

CONTRACT

MR. Cramm

39127

MERCURY ABATEMENT/ENCAPSULATION SPECIFICATIONS

**APARTMENTS 5A & 5D
722 GRAND STREET
HOBOKEN, NEW JERSEY**

Prepared for:

**Grand Street Artist Partnership
720-732 Grand Street
Hoboken, New Jersey 07030**

Prepared by:

**Environmental Waste Management Associates, Inc.
1235A Route 23 South
Wayne, New Jersey 07040**

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I. BACKGROUND

During the renovation of Apartment 5D the presence of elemental mercury contamination was revealed within the underlying flooring. ENPAK Services Company Inc. conducted a mercury vapor survey of the apartments on the fifth floor and noted a detectable mercury vapor concentration in Apartments 5A and 5D. Grand Street Artist Partnership ("Owner") is requesting bids for mercury abatement/disposal and encapsulation in Apartments 5A & 5D. Environmental Waste Management Associates, Inc. ("Consultant") will act as the project manager for this job.

II. TASKS

TASK A: Mercury Abatement/Disposal and Encapsulation of Apartment 5D

TASK B: Mercury Abatement/Disposal and Encapsulation of Apartment 5A

III. MERCURY ABATEMENT/ENCAPSULATION SPECIFICATIONS

GENERAL

1. Contractor shall be responsible for the health and safety of his/her employees.
2. Contractor shall not expose residents and/or guests of the building to suspected mercury-contaminated building material in any way.
3. The work area is to be restricted only to authorized, trained, and protected personnel. Entry into the work area by unauthorized individuals shall be reported immediately to the Owner by the Contractor.
4. Contractor shall comply with all local, county, state and federal regulations regarding mercury contamination, disposal and encapsulation.
5. Transportation of mercury-contaminated building materials and suspected mercury-contaminated building materials will not be permitted via the building's elevator. Mercury-contaminated building materials and suspected mercury-contaminated building materials are to be transported via an outside closed chute leading to a sealed dumpster located at street level. The chute can be installed along one of the building's fire escapes. The chute shall not interfere with the operations of the fire escape.

6. The work area is to be under negative air pressure during all work activities. When work has ceased, the entrance to the apartment is to be sealed unless directed otherwise by the Owner.
7. Contractor may request a decontamination unit for its worker. If so, said decontamination unit shall be located within the apartment being abated.
8. Elemental mercury removal shall be accomplished via the use of a special HEPA vacuum cleaner equipped with an activated charcoal filter on its exhaust along with mercury absorbent materials. All elemental mercury captured will be disposed of properly. Manifests shall be supplied documenting proper disposal.
9. After removal of all elemental mercury, the Contractor shall survey the abated area with a portable mercury vapor analyzer (Jerome Model 411-X or equivalent). If airborne levels are either ten times below the current American Council of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value (TLV) for elemental mercury (0.05 mg/M³ for 1994) or the lower limit of detection of the mercury vapor analyzer (0.001 mg/M³), then Contractor shall notify the Consultant to perform an independent mercury vapor survey to verify the Contractor's mercury vapor levels. If the Consultant's levels are also either ten times below the current American Council of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value (TLV) for elemental mercury (0.05 mg/M³ for 1994) or the lower limit of detection of the mercury vapor analyzer (0.001 mg/M³), then the surveyed area is complete and no further abatement work will be required.
10. The Contractor shall then apply a penetrating encapsulating agent to the underlying flooring. Said encapsulant should be capable of withstanding mechanical shock without breaching.

After the encapsulant has dried, the Consultant will survey the encapsulated area for mercury vapor. If the survey indicates levels above the values stated in paragraph 8 above, then the Contractor shall reclean the area until the mercury vapor levels are below the stated values in paragraph 8 above.

TASK A

1. The Contractor shall remove the first layer of flooring in apartment 5D and dispose of it properly.
2. The first layer of flooring appears to be constructed on a series of wood laths. Contractor shall ensure existing walls will not be affected by the removal of the first layer of flooring. Supports (wedges) may be placed under the existing

walls starting from the abutting wall line and working their way to the center of the wall. It is the Contractor's ultimate responsibility to ensure existing walls are not compromised during the removal of the any flooring.

3. In those floor areas where holes are present and ceiling insulation of the floor below is visible, Contractor shall carefully remove the visible insulation and dispose of it as mercury-contaminated building material. The Contractor shall then HEPA vacuum the top of the visible ceiling. After vacuuming, the hole shall be surveyed with a portable mercury vapor analyzer. If mercury levels are above the values stated in Paragraph 8 - GENERAL, then Contractor shall remove a portion of the surrounding wood flooring and additional ceiling insulation and recheck for mercury levels. Additional remediation will stop when mercury levels detected are at or below the values stated in Paragraph 8 - GENERAL.
4. The Contractor shall also vacuum the flooring and leading stairs of the apartment's mezzanine area. After vacuuming the Contractor shall survey the vacuumed areas with a portable mercury vapor analyzer. If mercury levels are above the values stated in Paragraph 8 - GENERAL, then Contractor shall contact the Owner for further instructions. If mercury levels are at or below the values stated in Paragraph 8 - GENERAL, then the surveyed area is complete and no further abatement work will be required.

TASK B

1. Contractor shall remove a two (2) foot wide length of the first layer of flooring along the northern wall of apartment 5A and dispose of the flooring properly. After removal and vacuuming of the exposed area, the Contractor shall survey the abated area for mercury vapor levels. . If mercury levels are above the values stated in Paragraph 8 - GENERAL, then Contractor shall remove a portion of the surrounding wood flooring and recheck for mercury levels. If mercury vapor levels are detected above the values stated in Paragraph 8 - GENERAL at the edge of apartment 5A's finished floor, the Contractor shall stop work and notify the Owner for further instructions.
2. The first layer of flooring appears to be constructed of plywood. Contractor shall ensure existing walls will not be affected by the removal of the first layer of flooring. Supports (wedges) may placed under the existing walls starting from the abutting wall line and working their way to the center of the wall. It is the Contractor's ultimate responsibility to ensure existing walls are not compromised during the removal of the any flooring.
3. In those floor areas where holes are present and ceiling insulation of the floor below is visible, Contractor shall carefully remove the visible insulation and

dispose of it as mercury-contaminated building material. The Contractor shall then HEPA vacuum the top of the visible ceiling. After vacuuming, the hole shall be surveyed with a portable mercury vapor analyzer. If mercury levels are above the values stated in Paragraph 8 - GENERAL, then Contractor shall remove a portion of the surrounding wood flooring and additional ceiling insulation and recheck for mercury levels. Additional remediation will stop when mercury levels detected are at or below the values stated in Paragraph 8 - GENERAL.

4. Contractor will not cause any damaged to the finished flooring in apartment 5A.

IV. GENERAL CONTRACT CONDITIONS

- 1.0 Contractor agrees to provide all labor, supervision, materials, supplies, equipment, transportation, tools, permits, and services for work to be performed. Contractor shall pay all federal, state, and local taxes, including excise, use, and sales tax.
- 2.0 Contractor agrees to comply with all applicable laws, regulations, ordinances, building codes, and requirements of federal, state, and local governments or agencies having jurisdiction of work to be performed.
- 3.0 Contractor shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. Contractor shall comply with all applicable provisions of federal, state, and local safety laws and building codes.
- 4.0 All work shall be performed in the most workmanlike manner and according to the best standard practices; all materials and equipment shall be new, unless otherwise specified, and of first class quality; and all work, materials, and equipment shall be unconditionally guaranteed for one year from the date of completion and acceptance. All work shall be timely performed, time being of the essence of this Agreement.
- 5.0 Contractor shall submit an invoice for payment to Grand Street Artist Partnership by the last day of each month. The invoice, upon review by Grand Street Artist Partnership and its Consultant, shall state that the value of the Contractor's work performed through the 25th day of that month, will be paid within 45 days thereafter provided that all terms specified under section 8(a) in the Agreement Form have been adhered to. Grand Street Artist Partnership shall retain 25% of each progress payment until all work is finalized.

- Final payment shall be due and payable within 45 days after the work is fully completed and accepted by Grand Street Artist Partnership. Contractor shall submit to Grand Street Artist Partnership all items as specified in section 8(c) in the Agreement Form, before final payment is issued. For a detailed description concerning payment criteria, please refer to section 8 contained within the Agreement Form.
- 6.0 Contractor waives right to file a mechanic's lien and will indemnify Owner and Contractor should any such liens be filed by Contractor or its subcontractors or material suppliers. Indemnity shall include costs and attorneys' fees.
 - 7.0 Contractor and his/her subcontractors agree to maintain insurance requirements as specified within the Agreement Form throughout the course of the work to be performed.
 - 8.0 Contractor shall indemnify and hold harmless Owner and Lessee, their employees or agents, against all loss or liability arising out of its negligence or that of its subcontractors, material suppliers, agents, and employees, said indemnity shall include defense of any claims. Owner or Consultant shall have the right to have its attorney assist in any defense of a lawsuit in which it may ultimately be held liable.
 - 9.0 Owner or Consultant may from time to time, by written instructions issued to Contractor, make changes to Drawings or Specifications and issue additional instructions, require additional work, or direct the omission of work previously ordered, and the provisions of this Agreement shall apply to all such changes, modifications, additions, or deletions with the same effect as if they were embodied in the original Contract Documents. No extra or additional work shall be compensated unless authorized by prior written change order from Owner and/or his Consultant.

V. BID INSTRUCTIONS

1.0 Submission of Bids

1.01 Sealed bids for Mercury Abatement/Disposal and Encapsulation at Grand Street Artist Partnership's Apartments 5A & 5D located at 722 Grand Street, Hoboken, New Jersey will be received at:

Place: Environmental Waste Management Associates, Inc.
1235A Route 23 South P.O. Box 648
Wayne, New Jersey 07474
Attention: John Szalkowski

Date: August 11, 1995

Time: 2:00 PM

1.02 Bids shall be submitted in a sealed envelope. The envelope shall indicate the bidder's name, address, telephone number, contract name, and shall be addressed to the attention of: John Szalkowski.

1.03 Bid Forms are attached. Contractor shall fill all blank spaces on the Bid Form and shall submit the bid price in writing and in figures. The Bid Form shall not be altered. Bid Forms submitted improperly or partially completed will be subject to rejection.

1.04 Bids shall be submitted via mail or personal delivery to the place indicated above. No oral or faxed bids shall be accepted.

1.05 The bids will be privately opened. Any bids received after the time and date stated above will be subject to rejection.

1.06 In submitting his/her bid, each bidder represents that he/she agrees to all of terms and conditions stated in the contract documents.

2.0 Obtaining Bid Documents:

2.01 Bid documents shall be distributed by invitation only. One (1) set of bid documents shall be issued to each invited bidder.

Environmental Waste Management Associates, Inc.

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2.02 Subcontractors, if any, shall obtain bid documents from Contractors invited to bid.

3.0 Examination

3.01 Each bidder shall carefully and thoroughly examine all Specifications, General Contract Conditions, Agreement Form, Bidding Form, and all other Contract Documents related to the project.

3.02 Each bidder shall inspect the subject premises and acquaint himself/herself to general site conditions that may present difficulties throughout the course of work. The scheduling for site visit(s) shall be arranged with the Consultant.

3.03 The Contractor shall be held responsible for not thoroughly reviewing all Contract Documents and for not acquainting himself/herself with the general site conditions.

4.0 Contract Discrepancies

4.01 Should a bidder find any discrepancies in or omissions from any of the Contract Documents, he/she shall notify the Consultant. Necessary clarification's will be issued to all bidders by means of an addendum.

4.02 The Consultant may be contacted at 201-633-7900.

5.0 Modifications and Withdrawal of Bids

5.01 Oral modifications will be accepted if followed by a written modification request if received prior to the time and date set for bid opening.

5.02 Bids may be withdrawn orally or by written request if received from the bidder prior to the time and date set for bid opening.

5.03 No bids will be withdrawn for a period of thirty (30) calendar days after the date set for bid receipt.

BID FORM

for:

Mercury Abatement/Disposal and Encapsulation

at

Apartments 5A & 5D

722 Grand Street

Hoboken, New Jersey

July 17, 1995

1. The undersigned has carefully examined the Drawings, Specifications, and all other Contract Documents relating to the project, acquainted himself/ herself with the premises where the work is to be performed and all other conditions relevant to the work and made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered throughout the course of the work.
2. The undersigned hereby proposes and agrees to furnish all labor, supervision, materials, equipment, tools, taxes, services and all other items necessary or appropriate for the proper and complete execution of the Tasks A for the base bid sum of _____ (\$ _____)
3. The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, tools, taxes, services and all other items necessary or appropriate for the proper and complete execution of the Tasks B for the base bid sum of: _
_____ (\$ _____)
4. The undersigned agrees, if this proposal is accepted, to enter into an agreement on the Owner's Contract Agreement Form for the indicated base bid sums.
5. In submitting this proposal, it is understood that the Owner reserves the right to reject any or all bids, waive any formalities or technicalities in any bid and to make an award in the best interest of the Owner.

Bid Price Breakdown

<u>Description</u>	<u>Units</u>	<u>x</u>	<u>Unit Cost</u>	<u>=</u>	<u>Total Cost</u>
1.) Mercury Abatement (Apartment 5D) (Approximately 2,600 sq. ft.)	_____	sq. ft. x	_____	=	_____
2.) Mercury Abatement (Apartment 5A) (Approximately 128 sq. ft.)	_____	sq. ft. x	_____	=	_____
3.) Mercury Contaminated Flooring Disposal (Approximately 20 cu. yd.)	_____	cu. yd. x	_____	=	_____
4.) Encapsulation (Approximately 2,728 sq. ft.)	_____	sq. ft. x	_____	=	_____

Mercury Abatement/Encapsulation Specifications
Apartments 5A & 5D
722 Grand Street
Hoboken, NJ
EWMA Case # 50240

Respectfully Submitted (Please Print or Type),

Contractor Corporation

Business Address Partnership

City, State, Zip Individual

Signature Other

Name

Title

Date

Telephone Number

AGREEMENT FORM

THIS AGREEMENT, made this 25 day of AUGUST, 1995, by and between Grand Street Artist Partnership, hereinafter called "GSAP" and D.W.W.
ENTER RAIZES INC., hereinafter called "Contractor".

WITNESSETH

WHEREAS, the parties hereto desire to contract with reference to the work hereinafter described.

NOW, THEREFORE, for and in consideration of the mutual and reciprocal obligations herein contained, it is agreed as follows:

Article 1. The Contractor agrees to obtain all necessary permits to complete this work, furnish all materials and perform all work in accordance with the provisions of this Agreement for the premises located at 720-732 Grand Street, Hoboken New Jersey, hereinafter called the "Project", as per contract Specification for Mercury Abatement/Encapsulation dated July 17, 1995 prepared by Environmental Waste Management Associates, Inc. all of which are made a part of this Agreement, the Drawing, and other documents set forth above being hereinafter referred to as the "Contract Documents".

Article 2. Contractor shall furnish and pay all labor, supervision, services, materials, tools, supervision, equipment, fees, permits and insurance, and perform all of the work necessary or incidentally required for the completion of the Project.

The Contractor is responsible for complying with all applicable laws, including, without limitation, all safety and health standards, conditions, regulations and requirements under the Occupation Safety and Health Act of 1970 as issued and/or amended by the U.S. Department of Labor.

Contractor is experienced in performing work of the type described in the Contract Documents and is familiar with the laws, codes and standards referred to in the Technical Specifications contained in the Contract Documents.

Article 3. GSAP agrees to pay the Contractor in New Jersey for the performance of its work the sum of THIRTY THOUSAND, ONE HUNDRED & 64 Dollars (\$30,108.00) ("Contract Sum") in current funds, subject to additions and deductions for changes as may be agreed upon, and to

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SGL
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make payments on account thereof in accordance with Article 8, subsection (a) hereof.

ORIGINAL INVOICED PLUS PERFORMANCE BOND AT VALUE.

Article 4. The work to be performed under this Agreement shall be commenced within two (2) calendar days of Contractor's receipt of a fully executed copy of this Agreement from GSAP. Subject to authorized adjustments, substantial completion shall be achieved not later than Sept 22 '95 ~~calendar~~ days after the foregoing condition for commencement of the work has been met. **DWW**

The Contractor's work shall be deemed "substantially completed" on the date upon which the following have occurred: (i) the work is certified by the Consultant appointed by GSAP to be sufficiently completed so that GSAP can utilize the work for its intended purpose, and (ii) the items remaining to be completed for final completion of the work are minor and do not interfere with the use of Project for its intended purpose and have been reduced to writing and approved by GSAP and Contractor, and (iii) all such items can be completed by Contractor within ten (10) calendar days.

This Agreement and the other Contract Documents, insofar as they relate in any part of in any way to the work undertaken herein, constitute the entire agreement between the parties hereto, and it is expressly understood and agreed that there are no agreements or promises between said parties, except as set out herein, and that any additions of changes therein shall be in writing.

Article 5. GSAP and Contractor agree that this Agreement shall be subject to the following terms and conditions:

1. GSAP shall not be liable to Contractor for any delays to Contractor's work resulting from acts, negligence or default of any other contractor, their employees or representatives, or by reason of fire or other casualty, riots, strikes, acts of God, or any cause beyond GSAP's control.
2. Contractor represents that, prior to his execution of this agreement, he inspected and thoroughly examined the premises or property where or upon which the work covered by this Agreement is to be performed. Contractor's failure to fully inspect and examine the premises or property resulting in his subsequent inability to perform the work hereunder, or any portion thereof, according to the terms and conditions of this Agreement and the other Contract Documents, shall in no way relieve Contractor of his obligations under this Agreement.

3. (a) Alterations and changes increasing and/or decreasing the work to be done by the Contractor may be made by GSAP; however, no alterations, changes, extra work or changes under this Agreement will be recognized or paid for unless agreed to in writing by GSAP before the work is done or the changes made.

(b) Contractor will furnish all materials, labor and equipment necessary for the completion of the work required by this Agreement except where expressly provided to the contrary. Where GSAP's materials are used, Contractor agrees to avoid waste and to pay for any materials lost or damaged by reason of negligence on his part. Handling of materials at the Project site shall be the Contractor's responsibility unless otherwise stated. The Contractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available or at such other time or times as GSAP may direct, so as to promote the general progress of the entire construction, and shall not by delay or otherwise, interfere with or hinder the work of any other contractor. Any materials that are to be furnished by the Contractor hereunder shall be new unless otherwise specified, and shall be furnished in sufficient time to enable the Contractor to perform and complete his work in accordance with the Project progress schedule and/or in a manner that will not delay job progress. Upon GSAP's written request, the Contractor shall furnish GSAP such evidence as GSAP may require relating to the Contractor's ability to perform this Agreement in the manner and within the time specified herein.

(c) On or before commencement of the work, Contractor shall furnish GSAP with a list of all subcontractors or suppliers for the Project.
4. (a) The Contractor is solely liable for all taxes, including social security and unemployment compensation taxes, with respect to Contractor's employees and agrees to protect and hold harmless GSAP against all liability with regard to said employees under any applicable laws.

(b) The Contractor shall be liable for all sales, use, excise and other taxes arising out of the performance of this Agreement, and shall furnish evidence of compliance to GSAP upon request.
5. (a) Should Contractor at any time or for any reason refuse or neglect to supply a sufficient number of properly qualified workmen or a sufficient quantity of materials or proper quality, or abandon the work, or fail in any respect to prosecute the work covered by this Agreement with promptness and diligence, or fail in the performance of any of the covenants or conditions herein contained, GSAP may, at its option, after twenty-four (24)

hours written notice to Contractor, provide any such labor and/or materials and deduct the cost thereof from any contract proceeds then due or thereafter to become due to Contractor under this Agreement or otherwise; or GSAP may, at its option, terminate this Agreement and, for the purpose of completing the work covered by this Agreement, GSAP shall have the right to take possession of all of the materials, tools and appliances belonging to Contractor at the Project site, and GSAP may either complete said work itself or may employ or contract with any other person or persons to complete the work and provide the materials therefore, and in case of such termination of this Agreement, Contractor shall not be entitled to receive any further payment under this Agreement until such work shall have been finished completely and payment therefore made by GSAP to the person or persons completing same, at which time if the unpaid portion of the amount to be paid under this Agreement exceeds the charges, expenses and damages incurred by GSAP in completing the work or as the result of the Contractor's default, such excess shall be paid by GSAP to Contractor, but if such charges, expenses and damages shall exceed said unpaid portion, Contractor shall pay the difference to GSAP.

(b) In the event that the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, the parties hereto agree that such could impair or frustrate the Contractor's performance under this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, GSAP shall be entitled to either (1) terminate this Agreement in which event the terms of Paragraph 5 (a) shall apply or (2) request of Contractor or its successor in interest adequate assurances of future performance in accordance with the terms and conditions hereof. Should Contractor or its successor in interest fail to comply with such request within ten (10) days of delivery thereof, GSAP shall have immediate resort, without further notice, to the rights and remedies provided in Paragraph 5 (a) and elsewhere in the Contract Documents, or as provided by law. Pending receipt of such adequate assurances of future performance, GSAP may proceed with the work with other forces on a time and material or other appropriate basis.

(c) If requested by the Owner, the Contractor shall furnish at his/her expense a bond guaranteeing the faithful performance of one hundred percent (100%) of the Contract and the completion of the Work in a skillful and workmanlike manner, and a bond guaranteeing one hundred percent (100%) payment of all obligations arising thereunder, in such form or penal sum as the Owner may prescribe. The surety or sureties from whom the bonds are obtained shall be subjected to the approval of the Owner at the time the Contract is awarded. The Owner reserves the right to select the

surety and to purchase the bonds directly from the surety. Whether or not the Work has been faithfully performed and completed in a skillful and workmanlike manner is to be solely determined by the Owner or its designee. The Contractor shall guarantee to the Owner that the total premium on these bonds shall not exceed three-fourths of one percent (0.75%) and any excess cost over such guaranteed percent shall be borne by Contractor.

Any bond required by this section shall be accomplished by a power of attorney substantiating the agent's authority to execute the bond on behalf of the surety company. This power of attorney shall be certified as being in full force and effect as of the date of the bond. No change in the Work, the Contract Sum, or any time limitation expressed in the Contract Documents shall release the surety or sureties from their obligations under the bonds.

6. (a) Until completion and final acceptance of the work, or for such longer period as specified herein, contractor shall maintain and pay for such employer's liability and worker's compensation insurance as may be necessary or as specified hereinafter to insure the liability of the parties hereto for injuries to, or death of, Contractor's employees, and Contractor shall also carry adequate public liability insurance as hereinafter specified, covering bodily injury or property damage occasioned by the acts or omissions of Contractor, its agents or employees in the performance of any of the work covered by this Agreement, and Contractor shall also carry all insurance required by the laws of the place where said work is to be done, and shall also insure his own risk in and about the building site, including all temporary material and structures used by Contractor and Contractor's tools and equipment. Certificates evidencing the Contractor's purchase of said insurance shall be furnished to GSAP prior to any work being commenced in connection with the Agreement. Each policy of insurance required herein shall provide for a minimum of thirty (30) days written notice to GSAP prior to cancellation.

(b) Contractor shall provide state worker's compensation insurance and employer's liability coverage and the other insurance coverage required in Paragraph 1 of the Addenda attached hereto and made a part hereof, and provide GSAP with certificates of insurance evidencing such.

(c) Contractor shall require that each subcontractor provide and maintain in full force and effect, the insurance required by this Agreement, and each such subcontractor shall provide GSAP with a certificate of insurance evidencing the required coverage before commencing work. It is expressly understood and agreed between the parties hereto that compliance with the foregoing requirements with respect to insurance shall not relieve

Contractor from any liability under the indemnity provisions of the Agreement.

(d) To the fullest extent permitted by law, Contractor shall indemnify and hold harmless GSAP, and its agents and employees from and against all claims, damages, losses and/or expenses, including, but not limited to attorneys' fees, arising out of or resulting from the performance of this Project. These indemnification obligations shall be limited to such claim, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, to the extent caused in whole or in part by any act or omission of the Contractor or anyone directly or indirectly employed by him or by anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Paragraph 6. This indemnification shall survive the expiration or termination of this Agreement.

(e) Contractor shall indemnify and hold harmless GSAP from and against any and all claims, actions, liability, fines or penalties, losses, costs and expenses, including attorney's fees, arising out of any actual or alleged pollution, contamination or adulteration of water or the spilling, dumping, release and/or disposal of hazardous material at the construction site by Contractor, its agents, employees or subcontractors. It is further agreed and understood that such indemnification shall apply to all claims even if such claim is not discovered or made until after the conclusion of this Agreement.

7. Contractor shall, as his work progresses, remove all rubbish, debris and surplus materials which may accumulate from the performance of the work covered by this Agreement. Should he fail to do so, GSAP may cause the same to be removed at Contractor's expense. Contractor agrees to abide by GSAP's decision as to the allotment of all temporary storage and work space at the Project site or in any buildings thereon.
8. (a) Contractor shall submit to GSAP an invoice for payment by the last day of each month stating the value of his work performed through the 25th day of that month, which invoice, when reviewed and approved by GSAP and Consultant, will be paid within forty-five (45) days thereafter provided:
(a) progress of the work by Contractor has been verified by GSAP and Consultant, (b) that GSAP may retain twenty-five percent (25%) of each progress payment ("retainage") until final completion and acceptance of the work, (c) Contractor has executed and furnished to GSAP a partial waiver of

lien for each progress payment and has furnished evidence that all claims for labor and materials have been paid, if requested by GSAP, and (d) Contractor has complied with all of the provisions of this Agreement. No payment made under this Agreement shall be construed to be an acceptance of work and/or materials which are defective or otherwise not in accordance with the Contract Documents.

(b) Contractor warrants that: (1) title to work, materials and equipment covered by an Application for Payment will pass to GSAP either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) work, materials and equipment covered by previous Applications for Payment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no work, materials or equipment covered by an Application For Payment will have been acquired by the Contractor or any other person performing work at the site or furnishing materials or equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

(c) Final payment, as contained in a Final Application for Payment, constituting the entire unpaid balance of the contract price, including retainage, shall be due and payable forty-five (45) days after the work is fully completed and accepted by GSAP. Before issuance of final payment, the Contractor shall submit to GSAP the following:

- (i) all manifests required under the Contract Documents have been delivered to GSAP or the Consultant;
- (ii) evidence satisfactory to GSAP that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's work have been satisfied;
- (iii) final waivers of notarized lien satisfactory to GSAP executed by Contractor and each of its subcontractors;
- (iv) satisfactory guarantees, warranties and certificates required by the Contract Documents.

9. Neither Contractor nor any of his subcontractors shall employ any workmen whose employment on the Project covered by this Agreement is objected to by GSAP.

10. Should the Contractor fail to pay for all labor, services and materials used or purchased for use in the prosecution of said work, GSAP may, at its option, pay all such claims and charges by joint check or otherwise, at Contractor's cost. In the event suit is brought asserting a claim or lien for labor, services or material used or purchased for use in the work covered by this Agreement, Contractor shall pay any expenses incurred by GSAP in connection with the defense of said suit, including attorneys' fees and any judgment rendered therein against GSAP.
11. Contractor specifically agrees that in regard to the performance of the work provided under this Agreement, he is an independent contractor and an employing unit subject as an employer to all applicable unemployment compensation statutes and other applicable federal, state and/or municipal laws, ordinances and regulations.
12. Contractor shall not subcontract, assign or transfer this Agreement, any part thereof, or any part of the proceeds thereof, without GSAP's prior written consent.
13. The Contractor shall promptly correct all work rejected by GSAP as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion, and whether or not fabricated, installed or completed. If within one (1) year after the date of final completion of the entire work, or within one (1) year after written acceptance by GSAP of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall, at the Contractor's sole cost and expense, correct it promptly after receipt of a written notice from GSAP to do so unless GSAP has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Agreement and shall be in addition to and not in limitation of or substitution for the obligations and warranties, both express or implied, otherwise imposed on Contractor under the Contract Documents and by law.
14. In the event that Contractor's performance of this Agreement is delayed or interfered with by acts of GSAP, Contractor may request an extension of the time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the contract price or to damages or additional compensation as a consequence of such delays.
15. No allowance of an extension of time, for any cause whatsoever, shall be claimed by the Contractor or be granted to him unless the Contractor shall have made written request upon GSAP for such extension within forty-eight (48)

hours after the cause for such extension occurred or become known to Contractor.

16. Contractor agrees to perform the work called for in this Agreement in such manner as not to injure or damage any other work performed by GSAP or any other contractor, and Contractor further agrees to pay GSAP for any damage that may be caused to such other work by the Contractor, by his agents or employees, or by any subcontractor or other person for whom Contractor is responsible.
17. All notices, demands, or other communications of any type (herein collectively referred to as "Notices") given by the Contractor to GSAP or by GSAP to Contractor whether required by this Agreement or in any way related to the transaction contracted for herein, shall be void and of no effect unless they are in writing and delivered to the person to whom the notice is directed, either in person with a signed receipt from the recipient's representative or by United States mail, sent registered or certified, return receipt requested. Notices delivered by mail shall be effective when deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper with proper postage affixed, addressed as follows:

CONTRACTOR:

*D.W.W. FEATER PRIZES
76 DOVER AVE
TRENTON, N.J. 08638*

GSAP:

Grand Street Artist Partnership
722 Grand Street
Hoboken, New Jersey 07030
Attention: Steve Keough

COPY TO:

John Szalkowski
Environmental Waste Management Associates, Inc.
1235A Route 23 South, P.O. Box 648
Wayne, New Jersey 07474


Either party hereto may change the address for notice specified above by giving the other party ten (10) days advance written notice of such change of address.

18. Should GSAP employ an attorney to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to collect damages for the breach of this Agreement, or to


prosecute or defend any suit resulting from this Agreement, Contractor agrees to pay GSAP all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein. It is expressly agreed by the parties to this Agreement that all of the terms and conditions hereof are performable in New Jersey.

EXECUTED AND EFFECTIVE as of the date and year first written above.

CONTRACTOR:

By: 
DAVID WILLIAMSON
Title: PRESIDENT

GRAND STREET
ARTIST PARTNERSHIP

By: 
STEPHEN KOUGH
Title: PRESIDENT

ADDENDA BETWEEN ("CONTRACTOR") AND GRAND STREET ARTIST PARTNERSHIP ("OWNER")

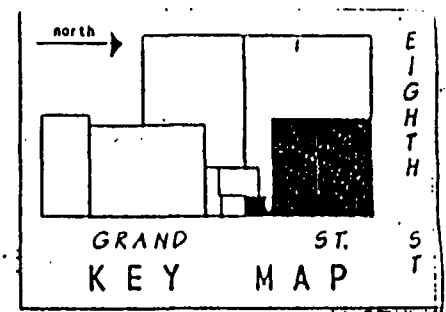
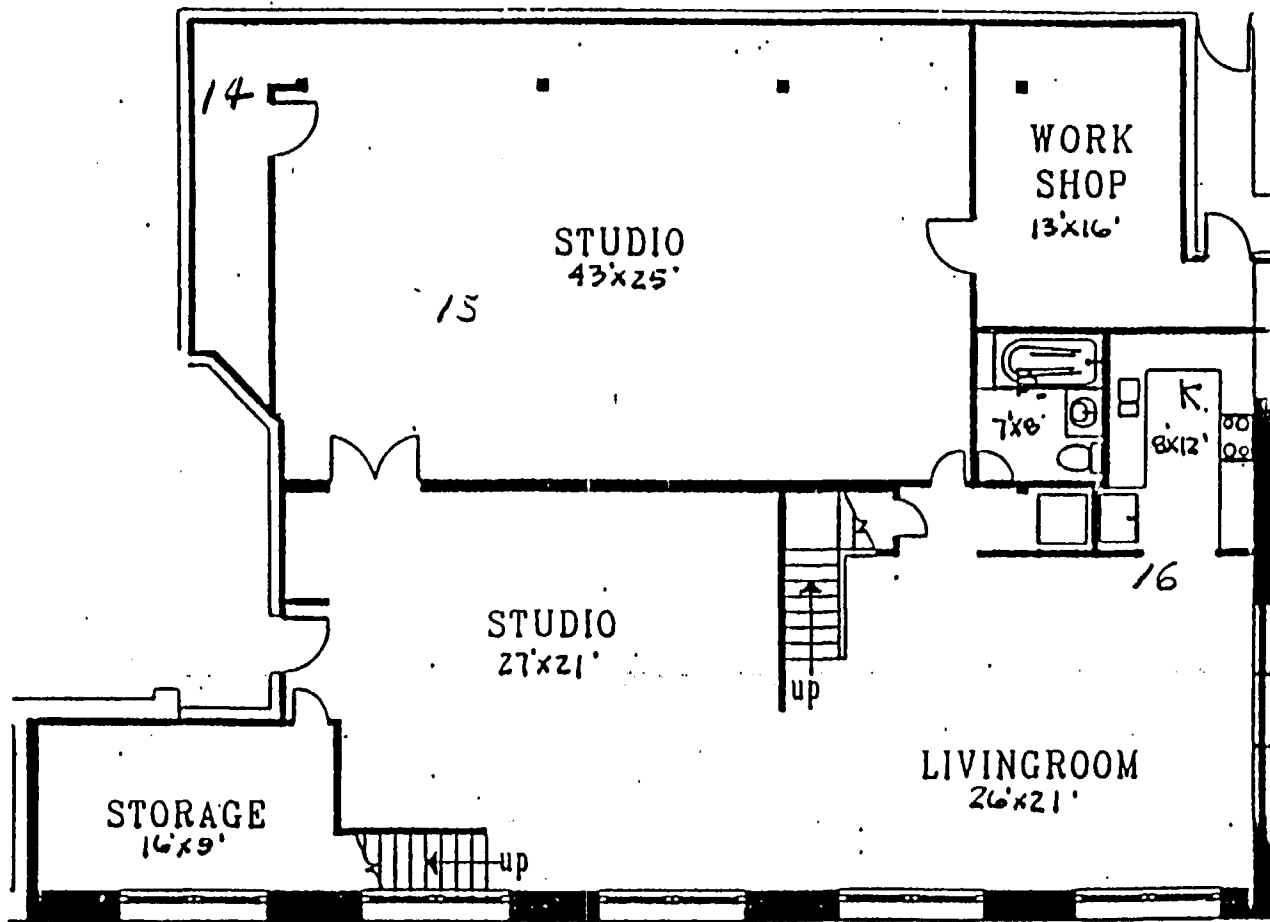
1. INSURANCE

Contractor hereby agrees to maintain in full force and effect at all times while it has any obligations remaining under this agreement, policies of insurance issued by a carrier acceptable to GSAP which afford the following coverages:

- (1) Comprehensive General Liability Insurance with a Broad Form Endorsement, including coverage for Bodily Injury, Property Damage, Personal Injury, Products and Completed Operations in an amount not less than \$1,000,000 Combined Single Limit. XCU Exclusion if any, to be deleted and Personal Injury Contractual Liability Exclusion deleted.
- (2) Comprehensive Auto Liability Insurance including Owned, Non-Owned and Hired Car Coverage in an amount not less than \$1,000,000 Combined Single Limit.
- (3) Completed Operations Liability coverage for a period of one (1) year following substantial completion of the Project, with a policy of \$1,000,000.
- (4) Employer's Liability Insurance in an amount of not less than \$500,000.00.

Contractor hereby agrees to deliver to GSAP, prior to commencing the work, Certificates of Insurance evidencing the above coverage with limits not less than those specified above. Such Certificates, with the exception of Workers Compensation Insurance, shall name Grand Street Artist Partnership, as additional insured parties. Further, all Certificates shall expressly provide that no less than thirty (30) days prior written notice shall be given GSAP in the event of material alteration to or cancellation of the coverages evidenced by such Certificates with no disclaimer. The limits of insurance required shall not limit Contractor liability under the indemnity clause.

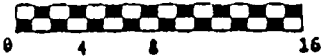
All policies of insurance required hereunder of Contractor and any subcontractor: (1) shall be primary insurance, and any other coverage possessed by GSAP shall be excess over Contractor's coverage and all deductibles, (2) shall not be affected by the act or omission of any insured or additional insured, and (3) shall be issued by companies having an A.M. Best's rating of A-XIV or equivalent and authorized to issue such insurance in the state in which the Project is located.



200170

note: all room dimensions are approximate

scale: 3/32" = 1'-0"



720-732 GRAND ST., HOBOKEN, N.J.

TOTAL UNIT AREA
2633.62 S.F.

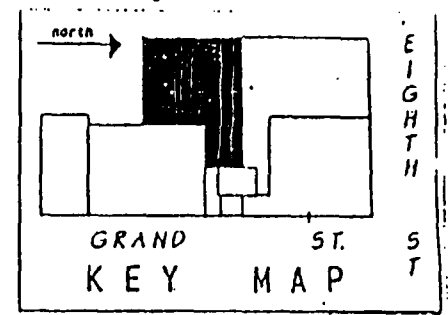
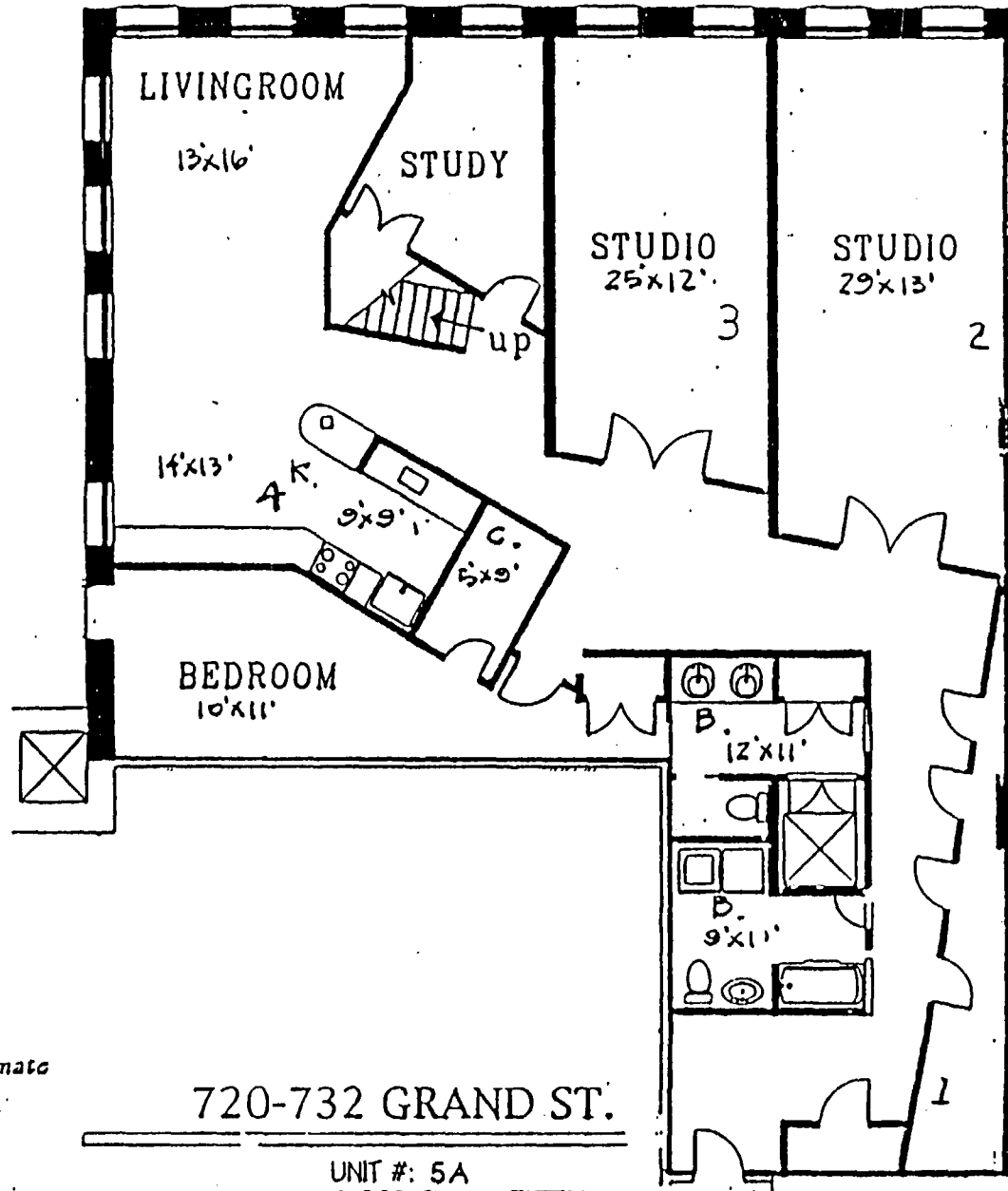
UNIT #: 5 D
FLOOR PLAN: FIFTH
LIVING AREA: 1371.62 S.F. STUDIO AREA: 1262 S.F.

JAMES S. McNEIGHT / ARCHITECT

260 NINTH ST.; HOBOKEN, N.J.

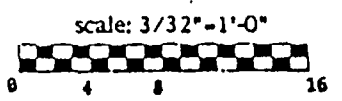
201-795-9119

THIS CONSTITUTES A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED



200171

note: all room dimensions are approximate



720-732 GRAND ST.

TOTAL UNIT AREA
2571.64 S.F.

UNIT #: 5A
 FLOOR PLAN: FIFTH
 LIVING AREA: 1881.64 S.F. STUDIO AREA: 690 S.F.

JAMES S. McNEIGHT / ARCHITECT
 260 NINTH ST., HOBOKEN, N.J.
) 201-795-9119
 THIS CONSTITUTES A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED