor's Qualifying Statement to prequalify in classification should be submitted one month before the above expiration date.

Very truly yours,


Robert J. Fischer, P.E.
Chief Engineer



New York State Department of
Taxation and Finance

Sales Tax Registration
W A Harriman Campus
Albany NY 12227-0001

MONTANA CONSTRUCTION CORP INC
80 CONTANT AVE
LODI NJ 07644-1704

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

223235664

*(Use this number on all returns
and correspondence)*



VALIDATED

10/16/2003

**Dept of Tax
and Finance**

MONTANA CONSTRUCTION CORP INC
80 CONTANT AVE
LODI NJ 07644-1704

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
This certificate may not be photocopied or reproduced.

THE PORT AUTHORITY OF NY & NJ

John Degnan
Chairman

Patrick J. Foye
Executive Director

Montana Construction Corp., Inc.

This certificate acknowledges that the above-named firm has been certified as a Women-owned Business Enterprise.

Certification Date: January 4, 2016
Re-Evaluation Date: January 4, 2021



Lash Green, Director
Office of Business Diversity and Civil Rights

THE PORT AUTHORITY OF NY & NJ

December 19, 2016

Ms. Lisa Ballerini
President
Montana Construction Corp., Inc.
80 Contant Avenue
Lodi, NJ 07644

Re: Women-owned Business Enterprise (WBE) Certification
Type: Construction
Specialties: Paving & Utilities G.C. - Heavy
Range: C (\$1,500,001 and over) C (\$1,500,001 and over)

Dear Ms. Ballerini:

We are pleased to inform you that The Port Authority of NY & NJ has certified your business to participate in the agency's Minority and Women-owned Business Enterprise (MWBE) Program. **Montana Construction Corp., Inc.** has also been qualified in the construction specialties and ranges noted above and included in the Port Authority's on-line directory of certified WBEs.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Business Diversity and Civil Rights in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until January 4, 2021, after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site: www.panynj.gov/supplierdiversity

If you have any questions regarding your certification, you may email me at gsimpkin@panynj.gov or call me at 201-395-3944.

Sincerely,



Gerald Simpkins
Manager, Certification Program
Office of Business Diversity and Civil Rights

2 Montgomery Street
2nd Floor
Jersey City, NJ 07302
T: 201-395-3944

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Certificate of Authority
(15 Pa.C.S.)

- ☒ Foreign Business Corporation (§ 4124)
☐ Foreign Nonprofit Corporation (§ 6124)

Name

Montana Construction Corp. Inc.

ESQUIRE ASSIST
COUNTER PICK UP

Document will be returned to the
name and address you enter to
the left.



Commonwealth of Pennsylvania
CERTIFICATE OF AUTHORITY 3 Page(s)

Fee: \$250



T0933664086

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned, hereby states that:

1. The name of the corporation is:
Montana Construction Corp. Inc.

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.
The name which the corporation adopts for use in this Commonwealth is:
N/A

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is: New Jersey

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

80 Contant Avenue	Lodi	NJ	07644
Number and street	City	State	Zip

PA DEPT. OF STATE

NOV 17 2009

2009 DEC -2 PM 2:57

PA DEPT OF STATE

One (1) copy required

BUREAU USE ONLY:

Dept. of State Entity # _____

Dept. of Rev. Box # _____

Filing Period _____ Date 3 4 5 _____

SIC/NAICS _____ Report Code _____

Check proper box:

Pennsylvania Entities

- ☐ business stock
- ☐ business non-stock
- ☐ professional
- ☐ nonprofit stock
- ☐ nonprofit non-stock
- ☐ statutory close
- ☐ management
- ☐ cooperative
- ☐ insurance
- ☐ limited liability company
- ☐ restricted professional
- ☐ limited liability company
- ☐ business trust

Foreign Entities

State/Country NJ/USA Date 11/11/09

- ☒ business
- ☐ nonprofit
- ☐ limited liability company
- ☐ restricted professional
- ☐ limited liability company
- ☐ business trust

Other

- ☐ domestication
- ☐ division
- ☐ consolidation

1. Entity Name:

Montana Construction Corp Inc.

2. Individual name and mailing address responsible for initial tax reports:

Lisa Santaite 80 Contant Ave Lodi NJ 07644
Name Number and street City State Zip

3. Description of business activity:

Utility Construction

4. Specified effective date, if any:

month/day/year hour, if any

5. EIN (Employer Identification Number), if any:

22-3235644

6. Fiscal Year End:

12/30/09

7. Fictitious Name (only if foreign corporation is transacting business in PA under a fictitious name):

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider

County

c/o: AAAgent Services LLC

Dauphin County

7. Check one of the following:

☒ **Business Corporation:** The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

☐ **Nonprofit Corporation:** The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof this

11 day of Nov

2009

Montana Construction Corp. Inc.

Name of Corporation

[Signature]

Signature

Lisa Santaite, President

Title



Underground Utility Contractor

Tel: 973.478.5200 • Fax: 973.478.7604

80 Contant Ave • Lodi, NJ 07644

www.MontanaConstructionInc.com

PRINCIPAL INDIVIDUALS' WORK EXPERIENCE

Lisa S. Ballerini – Owner, President and Treasurer

Birth Date: January 19, 1975

Associates Degree, Business Administration

Bergen Community College, 2002

Over 25 years of executive experience in underground water utility construction with Montana Construction.

Vincent Santaite – Owner, Vice President and Secretary

Birth Date: October 17, 1973

Over 25 years of field, estimating, supervisory and managerial experience in underground water utility construction with Montana Construction.



Underground Utility Contractor

Tel: 973.478.5200 • Fax: 973.478.7604

80 Contant Ave • Lodi, NJ 07644

www.MontanaConstructionInc.com

Bank

Carter Evans, Credit Line Manager
Bank of America
208 Harristown Road
Glen Rock NJ 07452
Tel. 800-852-5000 ext. 1178
Fax 201-251-5996
(Available open credit line: \$8 million)

Suppliers

Weldon Materials
141 Central Avenue
Westfield NJ 07090
Tel. 908-233-4444
Fax 908-233-4215

Tilcon New York Inc.
P.O. Box 34550
Newark NJ 07189-4550
Tel. 973-659-3664
Fax 973-659-3604

Kennedy Culvert & Supply Co.
8000 Midlantic Dr Ste 200N
Mt Laurel NJ 08054
Tel. 856-813-5000
Fax 856-813-5001

Surety

Vigilant Insurance Company
c/o Professional Insurance Associates
429 Hackensack Street
Carlstadt NJ 07072
Tel. 201-438-7500
Contact: Paul Matrale

General Liability Insurance

The Graham Company
One Penn Square West
Philadelphia PA 19102
Tel. 215-701-5225
Fax 215-933-3988
Contact: Joseph C. Holden, Esq.

PROJECTS IN PROGRESS
STATUS OF CONTRACTS ON HAND

NAME, LOCATION AND DESCRIPTION OF PROJECT	OWNER	DESIGN ENGINEER	DATE OF AWARD	CONTRACT PRICE	AMOUNT COMPLETED	BILLED TO DATE	CONTRACT BALANCE	ESTIMATED COMPLETION	CONTACT
Service Contracts									
EMERGENCY REPAIR OF SEWERS, CONTRACT NO 01-WS2017	CITY OF NEWARK	CITY OF NEWARK	August 17, 2017	\$1,741,895	\$2,161,514	\$216,514	\$0	Awaiting change order for closeout	John George 973.256.4965
ANNUAL MAINTENANCE AND REPAIRS CONTRACTS - CONTRACT A WATER DISTRIBUTION AND SANITARY SEWER SYSTEMS	BOROUGH OF MILLTOWN	CME ASSOCIATES	July 17, 2017	\$93,705	\$505,038	\$505,038	\$0	If and where directed.	Louis Pliskotka, P.E. 732.727.8000
BID NO. 18.08 SEWER MAIN REPAIRS AND REPLACEMENT UP TO 48" IN DIAMETER PROVIDING SANITARY SEWER TRUNKLINE EXCAVATION AND REPAIR SERVICES, 2 YEAR CONTRACT	CITY OF PATERSON	CITY OF PATERSON	January 16, 2018	\$1,823,062	\$1,813,407	\$1,813,407	\$9,655	If and where directed.	Harry Cevallos 973.321.1340
2018 EMERGENCY SEWER AND ROAD REHABILITATION	SECOND RIVER JOINT MEETING	SECOND RIVER JOINT MEETING	September 10, 2018	\$166,808	\$39,205	\$39,205	\$127,603	If and where directed.	James Paluch 908.353.1313
CONTRACT# 18-B-27, WATER SYSTEM INSTALLATION AND REPAIR SERVICES	BOROUGH OF CLIFFSIDE PARK	BOSWELL ENGINEERING	June 5, 2018	\$95,991	\$464,313	\$464,313	\$0	If and where directed.	Rebecca Mejia 201.641.0770
REPAIRS OF WATER MAINS AND SERVICE LEAKS AND DISCONNECTION OF WATER SERVICES, CONTRACT# 04-WS2018	PASSAIC VALLEY WATER COMMISSION	PASSAIC VALLEY WATER COMMISSION	September 20, 2018	\$6,481,505	\$4,000,000	\$3,820,670	\$2,481,505	If and where directed.	Gregg Lucianin 973.340.4300
EMERGENCY REPAIRS OF SEWERS, CONTRACT NO 01-WS2019	CITY OF NEWARK	CITY OF NEWARK	December 21, 2018	\$3,930,310	\$2,416,554	\$2,416,554	\$1,513,756	If and where directed.	John George 256-4965
BID NO 19.25 - EMERGENCY SEWER LATERAL REPAIRS	CITY OF NEWARK	CITY OF NEWARK	June 14, 2019	\$1,618,890	\$741,153	\$741,153	\$877,737	If and where directed.	John George 973.256.4965
BID NO. 19.26 SEWER MAIN REPAIRS AND REPLACEMENT FOR UP TO 48"	CITY OF PATERSON	CITY OF PATERSON	March 26, 2019	\$428,774	\$302,115	\$302,115	\$126,659	If and where directed.	Harry Cevallos 973.321.1340
CONTRACT NO 19.18, 2 YEAR AS NEEDED REPAIR AND INSTALLATION OF WATER AND SEWER COMPONENTS AND EMERGENCY SERVICES	CITY OF PATERSON	CITY OF PATERSON	March 26, 2019	\$1,719,693	\$371,792	\$371,792	\$1,347,901	If and where directed.	Harry Cevallos 973.321.1340
PROVIDING EXCAVATION AND REPAIR SERVICES ON AN "AS NEEDED" BASIS	TOWNSHIP OF FREEHOLD	TOWNSHIP OF FREEHOLD	August 20, 2019	\$724,763	\$65,967	\$65,967	\$658,796	If and where directed.	Andrea DiGiovanni 732.294.2000
ROUTE 27 OVER CARTER'S BROOK AND TEN MILE RUN TRIBUTARY, CULVERT REPLACEMENT, CONTRACT NO: 005103800	JOINT MEETING OF UNION & ESSEX COUNTIES	JOINT MEETING OF UNION & ESSEX COUNTIES	September 19, 2019	\$315,039	\$22,334	\$22,334	\$292,705	If and where directed.	Samuel McGhee 908.353.1313
CONTRACT NO. 11-WS2011, REHABILITATION OF WATER MAINS (C&L)	NEW JERSEY DEPT OF TRANSPORTATION	NEW JERSEY DEPT OF TRANSPORTATION	November 25, 2015	\$3,376,754	\$2,649,396	\$2,649,396	\$727,358	In progress	Anthony Genovese 609.530.6355
WELL NO. 4 PHASE II	MAINLINING AMERICA, LLC	MOTT MACDONALD	March 17, 2016	\$4,945,000	\$4,943,275	\$4,943,275	\$1,725	Closeout Process	Luis Best 973.808.8383
POHATCONG 002 WATER MAINS & WATER SERVICE CONNECTIONS	BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY	CME ASSOCIATES	November 2, 2017	\$1,307,111	\$1,204,096	\$1,204,096	\$103,015	In progress	David H. Coates 732.727.8000
PHYLLIS PLACE SANITARY SEWER	RIO TINTO	ARCADIS	February 9, 2018	\$43,244,621	\$37,500,000	\$36,490,319	\$5,744,621	In progress	
CONTRACT BDRLLOR-2018-30-W, BOONTON DAM LOW-LEVEL OUTLET REMEDIATION	CITY OF CLIFTON	CLIFTON	November 20, 2018	\$825,435	\$655,944	\$655,944	\$169,491	Closeout Process	David Buins 973.470.5817
HUMC CENTRAL UTILITY PLANT	JERSEY CITY MUNICIPAL UTILITIES AUTHORITY	JERSEY CITY MUNICIPAL UTILITIES AUTHORITY	October 1, 2018	\$1,454,111	\$1,392,571	\$1,392,571	\$61,540	In progress	Kevin Carr 201.432.1150
WEST MAIN STREET - PHASE 1 - WATER MAIN REPLACEMENT	ARMISTEAD MECHANICAL, INC	ARMISTEAD MECHANICAL, INC	November 12, 2018	\$611,494	\$392,423	\$392,423	\$219,071	In progress	Eric Evans
	TOWN OF CLINTON	SUBURBAN CONSULTING ENGINEERS	January 22, 2019	\$160,754	\$154,695	\$154,695	\$6,059	Closeout Process	Kathleen Olsen 908.735.8816

803	PHASE 1A SEWER CLEANING AND REHABILITATION, CONTRACT 11-WS2017	CITY OF NEWARK	CITY OF NEWARK	February 6, 2019	\$2,669,111	\$109,479	\$109,479	\$109,479	\$2,559,632	In progress	John George 973.256.4965
804	CITY HALL APARTMENTS, NEWARK	LETTIRE CONSTRUCTION	LETTIRE CONSTRUCTION	March 19, 2019	\$151,506	\$151,506	\$151,506	\$151,506	\$0	Closeout Process	Anna Rotondini 212.996.6640 x119
809	CONTRACT RT139WR-2018-18, ROUTE 139 WATER MAIN AND SEWER REPLACEMENT	JERSEY CITY MUNICIPAL UTILITIES AUTHORITY	JERSEY CITY MUNICIPAL UTILITIES AUTHORITY	March 29, 2019	\$4,621,111	\$2,796,150	\$2,796,150	\$2,796,150	\$1,824,961	In progress	Kevin Carr 201.432.1150
824	PHASE 1B SEWER CLEANING & REHABILITATION, CONTRACT 13-WS2017	CITY OF NEWARK	CITY OF NEWARK	June 14, 2019	\$6,743,122	\$173,000	\$173,000	\$0	\$6,570,122	Awarded	John George 973.256.4965
830	McBRIDE AVENUE BRIDGE PUMP STATION	BOROUGH OF WOODLAND PARK	NEGLIA ENGINEERING	September 18, 2019	\$1,667,311	\$0	\$0	\$0	\$1,667,311	Awarded	Thomas Soffaro 201.339.8805
834	LEAD SERVICE LINE REPLACEMENT PROGRAM PHASE IV(A) CONTRACT 20-WS2020	CITY OF NEWARK	CDM	September 13, 2019	\$39,067,530	\$25,106,000	\$25,106,000	\$16,364,626	\$13,961,530	In progress	Brian Fanelly 516.730.3921
835	NJ TRANSIT CONTRACT NO. 19-042X, GLADSTONE CULVERT REPLACEMENT MP 30.19	NJ TRANSIT	BIDX	October 11, 2019	\$1,121,111	\$0	\$0	\$0	\$1,121,111	Awarded	Namibia Muad 973.491.8494
840	CONTRACT NO PRB-19-1(RE-BID), MAIN STREET AND PARK PLACE SANITARY SEWER REPLACEMENT PROJECT	PEQUANNOCK RIVER BASIN REGIONAL AUTHORITY	MOTT MACDONALD	October 9, 2019	\$1,422,025	\$0	\$0	\$0	\$1,422,025	Awarded	Jaime Avagnano 973.285.9058
					\$113,386,107	\$77,228,535	\$77,228,535	\$67,304,480	\$36,159,572		