

This work so ordered shall be performed in accordance with the Contract Documents, and may include items of work not in the original contract. The Contract shall be considered substantially complete upon completion and acceptance of all items of work specified in the Order, except punch list items. After completion of the punch list items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment. The Director reserves the right to declare in default a contractor whom fails to carry out the conditions set forth in an Order of Termination for Convenience.

When the State orders termination of the Contract for Convenience, all completed items of work as of that date will be paid for at the Contract price. Payment for partially completed work will be paid for at agreed prices. Items which are eliminated in their entirety by such termination will be paid for only to the extent provided in Paragraph 2.5.3. Payment for new items, if any, will be made either at agreed prices or in accordance with Article 14.

Materials obtained by the Contractor for the Work but which have not been incorporated therein may, at the option of the State, be purchased from the Contractor at actual cost delivered to a prescribed location, or otherwise disposed of as mutually agreed.

Within sixty (60) days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred, not covered above or elsewhere in the Contract. Such claims may include such cost items as reasonable mobilization efforts, overhead expenses attributable to the Work performed, subcontractor costs not otherwise paid for, actual idle labor cost if Work is stopped in advance of the termination date. Costs, which are prohibited under provisions of the Contract and anticipated profits on work not performed, are not allowed.

2.5.3 If acceptable material is ordered by the Contractor for the eliminated item prior to the date of notification of such elimination and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for becomes the property of the State and the actual cost of any further handling will be paid for. If the material is returnable to the vendor, and if the State so directs, the material shall be returned and the Contractor will be paid for the actual cost or charges made by the vendor for returning the material. The actual costs of handling returned material will be paid for.

The actual costs or charges will be computed in the same manner as if the work were to be paid for as provided in the Contract. However, no profit will be allowed.

ARTICLE 4 THE CONTRACTOR

4.5.12 [New] Immediately upon receipt of the contract award documents from the Division of Property Management and Construction, the contractor shall notify all utility companies involved regarding utility services required for completion of the Work.

4.5.13 [New] The Contractor will establish an approved Silica Health and Safety Program when tasks generating crystalline silica dust are being performed. This

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

ARTICLE 10 PAYMENTS

10.1 Contractor Payment Process

10.1.3 [Delete Paragraph 2 under this section in its entirety. Replace with:]

The contractor may, after fifty percent (50%) of the contract work is in place and if such work is proceeding on schedule, apply for a reduction in the amount to be retained by the State for the duration of the contract. Such application must be in writing and accompanied by documentation denoting formal consent of surety to the reduction in retainage. If the Director determines that the contractor's performance has been satisfactory and that the reduction is warranted and appropriate, the State may, with the next progress payment, release any portion of the accumulated retainage in excess of five percent (5%) of the work in place and retain an amount equal to five percent (5%) of the work in place for the duration of the contract. If progress of the work is not maintained in accordance with the approved schedule, the Director may elect to re-institute retainage of ten percent (10%) of the work in place for the duration of the contract.

10.1.6 [Strike last sentence only.]

10.2.2 [Strike everything after the first sentence and replace with the following:]

No invoice shall be deemed to be formally submitted and received for payment until all dollar amounts and completion percentages for all line items to be included in the invoice have been determined and agreed upon by the State and the contractor.

10.2.4 [Strike and replace with the following:]

For purposes of the State's Prompt Payment of Contractors and Subcontractors Act (N.J.S.A. 2A:30A-1, et seq.:

a. An invoice will be deemed to have been received by the owner when it is received by the person or entity designated by the State to review and sign the invoice on the State's behalf at the address designated in the pre-construction conference for receipt of invoices. Receipt of an invoice by such person or entity shall commence the running of the 20-day period for formal approval and certification as provided under N.J.S.A. 2A:30A-2(a).

b. The "billing date" as that term is used in N.J.S.A. 2A:30A-2 shall be the earlier of the date upon which an invoice for payment is approved for payment or