

SECTION 8.0
RIDER B – ADDITIONAL DOCUMENTS

BID No.: 2017-RED-BID-CON-067

RIDER "B"
ADDITIONAL DOCUMENTS
ABATEMENT, DEMOLITION AND SITE IMPROVEMENT SERVICES
FORMER MYER CENTER, FORT MONMOUTH
BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NJ

Additional Contract Documents for both the Base Bid and Add Alternate Scope of Work include:

1. Plan Set: Drawing #'s BB-1 through BB-6, and Drawing #'s 1 through 82
2. Technical Specifications
3. Compiled Mechanical Equipment Inventory
4. Report of Concrete/Masonry/Caulk Sampling dated March 3, 2017
5. Report of Asbestos Identification Survey dated March 3, 2017
6. Report of Lead Based Paint Identification Survey dated March 3, 2017
7. Universal Waste Investigation Report dated March 3, 2017
8. Preliminary Site Assessment Report dated February 2017

SECTION 8

MOLD NOTIFICATION and HOLD HARMLESS AGREEMENT

Be advised that Parcel F-1, a/k/a the Myer Center and associated buildings, located on the former Fort Monmouth property, contains elevated levels of mold. Anyone who plans on touring this building should take all necessary precautions to protect themselves against possible exposure to mold while inside the Myer Center.

_____ and/or its successors or assigns hereby assumes all responsibility for any injury to person or property resulting from the actions of _____ or its officers, employees, agents, designees, invitees and patrons while in or on Fort Monmouth Parcel F-1 which includes the Myer Center and associated buildings ("the Property"). _____ shall be liable to the United States Army ("Army"), the Fort Monmouth Economic Revitalization Authority ("FMERA") and the New Jersey Economic Development Authority ("NJEDA") and covenants and agrees that it shall indemnify, defend and hold the Army, FMERA and NJEDA and their officers, agents, servants and employees (the "Indemnified Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, expenses and rights of action ("Action"), including without limitation reasonable attorney's fees and court costs, which shall or may be imposed or incurred by the Indemnified Parties at any time and from time to time by reason of any and all risks, loss or damage to property or injury to or death of persons, and any and all risks of other damage to whomsoever occurring, arising out of or in any way connected with _____'s entry, or the entry of its agents, servants, employees, invitees or licensees, onto the Property, provided however, that _____ shall not indemnify the Indemnified Parties for Actions arising from gross negligence or willful misconduct of the Indemnified Parties. _____ further agrees to protect against and prevent any damage or loss to the Property, including but not limited to environmental contamination, and hereby agrees to pay for or repair any damage or loss to same arising from the activities of _____ or its agents, servants, employees, invitees or licensees, on the Property.

Receipt of this notification is hereby confirmed:

By: _____

Date: _____
