G-WING INTERIOR DEMOLITION AND ENVIRONMENTAL ABATEMENT OF THIRD AND FOURTH FLOORS

RCNJ Project # 12-240.6C

at

505 Ramapo Valley Road
Mahwah, New Jersey 07430

PROJECT MANUAL

Architect
Mitchell/Giurgola Architects, LLP
New York, NY

Engineer
Joseph R. Loring and Associates
New York, NY

Environmental Consultant
USA Environmental Management
Trenton, NJ

Construction Manager
Cambridge Construction Management, Inc.
Somerville, NJ
RECEIPT OF BID DOCUMENTS

TO: Potential Bidders

FROM: Cambridge Construction Management, Inc.

DATE: July 27, 2012

RE: Ramapo College of New Jersey
    G-Wing Demolition of 3rd and 4th Floors
    RCNJ Project No. 12-240.6C

Each potential bidder is to fill out this form and return to the attention of Mr. Daniel Connelly of Cambridge Construction Management via fax 201-684-6696 or e-mail dconnelly@cambridgecm.com to acknowledge receipt of the bid documents for the project referenced above. By completing and submitting this form, your firm will be on the potential bidders list and will receive all issued addendums.

RECEIVED BY: ___________________________ DATE: ______________

COMPANY: ________________________________
G-WING INTERIOR DEMOLITION AND ENVIRONMENTAL ABATEMENT
OF THIRD AND FOURTH FLOORS
Bid No. 12-240.6C

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Prepared by:
Cambridge Construction Management
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NOTICE TO BIDDERS

PROPOSAL NO. 12-240.6C

PUBLIC NOTICE is hereby given that SEALED BIDS will be received for a REBID of the G-Wing Interior Demolition and Environmental Abatement of Third and Fourth Floors project at Ramapo College of New Jersey.

Sealed bids will be received at the Office of the Director of Purchasing, Academic Complex Wing D Room D-116, Ramapo College of New Jersey, 505 Ramapo Valley Rd., Mahwah, NJ until 2:00 PM local time, Tuesday, August 7, 2012, at which time they will be publicly opened. If because of inclement weather the College is officially closed on the bid due date, the bid opening will be postponed until the next business day at the originally scheduled time.

The project involves the gut demolition and environmental abatement of approximately 43,000 square feet of the existing 3rd and 4th floors of the G-Wing building in advance of planned renovations. Existing construction contains demountable metal partitions, gypsum partitions, acoustical ceilings, and MEP infrastructure. Bids will be received for a single contract covering all work indicated in the construction documents, including environmental abatement.

The Bid Documents will be available for download from the College’s website http://www.ramapo.edu/demo-g-wing.html at 9:00 AM, Friday, July 27, 2012. Bidders may also purchase documents directly from ACE Reprographic Service, 74 East 30th Street, Paterson, NJ 07514 (telephone 973-684-5945) per the printer’s copying and shipping charges.

Proposals must be made upon, and in accordance with, the bid forms supplied by the Director of Purchasing. Bid proposals shall hold for sixty (60) days from the date of the bid opening.

Bidders are required to comply with requirements of New Jersey Public Law 1975 Chapter 127 (N.J.A.C. 17:27). All bidders, and their subcontractors, shall be registered with the Commissioner of Labor for Public Works in accordance with New Jersey Public Law 1999 Chapter 238 B, The Public Works Contractor Registration Act. All bidders shall comply with New Jersey Public Law 2005 Chapter 51 (formerly Executive Order 134).

Bids must be accompanied by a Certified or Cashier’s check or Bid Bond payable to Ramapo College of New Jersey in the amount of ten percent (10%) of the total amount bid. The bidder shall provide a Certificate of Surety from a company authorized to issue such coverage in the State of New Jersey. The bidder’s surety shall state that 100% performance and payment bonds will be furnished to the successful bidder.

A Prevailing Wage Rate Determination is available within the bid documents and will be made a part of the final contract document.

The College reserves the right to waive any informality or to reject any or all bids. Bid envelopes must be marked with Bid No. 12-240.6C and indicate “Sealed Bid” in the lower left hand corner.

Richard M. Roberts
Contracting Officer
(201) 684-7616
BID REQUEST COVER SHEET

Bid No.: 12-240.6C

Opening Date: Tuesday, August 7, 2012

Time: 2:00 pm

Title: Ramapo College of New Jersey
G-Wing Interior Demolition and Environmental Abatement of 3rd and 4th Floors

This bid request consists of the following documents (marked ‘X’) attached hereto and made part hereof:

X *Proposal Form (C103)
X Campus Map & Travel Directions

X *Non-Collusion Affidavit (C104)
X Wage Rate Requirement (C114)

X *Stockholder Disclosure Form (C105)
X **Public Works Contractor Registration Act

X Agreement Between Owner & Contractor Form (C110)
X **NJ Business Registration Certificate

X *Agreement of Surety Form (C106)
X Instructions to Bidders

NOT required of subcontractors

X *Bid Security Form (C107)
X General Conditions

X Performance/Payment Bond Forms (C108, C109)
X Drawings and Specifications

X Affirmative Action Requirement

X Executive Orders No. 34, 151, & 189
and Public Law 2005, Chapter 51

The bidder is responsible for reviewing the bid request documents and submitting a complete bid proposal package.

* Indicates items in the Project Manual which must be returned with the Bid.

** Indicates items which require submission with the Bid but have no forms provided in the Project Manual.

By signing this form, the bidder acknowledges receipt of the aforementioned checked-off documents.

__________________________________________
Name (Printed or Typed)    Signature

Firm Name: ________________________________________ _________________________________

__________________________________________
PROPOSAL FORM  
RAMAPO COLLEGE OF NEW JERSEY

Return this proposal in a sealed envelope marked with the Project Bid No. and indicate "Sealed Bid" in the lower left hand corner. 

Date: August 7, 2012  
RCNJ Project No.: 12-240.6C

Proposal Submitted To:  
Richard M. Roberts, Contracting Officer  
Ramapo College of New Jersey  
505 Ramapo Valley Road  
Mahwah, NJ 07430  
Tel.: (201) 684-7616

Project Title: G-Wing Interior Demolition and Environmental Abatement of 3rd and 4th Floors

This proposal will be accepted no later than 2:00 PM, Tuesday, August 7, 2012, after which time all proposals will be publicly opened and read.

**********  
Firm Name &  
Address  
**********

The undersigned propose to furnish all labor and materials as called for in the Bidding Documents for:

Bid Amount (Base Bid)  
______________________________ (dollars) ($______________).  
(Lump Sum all trades)

Bidding Documents:  
1. Project Manual  
2. Drawings

Time:  
The work to be performed under this Contract shall be complete in accordance with the following milestone dates (see section 01 11 05 Time of Completion):

Pricing to hold good through 60 days after bid due date.

The contractor must complete required information on the original and all supplemental pages of this proposal. If the information is not properly completed and is not received on time, the bid proposal will not be read and will be rejected.
Please Note: A Certified Check or Bid Bond in amount of 10% of the base bid is required.

Contractors must submit prices for all alternates and unit prices when requested, otherwise the bid will be considered non-responsive.

Having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including availability of materials and labor, Bidder hereby proposes to furnish all labor and materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within the consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, a sum for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges and affirms that he has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project, the geographic location of the project as issued by the Commission of the Department of Labor and Industry, Trenton, NJ 08625, (609) 292-2259.

Bidder acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date of Addendum</th>
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</tbody>
</table>

____________________________________________________________
Signature of Principal
FOR SINGLE BID (Lump Sum all trades) ONLY - QUALITY ASSURANCE

FOR BIDDER:

Following are five (5) projects similar to this project recently completed by our firm. (Bidder acknowledges that the College or Architect may contact the Owners or their representatives for references).

1. Owner: _________________________________________
   Owner's Representative: ____________________________ Tel. No.: (       ) _______________ 
   Location: _________________________________________
   Description: ______________________________________
   Project Cost: ______________________________________
   Date Completed: ____________________________________

2. Owner: _________________________________________
   Owner's Representative: ____________________________ Tel. No.: (       ) _______________
   Location: _________________________________________
   Description: ______________________________________
   Project Cost: ______________________________________
   Date Completed: ____________________________________

3. Owner: _________________________________________
   Owner's Representative: ____________________________ Tel. No.: (       ) _______________
   Location: _________________________________________
   Description: ______________________________________
   Project Cost: ______________________________________
   Date Completed: ____________________________________

4. Owner: _________________________________________
   Owner's Representative: ____________________________ Tel. No.: (       ) _______________
   Location: _________________________________________
   Description: ______________________________________
   Project Cost: ______________________________________
   Date Completed: ____________________________________

5. Owner: _________________________________________
   Owner's Representative: ____________________________ Tel. No.: (       ) _______________
   Location: _________________________________________
   Description: ______________________________________
   Project Cost: ______________________________________
   Date Completed: ____________________________________
The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract within 10 days and deliver Performance and Payment Bonds as required in Instructions to Bidders.

The bid security attached in the sum of ____________________________($__________) is to become the property of the State in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

(Seal if bid is by a corporation) By: ________________________________
(Name of firm)

__________________
(Signature)

__________________
(Title)

__________________
(Business Address)

Telephone No. 
Facsimile No.

Any change in ownership information since filing your current financial/experience statement? If yes, attach explanation.

( ) YES  ( ) NO

Federal Identification No.

Social Security No.
RAMAPO COLLEGE OF NEW JERSEY
NON-COLLUSION AFFIDAVIT

Project Title: G-WING INTERIOR DEMOLITION OF 3RD AND 4TH FLOORS

STATE OF NEW JERSEY

COUNTY OF

I, ___________________________, of the City of ____________________________, in the County of ____________________________, and the State of __________________________________________, of full age, being duly sworn according to law on my oath depose and say that:

I am ____________________________________________, of the firm of ____________________________________________, the bidder making the proposal for the above named project, and that I execute the said Proposal with full authority so to do; that the 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 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.

Subscribed and sworn to before me the ________ day of __________ 20__.  

Notary Public of ____________________________________________

My Commission expires __________, 20__. 
Firm Name __________________________
Address __________________________
City & State __________________________

In the spaces provided, list the names and addresses of all owners, partners, directors, officers and indirect owners owning 10% or more interest in the bidder's firm. If corporate owner, list in the space provided stockholders or corporation whose ownership through the corporation is 10% or more of the bidder. Complete affidavit at bottom of form. If this has already been submitted to Ramapo College, use the form for any changes and complete the affidavit.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
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<tbody>
<tr>
<td></td>
<td>(Street, City/Town, County, State, Zip)</td>
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President of the firm (Type or print name) __________________________ Phone __________________________

I certify that: _____ List of stockholders names and addresses has been submitted to Ramapo College and it is current and correct to the best of my knowledge, with the exceptions as listed above.

_____ The list of stockholders above is current and correct to the best of my knowledge.

_____ There are no stockholders holding 10% or more interest in this corporation or firm to the best of my knowledge.

Signature of Authorized Representative
CONTRACT FOR CONSTRUCTION

Agreement made on             between Ramapo College of New Jersey (the “Owner”) as the project owner, and     (the “Contractor”) as the Construction Contractor.

Contractor:
Address:

Project: Ramapo College of New Jersey
G-Wing Interior Demolition and Environmental Abatement of 3\textsuperscript{rd} and 4\textsuperscript{th} Floors
RCNJ Project No. 12-240.6C

1. EMPLOYMENT OF CONTRACTOR/PROJECT DESCRIPTION: The Owner employs the Contractor and the Contractor agrees to perform all obligations described in the Contract Documents (as defined herein) as required in connection with the construction of the project identified above (the “Project”).

2. CONTRACT DOCUMENTS: The Contract evidenced by this Agreement includes and incorporates by reference the Contract Documents, as follows:

   a. Contractor's Bid
   b. This Agreement
   c. Project Specifications and Drawings
   d. Addendums
   e. Applicable Prevailing Wage Rates Determined by N.J. Department of Labor

3. PROJECT PARTICIPANTS: The following have been designated or retained by the Owner as project participants:

   3.1. Contracting Officer:

       Name: Richard M. Roberts
       Title: Associate Vice President for Administration and Finance, Contracting Officer
       Address: Ramapo College of New Jersey
                 505 Ramapo Valley Road
                 Mahwah, New Jersey 07430
       Telephone Number: (201) 684-7616

   3.2 Construction Manager:

       Firm Name: Cambridge Construction Management
       Address: 335 East Main Street
                 Somerville, New Jersey 08876
       Telephone Number: (908) 253-9500
The Owner may replace any of these participants upon written notice to the Contractor.

4. **CONTRACT PRICE:** The Contractor shall be paid $___________ (the “Contract Price”) for the complete performance of this Contract, in accordance with the payment provisions set forth in the Contract Documents. The Contract Price is calculated as follows:

5. **SCOPE OF WORK:** The Contractor shall perform all Work and satisfy all other obligations described in the Contract Documents. The Contractor shall assume full responsibility for constructing and completing the Work described in the Contract Documents, including providing all labor, subcontractors, services, materials and equipment required, and providing all supervision, management, and scheduling required in the Contract Documents.

6. **CONTRACT TIMES:** It is agreed that Time is of the Essence for all dates and durations specified for the start of construction and the substantial completion and final completion of the Project.

7. **CONSTRUCTION START:** The Work shall commence on the project site no later than seven (7) calendar days after the Owner issues a Notice to Proceed.

8. **SUBSTANTIAL COMPLETION:** It is agreed that the Contractor shall meet the milestone dates as specified in section 01 11 05 Time of Completion.

9. **FINAL COMPLETION:** It is agreed that all work performed pursuant to this Contract and all contractual obligations of the Contractor shall be finally completed within 30 calendar days after the date of Substantial Completion. All requirements for final completion are set forth in the Contract Documents.

10. **NOTICES:**

    **Notice to the Contractor:** Written notice required to be given to the Contractor under this Contract shall be addressed to:

    **Notice to the Owner:** Written notice required to be given to the Owner under this Contract shall be addressed to both:

    Richard M. Roberts  
    Ramapo College of New Jersey  
    505 Ramapo Valley Road  
    Mahwah, New Jersey 07430
11. **CONTRACT TERMS, CHANGES, AND LAW:** This Agreement and the Contract Documents incorporated by reference herein constitutes the entire agreement between the Owner and the Contractor, and shall be governed by the laws of the State of New Jersey, including, without limitation, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., including the notice and time of suit provisions of the Act. The terms and conditions of this Contract may not be changed except by a writing signed by duly-authorized representatives of the Contractor and the Owner.

12. **PREVAILING WAGE STATUTE:** The Contractor and all subcontractors must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the regulations promulgated thereunder. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the Project must be paid prevailing wages at the applicable rates as determined by the NJ Department of Labor, which rates are set forth in the Contract Documents and incorporated herein by reference. As provided by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid the applicable prevailing wages on the Project, and the Contractor and its surety shall be liable to the Owner for any additional costs which result therefrom. The Contractor is advised that the applicable wage rates may change over the life of the Contract, and that payment by the Contractor and all subcontractors to all covered workers shall be in accordance with any rate changes instituted over the life of the Contract. The Contractor shall regularly consult the New Jersey Department of Labor’s Prevailing Wage Website http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html for changes to prevailing wage rates.

13. **DISCRIMINATION IN EMPLOYMENT:** The Contractor and any subcontractors employed by it shall comply with N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-1 et seq., including N.J.S.A. 10:5-31 through 35, which prohibit discrimination in employment in public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this Contract and binding upon the Contractor and its subcontractors. If the Owner is notified of any violation of the public contract awarding regulations in accordance with N.J.A.C. 17:27-7.4 concerning the financing of minority and women outreach and training programs, the Owner reserves the right to deduct the outreach and training allocation from the contract. During the performance of this Contract, the Contractor agrees that:

**DISCRIMINATION:** It shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor shall 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 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 rate 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 setting forth the provisions of this non-discrimination clause.

ADVERTISEMENTS: The Contractor shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

NOTICES: The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers representative of the Contractor commitment, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

HANDICAP: The Contractor shall comply with N.J.S.A. 10:5-4.1 which prohibits any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practice against such a person unless the nature and the extent of the handicap necessarily precludes the performance of the particular employment duties.

14. COMPLIANCE WITH PROCUREMENT STATUTES: The Contractor warrants and represents that this Contract has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey, and in particular the provisions of N.J.S.A. 18A:64-6.1, 6.2 and 6.3, and that the Contractor has not and shall not violate the laws of the State of New Jersey relating to the procurement of or the performance of this Contract by any conduct, including the paying of any gratuity of any kind, directly or indirectly, to any public employee or officer. Any violation of this provision shall be cause for the Owner to terminate this Contract, to retain all unpaid and/or unearned monies, and to recover all monies paid. The Contractor shall notify the Owner in writing of any interest which any officer, employee or consultant of the Owner has in, or association with, any contractor, subcontractor, material supplier, consultant, or manufacturer, or other party which has any interest in this project.
ATTEST: Ramapo College of New Jersey

___________________________  By____________________ _____________
(Seal) Richard M. Roberts
Date_______________________
Associate VP for Administration and Finance
Contracting Officer

ATTEST: _____________________________

___________________________  By____________________ _____________
(Seal) _____________________________
Date_______________________
RAMAPO COLLEGE OF NEW JERSEY

AGREEMENT OF SURETY FORM

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable consideration

herein called the Company, consents and agrees that if the project at Ramapo College of New Jersey, Mahwah, New Jersey,

for which the preceding Proposal is made, be awarded to

of

herein called the Bidder, the Company will become bound as surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such Contract when notified or awarded then the Company will pay to Ramapo College of New Jersey, herein called the Obligee, the difference between the amount of the Bidder's bid or proposal, and the lowest amount in excess of said bid, or proposal, for which the Obligee may be able to award said Contract within a reasonable time.

Signed, Sealed and Dated

Surety:

By
RAMAPO COLLEGE OF NEW JERSEY

BID SECURITY FORM

Know all Men by These Presents, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto Ramapo College of New Jersey, as Owner in the penal sum of

__________________________ Dollars

($________________) for the payment of which, well 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 Principal has submitted a bid for the Ramapo College of New Jersey, Mahwah, New Jersey,

Now therefore if said Bid shall be rejected, or in the alternate, if said Bid shall be accepted and the Principal shall execute and deliver a Contract properly completed in accordance with said Bid and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said Bid, then his obligation shall be void, otherwise the same shall remain in 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.

IN WITNESS THEREOF, the Principal and Surety have duly executed this Bond under seal the date and year above written.

SEAL

__________________________ (L.S.)

Principal

Surety

By
RAMAPO COLLEGE OF NEW JERSEY

PERFORMANCE BOND FORM

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

as Principal, and

, a corporation of the State of

are hereby held and firmly bound unto RAMAPO COLLEGE OF NEW JERSEY in the penal sum of

($          ) DOLLARS, for the payment of which well 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 written contract with

RAMAPO COLLEGE OF NEW JERSEY

which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said principal,

shall well and faithfully do and perform the things agreed by Ramapo College of New Jersey to be done and

performed according to the terms of the said contract, 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 in or to the plans or specifications therefore shall in anywise affect the obligation of

said surety on its bond.

This bond is given in compliance with the requirements of the statutes of The State of New Jersey in respect

to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and

amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF

__________________________          BY:

Witness

__________________________          BY:      Attorney-in-Fact

Witness as to Surety

Countersigned this          day of                   20____

BY:__________________________

Note: General Power of Attorney and the Current Financial

Statement of the bonding company must be attached to each

copy of the Performance Bond.
RAMAPO COLLEGE OF NEW JERSEY

PAYMENT BOND FORM

BOND NO. __________

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
as Principal, and __________, a corporation of the State of __________,
duly authorized to do business in the State of New Jersey, having an office at
are hereby held and firmly bound unto RAMAPO COLLEGE OF NEW JERSEY in the penal sum of
($ __________ ) DOLLARS, for the payment of which well 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 written contract with RAMAPO
COLLEGE OF NEW JERSEY

which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said principal,
shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or other suppliers or
corporations 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,
materialman, 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 in or to the plans or specifications therefore shall in anywise effect the obligation of
said surety on its bond.

This bond is given in compliance with the requirements of the statutes of The State of New Jersey in respect
to bonds of contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147,
and amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

______________________________      BY:
Witness

______________________________      BY:
Witness as to Surety

______________________________
Attorney-In-Fact

Countersigned this __________________ day of __________________ 20___

BY: __________________________

Note: General Power of Attorney and the Current Financial
Statement of the bonding company must be attached to each
copy of the Performance Bond.
AFFIRMATIVE ACTION REQUIREMENT

Notice to Bidders in Event of Award

Construction Contract

"During the performance of this contract, the contractor agrees as follows:

a. 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, sex, affectional or sexual orientation. 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, 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 non-discrimination clause;

b. 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, sex, affectional or sexual orientation;

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations
e. "When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions A, B, and C as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures.

(A) "If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B); and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) "If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of the preceding provision (A), or if the contractor or subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor agrees to take the following actions consistent with the applicable employment goal.
county employment goal:

1. To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request the referral of minority workers;

2. To notify any minority and female workers who have been listed with it as awaiting available vacancies;

3. Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

4. To leave standing requests for additional referral of minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

5. If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to Regulations implementing P.L. 1975, c. 127;

6. To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

   i. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any workers skills and experience
classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to subsection 2 (k) of these Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If for any reason said contractor or subcontractor determines said minority individual or a female is not qualified or if said individual qualifies as an advance trainee or apprentice, said contractor or subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Affirmative Action Office and shall be submitted promptly to that Office upon request.

(C) The contractor or subcontractor agrees that nothing contained in the preceding provision (B) shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the
construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of the preceding provision (B), it shall, where practicable, employ minority workers residing within the geographical jurisdiction of the union.

"The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month (by the 7th work day of each month) thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Office. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects."

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conduction a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C 17:27)

Revised 9/98
EXECUTIVE ORDER NO. 34

Whereas, It is essential that all persons supplying goods or services to the State of New Jersey, or performing contracts or otherwise executing public works with the assistance of and subject to the approval of the State, must meet a standard of responsibility which assures the State and its citizens that such persons will both compete and perform honestly in their dealings with the State and avoid secret or illicit dealing; and

Whereas, It is essential that such persons be fully informed of policies of the State in this regard, and be afforded procedural safeguards appropriate to circumstances which such policies may occasion; and

Whereas, The courts have affirmed the duty and obligation of State officials to develop and effectuate such policies; and

Whereas, It is essential that such policies be uniformly applied by the various agencies of the Executive Branch, and that uniform procedures be adopted to implement them;

Now, Therefore, I, Brendan T. Byrne, Governor of the State of New Jersey, do hereby ORDER and DIRECT that:

1. Debarment, suspension and disqualification are measures which shall be invoked by the State to exclude or render ineligible certain persons from participation in contracts and subcontracts with the State, or in projects or contracts performed with the assistance of and subject to the approval of the State, on the basis of a lack of responsibility. These measures shall be used for the purpose of protecting the interests of the State and not for punishment. To assure the State the benefits to be derived from the full and free competition between and among such persons and to maximize the opportunity for honest competition and performance these measures shall not be invoked for any time longer than deemed necessary to protect the interests of the State.

2. As used in the Order:

(a) "Debarment" means an exclusion from State contracting, on the basis of a lack of responsibility evidenced by an offense, failure, or inadequacy (sic) of performance, for a reasonable period of time commensurate with the seriousness of the offense, failure, or inadequacy of performance.

(b) "Suspension" means an exclusion from State contracting for a temporary period of time, pending the completion of an investigation or legal proceedings.

(c) "Disqualification" means a debarment or a suspension which denies or revokes a qualification to bid or otherwise engage in State contracting which has been granted or applied for pursuant to statute, or rules and regulations.

(d) "State" means the State of New Jersey, or any of the departments or agencies in the Executive Branch of government with the lawful authority to engage in contracting.

(e) "Person" means any natural person, company, firm, association, corporation, or other entity.

(f) "State contracting" means any arrangement giving rise to an obligation to supply any thing to or perform any service for the State, other than by virtue of State employment, or to supply any thing to or perform any service for a private person where the State provides substantial financial assistance and retains the right to approve or disapprove the nature or quality of the goods or service or the persons who may supply or perform the same.

(g) "Affiliates" means persons having an overt or covert relationship such that any one of them directly or indirectly controls or has the power to control another.
3. The executive head of each department or agency in the Executive Branch, with the lawful authority to engage in State contracting, shall, within 90 days of the date of this Order and in accordance with the provisions of the Administrative Procedures Act (P.L. 1968, c. 410, C. 52:14B-1 et seq.), promulgate rules and regulations governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by that department or agency. Such rules and regulations shall to the extent consistent with existing law conform to the minimum standards hereinafter set forth, but need not be limited to such standards. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and the Treasurer a copy of such rules and regulations as may be promulgated.

4. Subject to the conditions hereinafter described, the rules and regulations referred to in Section 3 supra, shall authorize the department or agency to debar a person in the public interest for any of the following causes:

(a) Commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.

(b) Violation of the Federal Organized Crime Control Act of 1970, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, perjury, false swearing, receiving stolen property, obstruction of justice, or any other offense indicating a lack of business integrity or honesty.

(c) Violation of the Federal or State Antitrust Statutes, or of the Federal Anti-Kickback Act (18 U.S.C. 874, 40 U.S.C. 276 b, c).

(d) Violations of any of the laws governing the conduct of elections of the State of New Jersey or of its political subdivisions.

(e) Violation of the "Law Against Discrimination" (P.L. 1945, c. 169, C. 10:5-1 et seq., as supplemented by P.L. 1975, c. 172), or of the act banning discrimination in public works employment (C. 10:2-1 et seq.) or of the Act prohibiting discrimination by industries engaged in defense work in the employment of persons therein (C. 114, L. 1942, C. 10:1-10 et seq.).

(f) Violations of any laws governing hours of labor, minimum wage standards, prevailing wage standards, discrimination in wages, or child labor.

(g) Violations of any laws governing the conduct of occupations or professions or regulated industries.

(h) Willful failure to perform in accordance with contract specifications or within contractual time limits.

(i) A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that such failure or unsatisfactory performance has occurred with in a reasonable time preceding the determination to debar and was caused by acts within the control of the person debarred.

(j) Violation of contractual or statutory provisions regulating contingent fees.

(k) Any other cause affecting responsibility as a State contractor of such serious and compelling nature as may be determined by the department or agency to warrant debarment, including such conduct as may be prescribed by the laws or contracts enumerated in this paragraph even if such conduct has not been or may not be prosecuted as violations of such laws or contracts.

(l) Debarment by some other department or agency in the Executive Branch.

5. The rules and regulations concerning debarment required herein shall include in substance the following conditions:
(a) Debarment shall be made only upon approval of the executive head of the department or agency, except as otherwise provided by law.

(b) The existence of any of the causes set forth in paragraph 4 of the Order shall not necessarily require that a person be disbarred. In each instance, the decision to debar shall be made within the discretion of the head of the department or agency unless otherwise required by law, and shall be rendered in the best interests of the State.

(c) All mitigating factors shall be considered in determining the seriousness of the offense, failure or inadequacy of performance and in deciding whether debarment is warranted.

(d) The existence of a cause set forth in subparagraphs (a), (b), (c), (d), (e), (f), and (g) of paragraph 4 of this Order shall be established upon the rendering of a final judgement or conviction by a court of competent jurisdiction or by an administrative agency empowered to render such judgement. In the event an appeal taken from such judgement or conviction results in reversal thereof, the debarment shall be removed upon the request of the debarred person unless other cause for debarment exists.

(e) The existence of a cause set forth in subparagraphs (h), (i), (j), and (k) of paragraph 4 of this Order shall be established by evidence which the department or agency determines to be clear and convincing in nature.

(f) Debarment for the cause set forth in subparagraph (l) of paragraph 4 of the Order shall be proper provided that one of the causes set forth in subparagraph 4(a) through 4(k) was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

6. The rules and regulations concerning debarment required by this Order shall include in substance the following provisions regarding procedures, period of debarment and scope of debarment:

(a) A department or agency seeking to debar a person or his affiliates shall furnish such party with a written notice: (i) stating that debarment is being considered, (ii) setting forth the reasons for the proposed debarment, and (iii) indicating that such party will be accorded an opportunity for a hearing if he so requests within a stated period of time. All such hearings shall be conducted in accordance with the provisions of the Administrative Procedures Act. However, where one department or agency has imposed debarment upon a party, a second department or agency may also impose a similar debarment without an opportunity for a hearing, provided that the second agency furnishes notice of the proposed similar debarment to that party, and accords that party an opportunity to present information in his behalf to explain why the proposed similar debarment should not be imposed in whole or in part.

(b) Debarment shall be for a reasonable, definitely stated period of time which as a general rule shall not exceed 5 years. Debarment for an additional period shall be permitted provided that notice thereof is furnished and the party is accorded an opportunity to present information in his behalf to explain why the additional period of debarment should not be imposed.

(c) Except as otherwise provided by law, a debarment may be removed or the period thereof may be reduced in the discretion of the debarring agency upon oath, supported by documentary evidence, setting forth substantial and appropriate grounds for the granting of relief, such as newly discovered material evidence, reversal of a conviction or judgement, actual change of ownership, management or control, or the elimination of the causes for which the debarment was imposed.

(d) A debarment may include all known affiliates of a person, provided that each decision to include an affiliate is made on a case by case basis after giving due regard to all relevant facts and circumstances. The offense, failure or inadequacy of performance of an individual may be imputed to a person with whom he is affiliated, where such conduct was accomplished within the course of his official duty or was effected by him with the knowledge or approval of such person.

7. Subject to the conditions hereinafter described, the rules and regulations required by this Order shall authorize the
department or agency to suspect a person in the public interest for any cause specified in paragraph 4 of this Order, or upon a reasonable suspicion that such cause exists.

8. The rules and regulations concerning suspension required by this Order shall include in substance the following conditions:

(a) Suspension shall be imposed only upon approval of the executive head of the department or agency and upon approval of the Attorney General, except as otherwise provided by law.

(b) The existence of any cause for suspension shall not require that a suspension be imposed, and a decision to suspend shall be made at the discretion of the executive head of the department and of the Attorney General, and shall be rendered in the best interests of the State.

(c) Suspension shall not be based upon unsupported accusation, but upon adequate evidence that cause exists or upon evidence adequate to create a reasonable suspicion that cause exists.

(d) In assessing whether adequate evidence exists, consideration shall be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, and to inferences which may properly be drawn from the existence or absence of affirmative facts.

(e) Reasonable suspicion of the existence of a cause described in subparagraphs (a), (b), (c), (d), (e), (f), and (g) of paragraph 4 of this Order may be established by the rendering of a final judgment or conviction by a court or administrative agency of competent jurisdiction, by grand jury indictment, or by evidence that such violations of civil or criminal law did in fact occur.

(f) A suspension invoked by an agency for any of the causes described in subparagraphs (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), and (l) of paragraph 4 of this Order may be the basis for the imposition of a concurrent suspension by another agency, which may impose such suspension without the approval of the Attorney General.

9. The rules and regulations concerning suspension required by the Order shall include in substance the following provisions regarding procedures, period of suspension and scope of suspension:

(a) A department or agency may suspend a person or his affiliates, provided that within 10 days after the effective date of the suspension, the agency provides such party with a written notice: (i) stating that a suspension has been imposed and its effective date, (ii) setting forth the reasons for the suspension to the extent that the Attorney General determines that such reasons may be properly disclosed, (iii) stating that the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue, and (iv) indicating that, if such legal proceedings are not commenced or the suspension removed within 60 days of the date of such notice, the party will be given either a statement of the reasons for the suspension and an opportunity for a hearing if he so requests, or a statement declining to give such reasons and setting forth the agency's position regarding the continuation of the suspension. Where a suspension by one agency has been the basis for suspension by another agency, the latter shall note that fact as a reason for its suspension.

(b) A suspension shall not continue beyond 18 months from its effective date unless civil or criminal action regarding the alleged violation shall have been initiated within that period, or unless debarment action has been commenced. Whenever prosecution or debarment action has been initiated, the suspension may continue until the legal proceedings are completed.

(c) A suspension may include all known affiliates of a person, provided that each decision to include an affiliate is made on a case by case basis after giving due regard to all relevant facts and circumstances. The offense, failure or inadequacy of performance of an individual may be imputed to a person with whom he is affiliated, where such conduct was accomplished within the course of his official duty or was effectuated by him with the knowledge or approval of such person.
10. The rules and regulations required by this Order shall contain such provisions as may be necessary to conform existing practices and procedures under any relevant prequalification statutes to the procedures governing debarment and suspension required herein, to the extent that such existing practices and procedures may concern the disqualification of any person from State contracting.

11. The rules and regulations required by this Order shall provide that the exclusion from State contracting by virtue of debarment, suspension or disqualification shall extend to all State contracting and subcontracting within the control or jurisdiction of the department or agency which imposes the exclusion. However, when it is determined essential to the public interest by the head of the department or agency, and upon filing of a finding thereof with the Attorney General, an exception from total exclusion may be made with respect to a particular State contract.

12. Insofar as practicable, prior notice shall be given to the Attorney General and the Treasurer of any proposed debarment or suspension.

13. The Treasurer shall maintain a current list of the names of all persons suspended or debarred, the effective date and term if any thereof, and the agency of agencies which imposed same. Such list shall be available for public inspection.

14. Departments and agencies required by this Order to promulgate rules and regulations governing debarment and suspension are hereby authorized in connection with any proceedings thereunder to receive such information regarding the criminal conduct or criminal record of any person to the extent that such disclosure is deemed appropriate by the Attorney General, consistent with existing Federal and State law.

15. Nothing required by this Order shall be construed to limit the authority of any department or agency to refrain from contracting within the discretion allowed by law.

[seal] Given, under my hand and seal this 29th day of March, in the year of Our Lord, one thousand nine hundred and seventy-six, of the Independence of the United States, the two hundredth.

/s/ BRENDAN BYRNE,
Governor

Attest:
John J. Degnan,
Executive Secretary to the Governor
WHEREAS, it is essential that all persons supplying goods or services to the State of New Jersey, or performing contracts or otherwise executing public works with the assistance of and subject to the approval of the State, must meet a standard of responsibility which assures the State and its citizens that such persons will both compete and perform honestly in their dealings with the State and avoid conflicts of interest; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from having any interest or engaging in any activity that is in substantial conflict with the proper discharge of their duties in the public interest or from undertaking any employment or service which might reasonably be expected to impair their objectivity or independence of judgement; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from acting in their official capacity in any matter wherein they have a direct or indirect personal financial interest which might reasonably be expected to impair their objectivity or independence of judgement; and

WHEREAS, the New Jersey Conflicts of Interest Law prohibits State officers or employees and special State officers or employees from acting in their official capacity in any matter wherein they have a direct or indirect personal financial interest which might reasonably be expected to impair their objectivity or independence of judgement; and

WHEREAS, N.J.S.A. 52:34-19 provides that it shall be a misdemeanor to pay any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any person employed by the Department of the Treasury or to any other person in the employ of the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any agency or instrumentality thereof by or on behalf of any seller or supplier of such goods or services or other party to contract with the State; and

WHEREAS, it is essential that persons providing goods or services to, or performing contracts for, the State be fully informed of the policies of the State concerning their relationships with State officers or employees and special State officers or employees and that these policies be uniformly applied by the various agencies of the Executive Branch; and

WHEREAS, it is therefore necessary to supplement Executive Order No. 34 (1976), which provides the grounds and procedures applicable to the debarment, suspension and disqualification of State vendors, to encompass appropriate standards prohibiting conflicts of interest on the part of present and prospective State vendors;

NOW, THEREFORE, I, THOMAS H. KEAN, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of the State, do hereby ORDER and DIRECT:

1. As used in this Order, “vendor” means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency.

2. The executive head of each department or agency in the Executive Branch with the lawful authority to engage in State contracting shall, in accordance with the provisions of the Administrative Procedures Act, N.J.S.A. 52:14B-1 et seq., promulgate regulations supplementing those heretofore established pursuant to Executive Order No. 34 (1976) governing the causes, conditions and procedures applicable to determinations of debarment, suspension and disqualification by the department or agency to include the minimum standards hereinafter set forth. In addition to any other filing required by law to be made, each executive head shall file with the Attorney General and Treasurer a copy of such rules and regulations as may be promulgated.

3. The rules and regulations referred to in Paragraph 2 shall include the following prohibitions on vendor activities, the violation of which shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:

   a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission,
compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality of appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 3a through 3e shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c.

4. The rules and regulations referred to in Paragraph 2, supra, shall require that the prohibitions set forth Paragraph 3, supra, shall be included in all requests for proposals issued by any State department or agency and in all contracts executed on behalf of a State department or agency, other than those of an interstate agency to which New Jersey is a party and contracts entered into on behalf of the interstate agency.

5. Nothing required by this Order shall be construed to limit the authority of any State department or agency to refrain from contracting within the discretion allowed by law, or to limit N.J.S.A. 52:34-19 or any other applicable statute or regulation.

6. This Order shall take effect on the ninetieth day following its execution.

GIVEN, under my hand and seal, this 20th day of July in the Year of Our Lord, one thousand nine hundred and eighty-eight, and of the Independence of the United States, the two hundred and thirteenth.

/s/ Thomas H. Kean
Governor
(seal)

Attest:

/s/ Michael R. Cole, Chief Counsel
Public Law 2005, Chapter 51
Effective October 15, 2004

To be eligible for an award, a vendor must comply with the requirements of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).

CHAPTER 51


BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.19:44A-20.13 Findings, declarations relative to certain campaign contributions by business entities.

1. The Legislature finds and declares that:
   In our representative form of government, it is essential that individuals who are elected to public office have the trust, respect and confidence of the citizenry; and
   All individuals, businesses, associations, and other persons have a right to participate fully in the political process of New Jersey, including making and soliciting contributions to candidates, political parties and holders of public office; and
   When a person or business interest makes or solicits major contributions to obtain a contract awarded by a government agency or independent authority, this constitutes a violation of the public's trust in government and raises legitimate public concerns about whether the contract has been awarded on the basis of merit; and
   The growing infusion of funds donated by business entities into the political process at all levels of government has generated widespread cynicism among the public that special interest groups are "buying" favors from elected officeholders; and
   For the purposes of protecting the integrity of government contractual decisions and of improving the public's confidence in government, it is a compelling interest of this State to prohibit awarding government contracts to business entities which are also contributors to candidates, political parties and the holders of public office; and
   There exists the perception that campaign contributions are often made to a State or county political party committee by an individual or business seeking favor with State elected officials, with the understanding that the money given to such a committee will be transmitted to other committees in other parts of the State, or is otherwise intended to circumvent legal restrictions on the making of political contributions or gifts directly to elected State officials, thus again making elected State officials beholden to those contributors; and
   County political party committees, through their powers of endorsement, fundraising, ballot slogan or party line designation, and other means, exert significant influence over the gubernatorial primary and general election process; and
   Although the right of individuals and businesses to make campaign contributions is unequivocal, that right may be limited, even abrogated, when such contributions promote the actuality or appearance of public corruption; and
   It is essential that the public have confidence that the selection of State contractors is based on merit and not on political contributions made by such contractors and it is essential that the public have trust in the processes by which taxpayer dollars are spent; and
   It has long been the public policy of this State to secure for the taxpayers the benefits of competition, to promote the public good by promoting the honesty and integrity of bidders for public contracts and the system, and to guard against favoritism, improvidence, extravagance and corruption in order to benefit the taxpayers; and

Ramapo College of New Jersey
G-Wing Interior Demolition and Environmental Abatement of 3rd and 4th Floors
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In the procurement process, our public policy grants to the State broad discretion, taking into consideration all factors, to award a contract to a bidder whose proposal will be most advantageous to the State; and

The operations of the State government must be effectively and fairly managed to ensure public order and prosperity, and malfeasance, in whatever form it may take, must be confronted and uprooted; and

The Legislature must safeguard the integrity of State government procurement by imposing restrictions on State agencies and independent authorities to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof.

C.19:44A-20.14 Contributors, certain, ineligibility to enter into agreement with the State or its authorities.
2. The State or any of its purchasing agents or agencies or those of its independent authorities, as the case may be, shall not enter into an agreement or otherwise contract to procure from any business entity services or any material, supplies or equipment, or to acquire, sell, or lease any land or building, where the value of the transaction exceeds $17,500, if that business entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee or election fund of any candidate or holder of the public office of Governor, or to any State or county political party committee: (i) within the eighteen months immediately preceding the commencement of negotiations for the contract or agreement; (ii) during the term of office of a Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of such term; or (iii) within the eighteen months immediately preceding the last day of the term of office of Governor, in which case such prohibition shall continue through the end of the next immediately following term of the office of Governor, in the case of contributions to a candidate committee or election fund of the holder of that office, or to any State or county political party committee of a political party nominating such Governor in the last gubernatorial election preceding the commencement of the latter term.

C.19:44A-20.15 Certain contributions prohibited by certain contractors of the State or its authorities.
3. No business entity which agrees to any contract or agreement with the State or any department or agency thereof or its independent authorities either for the rendition of services or furnishing of any material, supplies or equipment or for the acquisition, sale, or lease of any land or building, where the value of the transaction exceeds $17,500, shall knowingly solicit or make any contribution of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor or to any State or county political party committee prior to the completion of the contract or agreement.

C.19:44A-20.16 "Contribution" defined.
4. For the purposes of this act, a "contribution" means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.) made on or after the effective date of this act.

C.19:44A-20.17 "Business entity" defined.
5. For the purposes of this act, a "business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or any other state or foreign jurisdiction. The definition of a business entity includes: (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing therewith, are also included within this definition.

C.19:44A-20.18 Report of contributions by business entities as part of State procurement process.
6. Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies, as the case may be, shall require, as part of the procurement process, the business entity to report all contributions the business entity made during the preceding four years to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of a
"continuing political committee" within the meaning of section 3 of P.L.1973, c.83 (C.19:44A-3). Such reporting shall be made in a manner and form to be developed by the State Treasurer with the advice of the New Jersey Election Law Enforcement Commission, which agencies shall promulgate regulations to effect and implement this disclosure obligation. Such reports shall be subject to review by the State Treasurer. If the State Treasurer determines that any such contribution, or any other act that would constitute a breach of contract pursuant to section 9 of this act, poses a conflict of interest in the awarding of any contract or agreement, the State Treasurer shall disqualify such business entity from bidding on or being awarded such contract or agreement.

C.19:44A-20.19 Written certification by business entities relative to contributions.
7. Prior to awarding any contract or agreement to procure services or any material, supplies or equipment from, or for the acquisition, sale, or lease of any land or building from or to, any business entity, the State or any of its purchasing agents or agencies or independent authorities, as the case may be, shall require the business entity to provide a written certification that it has not made a contribution that would bar the award of the contract pursuant to this act. The business entity shall have a continuing duty to report any contribution it makes during the term of the contract. Such reports shall be subject to review by the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of such contract or agreement.

C.19:44A-20.20 Request for reimbursement of contribution.
8. If a business entity inadvertently makes a contribution that would otherwise bar it from receiving a contract or makes a contribution during the term of a contract in violation of this act, the entity may request a full reimbursement from the recipient and, if such reimbursement is received within 30 days after the date on which the contribution was made, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate. It shall be presumed that contributions made within 60 days of a gubernatorial primary or general election were not made inadvertently.

9. It shall be a breach of the terms of the government contract for a business entity to: (i) make or solicit a contribution in violation of this act; (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee of any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this act; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange or contributions to circumvent the intent of this act, or (viii) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this act.

10. This act shall not prohibit the awarding of a contract when the public exigency requires the immediate delivery of goods or performance of services as determined by the State Treasurer.

C.19:44A-20.23 Applicability of act to State agencies and authorities.
11. This act shall apply to all State agencies including any of the principal departments in the Executive Branch, and any division, board, bureau, office, commission or other instrumentality within or created by such department and any independent State authority, board, commission, instrumentality or agency.

C.19:44A-20.24 Contract, bid applications and specs to describe requirements of act.
12. Every contract and bid application and specifications promulgated in connection therewith covered by this act shall contain a provision describing the requirements of this act and a statement that compliance with this act shall be a material term and condition of said contract or bid application and binding upon the parties thereto upon the entry of all applicable contracts.

C.19:44A-20.25 Inapplicability of act under federal law or eminent domain.
13. The provisions of sections 1 through 12 of this act, P.L.2005, c.51, shall not: a. apply in circumstances when it is determined by the federal government or a court of competent jurisdiction that its application would violate federal law or regulation; or b. prevent the State, its executive departments, agencies or independent authorities from complying with all of the requirements, conditions and obligations of the "Eminent Domain Act of 1971," P.L.1971, c.361 (C.20:3-1 et seq.), as amended and supplemented.

14. Section 6 of P.L.2004, c.19 (C.19:44A-20.7) is amended to read as follows:

C.19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:
"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;
"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.
"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

15. Section 7 of P.L.2004, c.19 (C.19:44A-20.8) is amended to read as follows:

C.19:44A-20.8 Business entity to provide written certification, ELEC reports.

7. a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

Repealer.


Superseder.


18. Sections 14, 15 and 16 shall take effect on the original effective date of P.L.2004, c.19 P.L. 2005, CHAPTER 51

and the remainder of this act shall take effect immediately and shall be retroactive to October 15, 2004 and shall apply to contributions made and contracts awarded on or after October 15, 2004.

Approved March 22, 2005.
WHEREAS, New Jersey is one of the most racially, culturally, and ethnically diverse states in the United States, and this diversity is reflected in the leaders and owners of its businesses, in the leaders and members of the labor movement, and in the employees in every segment of the workforce; and

WHEREAS, the State’s business community includes multi-national enterprises, industrial, commercial, and small business sectors; and

WHEREAS, the State’s thousands of small businesses, each with fewer than 100 employees, together generate almost 40% of the jobs in the State; and

WHEREAS, small, minority, and women-owned business enterprises have historically been underrepresented in the receipt of State contract awards; and

WHEREAS, the State’s workforce provides New Jersey’s multinational enterprises, its industrial, commercial, and small business sectors, and its public and not-for-profit sectors with highly educated, highly skilled, and highly motivated employees, who contribute to the prosperity of the State while supporting their families; and

WHEREAS, in response to the current national recession, the United States Congress enacted the American Recovery and Reinvestment Act of 2009 (ARRA), which will increase federal spending at the State and local levels by approximately $10 billion, and will fully fund certain work in the State, and partially fund other State projects; and

WHEREAS, given the recession and unemployment levels in New Jersey, it is imperative that every sector of the economy be offered the opportunity to benefit from the federal economic recovery funds and the State’s own spending; and

WHEREAS, residents of the State of New Jersey deserve a government that provides equal opportunity for all contractors to compete to submit winning bids on public contracts; and

WHEREAS, residents of the State of New Jersey, especially during these difficult economic times, deserve a government that does everything it can to expand job opportunities, particularly for men and women who are entering the workforce, who have experienced difficulties entering the workforce, or who have recently become unemployed or underemployed; and

WHEREAS, the State created an internet site, http://www.recovery.nj.gov, which outlines the allocation of New Jersey’s share of economic recovery funds under the ARRA; and

WHEREAS, to spend ARRA funds transparently and ensure that those seeking work have a fair chance to obtain ARRA-funded employment, State agencies and entities should be required to post all State and ARRA-funded jobs on the State Job Bank internet site, http://NJ.gov/JobCentralNJ, to allow New Jersey residents to identify these employment opportunities; and

WHEREAS, the State must procure its construction services, goods, and other services as efficiently as possible, with transparency in the processing, selection, and awarding of public contracts; and
WHEREAS, robust competition for public contracts ensures that the government of the State of New Jersey obtains the construction services, goods, and other services it needs to perform its vital functions with maximum cost effectiveness; and

WHEREAS, broad and sustained efforts to notify all potential bidders of opportunities to contract with government should be encouraged to promote competition for public contracts, thus benefiting the public fisc; and

WHEREAS, the State of New Jersey commissioned the State of New Jersey Construction Services Disparity Study 2000 – 2002 (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 2005), and both studies documented significant disparities between the firms ready, willing, and able to do business with the State, and those firms actually awarded contracts by State departments, agencies, authorities, colleges, and universities, as a result of which this Administration created through Executive Order No. 34 (2006) the Division of Minority and Women Business Development (“Division of M/W Business Development”); and

WHEREAS, Executive Order No. 34 charged the Director of the Division of M/W Business Development with monitoring programs to increase the participation of minority and women-owned businesses in the State’s purchasing and procurement processes; and

WHEREAS, since its inception, the Division of M/W Business Development, working with the Department of the Treasury’s Office of Supplier Diversity (“OSD”), has identified strategies to increase the number of small and minority and women-owned businesses interested in and eligible to benefit from state procurement activity; and

WHEREAS, the Division of M/W Business Development and OSD have increased outreach to and expanded the ability of these businesses to fulfill bid requirements for state contracts; and

WHEREAS, the Division of Public Contracts Equal Employment Opportunity Compliance in the Department of the Treasury (Division of Contract Compliance) monitors the employment of women and minorities with businesses that contract with government in an effort to ensure that contractors and vendors make good faith efforts to hire minorities and women in accordance with targeted goals based on the United States Census’ workforce availability statistics;

NOW, THEREFORE, I, JON S. CORZINE, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. All members of the public should be afforded the opportunity to benefit from the federal economic recovery funds and associated state spending, and in particular, this Administration re-affirms the State’s commitment, expressed in statute and regulation, that every public contract, whether for construction services, goods, or other services, shall provide equal employment opportunity for women and minorities.

2. The Commissioners of the Departments of Community Affairs, Education, Environmental Protection, and Transportation; the President of the Board of Public Utilities; and the executive directors of the Schools Development Authority and the Economic Development Authority are directed to meet with members of the Governor’s office, the Department of the Treasury, and representatives of the United States Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) to ensure that those departments receiving the bulk of federal economic recovery funds will provide the OFCCP their complete cooperation in complying with its mandates.

3. The Division of Contract Compliance shall be the entity within the Executive Branch responsible for determining whether minorities and women have been offered a fair opportunity for employment on State contracts. Executive branch departments and agencies, independent authorities, and State colleges and universities are directed to cooperate fully with the Division of Contract Compliance’s enforcement efforts, consistent with law, and to award public contracts only to those businesses that agree to comply with equal employment opportunity and affirmative action requirements.

4. The Division of Contract Compliance shall work cooperatively with the OFCCP, including sharing its workforce data to the maximum extent permitted by law, to assist the OFCCP in its enforcement efforts.
5. When not restricted by any other State or federal law, the Division of Contract Compliance shall determine whether each of the State entities whose performance it monitors (the “Reporting Agencies” listed in Appendix A to this Order) properly allocated and released to the Department of Labor and Workforce Development, as authorized by law, one-half of one percent of the total cost of a construction contract of $1,000,000 or more, to be used by the department for the New Jersey Builders Utilization Initiative for Labor Diversity program to train minorities and women for employment in construction trades. This provision shall apply to those construction contracts where the funding for the contract consists entirely of appropriated funds or a combination of funds from appropriated funds and other sources.

6. As a result of the aforementioned significant disparities in employment of minorities and women on construction sites and within the construction trades, all construction contracts entered into and funded, in whole or in part, by the State shall include mandatory EEO/AA contract language (in the form of Appendix B to this Order) that requires contractors to make a good faith effort to recruit and employ minorities and women as required by provisions of the Administrative Code, including but not limited to N.J.A.C. 17:27-3.6 to 3.8, and 17:27-7.3 and 7.4. In addition to the language set forth in Appendix B, such construction contracts shall contain the contractual language as required by N.J.A.C. 17-27-3.6, 3.7, and 3.8. As to the portion of each contract that is State funded, the language of the contract shall provide, consistent with Appendix B, that payment may be withheld for failure of the contractor to demonstrate to the satisfaction of the Reporting Agency that the required good faith effort was made. Failure of a contractor to satisfy the good faith effort requirement of its contract may also subject it to assessments imposed pursuant to findings of the Division of Contract Compliance in the Department of the Treasury, in accordance with N.J.A.C. 17:27-10.

7. Except as described in subparagraphs (a) and (b) of this paragraph, each Executive Branch agency that is a recipient of federal economic recovery funds pursuant to ARRA shall include in any contract, grant, or agreement funded in whole or in part with ARRA funds a clause requiring subrecipients, contractors, subcontractors, local education agencies, and vendors to post all job openings created pursuant to the contract, grant, or agreement on the State’s Job Bank at least 14 days before hiring is to commence. The clause shall state: “Since the funds supporting this contract, grant, or agreement are provided through the American Recovery and Reinvestment Act of 2009 (ARRA), the subrecipient, contractor, subcontractor, local education agency, or vendor will post any jobs that it creates or seeks to fill as a result of this contract, grant, or agreement. The subrecipient, contractor, subcontractor, local education agency, or vendor will post jobs to the New Jersey State Job Bank by submitting a job order using the form available at http://NJ.gov/JobCentralNJ, notwithstanding any other posting the subrecipient, contractor, subcontractor, local education agency, or vendor might make. Any advertisements posted by the subrecipient, contractor, subcontractor, local education agency, or vendor for positions pursuant to this contract, grant, or agreement must indicate that the position is funded with ARRA funds.”

a. Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the Reporting Agency by the Department of Labor and Workforce Development.

b. Nothing in this Order shall be interpreted to require the employment of apprentices if such employment may result in the displacement of journey workers employed by any employer, contractor or subcontractor.

8. All local government entities and local education agencies that have received or will receive directly from a federal agency federal economic recovery funds are strongly encouraged to require their contractors and subcontractors to post job openings on the State’s Job Bank at least 14 days before hiring is to commence. Moreover, all New Jersey employers that enter into contracts funded with ARRA funds received by a local government entity or a local education agency directly from a federal agency are likewise strongly encouraged to post job openings created pursuant to the ARRA.

9. The Division of M/W Business Development shall send to the Reporting Agencies the contractual language set forth in Appendix C of this Order. Provisions of this contractual language have been shown to have a significant impact on (a) increasing the number of small and minority and women-owned businesses aware of contracting opportunities with the State and (b) increasing the number of such businesses competing for contracts with the State or subcontracts with entities contracting with the State. The Division of M/W Business Development shall work with each Reporting Agency to ensure the reporting of and ensure compliance with contract-specific contracting and subcontracting goals for the Reporting Agency that are consistent with the availability percentages set forth in Appendix D. These goals should incorporate good faith effort requirements and should be adjusted annually, consistent with the availability of minority
and women-owned businesses for which significant disparities in utilization have been demonstrated in each business category.

10. Each Reporting Agency shall:

a. Inform the Division of M/W Business Development of contracting opportunities at the same time that it advertises or otherwise posts public notices of such opportunities, via consistent and timely upload of all-inclusive information to the bid opportunities database services managed by the Division of M/W Business Development. All pre-bid requirements shall be prominently advertised at the time of uploading to the Division of M/W Business Development databases;

b. Actively and regularly use the databases and other on-line services managed and operated by the Division of M/W Business Development to identify additional potential bidders. Because these databases and on-line services identify minority and women-owned businesses known to and registered or certified with the Division of M/W Business Development, the ongoing use of these resources by buyers, procurement agents, and other purchasing staff shall be closely monitored by the Reporting Agency’s senior management;

c. Contact the businesses identified in the Division of M/W Business Development’s databases and on-line services to provide them with notice of the contracting opportunities available through the Reporting Agency; and

d. Report to the Division of M/W Business Development all payments and awards prime contractors have issued to subcontractors, identifying payments and awards to minority and women-owned businesses on at least a quarterly basis.

11. To the maximum extent practicable, and when not restricted by any other State or federal law, each Reporting Agency shall incorporate the substance of the contractual language set forth in Appendix C into its contracts, while continuing to follow the particular State and federal laws and regulations governing its contracting and procurement practices.

12. Each Reporting Agency shall, where substitution of subcontractors or sub-consultants is permitted, promulgate policies governing the circumstances under which contractors or consultants may substitute subcontractors or sub-consultants named in bid proposals or otherwise identified as small or women or minority-owned business subcontractors, sub-consultants, or vendors (“Substitution Policies”). The Substitution Policies shall provide that:

a. The contractor or consultant must notify and obtain approval from a small or women or minority-owned business subcontractor, sub-consultant, or vendor (“SMWBE contractor”) before including that contractor in a bid proposal or similar contract-related submission;

b. The contractor or consultant must notify and obtain authorization from the Reporting Agency before it substitutes a SMWBE contractor named in a bid proposal or other contract-related submission; and

c. If the substitution is approved, the contractor or consultant shall make a good faith effort to utilize another SMWBE contractor in place of the previous SMWBE contractor.

13. Each Reporting Agency shall report to the Division of M/W Business Development when it has incorporated the language set forth in Appendix C in its contracts. It shall also report to the Division of M/W Business Development when it has adopted its Substitution Policy, where such policy is permitted. The Division of M/W Business Development shall report on the number of Reporting Agencies that have modified their contracts and adopted a Substitution Policy at three month intervals until all of the Reporting Agencies have completed incorporation of the contractual language set forth in Appendix C and, where legally permitted, adoption of the Substitution Policy.

14. Nothing in this Order shall modify existing law, state or federal, or authorize a Reporting Agency to amend, modify, or otherwise alter pre-existing legal obligations. Further, this Order shall be interpreted consistently with the ARRA, and the federal regulations and guidelines governing its implementation, and in the event of a conflict between this Order and federal law governing ARRA, the Order shall be interpreted to comply with federal law.
15. Within 90 days of the date of this Order, the Division of M/W Business Development shall prepare a Contracting Guide identifying the management practices that have the greatest success in: (a) increasing the number of small and minority and women-owned businesses made aware of contracting opportunities with the State; and (b) increasing the number of such businesses competing for contracts with the state or subcontracts with entities contracting with the state. As soon as practicable thereafter, the Division of M/W Business Development shall distribute the Contracting Guide to the Reporting Agencies.

16. As soon as practicable after its receipt of the Contracting Guide, each Reporting Agency shall implement those provisions that it views as most likely to have the greatest impact in increasing contracting opportunities for small and minority and women-owned businesses.

17. Within one year and ninety days of the effective date of this Order, the Division of M/W Business Development and the Division of Contract Compliance shall each prepare a report describing the Reporting Agencies’ implementation of this Order. The Division of M/W Business Development and the Division of Contract Compliance each shall prepare a second report within one year of issuing its first report.

18. The Department of Labor and Workforce Development shall work together with all other Reporting Agencies that will receive ARRA funding and with the representatives of the United States Environmental Protection Agency, the Federal Departments of Labor, Energy, Transportation, and Housing and Urban Development, and any other federal agencies distributing ARRA funds to:

a. Coordinate with labor unions that will aggressively recruit minorities and women for apprenticeships and training opportunities;

b. Increase outreach to and enrollment of minorities and women in apprenticeship, training, and related programs; and

c. Ensure that, to the greatest extent possible under the law, minorities and women apprentices and trainees are working on State and ARRA-funded work sites.

19. The Department of the Treasury and other departments, agencies, and independent authorities shall, consistent with law, take steps to increase their engagement of small, minority, or women-owned or controlled banks and credit unions to meet their financial services needs.

20. This Order shall take effect immediately.

GIVEN, under my hand and seal this 28th day of August Two Thousand and Nine, and of the Independence of the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel
APPENDIX A

LIST OF REPORTING AGENCIES

- Board of Public Utility Commissioners
- Casino Control Commission
- Casino Reinvestment Development Authority
- Commission on Higher Education
- Commission on Science & Technology
- Council on Affordable Housing
- Department of Agriculture
- Department of Military & Veterans’ Affairs
- Department of Banking & Insurance
- Department of Children & Families
- Department of Community Affairs
- Department of Corrections
- Department of Education
- Department of Environmental Protection
- Department of Health and Senior Services
- Department of Human Services
- Department of Labor and Workforce Development
- Department of Law & Public Safety
- Department of Public Advocate
- Department of State
- Department of Transportation
- Department of the Treasury
- Division of Property Management and Construction
- Election Law Enforcement Commission
- Fort Monmouth Economic Revitalization Planning Authority
- Garden State Preservation Trust
- Higher Education Student Assistance Authority
- Kean University
- Legalized Games of Chance Control Commission
- Montclair State University
- Motion Picture Commission
- Motor Vehicle Commission
- New Jersey City University
- New Jersey Cultural Trust
- New Jersey Institute of Technology
- New Jersey Transit
- NJ Building Authority
- NJ Economic Development Authority
- NJ Educational Facilities Authority
- NJ Environmental Infrastructure Trust
- NJ Health Care Facilities Financing Authority
- NJ Highlands Council
- NJ Housing & Mortgage Finance Agency
- NJ Maritime Pilot and Docking Pilot Commission
- NJ Meadowlands Commission
- NJ Pinelands Commission
- NJ Public Television & Radio (NJN)
- NJ Racing Commission
- NJ Redevelopment Authority
- NJ Schools Development Authority
- NJ Sports & Exposition Authority
- NJ State Museum
- NJ Turnpike Authority
- NJ Water Supply Authority
- North Jersey Transportation Planning Authority
APPENDIX B

It is the policy of the [Reporting Agency] that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the [Reporting Agency] to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the [Reporting Agency]'s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the [Reporting Agency]'s contract with the contractor. Payment may be withheld from a contractor’s contract for failure to comply with these provisions.

Evidence of a “good faith effort” includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ.

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.

3. The Contractor shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

4. The Contractor shall provide evidence of efforts described at 2 above to the [Reporting Agency] no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.
APPENDIX C

It is the policy of the [Reporting Agency] that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in [Reporting Agency] Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the [Reporting Agency] pursuant to this Contract, the Firm must demonstrate to the [Reporting Agency]’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Furthermore, the Reporting Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

Evidence of a “good faith effort” includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the [Reporting Agency] and attempt to contact same.

2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.

3. The Firm shall actively solicit and shall provide the [Reporting Agency] with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.

5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached as Exhibit __, and shall complete such other forms as may be required by the [Reporting Agency] for State reporting as to participation.

Participation Goals

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

(a) State Agencies/Authorities/Commissions

   African Americans -- 6.3%
   Asian Americans -- 4.34%

(b) State Colleges and Universities
2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

State Colleges and Universities

African Americans -- 6.3%
Asian Americans -- 4.34%
Caucasian Females -- 12.67%

3. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%
Asian Americans -- 1.47%
Hispanics -- 1.1%
Native Americans -- 0.07%
Caucasian Females -- 3.74%

4. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%
Asian Americans -- 0.85%
Hispanics -- 0.67%
Native Americans -- 0.05%
Caucasian Females -- 1.96%

5. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies; construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%
Asian Americans -- 1.74%
Hispanics -- 1.32%
Native Americans -- 0.10%
Caucasian Females -- 4.45%
Appendix D

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

(c) State Agencies/Authorities/Commissions

African Americans -- 6.3%
Asian Americans -- 4.34%

(d) State Colleges and Universities

African Americans -- 6.3%
Asian Americans -- 4.34%
Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

State Colleges and Universities

African Americans -- 4.51%
Asian Americans -- 7.11%
Hispanics -- 4.09%

2. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%
Asian Americans -- 1.47%
Hispanics -- 1.1%
Native Americans -- 0.07%
Caucasian Females -- 3.74%

3. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%
Asian Americans -- 0.85%
Hispanics -- 0.67%
Native Americans -- 0.05%
Caucasian Females -- 1.96%

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%
Asian Americans -- 1.74%
Hispanics -- 1.32%
Native Americans -- 0.10%
Caucasian Females -- 4.45%

GIVEN, under my hand and seal this 28th day of August Two Thousand and Nine, and of the Independence of the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel
NOTICE

TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires that all public works employers shall submit a certified payroll record to the public body or lessor which contracted for the public work project each payroll period within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor and Workforce Development, Division of Wages and Hour Compliance, Public Contracts Section, 1 John Fitch Plaza, P.O. Box 110, Trenton, NJ 08625-0110, telephone (609) 292-2259.

rev (7-02)
PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

\[ W = \text{Wage Rate per Hour} \quad B = \text{Fringe Benefit Rate per Hour} \quad T = \text{Total Rate per Hour} \]

* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An “apprentice” is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.
Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that all contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Air Conditioning & Refrigeration - Service and Repair  
PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>04/05/12</th>
<th>03/01/13</th>
<th>03/01/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman (Mechanic)</td>
<td>W33.28</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td></td>
<td>B18.29</td>
<td>B0.00</td>
<td>B0.00</td>
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<tr>
<td></td>
<td>T51.57</td>
<td>T52.82</td>
<td>T54.32</td>
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Expiration Date: 02/28/2015

Craft: Air Conditioning & Refrigeration - Service and Repair  
APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
<th></th>
<th></th>
<th></th>
<th>Wage = % of Jnynm</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>As Shown</td>
<td>Mo. 1-3</td>
<td>Mo. 4-12</td>
<td>2nd Year</td>
<td>3rd Year</td>
<td>4th Year</td>
<td>5th Year</td>
</tr>
<tr>
<td>Wage and Bene</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>75%</td>
<td>85%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Air Conditioning & Refrigeration - Service and Repair  
COMMENTS/NOTES

THESE RATES MAY BE USED FOR THE FOLLOWING:
- Service/Repair/Maintenance Work to EXISTING facilities.
- Replacement or Installation of air conditioning and refrigeration equipment when the combined tonnage does not exceed 15 tons for refrigeration, or 25 tons for air conditioning.
- Replacement or Installation of "packaged" or "unitary" rooftop-type units when the combined tonnage of the units does not exceed 75 tons.

NOTE: These rates may NOT be used for any work in new construction (including work on new additions).

The regular workday shall consist of 8 hours, starting between 6:00 AM and 10:00 AM, Monday through Friday.

SHIFT DIFFERENTIALS:
- The second and third shifts shall be paid an additional 15% of the hourly rate.
- All shifts must run for a minimum of 5 consecutive days.

OVERTIME:
Hours in excess of 8 per day, hours before or after the regular workday that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.


5/30/2012
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Boilermaker

### PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date: 05/30/12</th>
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</thead>
<tbody>
<tr>
<td><strong>Foreman</strong></td>
</tr>
<tr>
<td>W43.36</td>
</tr>
<tr>
<td>B35.00</td>
</tr>
<tr>
<td>T78.36</td>
</tr>
<tr>
<td><strong>Journeyman</strong></td>
</tr>
<tr>
<td>W39.36</td>
</tr>
<tr>
<td>B33.56</td>
</tr>
<tr>
<td>T72.92</td>
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</table>

Expiration Date: 12/31/2012

Craft: Boilermaker

### APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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</thead>
<tbody>
<tr>
<td>1000 Hours</td>
<td>65%  70%  75%  80%  85%  90%  95%</td>
</tr>
<tr>
<td>Benefit</td>
<td>28.33 29.08 29.83 30.57 31.32 32.07 32.81</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeyman, 1 apprentice for the next 10 journeymen and 1 apprentice for each succeeding 20 journeymen up to a maximum of 5 apprentices per contractor on any one job.

Craft: Boilermaker

COMMENTS/NOTES

HIGH WORK: All apprentices working on the erection, repair, or dismantling of smoke stacks, standpipes, or water towers shall be paid the Journeyman rate.

The regular workday shall consist of 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall work 7½ hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 10%.
- The third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the regular hourly rate plus 20%.
- For "Municipal Water Works" projects only, the following shall apply: Two, four day, 10 hour shifts may be worked at straight time Monday through Thursday. The day shift shall work four days, at 10 hours, for 10 hours pay. The second shift shall work four days, at nine and a half hours, for 10 hours pay, plus 10% the hourly rate for new work and .25 cents on repair work. Friday may be used as a make-up day at straight time, due to weather conditions, holiday or any other circumstances beyond the employer's control.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.
- If any other craft employed by the same contractor, or a subcontractor thereof, receives double time in lieu of time and one-half, then the Boilermaker shall receive double time in lieu of time and one-half.
- For "Municipal Water Works" projects only, the following shall apply: Four 10 hour days may be worked Monday through Thursday at straight time. Friday may be used as a make-up day for a day lost to inclement weather, holiday or other conditions beyond the control of the employer. Overtime shall be paid for any hours that exceed 10 hours per day or 40 hours per week.

5/30/2012
Craft:  Boilermaker - Minor Repairs  

<table>
<thead>
<tr>
<th>05/30/12</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>W27.22</td>
</tr>
<tr>
<td></td>
<td>B15.49</td>
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<tr>
<td></td>
<td>T42.71</td>
</tr>
</tbody>
</table>

Expiration Date: 12/31/2012

Craft:  Boilermaker - Minor Repairs  

Comments/Notes:

NOTE: These rates apply to MINOR REPAIR WORK ONLY (repair work in the field for which the contract amount does not exceed $20,000.00).

Overtime:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays (except Labor Day) shall be paid at double the hourly rate. All hours on Labor Day shall be paid at four times the hourly rate.

Recognized Holidays: New Year’s Day, Washington’s Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Thanksgiving Day, day after Thanksgiving, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>05/01/12</td>
<td></td>
</tr>
<tr>
<td>Deputy Foreman</td>
<td>W39.95</td>
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<tr>
<td></td>
<td>B26.77</td>
</tr>
<tr>
<td></td>
<td>T66.72</td>
</tr>
<tr>
<td>Foreman</td>
<td>W42.95</td>
</tr>
<tr>
<td></td>
<td>B26.77</td>
</tr>
<tr>
<td></td>
<td>T69.72</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W36.95</td>
</tr>
<tr>
<td></td>
<td>B26.77</td>
</tr>
<tr>
<td></td>
<td>T63.72</td>
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</tbody>
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Expiration Date: 10/31/2012

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

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<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>40%  50% 55% 60% 65% 70% 75% 80%</td>
</tr>
<tr>
<td>Benefits</td>
<td>3.72  4.65 5.12 5.58 17.73 18.87 20.07 21.23</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

The regular workday shall consist of 8 hours, between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule is established, the first, or day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15%, inclusive of benefits, and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:
- The first 2 hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and the first 2 hours on Saturdays, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime, including hours in excess of 2 on Saturdays, shall be paid at time and one-half of the second shift rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday may be used as a make-up day for hours lost due to inclement weather, provided 24 hours or more hours are worked during the course of the week, Monday through Friday.
- When Bricklayers/Stone Masons work on Saturday with laborers, and no other crafts are working on the project for the day, benefits may be paid at straight time. If other crafts are present, the applicable overtime rate for benefits shall be paid.

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.
Craft: Carpenter

PREVAILING WAGE RATE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W47.47</td>
</tr>
<tr>
<td></td>
<td>B26.10</td>
</tr>
<tr>
<td></td>
<td>T73.57</td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W41.28</td>
</tr>
<tr>
<td></td>
<td>B22.70</td>
</tr>
<tr>
<td></td>
<td>T63.98</td>
</tr>
</tbody>
</table>

Expiration Date: 10/31/2012

Craft: Carpenter

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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<tbody>
<tr>
<td></td>
<td>40% 45% 50% 55% 60% 65% 70% 75% 85% 95%</td>
</tr>
<tr>
<td>Benefit</td>
<td>55% of Apprentice Wage Rate for all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Carpenter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:
- When there are 2 or more Carpenters on a job, 1 shall be designated as a Foreman.
- When there are 21 or more Carpenters on a job, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:
- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Carpenter - Resilient Flooring

<table>
<thead>
<tr>
<th>PREVAILING WAGE RATE</th>
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<tbody>
<tr>
<td>05/30/12</td>
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<tr>
<td>Foreman</td>
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<tr>
<td>W47.06</td>
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<td>B25.88</td>
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<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>W41.28</td>
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<tr>
<td>B22.70</td>
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<td>T63.98</td>
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Expiration Date: 04/30/2013

Craft: Carpenter - Resilient Flooring

<table>
<thead>
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<th>APPRENTICE RATE SCHEDULE</th>
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<td>INTERVAL</td>
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<tr>
<td></td>
</tr>
<tr>
<td>6 Months</td>
</tr>
<tr>
<td>Benefit</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *
* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

<table>
<thead>
<tr>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
</table>
| FOREMAN REQUIREMENTS:
- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman. |

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFTDIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

OVERTIME:
- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Cement Mason
PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Expiration Date:
Craft: Cement Mason
COMMENTS/NOTES

***See "Bricklayer, Stone Mason" Rates***
Craft: Diver                      PREVAILING WAGE RATE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>05/30/12</td>
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</tbody>
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<p>| | |</p>
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<tr>
<td>Diver</td>
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<tr>
<td></td>
<td>W51.90</td>
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<tr>
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<td>B38.31</td>
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<tr>
<td></td>
<td>T90.21</td>
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<table>
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<tr>
<th>Tender</th>
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</thead>
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<td></td>
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<tr>
<td></td>
<td>B38.31</td>
</tr>
<tr>
<td></td>
<td>T78.50</td>
</tr>
</tbody>
</table>

Expiration Date: 10/31/2012
Craft: Diver                      COMMENTS/NOTES

NOTE: All dive crews must consist of a Tender, a Diver, and a standby Diver (standby Diver is the same rate as a Diver).

DEPTH & PENETRATION RATES: Divers shall be paid the following depth and penetration rates, in addition to the regular hourly rate, when applicable:

**AIR DIVES:**
- 0-59 feet: No additional wage
- 60-74 feet: + $0.25 per foot
- 5-125 feet: + $0.78 per foot
- 126-200 feet: + $1.60 per foot

**MIXED GAS DIVES:**
- 0-74 feet: No additional wage
- 75-125 feet: + $0.78 per foot
- 126-200 feet: + $1.60 per foot

**PENETRATION DIVES:**
- 126-200 feet: + $1.00 per foot
- 201-275 feet: + $1.25 per foot
- 276-350 feet: + $1.50 per foot
- 351-425 feet: + $2.00 per foot

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Dockbuilder

<table>
<thead>
<tr>
<th>DATE</th>
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<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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<tr>
<td></td>
<td>Yearly</td>
<td>16.26 20.33 26.43 32.53</td>
</tr>
<tr>
<td></td>
<td>Benefit</td>
<td>25.43 for all intervals Concrete Form Work only Benefit 20.40 all intervals</td>
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</tbody>
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Ratio of Apprentices to Journeymen - *

* When there are 4 or fewer Dockbuilders on a job, no more than 1 may be an apprentice. When there are 5 or more Dockbuilders, there may be 1 apprentice for every 5 Dockbuilders.

Craft: Dockbuilder

COMMENTS/NOTES

CREOSOTE HANDLING:
When handling creosote products on land piledriving, floating marine construction, and construction of wharves, the worker shall receive an additional $0.25 per hour.

HAZARDOUS WASTE WORK:
- Hazardous waste removal work on a state or federally designated hazardous waste site where Level A, B, or C personal protection is required: an additional 20% of the hourly rate, per hour.
- Hazardous waste removal work in Level D, or where personal protection is not required: an additional $1.00 per hour.

CERTIFIED WELDER: When required on the job by the project owner, a Certified Welder shall receive an additional $1.00 per hour.

FOREMAN REQUIREMENTS:
The first Dockbuilder on the job shall be designated a Foreman.

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the

5/30/2012

Page 15 of 72
hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

Craft: Drywall Finisher

PREVAILING WAGE RATE

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
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</thead>
<tbody>
<tr>
<td>06/23/11</td>
<td>Foreman</td>
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<td></td>
<td>Journeyman</td>
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Expiration Date: 04/30/2012

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

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<tr>
<td></td>
<td>30%</td>
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<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 5.78</td>
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Ratio of Apprentices to Journeymen - 1:4

Craft: Drywall Finisher

COMMENTS/NOTES

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Electrician

PREVAILING WAGE RATE

<table>
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<tr>
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<th>05/30/11</th>
<th>06/04/12</th>
<th>06/03/13</th>
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</thead>
<tbody>
<tr>
<td>Assistant General Foreman</td>
<td>55.80</td>
<td>56.27</td>
<td>57.81</td>
</tr>
<tr>
<td></td>
<td>32.64</td>
<td>34.88</td>
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<tr>
<td></td>
<td>88.44</td>
<td>91.15</td>
<td>93.65</td>
</tr>
<tr>
<td>Cable Splicer, Foreman</td>
<td>53.91</td>
<td>54.37</td>
<td>55.85</td>
</tr>
<tr>
<td></td>
<td>31.54</td>
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<tr>
<td></td>
<td>85.45</td>
<td>88.07</td>
<td>90.47</td>
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<tr>
<td>General Foreman</td>
<td>57.69</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>33.74</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>91.43</td>
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<td>0.00</td>
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<td>58.18</td>
<td>59.77</td>
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<tr>
<td>Tower Work</td>
<td>0.00</td>
<td>36.07</td>
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<tr>
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<td>0.00</td>
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<td>96.82</td>
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<td>Journeyman</td>
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<td>47.69</td>
<td>48.99</td>
</tr>
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<td></td>
<td>27.66</td>
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<tr>
<td></td>
<td>74.95</td>
<td>77.25</td>
<td>79.36</td>
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<td>Layout Man</td>
<td>51.55</td>
<td>51.98</td>
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<td></td>
<td>30.14</td>
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<td>81.69</td>
<td>84.20</td>
<td>86.50</td>
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Expiration Date: 05/31/2014

Craft: Electrician

APPRENTICE RATE SCHEDULE

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<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>35% 40%</td>
</tr>
<tr>
<td></td>
<td>Yearly 50% 60%</td>
</tr>
<tr>
<td></td>
<td>70% 80%</td>
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<tr>
<td>Benefit</td>
<td>62% of Apprentice Wage Rate</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM ON OR AFTER 6-4-12:

<table>
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<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
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<tbody>
<tr>
<td>Yearly</td>
<td>30% 40% 50% 60% 70%</td>
</tr>
<tr>
<td>Benefits</td>
<td>62% of Apprentice Wage Rate</td>
</tr>
</tbody>
</table>

THese rates also apply to the following types of work:

- All fire and burglar alarm work.
- All fiber optic work.
- Teledata work in new construction or involving 16 instruments or more.
- All residential construction (single family homes and apartments) of 5 units or more. Note: fire walls alone are not a determining criteria.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

HIGH WORK:
- 40 feet above ground/floor: +21% of the Total Rate
- Radio towers, Transmission towers, and Smokestacks: +21% of the Total Rate

FOREMAN REQUIREMENTS:
- On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
- On any job where there are 2 or more electricians, 1 shall be a Foreman.
- On all jobs, every 11 electricians shall have 1 designated a Foreman.
- On any job where there are 23 or more electricians, 1 shall be a General Foreman.
- On any job where there are 50 or more electricians, 1 shall be an Assistant General Foreman, and 1 shall be a General Foreman.

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- 1st Shift (8:30 AM-4:30 PM)
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the hourly rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the hourly rate, per hour, inclusive of benefits.

OVERTIME:
Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

Craft: Electrician - Teledata (15 Instruments and Less)  

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<th></th>
<th>01/30/12</th>
<th>04/29/13</th>
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<tbody>
<tr>
<td>Master Tech./Gen. Foreman (31+ workers on job)</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td></td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td></td>
<td>T72.26</td>
<td>T74.26</td>
</tr>
<tr>
<td>Senior Tech./Asst. Gen. Foreman (21-30 workers on job)</td>
<td>W0.00</td>
<td>W0.00</td>
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<tr>
<td></td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td></td>
<td>T66.28</td>
<td>T68.28</td>
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<tr>
<td>Technician A/Foreman ((11-20 workers on job)</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td></td>
<td>B0.00</td>
<td>B0.00</td>
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<tr>
<td></td>
<td>T63.57</td>
<td>T65.57</td>
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<tr>
<td>Technician B/Working Foreman (4-10 workers on job)</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td></td>
<td>B0.00</td>
<td>B0.00</td>
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<tr>
<td></td>
<td>T60.84</td>
<td>T62.84</td>
</tr>
<tr>
<td>Technician C/Journeyman (1-3 workers on job)</td>
<td>W0.00</td>
<td>W0.00</td>
</tr>
<tr>
<td></td>
<td>B0.00</td>
<td>B0.00</td>
</tr>
<tr>
<td></td>
<td>T55.96</td>
<td>T57.96</td>
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Expiration Date: 10/31/2014

Craft: Electrician - Teledata (15 Instruments and Less)  

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<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>45% 48% 53% 59% 66% 72% 79% 86%</td>
</tr>
<tr>
<td>Benefits</td>
<td>7.74 8.81 10.74 13.31 16.66 19.83 23.88 28.29</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Instruments and Less)  

NOTES:
1) These rates are for service, maintenance, moves and/or changes affecting 15 instruments or less. These rates may NOT be used for any new construction or any fiber optic work.
2) The number of workers on the jobsite is the determining factor for which Foreman category applies.

HIGH WORK:
40 feet above ground/floor: +20% of the Total Rate

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- 2nd Shift (4:30 PM-12:30 AM) shall receive 8 hours pay for 7.5 hours of work, plus an additional 10% of the regular rate, per hour, inclusive of benefits.
- 3rd Shift: (12:30 AM-8:00 AM) shall receive 8 hours pay for 7 hours of work, plus an additional 15% of the regular rate, per hour, inclusive of benefits.

5/30/2012
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

OVERTIME:
Hours before outside the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

 Craft: Electrician - Teledata (16 Instruments & More)  
PREVAILING WAGE RATE

See "Electrician" Rates

Expiration Date:

Craft: Electrician - Teledata (16 Instruments & More)  
COMMENTS/NOTES

***See ELECTRICIAN Rates***
Craft: Electrician - Outside Commercial

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<th>06/03/13</th>
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<tr>
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<td>W55.80</td>
<td>W56.27</td>
<td>W57.81</td>
</tr>
<tr>
<td></td>
<td>B32.64</td>
<td>B34.88</td>
<td>B35.84</td>
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<tr>
<td></td>
<td>T88.44</td>
<td>T91.15</td>
<td>T93.65</td>
</tr>
<tr>
<td><strong>Cable Splicer</strong></td>
<td>W53.91</td>
<td>W54.37</td>
<td>W55.85</td>
</tr>
<tr>
<td></td>
<td>B31.53</td>
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<td></td>
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<td><strong>Certified Lineman Welder</strong></td>
<td>W47.29</td>
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<td></td>
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<td></td>
<td>T74.95</td>
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<td><strong>Equipment Repairman</strong></td>
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<td></td>
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<td></td>
<td>T74.95</td>
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<tr>
<td></td>
<td>T74.95</td>
<td>T77.25</td>
<td>T79.36</td>
</tr>
<tr>
<td><strong>Foreman (1-10 Journeyman workers on job)</strong></td>
<td>W53.91</td>
<td>W54.37</td>
<td>W55.85</td>
</tr>
<tr>
<td></td>
<td>B31.53</td>
<td>B33.70</td>
<td>B34.62</td>
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<tr>
<td></td>
<td>T85.44</td>
<td>T88.07</td>
<td>T90.47</td>
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<tr>
<td><strong>General Foreman</strong></td>
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<td>T91.43</td>
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<td><strong>Groundman</strong></td>
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<td><strong>Journeyman- Layout Man</strong></td>
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Expiration Date: 05/31/2014
Craft: Electrician- Outside Commercial

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<td>6 Months</td>
<td>35% 40% Yearly 50% 60% 70% 80%</td>
</tr>
<tr>
<td>Benefits</td>
<td>62% of Apprentice Wage Rate</td>
</tr>
</tbody>
</table>

Craft: Electrician- Outside Commercial

**APPRENTICE RATE SCHEDULE**

* FOR UTILITY WORK PLEASE SEE STATEWIDE RATES

The regular workday is 8 hours, between 8:00 AM and 4:30 PM.

HIGH WORK:
40 FEET ABOVE GROUND/FLOOR: +21% OF THE Total Rate.
Radio towers, Transmission towers and Smokey stacks: +21% of the Total Rate.

FOREMAN REQUIREMENTS:
On any job where there is only 1 Journeyman electrician, who lays out his or her own job from plans, that electrician shall receive the Foreman rate.
On any job where there are 2 or more electricians, 1 shall be a Foreman.
On all jobs, every 11 electricians shall have 1 designated a Foreman.
On any job where there are 23 or more electricians, 1 shall be a General Foreman.

SHIFT DIFFERENTIALS:
2nd Shift (4:30 PM to 12:30 AM): 8 hrs. pay for 7.5 hrs. work + an additional 10% of the regular rate, inclusive of benefits.
3rd Shift (12:30 AM to 8:00 AM): 8 hrs. pay for 7 hrs. work + an additional 15% of the regular rate per hour, inclusive benefits.

OVERTIME:
Hours before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and Holidays shall be paid at double the hourly rate, inclusive of benefits.

RECOGNIZED HOLIDAYS:
New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day. Sunday holidays will be observed the following Monday.

5/30/2012
Craft: Electrician-Utility Work (North)  

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (North)  

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>6 Months</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60%</td>
<td>62.5%</td>
</tr>
<tr>
<td></td>
<td>65%</td>
<td>of Appren</td>
</tr>
<tr>
<td></td>
<td>70%</td>
<td>tice</td>
</tr>
<tr>
<td></td>
<td>75%</td>
<td>Wage</td>
</tr>
<tr>
<td></td>
<td>80%</td>
<td>Rate</td>
</tr>
<tr>
<td></td>
<td>85%</td>
<td>for all</td>
</tr>
<tr>
<td></td>
<td>90%</td>
<td>intervals</td>
</tr>
</tbody>
</table>

Craft: Electrician-Utility Work (North)  

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.
Craft: Electrician-Utility Work (South)  
**PREVAILING WAGE RATE**

Rates are located in the "Statewide" rate package

Expiration Date:

Craft: Electrician-Utility Work (South)  
**APPRENTICE RATE SCHEDULE**

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>60% 65% 70% 75% 80% 85% 90%</td>
</tr>
<tr>
<td>Benefits</td>
<td>19.31 20.34 21.39 22.44 23.48 24.53 25.57</td>
</tr>
</tbody>
</table>

Craft: Electrician-Utility Work (South)  
**COMMENTS/NOTES**

Electrician-Utility Work (South) rates are located in the "Statewide" rate package.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION  
County - BERGEN

Craft: Elevator Constructor  
PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>03/17/12</th>
<th>03/17/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>W55.20</td>
<td>W57.01</td>
</tr>
<tr>
<td></td>
<td>B26.88</td>
<td>B28.38</td>
</tr>
<tr>
<td></td>
<td>T82.08</td>
<td>T85.39</td>
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Expiration Date: 03/16/2014

Craft: Elevator Constructor  
APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23.90 29.30 34.63 39.95</td>
</tr>
<tr>
<td>Yearly</td>
<td>Benefits 21.76 22.15 22.92 23.69</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor  
COMMENTS/NOTES

The regular workday shall consist of either 7 or 8 hours to be established at the beginning of the project, between 7:00 AM and 4:30 PM.

OVERTIME:
For all hours worked before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday, shall be paid at double the hourly rate. Holiday pay is one day's wages (8 hours) plus the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.
Craft: Elevator Modernization & Service

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>03/17/12</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W43.79</td>
</tr>
<tr>
<td></td>
<td>B26.73</td>
</tr>
<tr>
<td></td>
<td>T70.52</td>
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</tbody>
</table>

Expiration Date: 03/16/2014

Craft: Elevator Modernization & Service

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>03/17/12</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W43.79</td>
</tr>
<tr>
<td></td>
<td>B26.73</td>
</tr>
<tr>
<td></td>
<td>T70.52</td>
</tr>
</tbody>
</table>

Craft: Elevator Modernization & Service

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

Comments/Notes

MODERNIZATION (addition, replacement, refurbishing, relocation, or changes in design or appearance, of elevator equipment in existing buildings):

- The regular workday consists of 8 hours, between 7:00 AM and 4:30 PM.

- Overtime: Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday and Sunday shall be paid at time and one-half the hourly rate. Holiday pay is one day's wages (8 hours) plus time and one-half the hourly rate for all hours worked.

SERVICE (repair or replacement of parts for the purpose of maintaining elevator equipment in good operating condition):

- The regular workday consists of 8 hours, between 6:00 AM and 6:00 PM.

- Overtime: Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS (Modernization and Service): New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays shall be observed on the previous Friday and Sunday holidays shall be observed on the following Monday.
Craft: Glazier

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Foreman</th>
<th>General Foreman</th>
<th>Journeyman</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/10/12</td>
<td>W44.34</td>
<td>W46.34</td>
<td>W40.33</td>
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<tr>
<td></td>
<td>B20.82</td>
<td>B21.06</td>
<td>B20.34</td>
</tr>
<tr>
<td></td>
<td>T65.16</td>
<td>T67.40</td>
<td>T60.67</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Glazier

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Months</td>
<td>30% 40% 50% 60% 70% 75% 80% 85% 90%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 6.34 Intervals 4 to 6 = 9.04 Intervals 7 to 9 = 11.33</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier

COMMENTS/NOTES

Hazard/Height Pay: +$1.00 per hour

FOREMAN REQUIREMENTS:
- When there are 4 or more Glaziers on a job, 1 must be designated a Foreman.
- When there are 15 or more Glaziers on a job, 1 must be designated a General Foreman.

The regular workday shall consist of 8 hours, between 7:00 AM and 5:30 PM, Monday to Friday.

SHIFT Differentials:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>DATE</th>
<th>RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/09/12</td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>W48.22 B27.97 T76.19</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W50.77 B29.08 T79.85</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W46.94 B27.41 T74.35</td>
</tr>
</tbody>
</table>

Expiration Date: 09/18/2012

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>21.57 25.57 31.01 36.50</td>
</tr>
<tr>
<td>Benefits</td>
<td>16.78 19.80 21.70 23.42</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator

COMMENTS/NOTES

NOTE: These rates apply to the installing of insulation on hot and cold mechanical systems.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- Shift work must run for a minimum of 5 consecutive workdays.
- Second Shift shall work 7.5 hours and receive 8 hours pay, at the regular rate, plus 25% per hour.
- Third Shift shall work 7 hours and receive 8 hours pay, at the regular rate, plus 30% per hour.

OVERTIME:
The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>03/09/12</td>
<td>W48.22</td>
<td>B27.97</td>
<td>T76.19</td>
</tr>
<tr>
<td></td>
<td>W22.94</td>
<td>B8.00</td>
<td>T30.94</td>
</tr>
</tbody>
</table>

Expiration Date: 09/18/2012

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE</td>
<td>HEAT &amp; FROST</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Heat & Frost Insulator - Asbestos Worker

COMMENTS/NOTES

NOTE: These rates apply only to the removal of insulation materials/asbestos from mechanical systems, including containment erection and demolition, and placing material in appropriate containers.

The regular workday shall be 8 hours between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- The second shift shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 25% per hour.
- The third shift shall work 7 hours and receive 8 hours pay at the regular rate, plus 30% per hour.

OVERTIME: The first 2 hours in excess of 8 per day, hours outside of the regular workday Monday through Friday that are not shift work, and the first 10 hours on Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours in excess of 10 per day, and all hours on Sunday and holidays (except Labor Day) shall be paid at double the regular rate, inclusive of benefits. All hours on Labor Day shall be paid at triple the regular rate, inclusive of benefits.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
PREVAILING WAGE RATE DETERMINATION  
County - BERGEN  

Craft: Ironworker  
PREVAILING WAGE RATE  

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/12</td>
<td>W39.04</td>
</tr>
<tr>
<td></td>
<td>B39.47</td>
</tr>
<tr>
<td></td>
<td>T78.51</td>
</tr>
<tr>
<td>Rod Foreman</td>
<td>W36.04</td>
</tr>
<tr>
<td></td>
<td>B39.47</td>
</tr>
<tr>
<td></td>
<td>T75.51</td>
</tr>
<tr>
<td>Rod Journeyman</td>
<td>W41.84</td>
</tr>
<tr>
<td></td>
<td>B39.47</td>
</tr>
<tr>
<td></td>
<td>T81.31</td>
</tr>
<tr>
<td>Structural Foreman</td>
<td>W38.84</td>
</tr>
<tr>
<td></td>
<td>B39.47</td>
</tr>
<tr>
<td></td>
<td>T78.31</td>
</tr>
<tr>
<td>Structural Journeyman</td>
<td>W38.84</td>
</tr>
<tr>
<td></td>
<td>B39.47</td>
</tr>
<tr>
<td></td>
<td>T78.31</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2012  

Craft: Ironworker  
APPRENTICE RATE SCHEDULE  

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>50% 60% Yearly 70% 80% 90%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5 *  
* 1:4 for rebar (reinforcing rod) work.  

Craft: Ironworker  
COMMENTS/NOTES  

HAZARDOUS WASTE WORK: On hazardous waste removal work on a state or federally designated hazardous waste site where the Ironworker is required to wear Level A,B, or C personal protection: + $3.00 per hour 

The regular workday consists of 8 hours between 6:00 AM and 4:30 PM.  

SHIFT Differentials:  
- 2nd Shift: 8 hrs pay for 7.5 hrs work, plus an additional 15% per hour.  
- 3rd Shift: 8 hrs pay for 7 hrs work, plus an additional 20% per hour.  
- To have a 2nd Shift, there must be a 1st Shift worked during the regular workday.  
- To have a 3rd Shift, there must be a 2nd Shift.  
- When an irregular shift is established, the rate shall be the regular rate plus $10.00 per hour.  
- All shift differential rates are inclusive of benefits.  

OVERTIME:  
- For the first three (3) hours in excess of 8 per day Monday through Friday, or before or after the regular workday, that are not shift work, and all hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of eleven (11) per day Monday through Friday and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.  

5/30/2012
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate, inclusive of benefits.

## NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
### PREVAILING WAGE RATE DETERMINATION

**County - BERGEN**

### Craft: Laborer - Asbestos & Hazardous Waste Removal

<table>
<thead>
<tr>
<th></th>
<th>05/30/12</th>
<th>12/01/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W31.92</td>
<td>W0.00</td>
<td></td>
</tr>
<tr>
<td>B21.87</td>
<td>B0.00</td>
<td></td>
</tr>
<tr>
<td>T53.79</td>
<td>T56.29</td>
<td></td>
</tr>
<tr>
<td>Journeyman (Handler)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>W28.37</td>
<td>W0.00</td>
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<td>B21.87</td>
<td>B0.00</td>
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<tr>
<td>T50.24</td>
<td>T52.74</td>
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Expiration Date: 10/31/2013

### Craft: Laborer - Asbestos & Hazardous Waste Removal

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>60% 70% 80% 90%</td>
<td></td>
</tr>
<tr>
<td>Benefit</td>
<td>20.22 for all</td>
<td>intervals</td>
</tr>
</tbody>
</table>

### Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

### Craft: Laborer - Asbestos & Hazardous Waste Removal

**NOTICE:** These rates apply to work in connection with Asbestos, Radiation, Hazardous Waste, Lead, Chemical, Biological, Mold Remediation and Abatement.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

**OVERTIME:**
- Hours in excess of 8 per day, Monday through Saturday, and all hours on Sunday and holidays shall be paid at time and one-half the regular rate.
- When the owner (Public Body) mandates that work is to be performed on Sunday, those hours may be worked at straight time, up to 8 hours per day, up to 40 hours per week.
- Benefits on ALL overtime hours shall be paid at straight time.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Laborer - Building

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>60%</th>
<th>70%</th>
<th>80%</th>
<th>90%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class A Journeyman</td>
<td>W29.85</td>
<td>B23.37</td>
<td>T53.22</td>
<td></td>
</tr>
<tr>
<td>Class B Journeyman</td>
<td>W29.35</td>
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<tr>
<td>Class C Journeyman</td>
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<td>B23.37</td>
<td>T48.32</td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>W33.58</td>
<td>B23.37</td>
<td>T56.95</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>W37.31</td>
<td>B23.37</td>
<td>T60.68</td>
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</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefit</td>
<td>20.37</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* Ratio of apprentices to journeymen shall not be more than one apprentice for the first journeyman and no more than one (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Building

COMMENTS/NOTES

CLASS A: Specialist laborer including mason tender or concrete pour crew; scaffold builder (scaffolds up to 14 feet in height); operator of forklifts, Bobcats (or equivalent machinery), jack hammers, tampers, motorized tampers and compactors, vibrators, street cleaning machines, hydro demolition equipment, riding motor buggies, conveyors, burners; and nozzlemen on gunite work.

CLASS B: Basic laborer - includes all laborer work not listed in Class A or Class C.

CLASS C: Janitorial-type light clean-up work associated with the TURNOVER of a project, or part of a project, to the owner. All other clean-up work is Class B.

The regular workday shall be 8 hours between 6:00 AM and 6:00 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- When a 2-shift schedule is worked, including a day shift, both shifts shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

- When a 3-shift schedule is worked, the day shift shall be established on the basis of 8 hours pay for 8 hours worked, the second shift shall be established on the basis of 8 hours pay for 7.5 hours worked, and the third shift shall be established on the basis of 8 hours pay for 7 hours worked. The day shift shall receive the regular rate, the second shift shall receive the regular rate plus an additional 15%, and the third shift shall receive the regular rate plus an additional 20%.

- When a second or third shift is worked with no day shift, the second or third shift shall be established on the basis of 8 hours pay for 8 hours worked. The second shift shall receive the regular rate plus an additional 15%, and the third shift shall receive the regular rate plus an additional 20%.

OVERTIME:
- Hours in excess of 8 per day, or outside the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Four 10-hour days may be worked Monday to Thursday, at straight time, with Friday used a make-up day for a day lost to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the regular rate.
- Benefits on ALL overtime hours shall be paid at time and one-half.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 Hours</td>
<td>60% 70% 80% 90%</td>
</tr>
<tr>
<td>Benefit</td>
<td>11.50 for all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* No more than 1 apprentice for the first journeyman and no more than 1 apprentice for each additional 3 journeymen.

Craft: Laborer - Heavy & General

COMMENTS/NOTES

Heavy & General Laborer rates are located in the "Statewide" rate package.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Millwright

<table>
<thead>
<tr>
<th></th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/08/12</td>
</tr>
<tr>
<td>Foreman</td>
<td>W48.38</td>
</tr>
<tr>
<td></td>
<td>B26.60</td>
</tr>
<tr>
<td></td>
<td>T74.98</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W42.07</td>
</tr>
<tr>
<td></td>
<td>B23.13</td>
</tr>
<tr>
<td></td>
<td>T65.20</td>
</tr>
</tbody>
</table>

Expiration Date: 10/31/2012

Craft: Millwright

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>40% 45% 50% 55% 60% 65% 70% 75% 85% 95%</td>
</tr>
<tr>
<td>Benefits</td>
<td>55% of</td>
</tr>
<tr>
<td></td>
<td>Appren</td>
</tr>
<tr>
<td></td>
<td>tice</td>
</tr>
<tr>
<td></td>
<td>Wage</td>
</tr>
<tr>
<td></td>
<td>Rate</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Millwright

<table>
<thead>
<tr>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOREMAN REQUIREMENTS:</td>
</tr>
<tr>
<td>- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.</td>
</tr>
<tr>
<td>- When there are 21 or more Millwrights on a job, 2 shall be designated as Foremen.</td>
</tr>
</tbody>
</table>

The regular workday shall consist of 8 hours, starting between 7:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:
- When a 2 shift schedule (including a day shift) is established, the day shift shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular rate plus 15%, inclusive of benefits.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular hourly rate, the second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular rate plus 15% and the third shift shall receive the regular rate plus 20%, inclusive of benefits.

OVERTIME:
- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the hourly rate, inclusive of benefits.


5/30/2012
Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Operating Engineer  PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer  APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>60% 70% 80% 90%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* 1 apprentice for each piece of heavy equipment. At least 10 pieces of heavy equipment or a minimum of 5 Operating Engineers must be on site.

Craft: Operating Engineer  COMMENTS/NOTES

Operating Engineer rates are located in the "Statewide" rate package.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Expiration Date:

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>70%</td>
</tr>
<tr>
<td></td>
<td>of Rod/</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* No more than 1 Field Engineer Apprentice per Survey Crew.

Craft: Operating Engineer - Field Engineer

COMMENTS/NOTES

Operating Engineer - Field Engineer rates are located in the "Statewide" rate package.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Painter - Bridges

PREVAILING WAGE RATE

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/13/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td>W54.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>B21.90</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>T75.90</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
<td>W56.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>B22.14</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>T78.14</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
<td>W49.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>B21.30</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>T70.30</td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter - Bridges

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50% 55% 60% 65% 75% 85%</td>
</tr>
<tr>
<td>6 Months</td>
<td></td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 2 = 7.53</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1 : 4

Craft: Painter - Bridges

COMMENTS/NOTES

These rates apply to: All bridges that span waterways, roadways, railways and canyons. All tunnels, overpasses, viaducts and all appurtenances.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.


5/30/2012
Craft:  Painter - Industrial (New Construction)  

<table>
<thead>
<tr>
<th>Craft: Painter - Industrial (New Construction)</th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/11</td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
</tr>
<tr>
<td>W43.00</td>
<td></td>
</tr>
<tr>
<td>B20.23</td>
<td></td>
</tr>
<tr>
<td>T63.23</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
</tr>
<tr>
<td>W45.00</td>
<td></td>
</tr>
<tr>
<td>B20.47</td>
<td></td>
</tr>
<tr>
<td>T65.47</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
</tr>
<tr>
<td>W38.00</td>
<td></td>
</tr>
<tr>
<td>B19.63</td>
<td></td>
</tr>
<tr>
<td>T57.63</td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft:  Painter - Industrial (New Construction)  

<table>
<thead>
<tr>
<th>Craft: Painter - Industrial (New Construction)</th>
<th>APPRENTICE RATE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERVAL</td>
<td>PERIOD AND RATES</td>
</tr>
<tr>
<td>6 Months</td>
<td>50% 55% 60% 65% 75% 85%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 2 = 7.53</td>
</tr>
<tr>
<td></td>
<td>Intervals 3 to 4 = 9.03</td>
</tr>
<tr>
<td></td>
<td>Intervals 5 to 6 = 10.53</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft:  Painter - Industrial (New Construction)  

<table>
<thead>
<tr>
<th>Craft: Painter - Industrial (New Construction)</th>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>These rates apply to: All new tanks, elevated and water tanks, tank interiors and the repainting of ground tanks over sixty (60) feet in height.</td>
<td></td>
</tr>
</tbody>
</table>

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.


5/30/2012
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Painter - Industrial (Repainting)

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>Period</th>
<th>Rate 1</th>
<th>Rate 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>10/13/11</td>
<td>W34.03</td>
<td>B17.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td>T51.06</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>W36.03</td>
<td>B17.27</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>T53.30</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>W29.03</td>
<td>B16.43</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>T45.46</td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter - Industrial (Repainting)

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>SEE</th>
<th>PAINTER</th>
<th>INDUS</th>
<th>TRIAL</th>
<th>NEW</th>
<th>CONSTR</th>
<th>TION</th>
</tr>
</thead>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Industrial (Repainting)

COMMENTS/NOTES

These rates apply to: The repainting of all other tanks.

NOTE: Spraying, sandblasting, lead abatement, work performed above 3 stories or 30 feet in height, or using swing scaffolds: additional 10% of the wage rate.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

Thanksgiving Day, Christmas Day.
### NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
### PREVAILING WAGE RATE DETERMINATION

**County - BERGEN**

**Craft: Painter - Line Striping**

**PREVAILING WAGE RATE**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>08/26/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman (Charge Person)</td>
<td>W33.24</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B13.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T46.43</td>
<td></td>
</tr>
<tr>
<td>Helper (1st Year-2nd 6 Mos.)</td>
<td>W25.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B13.10</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T38.23</td>
<td></td>
</tr>
<tr>
<td>Helper (2nd Year)</td>
<td>W26.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B13.13</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T39.77</td>
<td></td>
</tr>
<tr>
<td>Helper (3rd Year)</td>
<td>W28.65</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B13.14</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T41.79</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>W32.74</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B13.19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T45.93</td>
<td></td>
</tr>
<tr>
<td>Probationary Helper (1st-6 Mos.)</td>
<td>W22.09</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B13.07</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T35.16</td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2012

**Craft: Painter - Line Striping**

**COMMENTS/NOTES**

**FOREMAN REQUIREMENTS:**
The first Painter on the job site must be designated as a Foreman.

**OVERTIME:**
Hours in excess of 8 per day, Monday through Saturday, and all hours on Sundays and holidays shall be paid at time and one-half the hourly rate.

**RECOGNIZED HOLIDAYS:** New Year's Day, Presidents' Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Painter - New Construction

<table>
<thead>
<tr>
<th>Craft: Painter - New Construction</th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>06/23/11</td>
</tr>
<tr>
<td>Foreman</td>
<td>W39.59</td>
</tr>
<tr>
<td></td>
<td>B19.55</td>
</tr>
<tr>
<td></td>
<td>T59.14</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W41.39</td>
</tr>
<tr>
<td></td>
<td>B19.77</td>
</tr>
<tr>
<td></td>
<td>T61.16</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W35.99</td>
</tr>
<tr>
<td></td>
<td>B19.12</td>
</tr>
<tr>
<td></td>
<td>T55.11</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter - New Construction

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Months</td>
<td>30% 40% 50% 60% 70% 75% 80% 85% 90%</td>
</tr>
<tr>
<td>Benefits</td>
<td>Intervals 1 to 3 = 5.65 Intervals 4 to 6 = 7.92 Intervals 7 to 9 = 9.83</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - New Construction

<table>
<thead>
<tr>
<th>Craft: Painter - New Construction</th>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
</table>

TUNNEL Work:
Equipment Tender/Containment Builder: 80% of Journeyman wage rate
Support Personnel: 65% of Journeyman wage rate
(Benefit rate = full Journeyman benefit rate)

Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays

5/30/2012
shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Painter - Repainting

<table>
<thead>
<tr>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/23/11</td>
</tr>
</tbody>
</table>

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W30.76</td>
<td>B16.47</td>
<td>T47.23</td>
<td></td>
</tr>
<tr>
<td>General Foreman</td>
<td>W32.15</td>
<td>B16.64</td>
<td>T48.79</td>
<td></td>
</tr>
<tr>
<td>Journeyman</td>
<td>W27.96</td>
<td>B16.13</td>
<td>T44.09</td>
<td></td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter - Repainting

<table>
<thead>
<tr>
<th>APPRENTICE RATE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERVAL</td>
</tr>
<tr>
<td>SEE</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Painter - Repainting

<table>
<thead>
<tr>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tank, or generating stations.</td>
</tr>
<tr>
<td>TUNNEL Work:</td>
</tr>
<tr>
<td>Equipment Tender/Containment Builder: 80% of Journeyman wage rate</td>
</tr>
<tr>
<td>Support Personnel: 65% of Journeyman wage rate</td>
</tr>
<tr>
<td>(Benefit rate = full Journeyman benefit rate)</td>
</tr>
<tr>
<td>Spraying, sandblasting, lead abatement, work on tanks or stacks, work performed above 3 stories or 30 feet in height, or using swing scaffolds requires an additional 10% of the wage rate.</td>
</tr>
<tr>
<td>FOREMEN REQUIREMENTS:</td>
</tr>
<tr>
<td>- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.</td>
</tr>
<tr>
<td>- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.</td>
</tr>
<tr>
<td>OVERTIME:</td>
</tr>
<tr>
<td>- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.</td>
</tr>
<tr>
<td>- Four 10-hour days may be worked, at straight time, Monday through Sunday.</td>
</tr>
<tr>
<td>RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election afternoon, Veterans'</td>
</tr>
</tbody>
</table>

5/30/2012
Day, Thanksgiving Day, Christmas Day.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Painter- Structural Steel (New Construction)  PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/11</td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>W43.00</td>
</tr>
<tr>
<td></td>
<td>B20.23</td>
</tr>
<tr>
<td></td>
<td>T63.23</td>
</tr>
<tr>
<td>General Foreman</td>
<td>W45.00</td>
</tr>
<tr>
<td></td>
<td>B20.47</td>
</tr>
<tr>
<td></td>
<td>T65.47</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W38.00</td>
</tr>
<tr>
<td></td>
<td>B19.63</td>
</tr>
<tr>
<td></td>
<td>T57.63</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter- Structural Steel (New Construction)  APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Months</td>
<td>50%  55%</td>
</tr>
<tr>
<td>Benefits</td>
<td>60%  65%</td>
</tr>
<tr>
<td></td>
<td>75%  85%</td>
</tr>
<tr>
<td>Intervals</td>
<td>7.53 Intervals 3 to 4 9.03 Intervals 5 to 6 10.53</td>
</tr>
</tbody>
</table>

Craft: Painter- Structural Steel (New Construction)  COMMENTS/NOTES

These rates apply to: All work in nuclear plants, on towers, on steeples, on dams, on hangers and open steel whether new or repaint. All new work in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

FOREMEN REQUIREMENTS:
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.


5/30/2012
Craft: Painter- Structural Steel (Repaint)  

### PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Foreman</th>
<th>General Foreman</th>
<th>Journeyman</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/11</td>
<td>W34.03</td>
<td>W36.03</td>
<td>W29.03</td>
</tr>
<tr>
<td></td>
<td>B17.03</td>
<td>B17.27</td>
<td>B16.43</td>
</tr>
<tr>
<td></td>
<td>T51.06</td>
<td>T53.30</td>
<td>T45.46</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter- Structural Steel (Repaint)  

### APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE</td>
</tr>
</tbody>
</table>

Craft: Painter- Structural Steel (Repaint)  

### COMMENTS/NOTES

These rates apply to: All repaint work in refineries, tank farms, water/sewerage treatment facilities and on pipelines.

**FOREMEN REQUIREMENTS:**
- When there are 4 or more Painters on a job, 1 shall be designated a Foreman.
- When there are 15 or more Painters on a job, 1 shall be designated a General Foreman.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

**SHIFT DIFFERENTIALS:**
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

**OVERTIME:**
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Painter- Tender (Industrial)  PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/13/11</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Journeyman</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>W18.00</td>
<td></td>
</tr>
<tr>
<td>B8.45</td>
<td></td>
</tr>
<tr>
<td>T26.45</td>
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</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Painter- Tender (Industrial)  APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Craft: Painter- Tender (Industrial)  COMMENTS/NOTES

These rates apply to: The handling of all materials, manning of safety boats, handling of traffic controls, loading and unloading of trucks, cleaning of abrasive materials and other clean-up work.

NOTE: THIS WORK CLASSIFICATION SHALL ONLY APPLY IN SUPPORT OF THE FOLLOWING WORK CLASSIFICATIONS: Painter-Industrial (New Construction), Painter-Industrial (Repainting), Painter-Structural Steel (New Construction), Painter-Structural Steel (Repaint) and Painter-Bridges.

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.


5/30/2012
Craft: Paperhanger - New Construction

<table>
<thead>
<tr>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/23/11</td>
</tr>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td>W40.57</td>
</tr>
<tr>
<td>B19.67</td>
</tr>
<tr>
<td>T60.24</td>
</tr>
<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>W36.88</td>
</tr>
<tr>
<td>B19.23</td>
</tr>
<tr>
<td>T56.11</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Paperhanger - New Construction

<table>
<thead>
<tr>
<th>APPRENTICE RATE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERVAL</td>
</tr>
<tr>
<td>4 Months</td>
</tr>
<tr>
<td>Benefits</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - New Construction

<table>
<thead>
<tr>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOREMEN REQUIREMENTS:</td>
</tr>
<tr>
<td>- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.</td>
</tr>
</tbody>
</table>

The regular workday shall consist of 8 hours between 7:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:
- The second shift shall receive an additional 10% of the hourly rate, per hour, and the third shift shall receive an additional 15% of the hourly rate, per hour.
- When 3 shifts are worked, the second shift shall receive 8 hours pay for 7.5 hours of work, and the third shift shall receive 8 hours pay for 7 hours of work.

OVERTIME:
- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the regular rate. All hours on Sundays and holidays shall be paid at double the regular rate.
- Saturday or Sunday may be used to make up a day lost to inclement weather, at straight time.
- Four 10-hour days may be worked, at straight time, Monday through Friday.

Craft: Paperhanger - Renovation  

### PREVAILING WAGE RATE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>06/23/11</td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>W31.52</td>
</tr>
<tr>
<td></td>
<td>B16.58</td>
</tr>
<tr>
<td></td>
<td>T48.10</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W28.65</td>
</tr>
<tr>
<td></td>
<td>B16.24</td>
</tr>
<tr>
<td></td>
<td>T44.89</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Paperhanger - Renovation  

### APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE</td>
<td>PAPER-</td>
<td>HANGER</td>
</tr>
<tr>
<td></td>
<td>NEW</td>
<td>CONSTR</td>
<td>TION</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Paperhanger - Renovation  

### COMMENTS/NOTES

NOTE: These rates may only be used on jobs where no major alterations occur, and where not more than 3 other trades are present on the job, but may NOT, under any circumstances, be used for work on bridges, stacks, elevated tanks, or generating stations.

FOREMEN REQUIREMENTS:
- When there are 4 or more Paperhangers on a job, 1 shall be designated a Foreman.

OVERTIME:
- Hours in excess of 8 per day and 40 per week shall be paid at time and one-half the regular rate.
- Four 10-hour days may be worked, at straight time, Monday through Sunday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Pipefitter

PREVAILING WAGE RATE

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/08/12</td>
<td>Foreman</td>
<td>W49.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B28.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>T78.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Journeyman</td>
<td>W46.61</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B28.99</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>T75.60</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yearly</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*</td>
</tr>
<tr>
<td></td>
<td>*</td>
</tr>
<tr>
<td></td>
<td>$27.97</td>
</tr>
<tr>
<td></td>
<td>$32.63</td>
</tr>
<tr>
<td></td>
<td>$37.29</td>
</tr>
<tr>
<td></td>
<td>Benefit</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>*</td>
</tr>
<tr>
<td></td>
<td>*</td>
</tr>
<tr>
<td></td>
<td>$22.68</td>
</tr>
<tr>
<td></td>
<td>$24.25</td>
</tr>
<tr>
<td></td>
<td>$25.83</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5

* THERE IS NO FIRST OR SECOND YEAR APPRENTICE.

Craft: Pipefitter

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 9-1-12:

<table>
<thead>
<tr>
<th>Interval</th>
<th>Period and Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>$16.31 $20.97 $25.64</td>
</tr>
<tr>
<td>Benefits</td>
<td>$18.73 $20.30 $21.89</td>
</tr>
</tbody>
</table>

FOREMAN REQUIREMENTS:
- The first Pipefitter on a job must be a Foreman.
- There must be a Foreman for every 6 Pipefitters on a job, not counting apprentices.

The regular workday shall be 8 hours, between 8:00 AM and 4:30 PM.

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 5 consecutive workdays.
- 2nd Shift (between 4:00PM and 12:00AM) shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 25% per hour.
- 3rd Shift (between 12:00AM and 8:00AM) shall work 7 hours and receive 8 hours pay at the hourly rate, plus 30% per hour.

OVERTIME:
- The first 2 hours in excess of 8 per day or outside of the regular workday, Monday through Friday, and the first 8 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 10 per day, Monday through Friday, in excess of 8 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked at straight time, Monday through Thursday, with Friday used as a make-up day for a day lost to inclement weather. If Friday is not a make-up day, the first 10 hours on Friday shall be paid at time and
one-half, inclusive of benefits. All remaining overtime shall be paid as stated above.

SHIFT DIFFERENTIALS - SERVICE & MAINTENANCE WORK:
- The 2nd shift shall work 7.5 hours and receive 8 hours pay at the hourly rate, plus 10% per hour.
- The 3rd shift shall work 7 hours and receive 8 hours pay at the hourly rate, plus 15% per hour.

OVERTIME - SERVICE & MAINTENANCE WORK:
- All hours outside of the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half, inclusive of benefits. All hours on Sundays and holidays shall be paid at double the hourly rate, inclusive of benefits.

NOTE: Service and Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Expiration Date:

Craft: Plasterer

COMMENTS/NOTES

***See BRICKLAYER, STONE MASON Rates***
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Plumber  PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>Date</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>05/01/12</td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td></td>
<td>50.82</td>
</tr>
<tr>
<td></td>
<td></td>
<td>29.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>80.06</td>
</tr>
<tr>
<td>General Foreman</td>
<td></td>
<td>54.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>29.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>83.36</td>
</tr>
<tr>
<td>Journeyman</td>
<td></td>
<td>47.06</td>
</tr>
<tr>
<td></td>
<td></td>
<td>29.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>76.30</td>
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</tbody>
</table>

Expiration Date: 04/30/2013

Craft: Plumber  APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>30% 45% 55% 65% 75%</td>
</tr>
<tr>
<td>Benefit</td>
<td>11.22 16.49 17.90 19.31 20.72</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* Employers may employ 1 apprentice on any job where 1 or 2 journeymen are employed. Thereafter, 1 apprentice may be employed for every 4 journeymen.

Craft: Plumber  COMMENTS/NOTES

FOREMAN REQUIREMENTS:
- On any job having 2 or more Plumbers, 1 must be designated a Foreman.
- On any job having 9 or more Plumbers, 2 shall be designated as Foremen.

The regular workday shall consist of 8 hours between 7:00 AM and 4:30 PM.

SHIFT Differentials:
- Shift work must continue for a minimum of 5 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 25%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 30%, inclusive of benefits.

SHIFT Differentials - Maintenance Work:
- Shift work must continue for a minimum of 10 consecutive workdays.
- When two shifts are worked, the second shift shall work 7.5 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 10%, inclusive of benefits.
- When a third shift is worked, the third shift shall work 7 hours and receive 8 hours pay, at a rate equal to the hourly rate plus 15%, inclusive of benefits.

NOTE: Maintenance work is work to repair, restore, or improve the efficiency of existing facilities. This does NOT apply to ANY new construction.
OVERTIME:
- All hours in excess of 8 per day, or before of after the regular workday that are not shift work, Monday through Friday, and all hours Saturday, shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on Sunday and holidays shall be paid at double the hourly rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for a day lost due to inclement weather. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half, inclusive of benefits.

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Roofer

**PREVAILING WAGE RATE**

<table>
<thead>
<tr>
<th>Craft</th>
<th>wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>W35.85 B17.62 T53.47</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W33.85 B17.62 T51.47</td>
</tr>
<tr>
<td>Mop Man</td>
<td>W34.60 B17.62 T52.22</td>
</tr>
<tr>
<td>Sub-Foreman</td>
<td>W34.35 B17.62 T51.97</td>
</tr>
</tbody>
</table>

Expiration Date: 05/31/2012

Craft: Roofer

**APPRENTICE RATE SCHEDULE**

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months</td>
<td>33% 42% 50% 58% 67% 75% 83% 92%</td>
</tr>
<tr>
<td>Benefit</td>
<td>2.82 for all intervals</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - *

* Re-roofing work: 1:1  New roofing work: 1:4

Craft: Roofer

**COMMENTS/NOTES**

NOTES:
- Working with pitch (including on tear-offs): + $1.00 per hour
- Working with asbestos: + $1.00 per hour
- Operator of slag chipping, felt laying, or power broom machine shall receive the "Sub-Foreman" rate.

FOREMAN REQUIREMENTS:
- When there is only 1 roofer on the project, he/she shall be designated a "Sub-Foreman".
- When 2 or more roofers are on the project, 1 shall be designated a "Foreman".
- When 6 or more roofers are on the project, 1 shall be designated a "Foreman", and there shall be 1 "Sub-Foreman" for every 6 roofers (or fraction thereof).

OVERTIME:
Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays, Sundays, and holidays shall be paid at time and one-half the hourly rate.


5/30/2012
Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10/01/11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>W31.25</td>
<td>B22.89</td>
<td>T54.14</td>
</tr>
<tr>
<td>Journeyman</td>
<td>W30.00</td>
<td>B22.89</td>
<td>T52.89</td>
</tr>
</tbody>
</table>

Expiration Date: 03/31/2012

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 hours</td>
<td>35%  40%  45%  50%  55%  60%  65%  70%  75%  80%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Sheet Metal Sign Installation

COMMENTS/NOTES

FOREMAN REQUIREMENT:
When there are 6 or more Sheet Metal Sign Installers on a job, 1 shall be designated a Foreman.

The regular workday consists of 8 hours, between 7:00 AM and 3:30 PM.

OVERTIME:
Hours before or after the regular workday, Monday though Friday, and all hours worked on Saturday shall be paid at time and one-half the hourly rate. All hours on Sunday and holidays shall be paid at double the hourly rate.

Four (4) 10 hour days may be worked, Monday through Friday, at straight time, for projects lasting at least one week in duration. The fifth day may be used as a make-up day at straight time for a day lost due to inclement weather. However, if the fifth day is not a make-up day, all hours worked will be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Saturday holidays observed the preceding Friday, Sunday holidays observed the following Monday.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
<th>Rate</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/11</td>
<td>W46.11</td>
<td>B30.86</td>
<td>T76.97</td>
</tr>
<tr>
<td></td>
<td>W47.11</td>
<td>B30.86</td>
<td>T77.97</td>
</tr>
<tr>
<td></td>
<td>W43.61</td>
<td>B30.86</td>
<td>T74.47</td>
</tr>
</tbody>
</table>

Expiration Date: 05/31/2012

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearly</td>
<td>35%  45%  55%  65% of Journey man Wage Rate</td>
</tr>
<tr>
<td>Benefit</td>
<td>35%  45%  55%  65% of Journey man Benefit Rate</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Sheet Metal Worker

COMMENTS/NOTES

FOREMAN REQUIREMENTS:
- When there are 2 or more Sheet Metal Workers on a project, 1 must be designated a Foreman.
- When there are 17 or more Sheet Metal Workers on a project, 1 must be designated a General Foreman.
- When there is only 1 Sheet Metal Worker (1 Journeyman) on a project, he/she shall receive $1.00 more than the regular Journeyman's rate.

The regular workday is 8 hours between 7:00 AM and 4:30 PM.

SHIFT DIFFERENTIAL:
- 2nd Shift (3:30 PM - 12:00 AM) : +17% of regular hourly rate
- Shift work must run for a minimum of 5 consecutive workdays.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, that are not shift work, and the first 10 hours on Saturdays shall be paid at time and one-half of the regular rate, inclusive of benefits. Hours in excess of 10 per day on Saturday, and all hours on Sundays and holidays shall be at double the regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Friday, at straight time, with hours in excess of 10 per day, and hours in excess of 40 per week paid at the overtime rates listed above.


5/30/2012
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION
County - BERGEN

Craft: Sprinkler Fitter

<table>
<thead>
<tr>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/11</td>
</tr>
<tr>
<td>Foreman</td>
</tr>
<tr>
<td>W55.90</td>
</tr>
<tr>
<td>B21.21</td>
</tr>
<tr>
<td>T77.11</td>
</tr>
<tr>
<td>Journeyman</td>
</tr>
<tr>
<td>W52.00</td>
</tr>
<tr>
<td>B21.21</td>
</tr>
<tr>
<td>T73.21</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Sprinkler Fitter

<table>
<thead>
<tr>
<th>APPRENTICE RATE SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERVAL</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Benefits</td>
</tr>
<tr>
<td>7.85</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:3

Craft: Sprinkler Fitter

<table>
<thead>
<tr>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>The regular workday consists of 8 consecutive hours between 7:00 AM and 4:30 PM.</td>
</tr>
</tbody>
</table>

SHIFT DIFFERENTIALS:
- Shift work must run for a minimum of 2 consecutive workdays.
- 2nd and 3rd shift shall receive an additional 15% of the regular rate, per hour.
- Any “off hours” shift starting at 8:00 PM or later shall receive an additional 25% of the regular rate, per hour.

OVERTIME:
Hours in excess of 8 per day, or before or after the regular workday that are not shift work, and all hours on Saturdays, Sundays, and holidays shall be paid at double the regular rate.

Craft: Tile Finisher-Marble  

**PREVAILING WAGE RATE**

<table>
<thead>
<tr>
<th></th>
<th>01/01/12</th>
<th>07/01/12</th>
<th>01/01/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finisher</td>
<td>W43.10</td>
<td>W43.55</td>
<td>W44.00</td>
</tr>
<tr>
<td></td>
<td>B26.53</td>
<td>B27.08</td>
<td>B27.53</td>
</tr>
<tr>
<td></td>
<td>T69.63</td>
<td>T70.63</td>
<td>T71.53</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Tile Finisher-Marble  

**APPRENTICE RATE SCHEDULE**

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50% 55% 65% 70% 75% 85% 90% 95%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Finisher-Marble  

**COMMENTS/NOTES**

OVERTIME:  
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.
Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>12/05/11</th>
<th>06/04/12</th>
<th>12/03/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finisher</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W39.28</td>
<td>W39.67</td>
<td>W0.00</td>
<td></td>
</tr>
<tr>
<td>B24.52</td>
<td>B25.31</td>
<td>B0.00</td>
<td></td>
</tr>
<tr>
<td>T63.80</td>
<td>T64.98</td>
<td>T66.16</td>
<td></td>
</tr>
<tr>
<td>Setter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W49.64</td>
<td>W50.25</td>
<td>W0.00</td>
<td></td>
</tr>
<tr>
<td>B27.56</td>
<td>B28.38</td>
<td>B0.00</td>
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</tr>
<tr>
<td>T77.20</td>
<td>T78.63</td>
<td>T80.06</td>
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</tr>
</tbody>
</table>

Expiration Date: 06/01/2013

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50%  55%  60%  65%  70%  75%  85%  95%  100%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:4

Craft: Tile Setter - Ceramic

COMMENTS/NOTES

OVERTIME:
Hours in excess of 7 per day, and the first 10 hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Saturdays after 10 hours shall be paid double the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th></th>
<th>01/01/12</th>
<th>07/01/12</th>
<th>01/01/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile Setter</td>
<td>W53.30</td>
<td>W54.30</td>
<td>W55.30</td>
</tr>
<tr>
<td></td>
<td>B26.98</td>
<td>B27.28</td>
<td>B27.58</td>
</tr>
<tr>
<td></td>
<td>T80.28</td>
<td>T81.58</td>
<td>T82.88</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50% 55% 65% 70% 75% 85% 90% 95%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1.4

Craft: Tile Setter - Marble

COMMENTS/NOTES

OVERTIME:
Hours in excess of 7 per day, Monday through Friday, and the first 7 hours on Saturdays shall be paid at time and one-half the regular rate, inclusive of benefits. Hours in excess of 7 on Saturdays, and all hours on Sundays and holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.
Craft: Tile Setter - Mosaic & Terrazzo  

PREVAILING WAGE RATE

<table>
<thead>
<tr>
<th>Craft</th>
<th>Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grinder or Assistant</td>
<td>01/03/12</td>
</tr>
<tr>
<td>W44.36</td>
<td>W0.00</td>
</tr>
<tr>
<td>B29.75</td>
<td>B0.00</td>
</tr>
<tr>
<td>T74.11</td>
<td>T75.33</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Craft</th>
<th>Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>01/03/12</td>
</tr>
<tr>
<td>W45.93</td>
<td>W0.00</td>
</tr>
<tr>
<td>B29.75</td>
<td>B0.00</td>
</tr>
<tr>
<td>T75.68</td>
<td>T76.93</td>
</tr>
</tbody>
</table>

Expiration Date: 06/30/2013

Craft: Tile Setter - Mosaic & Terrazzo  

APPRENTICE RATE SCHEDULE

<table>
<thead>
<tr>
<th>INTERVAL</th>
<th>PERIOD AND RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>750 Hours</td>
<td>50% 55% 65% 70% 75% 85% 90% 95%</td>
</tr>
</tbody>
</table>

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo  

COMMENTS/NOTES

The regular workday consists of 7 hours, between 8:00 AM and 3:30 PM.

OVERTIME:
- Hours in excess of 7 per day, or before or after the regular workday, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Monday after Easter, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and the day after, Christmas Day. Sunday holidays observed the following Monday.
Craft: Truck Driver

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bucket, Utility, Delivery trucks</td>
<td>W31.85</td>
</tr>
<tr>
<td>Pick-up, Fuel</td>
<td>B27.48</td>
</tr>
<tr>
<td>Dump Truck, Asphalt Distributor, Tack Spreader</td>
<td>W31.85</td>
</tr>
<tr>
<td>Euclid-type vehicles (large, off-road equipment)</td>
<td>W32.00</td>
</tr>
<tr>
<td>Helper on Asphalt Distributor</td>
<td>W31.85</td>
</tr>
<tr>
<td>Slurry Seal, Vacuum or Vac-All trucks</td>
<td>W31.85</td>
</tr>
<tr>
<td>Straight 3-axle truck</td>
<td>W31.90</td>
</tr>
<tr>
<td>Tractor Trailer (all types)</td>
<td>W32.00</td>
</tr>
<tr>
<td>Winch Trailer</td>
<td>W32.10</td>
</tr>
</tbody>
</table>

Expiration Date: 04/30/2012

Craft: Truck Driver

BLENDDED RATE:
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate" which shall be 80% of the above-listed wage rates, plus the full benefit rate. This rate shall be used when the driver "round robins" for a minimum of 6 hours during the work day.

HAZARDOUS WASTE REMOVAL:
- On hazardous waste removal work on a State designated hazardous waste site where the driver is in direct contact with hazardous materials and when personal protective equipment is required for respiratory, skin, and eye protection, the driver shall receive an additional $3.00 per hour (with or without protective gear).
- A hazardous waste related certified worker at a designated hazardous waste site who is not working in a zone requiring level A, B or C personal protection shall receive an additional $1.00 per hour.

TRUCK FOREMAN: $.75 cents per hour above regular rate. Overtime shall be increased accordingly.

The regular workday shall be 8 hours, starting between 6:00 AM and 8:00 AM.
SHIFT DIFFERENTIALS:
- Shifts starting at 4:00 PM (2nd Shift): + $2.25 per hour.
- Shifts starting at 12:00 AM (midnight/3rd Shift): time and one-half the hourly rate.
- Shifts starting at a time other than from 6:00 AM to 8:00 AM, when such hours are mandated by the project owner: + $2.25 per hour.

OVERTIME:
- Hours in excess of 8 per day, or before or after the regular workday, Monday through Friday, that are not shift work, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays and holidays shall be paid at double the hourly rate.
- Employees may work four 10-hour days at straight time, Monday through Thursday, with Friday used as a make-up day for a lost day. If Friday is not a make-up day, then all hours on Friday shall be paid at time and one-half the hourly rate.

RECOGNIZED HOLIDAYS: New Year’s Day, Presidents’ Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans’ Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans’ Day.
Craft: Truck Driver-Material Delivery Driver

<table>
<thead>
<tr>
<th>Date</th>
<th>PREVAILING WAGE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/01/12</td>
<td></td>
</tr>
</tbody>
</table>
| Driver | W24.15                
|        | B10.22                
|        | T34.37                |
| New Hires (1 year) | W22.03                
|        | B9.07                 
|        | T31.10                |

Expiration Date: 05/01/2013

Craft: Truck Driver-Material Delivery Driver

BLENDED RATE:
When a truck driver is performing work on the site and also serving as a material delivery driver, the driver shall be paid a "blended rate". See the "Truck Driver" craft for the blended rates.

The regular workday is 8 hours, starting between 5:00 AM and 8:00 AM.

SHIFT DIFFERENTIAL:
For shifts beginning between 4:00 PM and 10:00 PM, drivers shall receive an additional $0.50 per hour.

OVERTIME:
Hours in excess of 8 per day, or before of after the regular workday that are not shift work, Monday through Friday, and all hours on Saturdays shall be paid at time and one-half the hourly rate. All hours on Sundays shall be paid at two and one-half times the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year’s Day, President’s Day, Memorial Day (Decoration Day), July 4th, Labor Day, Presidential Election Day, Veterans’ Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veterans’ Day.
NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION

County - BERGEN

Craft:  Welder  PREVAILING WAGE RATE

Welder

Expiration Date:

Craft:  Welder  COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental.
THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Please be advised of legislation recently signed into law that will effect public advertisement for bids, solicitation of quotations and the award of certain public contracts, P.L. 1999, c. 238. “THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT” will become effective on April 11, 2000.

Contractors performing covered public work on the effective date must apply for registration within 30 days. Contractors not performing public work on the effective date of the Act must apply for registration before bidding on a public works contract. A copy of the completed and submitted registration application will establish eligibility for award for a period of 30 days.

For purposes of “THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT,” “Public Works”, is defined as “the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that for purposes of the Act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution.

It is important to note that, any work subject to the New Jersey Prevailing Wage Act, (N.J.S.A. 34:11-56.25 et. Seq.), requires compliance with that Act as regards the payment of prevailing wage rates, postings, and completion and submission of certified payrolls, etc.

To avoid potential contract delays and completion extensions, it is suggested public body contracting units and their agents begin to include contractor registration language in advertisements for bids and solicitations for quotations. Evidence of contractor registration should be added to the list of requirements included in future bid specifications and confirmation of registration made on contracts awarded on and after April 11, 2000.

Registration Application Forms and copies of THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT may be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: (609) 292-9464
Fax: (609) 633-8591
I. INSTRUCTIONS TO BIDDERS

IB1 Bid Proposals

IB1.1 Sealed proposals for the work described herein must be received and time-stamped at the College. The closing date and time for bids will be stated in the advertised Notice to Bidders. Bidders are cautioned that reliance on the U.S. Mails for timely delivery of proposals is at the Bidders risk. Failure by the Contractor to have sealed proposals reach the College by the prescribed time will result in a return of the submission unopened and unread.

IB1.2 Bids will be received for Single Lump Sum which includes, but not limited to, demolition, plumbing, mechanical, electrical, and environmental abatement as defined in the contract documents.

IB1.3 The Contracting Officer reserves the right to deny award to any Bidder who is not clearly responsible, based upon experience, past performance, and financial capability to perform the work required hereunder, or other material factors.

IB1.4 Bid proposals based upon the Plans, Specifications, General, Special and Supplementary Conditions and Addenda, shall be deemed as having been made by the Contractor with full knowledge of the conditions therein. Bidders are required to visit the site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the Contract is to be executed including those reasonably observable conditions of the premises which would hinder, delay, or otherwise affect the performance of the Contractor required under the terms of the Contract. The College will not allow claims for additional costs as a result of the Contractor's failure to become aware of the reasonably observable conditions affecting his required performance. The bidder is required to make appropriate allowances in the preparation of his Bid for the accommodation of such conditions. Bidders must warrant in the Bid Documents that the Bidder is familiar with conditions existing at the site at the time the Bid is submitted.

IB1.5 Bid proposals shall be submitted on the standard form provided by the College, enclosed in a sealed envelope. The name and address of the Bidder must be indicated on the envelope, as well as indication of the College Project Number, project location and other appropriate identification.

IB1.6 All amounts in the Bid Documents shall be stated in both words and numerical figures only. In case of discrepancy between the words and numerical figures, the words shall govern.

IB1.7 The Bidder must include in the bid envelope:

1. Bid Cover Sheet
2. Proposal Form
3. Affidavit of Non-Collusion
4. Stockholder Discloser
5. Bid Security
6. Agreement of Surety
7. NJ Business Registration Certificate
8. NJ Public Works Registration Certificate

IB1.8 Proposals shall remain open for acceptance and may not be withdrawn for a period of sixty (60) days after Bid Opening Date.

IB1.9 Proposals not submitted and filed in accordance with instructions contained herein and in the Notice
to Bidders will be considered informal and rejected as non-responsive.

**IB1.10**  The Bidder shall make no additional stipulations in the Bid Proposal nor qualify his bid in any manner. Such qualification may result in the bid proposal being considered non-responsive.

**IB2  Appeal procedure**

**IB2.1**  The College shall provide to all qualified bidders a copy of a “Notice of Intent to Award a Contract” within sixty (60) days of a bid opening. Any bidder that wishes to protest the notice of award shall have three (3) business days from the date of receipt of said notification to file an appeal in writing.

**IB2.2**  A bidder’s notice of appeal shall set forth with particularity that such is an appeal and the reasons upon which the bidder takes issue with the contemplated award to the apparent lowest responsible bidder, attaching all documentation as appropriate.

**IB2.3**  A panel will conduct a hearing within five (5) working days of the College’s receipt of the appeal. A written decision will be rendered within seven (7) working days of the hearing set forth in this paragraph.

**IB2.4**  The hearing will be conducted by a panel of three (3) College employees. Those members shall be: the Director of Facilities, the Director of Purchasing and the Contracting Officer or their designees. If any of the specifically enumerated employees are unavailable, another College employee shall be designated to hear the matter. The panel shall render a decision in the matter.

**IB2.5**  The Contracting Officer shall preside at the hearing and shall vote. A determination of the panel shall be by a majority vote.

**IB2.6**  The hearing shall be open to all bidders on the project. The bidder filing the appeal has the right to present witnesses and documents. The Contracting Officer may limit the number of witnesses to be heard. The panel may direct questions to the witnesses called by the appealing bidder or other project bidders present at the hearing if the panel deems necessary.

**IB2.7**  Picture taking, filming or tape recording of the hearing, are prohibited.

**IB2.8**  Attorneys may be present to assist and advise; However, not to offer testimony, question witnesses, make statements, or speak. Furthermore, attorneys may not interfere with the hearing.

**IB2.9**  The College reserves the right to waive any immaterial defects in the bid or the bidding process.

**IB2.10**  The decision of the panel is a final College decision.

**IB2.11**  All appeals from the decision of the panel shall be appealable to the Appellate Division pursuant to N.J.S.A. 18A:3B-6(f).

**IB3  Bid Modification**

**IB3.1**  A bidder may modify his bid proposal by telegram or letter at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the College prior to such closing time. A written confirmation of any Telegraphic Modification signed by the Bidder must have been mailed and time-stamped by the Post Office prior to specified closing time. Such confirmation shall be accompanied by a newly executed affidavit of
non-collusion.

IB3.2   Telegraphic communications shall not reveal the basic Bid Price but only shall provide the amount to be added, subtracted or modified so that the final prices or terms will not be revealed until the sealed Proposal is opened. If written confirmation of the Telegraphic Modification is not received within two (2) working days after the scheduled closing time, no consideration will be given to the Telegraphic Modification.

IB3.3   Bids may be withdrawn upon written request received from Bidders prior to the time fixed for the Bid Opening. Right for withdrawal of a bid is lost after a bid has been opened. If any error has been made in the bid amount, request for the relief from the bid may be made in writing to the Contracting Officer. The written request shall be signed by an authorized corporate officer. A determination of whether the Bidder will be released shall be at the sole discretion of the Contracting Officer, who shall issue his finding within five (5) days of his receipt of all pertinent information relating to such request for relief.

IB4   Consideration of Bids

IB4.1   Award of Contracts or Rejection of Bids:

a. Contracts will be awarded to the lowest responsible Bidder. The awards will be made, or the bids rejected, within sixty (60) days from the date of the opening of the bids.

b. All bid deposits of unsuccessful Bidders (except the lowest three (3) Bidders) will be returned or refunded within five (5) days of the bid opening.

c. The bid security deposits of the successful Bidder and the next two (2) lowest bidders will be retained by the College until the execution and delivery of a formal Contract and Performance and Payment Bonds by the low Bidder. At such time bid deposits of the other two (2) low Bidders will be returned.

d. The College reserves the right to award the Contract upon the basis of a single bid for the entire work. Alternates will be accepted or rejected in numerical sequence as cited in the Bid Documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The College may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence from the first to the last.

e. The Contracting Officer reserves the right to waive in his sole discretion any bid requirements when such waiver is in the best interests of the College and where such waiver is permitted by law.

f. The Contracting Officer reserves the right to reject any and all bids when such rejection is in the best interests of the College. The Contracting Officer also may reject the bid of any Bidder who, in his judgment, is not responsible or capable of performing the Contract based on financial
capability, past performance, or experience. A bidder whose bid is so rejected may request a hearing before the Contracting Officer by filing a written notice.

IB4.2 The Bidder to whom the Contract is awarded shall execute and deliver the requisite Contract Documents including payment and performance bonds within the time specified. Upon his failure or refusal to comply in the manner and within the time specified, the Contracting Officer may either award the Contract to the next low responsible Bidder or re-advertise for new proposals. In either case, the Contracting Officer may hold the defaulting Bidder and his Surety liable for the difference between the applicable sums quoted by the defaulting Bidder and that sum which the College may be obligated to pay to the Contractor who undertakes to perform and complete the work of the defaulting Bidder.

IB5 Awards

IB5.1 In executing a contract, a successful bidder agrees to perform his work in a good and workmanlike manner to the reasonable satisfaction of the Contracting Officer and to complete all work within the contract duration as defined in the contract documents.

IB5.2 Successful Bidders will be notified of the time and place for the signing of Contracts. Key requirements in the conduct of the Contract, including, but not limited to, the number of days for performance of the Contract, manner and schedule of payments and other administrative details will be reviewed at the award meeting. The time and place of the first job meeting also will be announced.

IB5.3 Should submission of unit prices be required for specified items of work in Bid Proposals, they will be considered in the evaluation of bids and shall be subject to negotiation prior to contract award.

IB6 Qualification of Bidders

IB6.1 If the successful Bidder is a corporation, not organized under the laws of the State of New Jersey, or is not authorized to do business in this State, the Award of the Contract shall be conditioned upon the prompt filing by the said corporation of a Certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made within the Department of State. No Award of Contract will be made until the Department of State confirms this authorization.

IB6.2 The College reserves the right to reject a Bidder at any time prior to the signing of a Contract if information or data is obtained which, in the opinion of the Contracting Officer, adversely affects the responsibility and/or the capability of the Bidder to undertake and to complete the work regardless of the Bidder's previous qualification or classification. The College may conduct any investigation as it deems necessary to determine the Bidder's responsibility and capacity and the Bidder shall furnish all information and data for this purpose as the College may request.

IB7 Deposit and Bid Bond

IB7.1 Each proposal shall be accompanied by a Bid bond or by a Certified Check, made payable to the College equal to ten percent (10%) of the total amount of the proposal, as an evidence of good faith, which guarantees that if the proposal submitted by the Bidder is accepted, the bidder will enter into the Contract and furnish the required Contract Documents and Surety Bonds. If a Bid Bond is submitted, it shall also provide that the Surety issuing the Bid Bond be bound to issue the required Payment and Performance Bonds, if the Bidder is awarded the Contract. If the Bidder whose proposal is accepted is unable to provide the Performance and Payment Bonds or fails to execute a
Contract, then such Bidder and the Bid Bond Surety shall be obligated to pay to the College the difference between the amount of the bid and the amount which the College contracts to pay another party to perform the work. The College reserves the right to retain any Certified Check deposited hereunder as reimbursement for the difference as aforesaid, and shall return any unrequired balance to the Bidder. Should there be a deficiency in excess of the bid deposit, the Bidder and the Surety shall pay the entire amount of the College's difference in cost upon demand. Nothing contained herein shall be construed as a waiver of any other legal remedies the College may have by reason of a default or breach by the Contractor. Certified Checks or Bonds submitted by unsuccessful Bidders will be returned after the Contract has been executed. Contractors electing to furnish a Bid Bond must include Consent of Surety, both in form acceptable to the College.

IB7.2 Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file a certified Power-of-Attorney with the College indicating the effective date of that power.

IB8 Performance-Payment Bond

IB8.1 The successful Bidder shall furnish within ten (10) calendar days after notice of award a Performance Bond in statutory form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance of this Contract and also a Payment Bond in statutory form in amount equal to one hundred percent (100%) of the Contract Price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with the law. No Contract shall be executed unless and until each Bond is submitted to and approved by the College and the Surety must be presently authorized to do business in the State of New Jersey.

IB8.2 The cost of Bonds shall be paid for by the respective Contractors.

IB8.3 If at any time the College, for justifiable cause, is dissatisfied with any Surety or Sureties who have issued, or propose to issue, the Performance or Payment Bonds, the Contractor shall, within ten (10) days after notice from the College to do so, substitute an acceptable Bond (or Bonds) in such form and sum and executed by such other Surety or Sureties as may be satisfactory to the College. The premiums of such Bond shall be paid by the Contractor. No Contract shall be executed and/or no Payment made under a Contract until the new Surety or Sureties shall have furnished such an acceptance Bond to the College.

IB8.4 Bonds must be legally effective as of the date the contract is signed. Bonds must indicate Contractors' names exactly as they appear on the Contract. Current Attorney-in-Fact instruments and financial statement of the Surety must be included with Bond. Bonds must be executed by an authorized Officer of the Surety. Bonds furnished under this article shall conform in all respects to the requirement and language of N.J.S.A. 2A:44-143 to 147.

IB9 Addenda and Interpretations

IB9.1 No interpretation of the meaning of the Plans, Specifications or other Bid Documents will be provided to any Bidder during the bid period due to the bid duration.

IB10 Assignments

IB10.1 The Contractor shall not assign the whole or any part of this Contract without written consent of the College. Money due or to become due the Contractor hereunder shall not be assigned for any purposes whatsoever.
IB11  Federal Excise Taxes and State Sales Tax

IB11.1  In general, Bidders, in preparing their Bids, must take into consideration applicable Federal and State Tax Laws.

IB11.2  Under Chapter 32 of the Internal Revenue Code, an exemption certificate must be on file with the Contracting Officer of the Division of Purchase and Property (Number 22-75-005).

IB11.3  Materials, supplies, or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all College-owned property are exempt from the State Sales Tax.

IB11.4  Bidders must make their own determinations as to the current status and applicability of any Tax Laws and the Contractor may make no claim based upon any error or misunderstanding as to the applicability of any Tax Laws.

IB11.5  Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

IB12  Product “Or Equal” Approval

IB12.1  Should any Bidder wish to propose a product from a manufacturer that is not listed in the product specification section in order to receive competitive price, the Bidder shall submit a request for approval of an “Or Equal” form to the Construction Manager for review by the Architect. Approvals and/or rejections of the proposed products will be published in Addendums during the bidding process.

IB12.2  If such request for approval is not given before the 7th business day from the bid opening date, it shall be assumed that the Bidder has included the cost of such specified product manufacturers in the bid proposal. No “Or Equal” submissions will be accepted after bids are received under any circumstances.

IB13  Offer of Gratuities

IB13.1  Chapter 48 of the laws of 1954 makes it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. It is the policy of the College to treat the offer of any gift or gratuity by any company, its officers, or employees, to any person employed by Ramapo College as grounds for debarment or suspension of such company from bidding on and providing work or materials on College contracts.
Ramapo College of New Jersey

G-Wing Interior Demolition of 3rd and 4th Floors

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ARTICLE I

CONTRACT DOCUMENTS

1.1 Definitions

1.1.1 "Architect" or "Engineer" means the Architect or the Engineer (A/E) engaged by the College to act as an authorized representative of the Contracting Officer in regards to designing, supervising the construction of the referenced project and will provide general administration services as described in the A/E Agreement with the College.

1.1.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provided complete in place", that is "furnished and installed".

1.1.3 Bulletin or Addendum: "Addenda" are documents issued by the College prior to opening of bids which supplements, revises or modifies the solicitation documents furnished for bidding purposes. "Bulletins" are documents, issued by the College after the opening of bids which supplements, revises or modifies the construction documents.

1.1.4 Change Order Request: A request for equitable adjustment made by the Contractor in response to written direction by the Contracting Officer pursuant to Article 14 "Changes to Contract."

1.1.5 Claims: Differences between the College and the Contractor concerning extra work, alleged errors or omissions in the specifications or drawings, unreasonable delays, damages to work, informal suspensions or interferences by College Personnel and like matters.

1.1.6 College: Ramapo College of New Jersey.

1.1.7 Construction Manager / Construction Management Firm: One who acts as the College’s authorized representative, without assuming any of the Architect/Engineer’s contractual, statutory, or customary obligations, and will provide general administration and construction management services as described in the Construction Management Agreement with the College.

1.1.8 "Contract Documents" means this contract, together with any plans, drawings, specifications or other documents which are attached hereto or incorporated herein by reference, together with any such plans, drawings, specifications, schedules, or other documents which may be produced pursuant to this contract or derived therefrom and which are intended to bind the Contractor hereunder.

1.1.9 Contract Limit Lines: refers to those lines shown on the Drawings which limit the boundaries of the Project and beyond which no construction Work or activities shall be performed by the Contractor unless otherwise noted on the Drawings or Specifications.

1.1.10 Contract Line Item Number (CLIN): A specifically described unit of work for which a price is provided in the contract.

1.1.11 "Contractor" means the person or persons, partnership, or corporation named as Contractor in this contract, operating, as an independent contractor and not as an agent of the State in the performance of its functions. Whether referred to as "Contractor", "Prime Contractor", "Prime", "Separate Contractor", or Single Contractor, it shall be understood to mean Contractor. It does not include suppliers or materialmen.

1.1.12 Contracting Officer means the individual authorized, as an officer of the College, to administer the design, engineering and construction of all College Buildings and facilities. He is the Procuring Contracting Officer.
representing the College personally or through authorized representatives in all relationships with Contractors, Consultants and Architect/Engineers. This includes a duly appointed successor or an authorized Administrative Contracting Officer (ACO) acting within the limits of its authority.

The Contracting officer is the interpreter of the Conditions of the Contract and the judge of its performance. He shall not take arbitrary positions benefitting either the College or the Contractor, but shall use its powers under the Contract to enforce its faithful performance by both.

1.1.13 Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the contracting officer is intended; and similarly the words "approved", "acceptable", "satisfactory" or words of like import shall mean "approved by", "acceptable to", or "satisfactory to" the contracting officer unless otherwise expressly stated.

1.1.14 **DPMC**: The "DPMC" is the acronym for the Division of Property Management and Construction, Department of Treasury, State of New Jersey.

1.1.15 **General Construction Contractor**: The General Construction Contractor means either the Contractor for General Construction whenever separate prime contractors are involved in a project or the sole Contractor if there are no other prime contractors involved.

1.1.16 **"Notice"** is a written directive or communication served on the Contractor to act or perform work or carry out some other contractual obligation. It shall be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes delivery by courier or registered or certified mail or telegram to the business address cited in the Contract Documents.

1.1.17 **"Plans"** means any drawings or reproductions thereof pertaining to the details of the work contemplated by this contract.

1.1.18 **"Project"** is a general term for identification of the total Contract. It includes the Work and all administrative aspects required to fully satisfy the Contract requirements.

1.1.19 **RCNJ's Project Manager**: A qualified individual authorized by the Contracting Officer to assist in the administration of a specific construction contract.

1.1.20 **Contractor's Project Manager**: A qualified individual authorized by the Contractor to assist in the administration of a specific construction contract.

1.1.21 **Public Contract**: Any contract or agreement entered into by the State of New Jersey or any instrumentality of the State to purchase goods, services, or both.

1.1.22 The terms "Site", "Construction Site" or "Project Site" refer to the geographical area of the entire college campus at which the Work under the Contract is to be performed.

1.1.23 **Specifications** means all written agreements, instructions or other documents in or pursuant to this contract pertaining to the method of performing the work and the results to be obtained.

1.1.24 The words "State", or "Agency of the State" as are used herein mean the State of New Jersey.

1.1.25 **"Subcontractor"** means the person or persons, partnership, or corporation who enters into a contract with the Contractor for the performance of work under this contract, or the subcontractors of any tier of such individual or corporation.

1.1.26 **Substantial Completion**: The date the building or facility is operational or capable of serving its RCNJ Project No.: 12-240.6C
intended use even though all permanent installations are not in place. The determination as to the date of substantial completion shall be made pursuant to Article 10.4 of the General Conditions.

1.1.27 “Systems Assurance” shall mean the totality of all quality control and assurance requirements specified in the contract documents.

1.1.28 "Unit Schedule Breakdown" comprises a detailed list of the work activities required for project construction, other elements associated with fulfilling the requirements of the Contract (bonds, insurance, etc.), major items of material or equipment and the prices associated therewith.

1.1.29 The term "Work" as used herein comprises all construction efforts required by the Contract Documents and includes all supervision, labor, material and equipment necessary to complete such construction.

1.2 Intent of the Contract

1.2.1 The Drawings and Specifications of the Contract are intended to require the Contractor to provide for everything reasonably necessary to accomplish the proper and complete finishing of the work. All Work and Materials included in the Specifications and not shown on the Drawings, or shown on the Drawings and not in the Specifications, shall be performed by the Contractor as if described in both. Any incidental material, and/or work not specified in the Drawings and/or the Specifications which is, nevertheless, necessary for the true development thereof and reasonably inferable therefrom, the Contractor shall understand the same to be implied and required, and he shall perform all such Work and furnish all such materials as if particularly delineated or described therein at no additional cost to the College. Should there be an obvious error or omission in the Drawings or Specifications, it shall be the Contractor's responsibility to complete the Work as reasonably required at no additional cost to the College, consistent with the intent of such Drawings and Specifications as may be interpreted by the Contracting Officer or authorized representative.

1.2.2 Each Contractor shall abide by and comply with the true intent and meaning of the Drawings, the Specifications and other Contract Documents as a whole, and shall not avail himself of any unintentional error or omission, should any exist. Should any error, omission or discrepancy appear, or should any doubt exist, or any dispute arise as to the true intent and meaning of the Drawings, the Specifications or other Contract Documents, or should any portion thereof be obscure, or capable of more than one interpretation, the Contractor shall immediately notify the Contracting Officer and seek correction or interpretation thereof prior to commencement of affected Work. The Contracting Officer or authorized representative shall issue its written Interpretation with reasonable promptness. However, the Contractor shall make no claim against the College for expenses incurred or damages sustained on account of any error, discrepancy, omission or conflict in the Contract Documents.

1.2.3 Each and every provision required by law to be inserted in the Contract Documents shall be deemed to have been inserted therein. If any such provision has been omitted or has not been correctly inserted, then upon application of either party, the Contract shall be physically amended to provide for such insertion or correction.

1.2.4 The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not be construed by the Contractor as being intended to divide or allocate the Work among Subcontractors in any manner or to establish the extent of the work to be performed by any trade. The Contractor is solely responsible for allocation of the contracted work to each Subcontractor regardless if a trade designation is made in the Contract Documents.

1.2.5 The Contracting Officer will furnish to the Contractor one electronic copy of the Contract Documents.

1.2.6 The Contractor shall do no Work without proper Drawings and instructions unless authorization to proceed from the Contracting Officer or an authorized representative is received by the Contractor, in writing.

1.2.7 All Drawings referred to, together with such supplementary details as may be furnished and
approved from time to time as the Work progresses, are understood as being included as part of the Contract to which they relate.

1.2.8 The sequence of precedence pertaining to interpretation of Contract Documents is as follows:

a. Executed Contract  
b. Addenda/Bulletin/Insurance  
c. General Conditions  
d. Specifications  
e. Drawings, in following order of precedence:
   (1) Notes on Drawings  
   (2) Large scale details  
   (3) Figured dimensions  
   (4) Scaled dimensions  

Where there may be a conflict in the Specifications or Drawings not resolvable by application of the provisions of this paragraph, then the more expensive labor, materials, or equipment shall be assumed to be required and shall be provided by the Contractor.

1.2.9 Where certain of the work is shown in complete detail, but not repeated in similar detail in other areas of the Drawings, or there is an indication of continuation, the remainder being only shown in outline, the work shown in detail shall be understood to be required in other like portions of the project at no additional cost to the College.

1.2.10 The Contractor shall not, at any time after the execution of its Contract, make any claims whatsoever based upon insufficient data or its incorrectly assumed conditions, nor shall he claim any misunderstandings with regard to the nature, conditions or character of the work to be done under the Contract and he shall assume all risks resulting from any changes in conditions not under the control of the College which may occur during the progress of the Work.

1.2.11 On all Work involving alterations, remodeling, repairs or installation within existing buildings, it shall be the responsibility of the Contractor by personal inspection of the existing building, facility, plant or utility system, to satisfy himself as to the accuracy of any information given which may affect the quantity, size and/or quality of materials required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or included in the Specifications. All contracts shall include the cost of all material and labor required to complete the work based on reasonably observable conditions.
ARTICLE 2

CONTRACTING OFFICER

2.1 Contracting Officer's Right to Stop the Work

2.1.1 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Contracting Officer or its authorized representative may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. Stoppage of the Work shall not render the College liable for claims of any kinds.

2.2 Contracting Officer's Right to Carry Out the Work

2.2.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-calendar day period after receipt of written notice from the Contracting Officer or its authorized representatives to commence and continue correction of such default or neglect with diligence and promptness, the Contracting Officer may, without prejudice to other remedies the Contracting Officer may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including College’s expenses and compensation for the Construction Manager’s and Architect’s and their respective consultants’ additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the College. Should work be performed by the Contracting Officer under this article, the Contractor will have no cause to void any guarantee on materials or systems installed under this Contract.

2.3 Contracting Officer's Right to Terminate

2.3.1 If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of its creditors, if a receiver is appointed on account of its insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials so as to avoid or eliminate delays in the orderly progress of the Work in accordance with the approved schedule, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if he or any of its Subcontractors is guilty of a substantial violation of a provision of the Contract Documents, or otherwise defaults or neglects to carry out the Work in accordance with the Contract Documents, then the Contracting Officer may, without prejudice to any right or remedy, and after giving the Contractor and its Surety three (3) working days written notice to forthwith commence and continue correction of such default or neglect with diligence and promptness, terminate the employment of the Contractor by the issuance of a written notice to that effect to the Contractor and its Surety at any time subsequent to three (3) working days thereafter, should they, or either of them, fail to comply with the demands of the original three (3) day notice, above mentioned.

2.3.2 Upon such termination the Contracting Officer may take possession of the site and of all the materials, equipment, and tools on the site, and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. The person or firm designated to carry out such work will be paid as authorized by the Contracting Officer, without entailing any personal liability upon the officers of the College issuing certificates or making such payment.

2.3.3 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including Liquidated Damages for delays and all consequential damages sustained by the College flowing from such breach of Contract, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and/or its Surety shall pay the difference to the College, and this obligation shall survive the termination of the Contract.

2.3.4 If, within three (3) working days following receipt of Notice of Termination by the Contractor's Surety, the issuer of the Performance and Payment Bonds, the said Surety exercises its right to take over the Work and
expeditiously commences to prosecute the same to completion, the Contracting Officer shall permit him to do so under the following terms and conditions:

a. Evidence of the Surety's intention to take over and complete the Contract shall be in writing over the signature of an authorized representative and served upon the Contracting Officer within three (3) days after receipt by the Surety of Notice of Termination.

b. The execution of a written Agreement between the College, by the Contracting Officer, and the Surety whereby the latter undertakes and assumes the obligation to complete the balance of the Work of its defaulting Contractor in accordance with the terms and conditions of the College Contractor Agreement, to be performed by a substituted Contractor satisfactory to the Contracting Officer, at the Surety's sole cost and expense, and providing for payments to the Surety or to the Substituted Contractor of unpaid Contract balances, if any, then in hands of the College.

c. The said Agreement shall also expressly provide that the Surety shall not be relieved thereby from any of its obligations under the Performance and Payment Bonds and that it furnish the College with an additional Performance and Payment Bond to secure the faithful performance of the Substituted Contractor.

d. That all current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project be paid without delay, subject to allowance of a reasonable time within which to verify such claims by the Surety; and

e. That the parties expressly understand and agree that this Agreement is without prejudice and is subject to such rights and remedies as either party (including the Contractor) may elect to assert after final completion and acceptance of the Work.

2.4 Review of Contractor Claims and Disputes

2.4.1 Upon presentation by the Contractor of a request in writing, the Contracting Officer may review any decision or determination of the College or any authorized representative as to any claim, dispute or any other matter or question relating to the execution or progress of the Work or the interpretation of the Contract documents. Consistent with the intent of this contract, the Contracting Officer may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted, the Contractor shall be afforded the opportunity to be heard on the matter in question. Following review of the Contractor's request, the College and the Contractor may settle or resolve the disputed matter, provided however that any such settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

2.5 College Representation

2.5.1 The College will be represented by a Construction Manager and its staff or other designated representative. The Construction Manager or other designated representative will routinely conduct on-site observations, maintain logs of construction progress and problems encountered; approve Contractor's requisition for payments subject to final approval by the Contracting Officer; conduct job meetings; carry out liaison with the Architect/Engineer and the Contractor; prepare and submit reports on special problems associated with the job; evaluate and process Change Order Requests, and generally remain fully cognizant and be kept informed by the RCNJ Project No.: 12-240.6C
Contractor of every aspect of ongoing construction. The College's representatives, including the Construction Manager and its staff, have only those duties which are required of an College; responsibility for completion of this project, pursuant to the Contract Documents, remains with the Contractor.

2.6 Ownership and Use of Documents

2.6.1 All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are and shall remain the property of the College. They are reserved to this Project only and are not to be used on any other Project. Submission or distribution of Documents to meet official regulatory requirements, or for any other purposes in connection with the Project shall not be construed as derogation of the Architect/Engineer's copyright or other reserved rights.
ARTICLE 3
CONSTRUCTION MANAGER AND ARCHITECT / ENGINEER

3.1 Construction Manager and Architect / Engineer

3.1.1 The College may engage a Construction Management firm (Construction Manager) to act as the College’s authorized representative, without assuming any of the Architect/Engineer’s contractual, statutory, or customary obligations. The Construction Manager will provide general administration and construction management services for the project; and act as a liaison between the College, the Architect/Engineer, and the Contractor.

The Construction Management Firm is responsible for providing construction management services, as described in the Construction Management Agreement, for all contracts entered into by the College, including those relative to the construction and monitoring of the CPM Scheduling of the Project and all of its parts. The Construction Management Firm shall become fully familiar with the contractual obligations of all entities doing work on the Project and all relevant Project documentation, including the design documents prepared by the Architect/Engineer, in order to confirm that the Contractor completes the Project in accordance with its contractual obligations and the College’s objectives for cost, time, and quality.

3.1.2 When the College provides a Construction Manager, the role of the Architect/Engineer is that of Consultant to the College and will provide general administration services for the project.

3.1.3 When the College does not provide a Construction Manager, the role of the Architect/Engineer is to provide general administration and construction management services for the project.

3.2 Administration of the Contract

3.2.1 The Architect/Engineer and the Construction Manager will provide administration of the Contract, as hereinafter described.

3.2.2 The Construction Manager and the Architect/Engineer will monitor the execution and progress of the Work and will immediately notify the College of any related problems. The Architect/Engineer and the Construction Manager will at all times be provided access to the Work. The Contractor shall provide facilities for such access so as to enable the Construction Manager and the Architect/Engineer to perform their functions under the Contract Documents.

3.2.3 The Construction Manager and/or the Architect/Engineer will not be responsible for, nor will they have control or charge of, construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The Construction Manager and/or the Architect/Engineer will not be responsible for, nor have control or charge over, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work, but shall have the obligation to immediately inform the Contracting Officer of any inadequate performance on the project.

3.2.4 The Construction Manager, after consultation with the Architect/Engineer, will recommend the rejection of Work which he believes does not conform to the Contract Documents. Whenever, in its opinion, he considers it necessary or advisable, he may request the Contracting Officer to provide special inspection or testing of the Work, whether or not such Work has been fabricated, installed or completed.

3.2.5 The Construction Manager shall record, track, and if required, set procedures for the processing of Contractor submittals. The Architect/Engineer, will review, approve or take other appropriate action relating to the submittals.
Contractor's submittals, such as Shop Drawings, Product Data and Samples, to assure conformance with the design requirements and the Plans and Specifications of the Work. Such actions shall be taken with reasonable promptness. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.2.6 Both the Architect/Engineer and the Construction Manager will periodically review the Contractor's as built drawings to insure that these are current.

3.3 Substantial and Final Completion Inspections

3.3.1 The Construction Manager and the Architect/Engineer will conduct inspections, accompanied by the Contractor and Contracting Officer's authorized representatives, to determine the dates of Substantial and Final Completion, will receive and forward to the Contracting Officer for its review, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will approve the issuance of a Certificate of Final Completion.
ARTICLE 4

THE CONTRACTOR

4.1 Review of Contract

4.1.1 The Contractor has the duty and warrants and represents that he has thoroughly examined and is familiar with all the Contract Documents, including but not limited to, the complete set of Drawings and Specifications of the entire project; that he has carefully examined the site and that from its own investigations he has satisfied himself as to the nature and location of the Work, the current local equipment labor and material conditions, and all matters which may in any way affect the Work or its performance. The Contractor is responsible to check and verify reasonably observable conditions outside the Contract Limit Lines to determine whether any conflict exists with the work he is required to perform under the Contract. This includes a check on elevations, utility connections and other site data. As a result of such examination and investigation, the Contractor warrants and represents that he fully understands the intent and purposes of the Contract Documents and its obligations there under and that he accepts responsibility for and is prepared to execute and fulfill completely, by its construction work, the intent of the Contract, without exception and without reservation, at the price and within the timeframe specified in the Contract.

4.1.2 The Contractor shall carefully study and compare the Contract Documents during the progress of the Work and shall immediately report any error, inconsistency or omission to the Construction Manager upon discovery and shall do no work thereafter which may be affected by such error until the College has had the opportunity to respond and clarify the work it wants performed in view of this information. Wherever any error, inconsistency or omission appears, it shall be disposed of pursuant to appropriate procedures set forth elsewhere herein.

4.1.3 Unless otherwise ordered in writing by the Contracting Officer, the Contractor shall perform no portion of the Work without approved Change Orders, approved Shop Drawings or Samples for such portions of the Work, or other approvals as may be applicable and required by the Contract Documents.

4.1.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, material, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether or not incorporated or to be incorporated in the Work.

4.1.5 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.

4.1.6 The Contractor shall be obligated to pay the prevailing wage rates as required by the State of New Jersey. He shall abide by the requirements of the State's Affirmative Action Program. He also shall be responsible to insure that all principles of Safety are carried out as further described in Article 12 herein.

4.2 New Jersey Prevailing Wage Act

4.2.1 Each Contractor or any Subcontractor shall comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, and all amendments thereto as this Act is hereby made a part of every Contract entered into on behalf of the College except those contracts which are not within the contemplation of the Act. Provisions of the Act include:

   a. All workmen employed in the performances of every Contract in which the Contract Sum is in excess of $2,000 and Work to which the College is a party, shall be paid not less than the Prevailing Wage Rate as designed by the Commissioner of Labor and Industry or its duly authorized representative.
(1) Each Contractor and Subcontractor performing public work for the College who is subject to the provisions of the Prevailing Wage Act, shall post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

(2) The Contractor's signature on the proposal is its guarantee that neither it, nor any Subcontractor, is currently listed by, or on record with, the Commissioner as one who has failed to pay the Prevailing Wages according to the Prevailing Wage Act.

b. In the event it is found that any workman, employed by any Contractor or any Subcontractor covered by any Contract in excess of $2,000 for any public work to which the College is a party, has been paid a rate of wages less than the Prevailing Wage required to be paid by such Contract, the Contracting Officer of the College may terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and may otherwise prosecute the work to completion.

c. Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any workman employed on a public work.

4.3 Supervision and Construction Procedures

4.3.1 The Contractor shall supervise and direct the Work using its best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall employ a full-time competent Superintendent and necessary Foreman and assistants, who shall be in attendance on the Project site during the progress of the Work. The Superintendent shall represent the Contractor and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. The College reserves the right to require a change in any Contractor personnel if its performance, as judged by the Contracting Officer or its authorized representative, is deemed to be inadequate. Upon application, in writing to the Contracting Officer or its authorized representative, this requirement for full-time superintendent may be waived by the Contracting Officer should he determine that such staffing is not required by the College.

4.3.3 Each Contractor shall employ qualified competent craftsmen in their respective lines of work.

4.3.4 The various Subcontractors shall likewise have competent Superintendents and/or Foremen in charge of their respective portions of the Work at all times. They shall not employ a person unfit or unskilled in the work assigned to him. If it should become apparent that a Subcontractor does not have its portion of the Work under control of a competent Foreman, the Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.

4.3.5 If, due to a trade agreement, standby personnel are required to supervise equipment installation or for any other purpose, during normal working hours or overtime hours of other trades, the Contractor normally employing the trade required to provide such standby services, shall evaluate and include the costs thereof in its bid price and shall provide said services without additional charge to the College.

4.3.6 The Contractor shall make new Work fit existing work and/or existing conditions at Contractor’s cost and expense. Changes in the Work attributable to varying field and/or existing conditions which represent a
minor difference from those indicated on the drawings or can be reasonably predicted or expected to be encountered shall be provided and accomplished at no cost to the College.

4.4 Responsibility for the Work

4.4.1 The Contractor shall be responsible to the Contracting Officer for the acts and omissions of its employees, subcontractors and their agents and employees which injure, damage or delay such other contractors in the performance of their Work. This responsibility is not limited by the applicable provisions stated elsewhere herein, but is in conjunction with, and related thereto.

4.4.2 The Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations, to all parts of the Work, both temporary and permanent, and to all adjoining property.

4.4.3 The Contractor shall, at its own expense, protect all finished Work liable to damage and keep the same protected until the project is completed and accepted. In the case of Substantial Completion accompanied by Beneficial Occupancy by the College the Contractor's obligation to protect its finished Work shall cease simultaneously with the occupancy of the portion or portions of the structure.

4.4.4 The Contractor shall defend, protect, indemnify and save harmless the College and its authorized representatives from all claims, fines, penalties, suits, actions, damages and costs of every name and description arising out of, or resulting from, the performance of its Work under this Contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere herein.

4.4.5 In order to protect the lives and health of its employees, the Contractor shall comply with all applicable statutes and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances and methods, and for any damage or injury which may result from its failure or its improper construction, maintenance or operation.

4.5 Permits-Laws-Regulations

4.5.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work and which are legally required at the time of receipt of bids except for construction permits and inspections by New Jersey Department of Community Affairs.

4.5.2 All work defined in this Contract is to be done in accordance with the New Jersey Uniform Construction Code. No work requiring inspections and approval of construction code officials is to be covered or enclosed prior to inspection and approval by appropriate code enforcement officials.

4.5.3 The Work under this Contract is exempt from local ordinances, codes and regulations as related to the building and the site on which it is located, except where construction could adversely affect adjacent property, public sidewalks and/or streets. The Contractor shall coordinate its activities with municipal and/or highway authorities having appropriate jurisdiction.

4.5.4 Soil conservation measures are to be in accordance with County Soil Conservation District requirements.

4.5.5 All sewage disposal work shall conform with the regulations of the State Department of Environmental Protection.

4.5.6 The College will pay for all New Jersey Department of Community Affairs code inspection; however, it is the Contractor's responsibility to request inspections as required to continue progress of the Work in

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accordance with the construction schedule.

4.5.7 Consistent with Subparagraph 4.4.4, the Contractor shall be responsible for and save harmless the College and its authorized representatives from all fines, penalties or loss incurred for, or by reason of, the violation of any ordinance or regulation or law of the State while the said Work is in process of construction.

4.5.8 The Contractors shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under and NJ Worker and Community Right to Know Act (PL 1983 c. 315 N.J.S.A. 34:5A-1, et seq).

4.5.9 As a result of a finding, by an appropriate Finder of Fact, that a Contractor caused a substantial violation of a State, local or federal statute or regulation on said project, the College may declare the Contractor to be in default.

4.5.10 Prior to the start of any crane equipment operations, each Contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (F.A.A.). The Sequence of operations, timing and methods of conducting the work shall be approved by the F.A.A. to the extent that it relates to their jurisdiction.

4.6 Storage, Cleaning and Final Clean Up

4.6.1 The Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workmen to areas permitted by law, ordinances, permits, contract limit lines as established in the Contract Documents, the rules and regulations of the College, or as ordered by the Contracting Officer or its authorized representative, and shall not unreasonably encumber the site or the premises with its materials, tools and equipment.

4.6.2 The Contractor shall at all times during the Progress of the Work keep the premises and the job site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the premises and site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as necessary by the removal of such material, debris, etc. from the site and the College's premises. Loading, cartage, hauling and dumping will be at the Contractor's expenses.

4.6.3 At the completion of the Work, the Contractor shall remove all its tools, construction equipment, machinery, temporary staging, falsework, formwork, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, etc. from the Project Site.

4.6.4 Should the Contractor not promptly and properly discharge its obligation relating to Cleaning and Final Clean Up, the College shall have the right to employ others and to charge the cost thereof to the Contractor after first having given the Contractor a three (3) working day written notice of such intent.

4.6.5 The Contractor's responsibilities in final clean up include:

   a. Removal of all debris and rubbish resulting from or relating to its work. Rubbish shall not be thrown from building openings above the ground floor unless contained within chutes;

   b. Removal of putty stains from glass and mirrors; wash and polish inside and outside;

   c. Removal of marks, undesirable stains, fingerprints, other soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces;

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d. Removal of spots, paint and soil from resilient, glaze and unglazed masonry and ceramic flooring and wall work;

e. Removal of temporary floor protections, clean, wash or otherwise treat and/or polish, as directed, all finished floors;

f. Clean exterior and interior metal surfaces, including doors and window frames and hardware, of oil stains, dust, dirt, paint and the like, polish where applicable and leave without fingerprints or blemishes; and

g. Restoration of all landscaping, roadway and walkways to pre-existing condition. Damage to trees and plantings shall be repaired in the next planting season, and such shall be guaranteed for one year from date of repair and/or replanting.

All construction equipment, materials or supplies of any kind, character or description of value belonging to the Contractor which remain on the job site for more than thirty (30) days from the date of the Certificate of Final Acceptance and Completion issued by the College to the Contractor, shall become the absolute property of the College. It will be disposed of in any manner the College shall deem reasonable and proper.

4.7 Interruptions to Existing Services

4.7.1 All connections to existing services shall be scheduled and coordinated in advance with the College and done at a time convenient to the College so as not to unreasonably interfere with its operations which means weekends, holidays, or after business hours. The Contractor is to include costs in the bid proposal for all premium hour costs related to these connections. Contractor shall assume the highest premium labor rate for this work in preparation of the bid.

4.8 Non-Regular Working Hours and Workdays

4.8.1 Regular working hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday. Changes thereto may be granted with written approval of the Contracting Officer. Any work required to be performed after regular working hours or on Saturdays, Sundays, or Legal Holidays as may be reasonably required consistent with contractual obligations, shall be performed without additional expense to the College. Contractor shall obtain approval of the Contracting Officer for performance of work after regular working hours or on non-regular work days at least 24 hours prior to the commencement of overtime, unless such overtime work is caused by an emergency.

4.9 Record Documents

4.9.1 The Contractor shall maintain at the site for the College one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the College upon completion of the Work as a record of the Work as constructed.

4.9.2 During construction, the Contractor shall keep an accurate record of all deviations, between work as shown on drawings and that which is actually installed. Particular attention is directed to invert elevations, locations of underground lines, change orders, etc. The Contractor shall during the course of the project, mark these drawings with colored pencils. All buried utilities outside the building shall be located by a metes and bounds survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up drawings and surveys shall be made available to the Contracting Officer at any time during the progress of the work, upon its request. These shall include the drawings of principal sub-contractors as well.
4.9.3 In instances where sepias, shop drawings and/or erection drawings, of a scale larger than the Contract Drawings, are prepared by a Contractor, such drawings and sepias will be accepted in lieu of marked-up Contract Drawings.

4.9.4 The Contractor shall submit the "as-built" documents to the Architect/Engineer, whether altered or not, with a certification as to the accuracy of the information thereon at the time of contract completion before release of retainage will be made to the Contractor. After acceptance by the Architect/Engineer, the Contractor will furnish two (2) sets of all "as-built" documentation.

4.9.5 The Contractor shall keep one set of DCA approved drawings on the project site at all times. These drawings shall be made available to the DCA Inspectors at any time during the progress of the work, upon their request. At the completion of the project, the Contractor shall furnish these drawings to the College.

4.10 Shop Drawings, Product Data, Samples, and Coordination Drawings

4.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. The Contractor shall not use the Contract Drawings for submission of shop drawings. All shop drawings sizes shall be in multiples of 9" x 12" (e.g. 18" x 24"; 24 x 27"; 24" x 36" etc) or as approved by the Architect/Engineer.

4.10.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

4.10.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.10.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

4.10.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work.

4.10.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the College, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.10.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

4.10.8 The Work shall be in accordance with approved submittals. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect’s approval of Shop Drawings, Product Data, Samples or similar submittals.

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Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect’s approval thereof. Should a deviation not be clearly identified in the submittal and the submittal is approved by the Architect and/or Engineer and the work is put in place, the Contractor will be responsible to remove, replace, and/or correct the work in place at no additional cost to the College to adhere to the contract documents.

4.10.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect’s approval of a resubmission shall not apply to such revisions.

4.10.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the College and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to the Architect. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the College and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. The Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

4.10.11 Submittal Schedules shall be prepared and incorporated into the Contractor’s Construction Schedule. The Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation in accordance with the time established in the Contractor’s Construction Schedule to avoid delays.

a) Time frame when the item is needed at the Project.

b) Time necessary to produce the product.

c) Lead time required to prepare the submittal.

d) Time required for the Contractor to review, approve, sign and date the submittal.

e) Time for the Construction Manager, the Architect and his Engineer to review the submittal.

f) The number of Subcontractor’s affected by the information contained in the submittal.

g) Time necessary to correct and resubmit if original submittal is not approved.

h) Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.

i) Grouping of related submittals for coordination.

4.10.12 Submittals shall contain a Contractor’s stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Architect/Engineer. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Architect/Engineer, all deviations to the Contract Documents. Submittals will not
be reviewed by the Architect/Engineer unless they contain such a stamp containing the words “Reviewed and Approved” accompanied by the Contractor’s signature and date.

4.10.13 The Architect’s review is for conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Contract Documents. No departures therefrom, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

4.10.14 The Contractor will have only two (2) opportunities to receive approval of any submittal without consequence. If an approval is not received by the 2nd submission due to the Contractor’s failure to adhere to the contract documents and/or Architect’s/Engineer’s review comments, the Contractor will be responsible for costs incurred by The College to review each submission thereafter until an approval is received.

4.10.15 Schedule delays that may result from the rejection of submittals for non-conformance to the contract documents are the responsibility of the Contractor to recover.

4.10.16 The Contractor shall prepare and submit coordination Drawings based on appropriate information from each subcontractor, where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

4.10.17 The Contractor is responsible to fully coordinate all areas of work with others. This coordination is to be formalized in a set of coordination drawings signed off by all necessary trades and submitted to the Architect. This process is to define areas of conflict which can be resolved prior to the start of material/equipment fabrication. The conflicts are to be brought to the Architect’s immediate attention in writing for resolution. Should a conflict arise after review and resolution of these conflicts, the Contractor will bear all costs necessary to resolve further discovered conflicts once work has commenced.

4.11 Miscellaneous Drawings and Charts

4.11.1 Prior to installing service utilities or other piping, etc. through structural elements of the building, the Contractor shall prepare and submit, for approval of the Architect, accurate dimensioned Drawings indicating the positions and sizes of all sleeves and openings required to accommodate its work and installation of its piping, equipment, etc. and all with reference to the established dimensional grid of the Building. Such Drawings must be submitted in sufficient time to allow proper coordination with reinforcing steel Shop Drawings, openings in precast concrete members, and proper placing in the Field.

4.11.2 The Contractor shall prepare a complete set of typewritten control valve and circuit location diagrams, charts, diagrams and lists under frame glass in appropriate designated equipment rooms, as directed. The Contractor shall also furnish one-line diagrams, as well as such color coding of piping and wiring and identifying charges as specified or required. This information to be framed under glass and installed where directed.

4.12 Cutting and Patching

4.12.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

4.12.2 Except as otherwise provided, Contractor shall do all cutting, drilling, removal, cleaning, servicing, repairing, reroofing, patching, re-hanging, and restoration that may be required in connection with the work. Contractor shall pay for the restoration of existing conditions and work of others damaged by his actions. Contractor shall be responsible for maintaining all existing warranties.
4.12.3  Replace, fit, patch and repair material and surfaces cut or damaged by methods and with materials required to restore surfaces to original conditions and in conformance with manufacturer’s requirements in such a manner as not to void or compromise any warranties required or newly existing.

4.12.4  Prior to cutting and demolition work, the Contractor shall survey and locate utilities, structural elements and hazards using locator / detection equipment. Promptly submit a written report to the Architect describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

4.12.5  All drilling and patching for expansion bolts, hangers and other supports shall be done only after approval of Architect.

4.13  Tests and Inspections

4.13.1  The College shall acquire and pay for inspection or testing services. The Contractor shall contact the Testing Agency acquired by the College for required tests and inspections and shall notify the Construction Manager of all upcoming tests and inspections scheduled with the Testing Agency.

4.13.2  The College will provide copies of inspection and test reports performed by the Testing Agency.

4.13.3  In the event that inspections or testing reveal a failure of the work to comply with the terms and conditions of the contract, the Contractor shall bear all costs incurred by the College made necessary by such failures. These costs shall include all re-inspection and tests by the Testing Agency.

4.14  Equipment-Material

4.14.1  The Contractor warrants to the Contracting Officer that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and in conformance with Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the Contracting Officer or its authorized representatives. If required by the Architect/Engineer, the Construction Manager, or the Contracting Officer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of the other paragraphs contained herein.

4.14.2  Each Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in progress of the Work and shall store them so as not to cause interference with the orderly progress of the project.

4.14.3  The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power mechanical appliances and all other means, materials and supplies for properly prosecuting the work under this Contract, unless expressly specified otherwise. The Contractor shall make arrangements to have representatives of its firm at the site to accept delivered materials. The College will not be held responsible for damage, theft, or disappearance of Contractor's property.

4.14.4  Manufactured products of the United States, whenever available, shall be used in this Work. Wherever practicable, preference shall be given at all times to material and equipment manufactured or produced in the State of New Jersey, where such preference is reasonable and will best serve the interest of the College.

4.14.5  No materials, equipment or supplies for the Work shall be purchased by the Contractor or any Subcontractor subject to any lien or encumbrance or other agreement by which an interest is retained by the Seller. The Contractor warrants, by signing its requisition for payment, that he has good and sufficient title to all such material, equipment and supplies used by him in the Work, free from all liens, claims or encumbrances.
4.15 Substitutions

4.15.1 In the event a Contractor should propose a substitution for the specified equipment or materials, it shall be its responsibility to submit proof of equality, and to provide and pay for any tests which may be required by the Contracting Officer in order to evaluate such proposed substitution prior to the submission of the bid proposal.

4.15.2 The application for approval of a substitution by the Contractor shall include the following information.

a. Identifying information shall be fully and completely furnished.

b. Note whether the item is included in Specifications; in which case, identify the Specification paragraph and section;

c. Attach data indicating in detail whether and how the substitution differs, if at all, from the article specified.

d. If the proposed substitution involves a change in the scope of the Work, the Contractor undertakes and agrees to be responsible for any and all added costs thereby involved by reason of the change in the Work.

e. An agreement by the Contractor to submit proof of equality and to have such tests performed at its own expense as may be required by the Contracting Officer or the Architect/Engineer for approval; and

f. No Contractor shall base its bid on substitutions. Bids shall be based solely on Plans and Specifications of the subject project.

g. Credit proposal for the proposed equipment or material substitution. Since substitutions are made because of cost savings, the College is entitled to a reasonable credit should the substitution be approved. Substitutions will not be reviewed unless there is a cost savings to the College.

4.16 Soil Borings

4.16.1 Soil borings or test pits or other subsurface information may be secured by an independent contractor for the College prior to design and construction of a project and may be included in the contract documents for the Contractors use. The Contractor assumes full responsibility for interpretation of said borings and the College shall have no responsibility or liability should the data provided prove to be incorrect or unrepresentative.

4.17 Protection of Contractor's Property

4.17.1 The Contractor shall adequately secure and protect its own tools, equipment, materials and supplies. The College assumes no liability for any damage, theft or negligent injury to the Contractor's property.

4.18 Patents

4.18.1 The Contractor shall hold and save the College and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the College, unless otherwise specifically stipulated in the Contract Documents.
4.18.2 License and/or Royalty Fees for the use of a process which is authorized by the College must be reasonable, and paid to the holder of the patent, or its authorized licensee, directly by the College and not by or through the Contractor.

4.18.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the College of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract Prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the College from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the College for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after the completion of the Work.

4.19 Right to Audit

4.19.1 The College reserves the right to audit the records of the Contractor in connection with all matters related to this contract. The Contractor agrees to maintain its records in accordance with generally accepted accounting principles, for a period of not less than three (3) years after receipt of final payment. "Generally Accepted Accounting Principles" is defined as follows: Accounting records must identify all labor and material, costs and expenses, whether they be direct or indirect. The identity must include at least the project number for direct expenses and/or account number for indirect expenses. All charges must be supported by appropriate documentation, including, but not limited to cancelled checks.

4.19.2 The Contractor shall develop, maintain and make available to the Contracting Officer on request such schedule of quantities and costs, progress schedules, daily construction reports, payrolls, reports, estimates, change orders, all original estimates, takeoffs, and other bidding documents, all Subcontractors and Supplier Contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the project including all Subcontractor and Supplier costs, all payment records and all records showing all costs incurred in labor and personnel of any kind, records and other data as the College may request concerning work performed or to be performed under this Contract.

4.19.3 The Contractor acknowledges and agrees that no claim for payment which is premised to any degree upon actual costs of the contractor shall be recognized by the College except and to the extent that such actual costs are substantiated by records required to be maintained under these provisions.

4.19.4 The Contractor acknowledges and agrees that the Contractor's obligation to establish, maintain and make available records and the College's right to audit as delineated herein, shall extend to actual costs incurred by subcontractors in performing work required under the contract or any supplemental agreement thereto. The contractor shall require in all subcontracts that the Subcontractor establish, maintain and make available to the College all records as defined and delineated herein relating to all work performed under the subcontractors including work performed by a Sub-Subcontractor.

4.20 Photographs

4.20.1 With each monthly application for payment until the exterior is completed, the General Contractor shall submit progress photographs of the building in duplicate to the Contracting Officer or its Representative, taken from the same points each month. The photographs shall be provided in both hard copy and digital formats (on CD).

4.20.2 Photographs shall be taken on a daily basis representing work in progress. The photographs shall be submitted with each application for payment and shall be provided in both hard copy and digital formats (on CD).
4.21 Guarantee

4.21.1 Neither the Final Certification of Payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the College shall constitute an acceptance of work not done in accordance with the Contract Documents. Nor shall it relieve the Contractor of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship. The College will give notice of observed defects with reasonable promptness.

4.21.2 In addition to guarantees otherwise specified in other sections of the Specifications, the Contractor and each individual Subcontractor shall guarantee and warrant, in writing, the work to be performed, and all materials to be furnished under this Contract against the defects in materials or workmanship and to pay for the value of repair of any damage to other work resulting there from for a period of one (1) year from date of project acceptance. All guarantees, bonds, etc., required by the Specifications shall be in writing in requisite legal form, and delivered to the Contracting Officer at the time of submission of requisition for final payment. All Subcontractor's guarantees, bonds, etc., shall be underwritten by the Contractor, who shall obtain and deliver same to the Contracting Officer before the Work shall be deemed finished and accepted.

4.21.3 The Contractor shall, at its own expense and without cost to the College, within a reasonable time after receipt of written notice thereof, make good any defects in material or workmanship which may develop during stipulated guarantee periods, as well as any damage to other work caused by such defects or by their repairs. Any other defects in material or workmanship, not reasonably observable or discovered during the guarantee period, shall be repaired and/or replaced at the Contractor's expense and such shall be completed within a reasonable time after written notice is given to the Contractor.

4.21.4 It is anticipated that certain permanent equipment will have to be activated during construction of the project to support construction operations. This would particularly be the case with respect to elevators and those portions of the permanent electrical and heating/cooling systems which might be required to provide temporary power and heat/cooling for interior finish operations. Regardless of when equipment is activated for use during construction, all equipment warranties must extend for the time periods required in these Specifications starting as of the date of occupancy or final acceptance (whichever is the earliest) of the Project by the College. The Contractor shall include in their base bids all costs necessary to provide extended warranties as necessary for any equipment which may be activated prior to final building acceptance of the College.

4.21.5 During the eleventh (11th) month after date of Substantial Completion, the Contractor shall meet with the College on a day mutually agreed upon and determine whether all conditions related to guarantees have been satisfied in accordance with the Contract. Should any defects appear at this time, they are to be remedied by the Contractor prior to the expiration of the General Guarantee. Any guarantees which are in effect for more than one (1) year after the date of Substantial Completion shall continue under conditions of the Contract. Nothing contained in this Paragraph shall release the Contractor from his obligations under his General Guarantees.

4.22 Indemnification

4.22.1 The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the College, its employees, and its agents from and against, any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, resulting from the performance of the Project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through any act or omission on the part of the Contractor or its agents, employees or servants, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

4.22.2 In any and all claims against the College, the Construction Manager, or the Architect/Engineer or any of their agents or employees by any employees of the Contractor, any Subcontractor, anyone directly or indirectly
employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 8.8 shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's or Workman's Compensations Acts, Disability Benefit Acts, or other Employee Benefit Acts.

4.23 Contractor's Claims for Damages

4.23.1 Any claims made by a Contractor against the College for damages or extra costs are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A 59:13-1 et seq. as well as all the provisions in this contract.

4.23.2 Should any Contractor or Architect/Engineer having, or who shall hereafter have, a Contract with the College, by its own acts, errors or omissions, damage or unnecessarily delay the Work of the College, Architect/Engineer, or other Contractors by not properly cooperating with them, or by not affording them reasonably sufficient opportunity or facility to perform Work as may be specified, by reason of which act, error or omission of the said Contractor, the Architect/Engineer or any other Contractor shall sustain damages, including delay damages, during the progress of the Work hereunder, then and in that event, the culpable party agrees to pay all costs and expenses incurred by the damaged Contractor(s) or Architect/Engineer due to any such delays and/or damages whether by settlement, compromise or arbitration and the injured Contractor or Architect/Engineer shall have a right of redress enforcement in court directly against the culpable party. In addition the culpable party further agrees to defend, indemnify and save harmless the College from all such claims and damages. Nothing contained in this Paragraph shall be construed to relieve the culpable Contractor or Architect/Engineer from any liability or damage sustained on account of such acts, errors or omissions.

4.23.3 The College shall not be liable to any contractor for any damages or extra costs caused by any acts or omissions as specified in this paragraph and the contractor's exclusive remedy shall be against the culpable party.

4.23.4 Should a Contractor sustain any damage through any act or omission of any other Contractor having a Contract with the College, or through any act or omission of a Subcontractor of any such Contractor, or through any act or omission of the Architect/Engineer, the Contractor shall have no claims against the College for such damage, but shall have a right of action to recover such damages from the causing party or parties.

4.24 Layout, Dimensional Control and Verification, Surveyor's Certification

4.24.1 The Contractor shall be responsible for locating and laying out the Building of all of its parts of the site, in strict accordance with the Drawings, and shall accurately establish and maintain dimensional control. He shall employ and pay for the services of a competent and licensed New Jersey Engineer or Land Surveyor (who shall be approved by the College), to perform all layout work, and to test the levels of excavations, footing base plates, columns, walls and floor and roof lines, and furnish to the Construction Manager, as the Work progresses, certificates that each of such levels is as required by the Drawings. The plumb lines of walls, etc., shall be tested and certified by the Surveyor as the Work progresses.

4.24.2 The Engineer or Surveyor, in its layout work, both on the Site and within the Building, shall establish all points, lines, elevations, grades and bench marks for proper control and execution of the Work. He shall establish a single permanent Bench Mark as directed to which all three (3) coordinates of dimensional control shall be referred. He shall verify all College-Furnished topographical and utility survey data and all points, lines, elevations, grades and bench marks; should any discrepancies be found between information given on Drawings and the actual Site or field conditions, the Contractor shall notify the Construction Manager of such discrepancy, and shall not proceed with any Work affected until receipt of written instructions from the Construction Manager.

4.25 Inspection of Roadway Subgrades

4.25.1 The Contractor shall notify the Construction Manager forty-eight (48) hours prior to the anticipated completion of all roadway subgrade work. If compaction soils tests are required, these tests will be done by soils
testing laboratories through the College. The Contractor shall not proceed with base course until the results of the compaction tests are determined and upgrade approved by the Construction Manager.

4.26 Maintenance of Construction Access Routes

4.26.1 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated Construction Access Routes either shown on the Contract Drawings or reasonably required so as to perform the Work and shall provide and maintain all reasonably required safety devices. He shall provide the addition of materials, their grading and compaction, the removal of snow and debris so as to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

4.27 Project Sign

4.27.1 The Contractor shall erect and maintain one (1) sign at the Project Site. Paintings shall be done by a professional sign painter, with two (2) coats of exterior paint, colors, letter face and layout as shown. No other signs will be permitted at the Site unless otherwise authorized by the Contracting Officer. Upon completion of the Project, and when directed by the Construction Manager or the College, the Contractor shall remove the sign.

4.28 Maintenance Bond

4.28.1 Prior to final inspection and acceptance of the work by the Contracting Officer and its authorized representatives, the Contractor shall furnish a one year maintenance guarantee in the amount of five percent (5%) of the final total contract cost, in the form of a certified check or a maintenance bond for the same amount guaranteeing faithful compliance with the guarantee noted above.

4.29 Use of Premises

4.29.1 The Contractor shall limit his use of the premises to construction activities in areas indicated.

4.29.2 Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

4.29.3 Keep driveways and entrances serving the premises clear. Parking spaces outside of the construction area are to be available at all times to the College. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize impact to College operations.

4.29.4 Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by constructions operations. Take all precautions necessary to protect the building during the construction period.

4.30 Operation and Maintenance Manuals

4.30.1 Prepare instructions and data by personnel experienced in maintenance and operation of described products. Final payment will not be processed until submitted and approved. A total of (3) copies and an electronic version on CD are to be submitted.

4.30.2 Prepare data in the form of an instructional manual.

4.30.3 Binders are to be commercial quality, 8-1/2 x 11 inch three ring binders with durable plastic covers. When multiple binders are used, correlate data into related consistent groupings.

1. Identify each binder with typed or printed title “Operation and Maintenance Instructions”, identify the project, identify subject matter of contents.
2. Provide tabbed dividers for each separate product and system, with typed description of product and major component parts of equipment.

3. Arrange content by systems under section numbers and sequence table of contents of the project manuals.

4. Manuals are to include the following information:
   a) Subcontractor and suppliers names, addresses, and phone numbers
   b) Significant design data
   c) List of equipment
   d) Parts list for each component
   e) Operating instructions
   f) Maintenance instructions for equipment and systems
   g) Maintenance instructions for special finishes, included recommended cleaning methods and materials, and special precautions identifying detrimental agents
   h) Shop drawings and product data
   i) Air and water balancing reports
   j) Photocopies of warranties and bonds

4.31 Demonstration and Training

4.31.1 Demonstrate operation and maintenance of equipment and systems to the College’s personnel two weeks prior to the date of substantial completion. Allow for two (2) full day training sessions for all of the equipment and systems installed.

4.31.2 Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.

4.31.3 For equipment and systems requiring seasonal operation, perform demonstration for other season within six months.

4.31.4 Provide qualified person who is knowledgeable about the equipment and system to perform the demonstration and instruction to the College’s personnel.

4.31.5 Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with the College’s personnel in detail to explain all aspects of operation and maintenance.

4.31.6 The demonstration and maintenance instruction is to be video taped by the Contractor with three copies being provided to the College.
ARTICLE 5

SUBCONTRACTORS

5.1 Contractor-Subcontractor Relationship

5.1.1 The Contractor shall, within thirty (30) days after award of the Contract, notify the Contracting Officer through the Construction Manager, in writing, of the names of Subcontractors, other than those required to be listed in the Bid, proposed to perform the principal parts of the work and of such others as the Contracting Officer may direct, and shall not employ any Subcontractor without prior written approval of the Contracting Officer, or any that the Contracting Officer may, within a reasonable time, reject.

5.1.2 If the Contracting Officer has reasonable objection to any such proposed person or firm, the Contractor shall substitute another Subcontractor to which the Contracting Officer has no reasonable objection. Under no circumstances shall the College be obligated for additional cost due to such substitution.

5.1.3 The Contractor shall make no substitution for any Subcontractor, person or firm previously selected and approved, without written notification to the Contracting Officer and receipt of its written approval for such substitution.

5.1.4 The Contractor acknowledges its full responsibility to the College for the acts and omissions of its Subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that he is responsible for the acts and omissions of persons and firms directly or indirectly employed by him and the Contractor acknowledges he remains fully responsible for the proper performance of its Contract irrespective of whether Work is performed by its own forces or Subcontractors engaged by him.

5.1.5 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the College.

5.1.6 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the College. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreement with its Sub-subcontractors.

5.1.7 Contractor shall not grant to any Subcontractor terms more favorable than those extended to the Contractor by the College.

5.1.8 Contractor shall not permit its Subcontractor to subcontract work without the express written approval of the Contracting Officer or its designee.

5.1.9 The Contractor, and all Subcontractors, agree that, in the employment of both skilled and unskilled labor, preference shall be given to residents of the State of New Jersey, if such labor force is available.

5.1.10 Approval by the Contracting Officer or its authorized representatives of a Subcontractor or material supplier shall not relieve the Contractor or the Subcontractor or material supplier of the responsibility of complying with all provisions of the Contract Documents. The approval of a Subcontractor does not imply approval of any material, equipment or supplies.
ARTICLE 6
PROJECT SPECIFIC CONDITIONS

6.1 Existing Finishes and Furniture

6.1.1 All loose furniture to be removed and discarded by the Contractor.

6.1.2 The Contractor is responsible for damages caused by the Contractor and all Subcontractors to existing finishes and equipment to remain as proven by the Construction Manager. The Contractor will be allowed to repair such damages as accepted by the Construction Manager at no cost to the College, but if repairs cannot be made satisfactorily, the Contractor will be responsible for replacement costs.

6.2 Existing Systems

6.2.1 The Contractor shall keep all systems functioning as noted on the drawings. The Contractor shall also provide heat detectors and pull stations, and exit signs as required throughout the 3rd and 4th floors to provide coverage as required by code. The fire alarm system must remain active throughout the demolition. The campus vendor is United Fire.

6.3 Equipment Loading and Debris Removal

6.3.1 Equipment loading and debris removal shall be done through penetrations through the exterior glazing. The elevator cannot be used at any time throughout the work of this contract.

6.3.2 Dumpsters cannot be within 15’ of the building overnight. If dumpsters are placed next to the building during the workday and the intent is to keep the dumpster onsite, it must be pulled away from the building at a minimum of 15’.
ARTICLE 7
TEMPORARY FACILITIES, UTILITIES AND SERVICES

7.1 Field Offices

7.1.1 Each Contractor will provide, on Site, and maintain during the Project Construction, a suitable weather-tight insulated Field Office conveniently located for reception and continuous use and shall maintain therein a complete set of Contract Documents including plans, specifications, CPM network diagrams, change orders, logs and other details and correspondence. The Field Office may be removed upon enclosure of a Building at that time directed by the Construction Manager; contents and operations will be transferred to the interior of the Project Building by the General Contractor and said offices shall be maintained by the General Contractor until Final Acceptance of the Project.

7.1.2 The Contractor shall provide its own telephones, telephone service, and internet service.

7.2 Storage Sheds, Tool Sheds, Shops, Employees Sheds

7.2.1 The Contractor will provide and maintain, for its own use, and as each deems necessary, suitable and safe temporary storage, tool shops, and employee's sheds, for proper protection, storage work and shelter, respectively; maintain properly; and remove them at completion of Work. Rooms in the building may be used as shops and storerooms, with the approval of the Construction Manager. The Contractor making use of these areas shall be responsible for correcting defects and damage caused by such use and for keeping these areas clear and clean.

7.3 Site Logistics

7.3.1 The Contractor shall be responsible for providing for its own requirements within the contract limit lines. The Contractor shall locate these areas, to suit project requirements, with the Construction Manager's concurrence.

7.3.2 All construction / contractor vehicles parked on campus must display a valid parking permit.

7.4 Temporary Toilet Facilities

7.4.1 The Contractor shall provide and pay for suitable temporary toilets, at an approved location on the site, prior to the start of any field work. They shall comply with State and Local laws. The Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

7.4.2 Remove units from Site at completion of Work, when so directed.

7.4.3 Workmen are not to use the finished bathroom and toilet facilities in the project buildings (reasonable steps must be taken by the Contractor to enforce this rule).

7.4.4 Toilet facilities within campus buildings are strictly off limits. Any worker observed violating this article shall be warned once, and removed from site after the next violation.

7.5 Temporary Drives and Walks

7.5.1 The Contractor shall be responsible for keeping all roadways, drives and parking areas within or proximate to the site free and clear of debris, gravel, mud, or any other site materials by insuring that all measures reasonably necessary are taken to prevent such materials from being deposited on such surfaces including, as may be appropriate, the cleaning of vehicle wheels, etc. prior to their leaving the construction site. Should such surface require cleaning, the Contractor will clean these surfaces without additional cost to the College. The Contractor will be held accountable for any citations, fines, or penalties imposed on the College for failing to comply with local rules and regulations.
7.5.2 Should the Contractor elect to commence construction of permanent driveways, parking areas or walks, other than general grading of temporary shop areas, he shall not do so without the approval of the Contracting Officer or its authorized representative. He shall not do so without having prepared the subgrade, as may be elsewhere required by the Specifications, nor will he be relieved from any responsibility for providing additional materials or from reworking the subgrade prior to completion, if so required to make the improvements conform fully with the Specifications.

7.5.3 The General Construction Contractor shall obtain permission, in writing, from the Construction Manager before using any existing driveways or parking areas not specifically designated for such use in the Contract Documents for construction purposes. He shall maintain such driveways and areas in good condition during the construction period, and, at completion of the project, shall leave them in the same condition as at the start of the Work. Conditions before use should be carefully photographed or documented by the Contractor.

7.5.4 The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated Construction Access Routes either shown on the Contract Drawings or reasonably required so as to perform the Work and shall provide and maintain all reasonably required safety devices. He shall provide the addition of materials, their grading and compaction, the removal of snow and debris so as to provide and maintain the general serviceable condition of the access roadbed, as well as pedestrian ways.

7.6 Temporary Water

7.6.1 The Contractor shall provide, protect and maintain an adequate valved water supply in a convenient location for use on the project during the period of construction, either by means of the permanent water supply line, or by the installation of a temporary water supply line. All costs in providing water other than the cost of the water itself, will be borne by the Contractor. Electrical Service and hookups will be provided by the Contractor, and all costs for this electrical work will be borne by him.

7.6.2 Temporary water will be provided by the College at no charge to the Contractor, provided and to the extent it may be existing and available at the site immediately prior to commencement of and during construction. It is the obligation of the Contractor requiring temporary facilities to investigate and make specific arrangements with the College for such facilities and to include in its proposal the cost of any additional facilities he may require for proper conduct of its Work.

7.6.3 The Contractor is responsible to protect all water lines from damage or freezing, be they permanent or temporary. Should water connections be made to an existing line, the Contractor shall provide a positive shut-off valve at its cost and expense.

7.7 Temporary Light and Power

7.7.1 The Contractor shall extend electrical service to the building or buildings at locations approved by the Contracting Officer or its authorized representative; temporary electrical service shall be independent of the existing permanent service. Initial temporary service shall be three (3) phase or single phase depending upon closest availability to the project. Temporary light and power installations, wiring, and miscellaneous electrical hardware must meet the Electric Code. Electrical characteristics shall be provided to meet all temporary light and power reasonably required as herein and hereinafter specified. The Contractor shall provide the necessary distributing facilities and meter, and shall pay the cost of running temporary services from the nearest utility company power pole. All costs shall be included in its bid.

7.7.2 The Contractor shall pay for the cost of all electric energy used on distribution lines installed by the Contractor until the project is accepted by the College.

7.7.3 The Contractor shall provide and pay for all maintenance, servicing, operating and supervision of the
service and distribution facilities. He shall also connect, maintain and service any electrical equipment installed by the Contractor which may be necessary for maintaining heat/cooling whenever heat/cooling is required in the building whether from the temporary or permanent system.

7.7.4 The Electrical Contractor shall observe the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

7.8 Temporary Heat, Cooling and Dehumidification

7.8.1 The Contractor shall provide, protect, and maintain all measures to provide temporary heating, cooling, and/or dehumidification so that the work can progress without delay.

7.8.2 The Contractor shall not assume that the permanent building heating, cooling, and/or dehumidification system or any part thereof will be available for furnishing temporary heat, cooling, or dehumidification. The Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat, cooling, and/or dehumidification as required under these specifications and guidelines required by material manufacturers.

7.8.3 All heating equipment shall be NFPA approved and connected to approved flues to the atmosphere. Gas cylinders within the building shall not exceed 100 lb. capacity, shall have Interstate Commerce Commission approval and shall be fitted with a permanent cap to protect the valve when not in use. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve. Cylinders and heaters shall stand at least 6 feet apart and be connected with two (2) braid neoprene hoses that will withstand 250 psi test pressure.

7.8.4 Storage of cylinders within the building will not be permitted at any time. Fire extinguishers shall be provided by the Contractor on each floor where heaters are used, and the area must be adequately ventilated.

7.8.5 If the permanent building heating, cooling, and/or dehumidification system or any part thereof is available for use to provide service during construction and use is approved by the Construction Manager, the system shall be maintained by the Contractor until turnover of the systems to the Owner. All systems shall be cleaned and filters changed prior to acceptance by the Owner.

7.9 Temporary Enclosures and Partitions

7.9.1 Whenever necessary, in order to maintain proper temperatures for the prosecution of the Work, or for the protection thereof, the Contractor shall furnish and maintain temporary enclosures for all openings in exterior walls that are not enclosed with finishing materials. Temporary doors shall be provided at door openings.

7.9.2 The Contractor, at its expense, shall provide and maintain necessary temporary dust proof partitions around areas of work in any existing building or in new building areas as directed by the Construction Manager.

7.10 Temporary Utility Capping

7.10.1 Cap all incomplete lines, ducts, conduits, openings, etc., until ready for final connection, after which they shall be thoroughly cleaned and left unobstructed. Failure to perform this capping will result in the Contractor flushing and/or cleaning the material at the Contractors expense as directed by the Construction Manager.
ARTICLE 8
RELATIONSHIP BETWEEN THE CONTRACTOR AND OTHER COLLEGE CONTRACTORS

8.1 College's Right to Perform Work

8.1.1 The College may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so for the purpose of installing any apparatus or carrying on any construction not included in these Specifications or for any other reasonable purpose.

8.1.2 The Contractor shall examine all Work or materials installed by other contractors, the installation of which may affect the Work in its Contract, and should the same be imperfect, incorrect or insecure, he shall notify the Contracting Officer immediately in order that the same be rectified.

8.2 Mutual Responsibility

8.2.1 The Contractor shall afford the Contracting Officer and other Contractors under contract with the College reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work. Each Contractor shall coordinate its Work with adjacent Work and with other trades, so that no portion of the Work is delayed or not properly undertaken due to such lack or failure of cooperation.

8.2.2 The Contractor shall lay out and install its Work at such time or times and in such manner as to facilitate the general progress of the Project.

8.2.3 The College shall not be liable for any damages suffered by any Contractor by reason of another Contractor's default, delinquency, or timing of performance; it being understood that the College does not assume responsibility for the acts or omission of any Contractors.

8.2.4 Before completion of the Work contemplated herein, should it be deemed necessary by the College to do any Work whatsoever, in or about the building or structure, other than as provided for in the Contract Documents, the Contractor shall fully cooperate with such other individual or firm as the College may employ to do such Work, so that such additional Work may be performed without unreasonable interference. The Contractor shall afford said other individual or firm all reasonable facilities for doing such Work. Other than an Extension of Time should the work impact the critical path of the project, the Contractor shall make no claim to the College, as a result of such Work as is contemplated herein.

8.2.5 The Contracting Officer, or its authorized representative, shall at all times have access to the Work whether it is in preparation or in progress, and the Contractor shall provide proper facilities for such access and for inspection. The Contracting Officer reserves the right, at its option, to employ the services of a professional consultant to evaluate any phase of the Work he may deem to be in the best interest of the College but no evaluation performed shall in any way relieve the Contractor of its responsibilities under the contract. The Contractor shall cooperate with the consultants and provide access to the Work and facilities for inspection. Should any portion of the Work or material be found deficient or defective, the Contractor will pay the applicable fees of such consultant and be responsible for replacing the deficient or defective Work as required by the provisions stated elsewhere herein.

8.2.6 Any costs caused by defective or ill-timed Work shall be borne by the Contractor.

8.2.7 If the Contractor should destroy, damage or disturb the Work of any other Contractor in or about the building or premises, the Contractor shall immediately either replace the destroyed Work and make good the damaged and disturbed Work to the satisfaction of the Construction Manager and the Contracting Officer, or shall reimburse the Contractor whose Work he has destroyed, damaged or disturbed for the expense of replacing such Work.

RCNJ Project No.: 12-240.6C
ARTICLE 9

TIME

9.1 Notice to Proceed

9.1.1 Contract time shall commence on the date of receipt, by the Contractor of a written Notice to Proceed, issued by the Contracting Officer. Notice to proceed shall be promptly issued by the College after receipt and acceptance, by the Contracting Officer, of properly executed contract documents including performance and payment bonds. The Contractor agrees that contract site work shall commence no later than ten (10) calendar days after receipt of the notice to proceed.

9.1.2 Provided the contract is not terminated pursuant to the paragraph contained within the Instructions to Bidders, entitled "Contract and Bonds", if in the opinion of the Contracting Officer, the Contractor's delay in furnishing financial responsibility and performance or payment bonds causes a delay in the issuance of the Notice to Proceed, the time to complete the work as specified in the contract may be reduced to reflect such delay.

9.1.3 The Contractor shall perform no work under this contract until the required evidence of financial responsibility and bonds have been furnished. Thereafter, work at other than the contract site may be undertaken. The Contractor shall perform no work at the contract site except pursuant to a Notice to Proceed given by the Contracting Officer.

9.1.4 Notice to Proceed may be issued by the College at its convenience. Any right of the Contractor to an adjustment because of a delay in issuing a Notice to Proceed shall be determined in accordance with the Article entitled "Contracting Officer's Right to Stop Work."

9.2 Critical Path Method Scheduling

9.2.1 The Contractor shall be responsible for preparing and furnishing to the Contracting Officer through the Construction Manager, thirty (30) calendar days after the issuance of the Notice to Proceed, a coordinated Critical Path Method baseline schedule.

9.2.2 The Critical Path Method schedule based upon the Contractor's logic and time estimates shall indicate, in suitable detail for display, all significant features of the Work, including the placing of orders and anticipated delivery dates for critical items, submissions and approvals of Shop Drawings, all work activities to be performed by each Subcontractor and the beginning and time durations thereof and the dates of substantial and final completion of the various branches of the Work.

9.2.3 The Contractor shall furnish sufficient labor, construction plant and equipment to insure the prosecution of the Work in accordance with the Critical Path Method schedule. If the latest completion time for any significant job does not come within the time allowed by the Schedule, the sequence of jobs and/or the time for performance of jobs shall be revised by the Contractor through concurrent operations, additional manpower, additional shifts, overtime, etc., until it is assured that the Contract Completion Date will be met. No additional charges to the College will be allowed for overtime, additional manpower, equipment, additional shifts, etc., (except as may be provided elsewhere in the Contract) if such expediting procedures or measures are necessary to meet the agreed completion date.

9.2.4 The Contractor agrees that he will make no claim for, and have no right to, additional payment or extension of time for completion of the Work, or any other concession because of any misinterpretation or misunderstanding on its part of the Critical Path Method schedule, or because of any failure on its part to fully acquaint himself with all conditions relating to the Schedule and the manner in which it will be used on the Project or to perform its contract in accordance with the schedule.

9.2.5 Within ten (10) calendar days after receipt of the initial Critical Path Method schedule, the College's
representative shall meet with the Contractor for joint review, correction, or adjustment of the proposed plan and schedule. Within ten (10) calendar days after the joint review, the Contractor will revise the Critical Path Method schedule in accordance with agreement reached during the joint review and shall submit one (1) hard copy and one (1) electronic copy to the College. The resubmission will be reviewed by the College and, if found to be as previously agreed upon, will be approved. An approved copy of each will be returned to the Contractor. The Contractor shall approve the schedule at that time provided, however, if any Contractor objects to the schedule to be adopted, he shall, within ten (10) days, state its objections in writing to the Contracting Officer, specifying its precise position of the schedule to which he objects and the reasons therefore and identifying the basis of its objection. The Contractor will be deemed to have accepted the schedule as adequate, proper and binding in all respects and shall not raise objections to the schedule except to the extent as required in this article. The Contractor will then meet with the College Representative to develop a contractually compliant schedule which removes all of the Contractors objections. The Contractor will revise the Critical Path Method schedule in accordance with the agreements reached during this final review and shall submit one (1) hard copy and one (1) electronic copy to the College. The resubmission will be reviewed by the College and if found to be as previously agreed upon, will be approved. An approved copy of each will be returned to the Contractor. Approval will be without reservation and the Contractor will be deemed to have accepted the schedule as adequate, proper and binding in all respects and shall not raise objections to the schedule.

9.2.6 Once every month, or more often if required by the College, the Contractor shall meet with College's Representative and provide the updated Critical Path Method schedule which shall clarify all of the following:

1. Approved Changes in activity sequencing;
2. Changes in activity durations for unstarted or partially completed activities where agreed upon;
3. The effect to the network of any delays in any activities in progress and/or the impact of known delays which are expected to affect future work;
4. The effect of Contractor Modifications (activity durations, logic and cost estimates) to the network;
5. Changes to activity logic, where agreed upon, to reflect revision in the Contractor's work plan; i.e., changes in activity duration, cost estimates, and activity sequences for the purpose of regaining lost time or improving progress; and
6. Changes to milestones, due dates, and the overall Contract Completion Date which have been agreed upon by the College since the last revision of the CPM Schedule.

9.2.7 The CPM schedule shall accurately reflect the manner in which the Contractor intends to proceed with the project and shall incorporate the impact of all delays and Change Orders as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by the College prior to inclusion in the CPM schedule. If unapproved Contractor logic and time durations are used, the Contractor agrees that any time which is projected to be lost on the project as a result of these schedule changes will be considered the responsibility of the Contractor until a final agreement has been made or a final decision rendered by the College regarding the manner in which the Change Order work is to be reflected on the schedule. When this final decision has been made by the College, the Contractor shall revise the CPM schedule in accordance with such decision and issue a final analysis of the effect of the change on the project. If the Contractor desires to revise the logic of the approved CPM schedule so as to reflect a sequence of construction which differed from that originally agreed to, he must first obtain the approval of the College.
9.2.8 In addition to the foregoing, once each month the Contractor will provide a narrative report to the College. The narrative report will include a description of the amount of progress during the last month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and their estimated impact on the performance of other activities and completion dates, and recommendations on corrective action for the Contractor. Within seven (7) days after receipt of this report, the Contractor shall submit to the College, in writing, an explanation of corrective action taken or proposed. The Contracting Officer, after reviewing the written submissions, shall make a decision binding on all parties.

9.2.9 The monthly submission of the computer-produced calendar-dated schedule shall be an integral part and basic element of the estimate upon which progress payments shall be made pursuant to the provisions of "Payment", Article 10 of these General Conditions. The Contractor shall be entitled to progress payments only upon receipt by the College of an updated CPM schedule.

9.2.10 The Contractor agrees that whenever it becomes apparent from the current monthly schedule that any Contract Completion Date will not be met, he will take some or all of the following actions at no additional cost to the College:

1. Increase construction manpower in such trades and numbers as will substantially eliminate, in the judgment of the Contracting Officer, the backlog of work;

2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing sufficiently to substantially eliminate, in the judgment of the Contracting Officer, the backlog of work; and/or

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

9.3 Adjustment of Contractor Completion Time

9.3.1 The Contract completion time or times will be adjusted only for causes specified in this Contract. In the event a Contractor requests an extension of any Contract Completion Date, he shall furnish such justification and supporting evidence that the College or the Architect/Engineer requires to evaluate the Contractor's request. The Contracting Officer shall then make its finding of fact and advise the Contractor in writing thereof. If the Contracting Officer finds that the Contractor is entitled to any extension of any Contract Completion Date under the provisions of this Contract, the determination as to the total number of days extension shall be based upon the currently approved computer-produced calendar-dated schedule and on all data relevant to the extension. Such data will be included in the next updating of the schedule.

9.3.2 Two (2) types of time extensions may be issued for this project as follows:

1. A total project time extension may be issued if delays which are determined to be beyond the control of the Contractor affect the main project critical path shown on the CPM Schedule thereby directly extending the final project completion date.

2. A concurrent project time extension may be issued in those instances where it is found that specific delays beyond the control of the Contractor would have affected the final project completion date were it not for overriding delays due to other causes. If a concurrent project time
extension is issued, it will over that time which, according to the CPM Consultant's analysis, would have been lost due to the specific issues cited, if no other delays had occurred. A concurrent project time extension will also excuse the Contractor from responsibility for liquidated damages for the period of time extension.

9.3.3 The Contractor acknowledges and agrees that the evaluation of project delays and determinations regarding project time extension will be based upon the project CPM schedule and the following criteria:

(1) Float time shown on the CPM schedule is not for the exclusive use of either the Contractor or the College. It is agreed that float time is available for use by all parties to facilitate the effective use of available resources and to minimize the impact of problems or Change Orders which may arise during construction. The Contractor specifically agrees that float time may be used by the College or its Representatives or Consultants in conjunction with their review activities or to resolve project problems. The Contractor agrees that there will be no basis for a project time extension as a result of any project problem, Change Order or delay which only results in the loss of available positive float on the project CPM schedule. The Contractor further agrees that there will be no basis for a claim for cost escalation for any activity which is completed on or before its initially required late end date as shown on the initial approved CPM schedule, regardless of the justifiability or any delaying factors which might have resulted in elimination of float which was originally available for the activity. If the Contractor refuses to perform work which is available to them, the Contracting Officer may, regardless of the float shown to be available for the work, consider the Contractor to be in violation of the Contract Documents. In such instances, the Contracting Officer may, without prejudice to any right or remedy, and after giving the Contractor and its Surety three (3) working days written notice to forthwith commence and continue with the work with diligence and promptness, terminate the employment of the Contractor by the issuance of a written notice to that effect to the Contractor and its Surety at any time subsequent to three (3) working days thereafter, should they, or either of them, fail to comply with the directive of the original three (3) day notice mentioned above.

(2) The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown that the weather conditions during a giving quarterly period (summer, fall, winter, spring) were more severe than the previous five year average for the project geographical area and, in addition, that these weather conditions critically impacted the final project completion date by delaying the performance of work on the main project critical path. If abnormal weather losses can be shown to have affected the project critical path, a non-compensable time extension will be considered for that portion of the proven weather-related delays which exceeded the normal weather losses which should have been anticipated for the quarterly period in question.

No time extensions will be considered for any weather impacts which do not affect work on the main project critical path. The Contractor agrees
that there will be no basis for a claim for any additional compensation resulting from any time extension issued for weather-related delays.

(3) In order for a given issue (i.e., delay, Change Order, etc.) to be considered as a basis for a total project time extension, it must meet both of the following criteria:

(a) It must be totally beyond the Control of the Contractor and due to no direct or indirect fault of the Contractor; and

(b) It must result in a direct delay to work on the main project critical path.

(4) The Contractor acknowledges and agrees that actual delays to activities which, according to the computer-produced calendar-dated schedule, do not directly affect the main project critical path do not have any effect on the Contract Completion Date or dates and will not be the basis for a change therein.

(5) Concurrent delays are defined as two (2) or more delays or areas of work slippage which are totally independent of one another and which, if considered individually, would each affect the final project completion date according to the CPM schedule.

Where the College determines that concurrent delays exist, the Contractor acknowledges and agrees that the following criteria will be used to evaluate time extension:

(a) If the current CPM schedule shows two (2) or more concurrent delays, with one (1) analyzed to be the responsibility of the College and the other analyzed to be the responsibility of the Contractor, a time extension will only be considered if the excusable delay affects the main project critical path and if this delay is shown by a greater amount than the other concurrent delays when their impacts are independently considered. In this event, a time extension will only be considered for that portion of time by which the excusable delay exceeds all concurrent non-College caused delays. For example, if an excusable impact delays the project by 100 days and concurrent Contractor-caused slippage independently delays the final completion date by 90 days, a time extension will only be considered for a maximum of ten (10) days, provided the excusable delay is on the project critical path.

(b) If the CPM Schedule shows concurrent delays with some excusable delays and some the fault of the Contractor, and if the Contractor-caused delays are analyzed to be the main determination impact to the main project critical path, then there will be no basis for a total project time extension regardless of the nature of the concurrent excusable delays. A concurrent time extension, however, may be considered for that portion of the total project slippage which is shown on the CPM schedule to be totally attributable to excusable delays.
If a time extension request is made for concurrent delays which did not affect the project critical path, this must be clearly stated in the Contractor's time extension request, and all CPM activities which are claimed to have been affected by the cited delay must be specifically identified with all applicable impact dates.

9.4 No Damage for Delay

9.4.1 The College shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of the Contracting Officer, it may be necessary or expedient for the College to do so. And if the Contractor be delayed in the completion of the Work by act, neglect or default of the College, or the Architect/Engineer, or of any other Contractor employed by the College upon the work, or by change orders in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any case beyond the Contractor's control, or by any cause which the Contracting Officer shall decide to justify the delay, then for all such delays and suspensions the Contractor shall be allowed one day addition to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be determined by the Contracting Officer, and a similar allowance of extra time will be made for such other delays as the Contracting Officer may find to have been caused by the College. No such extension shall be made for any one or more of such delays unless within ten (10) days after the beginning of such delay a written request for additional time shall be filed with the Contracting Officer. Apart from extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the work, whether such delay is beyond the Contractor's control.

9.4.2 The Contractor shall not be entitled to any damages or extra compensation from the College on account of any work performed by the College or any other Contractor or the Architect/Engineer or any other party, or by reason of any delays whatsoever, whether caused by the College or any other party, including but not limited to the delays mentioned in this Contract.

9.5 Time of Completion-Delay-Liquidated Damages

9.5.1 In the event of the failure of the Contractor to complete the said work within the time stated in its proposal, the Contractor shall be liable to the College for EACH incomplete building in the sum of twenty five hundred dollars ($2,500.00) dollars for each and every day that the said work shall be and remain uncompleted, which said sum shall be treated as liquidated damages and not a penalty, for the loss to the College of the use of premises in a completed state of construction, alteration or repair, as the case may be, and for added administrative and inspection costs to the College on account of the delay; provided, however, that the liquidated damages provided for herein shall be in addition to other consequential losses or damages that the College may incur by reason of such delay, such as, but not limited to, added costs of the project and the cost of furnishing temporary services, if any. Any such items for which the Contractor is liable may be deducted by the College from any monies due or to become due to the Contractor.

9.5.2 It is hereby understood and mutually agreed by and between the Contractor and the College that the date of the beginning, the dates of required intermediate milestones, and the time for completion, as specified in the Contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract.

9.5.3 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the College that the time for the completion of the work herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Contracting Officer, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay the College the amount specified in paragraph 9.4.1 above, not as a penalty but as liquidated damages for such breach of contract as hereinafter
set forth, for each and every calendar day that the Contractor may be held in default after the stipulated date in the
Contract for completing the work.

9.5.4 The said amount is fixed and agreed upon by and between the Contractor and the College because of
the impracticality and the extreme difficulty of fixing and ascertaining of the actual damages the College would in such
event sustain, and said amount is agreed to be the amount of damages which the College would sustain and said
amounts shall be retained from time to time by the College from current periodical estimates.

9.5.5 It is further agreed that Time is Of the Essence of each and every portion of this contract and of the
specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and
where under the Contract an additional time is allowed for the completion of any Work the new time limit fixed by
such extension should be of the essence of this Contract.

9.5.6 The Contractor shall not be charged with liquidated damages, or any excess cost when the College
determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the
College; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the
delay in the completion of the work is due:

(1) To any preference, priority or allocation order duly issued by the
Government.

(2) To unforeseeable cause beyond the control and without the fault or
negligence of the Contractor, including, but not restricted to, acts of God,
or of the public enemy, acts of the College, acts of another Contractor in
the performance of the Contract with the College which acts are contrary
to the terms of such Contract, fires, floods, epidemics, quarantine
restrictions, strikes, freight embargoes and severe weather; or

(3) To any delays of Subcontractors or suppliers occasioned by any of the
causes specified in sub-sections a. and b. of this article.

9.5.7 The Contractor shall, within five (5) days from the beginning of such delay, unless the Contracting
Officer shall grant a further period of time prior to the date of final settlement of the Contract, notify the College in
writing, of the causes of the delay. The Contracting Officer shall first ascertain the facts and the extent of the delay and
shall notify the Contractor within a reasonable time that good cause has been shown to warrant the granting of such
extension. Should the Contractor fail to notify the College within the five (5) days from the beginning of such delay,
the Contractor will not be entitled to an extension of time.

9.6 Contracting Officer's Right to Accelerate

9.6.1 The Contracting Officer may order and direct the Contractor responsible for a delay or as may be
apparent as a result of its observation of the work, to accelerate that Contractor's Work at any particular place or places
by increasing its forces, working overtime and/or on Saturdays, Sundays and holidays as may be required to enable to
carry on with their Work in accordance with the Project Progress Schedule. The Cost of such acceleration efforts shall
be borne entirely by the Contractor.
ARTICLE 10
PAYMENTS AND COMPLETION

10.1 Contractor Payments from the College

10.1.1 The College will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. Unless otherwise directed, the Contractor shall furnish Schedule of Amounts for Contract Payments, (Unit Schedule breakdown) of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. The schedule, as approved, shall be used only as a basis for the Contractor's estimates for progress payments and approval by the Contracting Officer does not constitute acceptance of the allocability and allowability of costs to a specific element of work. The Contractor is cautioned that no payment requests shall be approved until the Unit Schedule Breakdown has been approved in writing, by the Contracting Officer or its authorized representative.

10.1.2 In the preparation of estimates, the Contracting Officer, at its discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if (1) such consideration is specifically authorized by the contract and (2) the Contractor furnishes a Form entitled Summary of Stored Materials, and Agreement and Bill of Sale Certification for Stored Materials, respectively.

10.1.3 In making such progress payments for Work, the College will retain 10% of the approved Invoice of Payment until final acceptance and completion of all Work covered by the Contract. All material and work covered by progress payments made shall thereupon become the sole property of the College, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of all materials and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the College to require the fulfillment of all of the terms and conditions of the Contract.

10.1.4 If performance or payment bonds are required under this contract, the College shall pay to the Contractor the total premiums paid by the Contractor to obtain the bonds. This payment shall be paid at one time to the Contractor together with the first progress payment otherwise due after the Contractor has (1) furnished the bonds (including coinsurance and reinsurance agreements, when applicable), (2) furnished evidence of full payment to the surety company, and (3) submitted a request for such payment. The payment by the College of the bond premiums to the Contractor shall not be made as increments of the individual progress payments and shall not be in addition to the contract price.

10.1.5 Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid upon satisfactory completion, by the Contractor, of all contract close-out requirements, completion of a College audit on all contract values and payments, and after the Contractor shall have furnished the College with a release of claims against the College, arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release.

10.1.6 Upon satisfying the above conditions the Contractor shall submit a properly executed invoice for final payment to the College.

10.1.7 If, for any reason, the Contractor refuses final payment, the project shall be closed out by the College unilaterally processing a Final Acceptance Certificate. All residual funds will be held in escrow by the College until all claims of the College and all Contractors are satisfied.

10.1.8 In addition to other warranties required by provisions of the Contract and Specifications, the Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the College, either upon incorporation into the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances. This provision shall not be construed
as relieving the Contractor from sole responsibility for the care and protection of materials and Work upon which payments have been made, or the restoration of any damaged Work, or as a waiver by the College of its rights to require fulfillment of all terms of the Contract.

10.1.9 Recommendation for Approval of a Requisition for Payment will constitute a representation by the Construction Manager to the Contracting Officer, based on its inspections at the site and data contained in the Requisition for Payment, that the Work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment in the amount certified. By recommending approval of requisition for payment, however the Construction Manager shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how and for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

10.1.10 If any corporation licensed to do business in New Jersey shall be or become delinquent in the payment of taxes due that State, unless under an active appeal process, the Contracting Officer may withhold monies due the said corporation for the purpose of assuring the payment to the State of such taxes.

10.1.11 The Contractor shall pay each Subcontractor, no later than seven calendar days after receipt of payment from the College the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

10.1.12 The Contracting Officer will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the College, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

10.1.13 The Contracting Officer has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the College to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven calendar days, the College shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the College, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

10.1.14 The Contracting Officer or its authorized representatives may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the College, if in the Contracting Officer’s or its authorized representatives opinion the representations to the College required by the Contract Documents cannot be made. If the Contracting Officer or its authorized representatives are unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and The College. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Contracting Officer or its authorized representatives will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Contracting Officer or its authorized representatives are able to make such representations to the College. The Contracting Officer or its authorized representatives may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Contractor Officer’s or authorized representatives opinion to protect the College from loss for which the Contractor is responsible, including loss resulting from the acts and omissions because of

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the College is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
(5) damage to the College or a separate contractor;
(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
(7) repeated failure to carry out the Work in accordance with the Contract Documents.

10.1.15 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

10.1.16 The Contracting Officer or its authorized representatives may reduce line items previously approved and paid should it be found that the work represented as complete is rejected or not complete. Held retainage will not serve for these discoveries.

10.1.17 If the Contracting Officer withholds certification for payment under this article, the College may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

10.1.18 Withholding Payment for Non-Delivery of Data:

(a) If technical data such as "As Built" drawings, reports, spare parts lists, repair parts lists, or the like, or instructions books (including operational and maintenance manuals), or any part thereof, are not delivered within the time specified by this contract or are deficient upon delivery, the Contracting Officer shall at its discretion, withhold from each invoice a percentage (in addition to any other retainage required by the Contract) or the contract price in accordance with the following table.

<table>
<thead>
<tr>
<th>Total Contract Price</th>
<th>Percentage to be withheld</th>
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<tbody>
<tr>
<td>Less than $250,000</td>
<td>5% of total contract</td>
</tr>
<tr>
<td>$250,000 to $1,000,000</td>
<td>2% of total contract</td>
</tr>
<tr>
<td>Over $1,000,000</td>
<td>1% of total contract</td>
</tr>
</tbody>
</table>

(b) The withholding of any sums pursuant to this Article shall not be construed as, or constitute in any manner, a waiver by the College of the Contractor's obligation to furnish the data required under this contract. In the event the Contractor fails to furnish these items, the College shall have those rights and remedies provided by law and pursuant to this contract in addition to, and not in lieu of, the sums withheld in accordance with this Article.

(c) Separate line items based on corresponding percentage representing the above data shall be included in the schedule of values as follows:
   - As-Built Drawings
   - Closeout Documents

10.2 Application for Payments

10.2.1 An Application for Payment is a written request for payment under the Contract for supplies delivered or for service rendered. In order to be proper, an invoice must include as applicable the following:

(a) Total Amount - Payee Name and Address - Department/Agency - Payee
Declaration - Payee Reference Number - Payee Identification Number.

(b) Contract Number - Contractor's Name - Period of this Estimate - Estimate Number - Completion Date - Date - Number of Sheets - Item Number - Item Description - Contract Totals: Quantity/Unit/Unit Price/Amount - This Period: Quantity/Amount - To Date: Quantity/Amount - Certification by payee - Certification of completion signed by A/E Representative. Approved for payment signed by the Contracting Officer.

- Amount Retained - Previous Payment Requests - Total Deductions - Amount Due Contractor.

All invoices are to be sent to the College's authorized representative at the address provided at the Pre-Construction Conference. Receipt shall start the prompt payment clock unless returned to the Contractor for correction within thirty (30) calendar days after receipt. Ref. 10.2.4(d) below.

10.2.2 Any other information or documentation required by other provisions of the Contract.

10.2.3 Invoices shall be prepared and submitted in original plus two copies unless otherwise specified.

10.2.4 For purposes of determining if interest begins to accrue under the State's Prompt Payment Act:

(a) A proper invoice will be deemed to have been received when it is received by the office designated in the Pre-Construction Conference for receipt of invoices and acceptance of the supplies delivered or services rendered has occurred;

(b) Payment shall be considered made on the date on which a check for such payment is dated;

(c) Payment terms (e.g., "net 20") offered by the Contractor will not be deemed a "required payment date"; and

(d) The following periods of time will not be included:

(1) After receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed thirty (30) calendar days; and

(2) between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown on the notice.

10.3 Interest

10.3.1 Interest shall be paid on the amount due the Contractor pursuant to a properly executed State invoice (Ref. General Condition 10.2.0 "Invoices") if the required payment is not made on or before the required payment date.

10.3.2 The required payment date shall be sixty (60) calendar days from the receipt of a properly executed State invoice or sixty (60) calendar days from receipt of supplies or services, whichever is later.

10.3.3 Interest on amounts due shall be paid to the Contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn. The interest shall be paid at a rate which the State Treasurer shall specify as applicable on the 30th day after the enactment of the New Jersey Prompt Payment Act.
Payment Act and by the 30th day after the end of each fiscal year thereafter.

10.3.4 In determining the rate, the Treasurer shall take into consideration current private commercial rates of interest for new loans maturing in approximately five years. The treasurer shall publish the rate.

10.3.5 No interest charge as required by this provision shall become a debt of the State until it exceeds $5.00.

10.3.6 Interest may be paid by separate payment to the Contractor, but shall be paid within thirty (30) calendar days of payment of the original invoice.

10.3.7 The State Treasurer shall have the right to waive the interest payment for delinquencies due to circumstances beyond the control of the Contracting Officer (or other State or College representatives involved in the processing of contractor invoices) including but not limited to strikes and natural disasters, and for contracts entered into prior to the effective date of the law.

10.3.8 Nothing in this provision nor the New Jersey Prompt Payment Act shall be construed as permitting the accrual of prejudgment interest in the case of a disputed contract for which a notice of claim has been filed pursuant to N.J.S.A. 59:13-1 et seq., as provided in N.J.S.A. 59:13-8.

10.4 Substantial Completion

10.4.1 At the request of the College, the Construction Manager, the Architect/Engineer, Contractor and the College representative shall make a joint inspection of the Work, and if all determine that the Work is substantially completed, the College shall give Notice of Substantial Completion for Beneficial Use. Such certification shall in no way relieve the Contractor of any contractual obligation or in any way relieve the Contractor from responsibility to promptly complete punch list work.

10.4.2 Standard Guarantee period for equipment, workmanship and materials shall commence on the date of acknowledgement of substantial completion of the project or portions thereof so certified or from the time of completion and acceptance of equipment, work or materials in question, whichever is later, unless specified to the contrary as a condition of partial acceptance.

10.5 Use and Possession Prior to Completion (Beneficial Occupancy)

10.5.1 The College shall have the right to take possession of or use any completed or partially completed part of the work. Prior to such possession or use, the Contracting Officer shall furnish the Contractor an itemized list of work remaining to be performed or corrected on such portions of the project as are to be possessed or used by the College, provided that failure to list any item of work shall not be deemed an acceptance of any work under the contract. While the College has such possession or use, the Contractor, notwithstanding the provisions of the Article of this contract entitled "Permits - Laws - Regulations", shall be relieved of the responsibility for the loss or damage to the work resulting from College possession or use. If such prior possession or use by the College delays the progress of the work or causes additional expense to the Contractor an equitable adjustment in the contract time of completion will be made and the contract shall be modified in writing accordingly.

10.6 Final Completion and Final Payment

10.6.1 Upon completion of the Work, the Contractor shall forward to the Contracting Officer a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Contracting Officer a final Contractor’s Application for Payment. Upon receipt, the Contracting Officer and its authorized representatives will evaluate the completion of Work of the Contractor and then forward the notice and Application, with recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Contracting Officer will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge,
information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

10.6.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Contracting Officer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the College or the College’s property might be responsible or encumbered (less amounts withheld by the College) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to the College, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the College, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the College. If a Subcontractor refuses to furnish a release or waiver required by the College, the Contractor may furnish a bond satisfactory to the College to indemnify the College against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the College all money that the College may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

10.6.3 After the final punch list is sent to the Contractor, he shall complete all work within thirty (30) calendar days from the date of the list. This shall include all unfinished work, testing, adjusting, balancing and regulating all systems; providing all test reports instructions to College; maintenance manuals; certificates of approval, as-built and completion of all required forms.
ARTICLE 11
UNCOVERING AND CONSTRUCTION OF WORK

11.1 Uncovering of Work

11.1.1 If any portion of the Work is covered prior to inspection conducted by the Contracting Officer, the Architect/Engineer, or the Construction Manager, especially work specifically required by the Contract Documents to be inspected, it shall be uncovered for observation. Uncovering and replacement of covering shall be at the installation Contractor's expense. The Contractor is obligated to advise the Contracting Officer or the Construction Manager of all work scheduled to be covered which is reasonably subject to prior inspection before actual covering.

11.1.2 If any other portion of the Work (not specifically required to be inspected) has been covered, which the Contracting Officer, the Architect/Engineer, or the Construction Manager did not make a request to observe prior to being covered, a request may subsequently be made to inspect such Work, and it shall be uncovered by the installation Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate change order, be reimbursed by the College. If the work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs, unless it is found that this condition was caused by the College, in which event the Contracting Officer shall be responsible for the payment of such costs.

11.2 Correction of Work

11.2.1 The Contractor shall promptly correct all Work rejected by the Contracting Officer, the Architect/Engineer, or the Construction Manager as defective or as failing to conform to the Contract Documents, whether observed before or after Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the Architect/Engineer's additional services, if any.

11.2.2 The Contractor shall remove from the Site all portions of the Work which are defective or nonconforming and which have not been corrected unless removal is waived by the Contracting Officer.

11.2.3 If the Contractor fails to correct defective or non-conforming Work in a timely manner, the Contracting Officer may make arrangements for such correction by others and charge the cost of so doing to the responsible Contractor and/or its Sureties.

11.2.4 If the Contractor does not proceed with the correction of such defective or nonconforming work within a reasonable time, fixed by written notice from the Contracting Officer, the Architect/Engineer, or the Construction Manager, the Contracting Officer may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay for the cost of such removal and storage within ten (10) days thereafter, the Contracting Officer may upon ten (10) days additional written notice sell such material and equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all of the costs which are the responsibility of the Contractor, including compensation for the Architect/Engineer's additional services, if any. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate credit Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or its Surety shall pay the difference to the College.

11.2.5 The Contractor shall also be responsible for the cost of making good all Work destroyed or damaged by such correction or removal.

11.2.6 Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents.
11.3 Acceptance of Defective or Nonconforming Work

11.3.1 If the Contracting Officer determines that the best interests of the College will be served by accepting defective or nonconforming Work, he may do so instead of requiring its removal and correction. In such instance, a Change Order will be issued to reflect an appropriate and equitable reduction in the Contract Sum. Such adjustment shall be effected regardless of Final Payment having been previously made, and the Contractor and/or its Surety shall be responsible for promptly providing any funds due the College as a result thereof.
ARTICLE 12
PROTECTION OF PERSONS AND PROPERTY

12.1 Safety Precautions and Programs

12.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated by the Contractor, in writing, to the College and the Construction Manager. In addition, the Contractor at its cost shall have an independent safety inspection firm perform inspections on a bi-weekly basis. All inspection reports and safety violations shall be provided to the Construction Manager.

12.2 Safety of Persons and Property

12.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

a. Every employee on the Work and all other persons who may be affected thereby;

b. All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and

c. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

12.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

12.2.3 All workers on the project site are to wear hard hats and safety glasses as a minimum, no exceptions. A worker will be given one (1) warning for a violation of this requirement. Should the same worker be observed again violating this requirement, the Contractor will be required to remove the worker from site permanently.

12.2.4 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including rails, night lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying Colleges and users of adjacent utilities, and other means of protection against accidental injury, or damage to persons and property.

12.2.5 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

12.2.6 No Contractor shall load or permit any part of the Work to be loaded so as to endanger its safety.

12.2.7 The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any of its Subcontractors, Sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the College or Architect/Engineer, or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to RCNJ Project No.: 12-240.6C
the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations stated elsewhere herein.

12.3 Emergencies

12.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act with diligence, at its discretion, to prevent threatening injury, damage or loss. In such case, he shall immediately notify the Contracting Officer, through the Construction Manager, of the action taken.
ARTICLE 13

INSURANCE AND INDEMNITY

13.1 Contractor Insurance Requirements

13.1.1 The Contractor shall secure and maintain in force for the term of the Contract, insurance coverage provided herein. All insurance coverage is subject to the approval of the College and shall be issued by an insurance company authorized to do business in the State of New Jersey and which maintains an A.M. Best rating of A- (VII) or better. The Contractor shall provide the College with current Certificates of Insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the College and ten (10) days written notice for non-payment of premium. All insurance required herein shall contain a waiver of subrogation in favor of the College. The CGL insurance required herein, including independent contractors, products/completed operations, contractual and professional liabilities, shall name Ramapo College of New Jersey, the State of New Jersey, the New Jersey Educational Facilities Authority, the Architect/Engineer and Construction Manager as additionally insured.

13.1.2 Commercial General Liability insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. Coverage for bodily injury and property damage claims arising out of the professional acts of the general contractor and subcontractors shall also be included. The policy shall not include any endorsement that restricts or reduces coverage as provided by the ISO CG0001 form without the approval of the College. The minimum limits of liability shall not be less than a combined single limit of two million dollars ($2,000,000) per occurrence, two million dollars ($2,000,000) general aggregate, two million dollars ($2,000,000) product/completed operations aggregate. A “per project endorsement” shall be included, so that the general aggregate limit applies separately to the project that is the subject of this contract.

13.1.3 Comprehensive Automobile Liability covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of one million dollars ($1,000,000) per occurrence.

13.1.4 Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction required to protect the employees of the Contractor and any Subcontractor who will be engaged in the performance of this Contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers’ Liability Protection with a limit of liability not less than one million dollars ($1,000,000) bodily injury, each occurrence, one million dollars ($1,000,000) disease, each employee, and one million dollars ($1,000,000) disease, aggregate limit. Including the employer’s liability insurance under the umbrella insurance can satisfy the limit requirements.

13.1.5 The Contractor shall obtain and maintain a separate Colleges and Contractor’s Protective Liability Insurance Policy for the same limits of liability as specified for the Commercial General Liability Insurance in the name of the College, the State of New Jersey and the New Jersey Educational Facilities Authority. The Architect/Engineer, and the Construction Manager are to be the named as additional insured. The policy shall be maintained in force for the term of the Project or one year, whichever is longer.

13.1.6 Excess Liability, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer’s liability insurance shall be provided with minimum limits of five million dollars ($5,000,000) per occurrence, five million dollars ($5,000,000) general aggregate, and five million dollars ($5,000,000) products/completed operations.

13.1.7 The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals.
thereof for each subcontractor prior to the subcontractor’s beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the College upon request.

13.1.8 The Contractor shall submit a separate declaration from the commercial general liability and excess umbrella insurance carriers specifically confirming that there are no exclusions within each policy for roofing replacement work.

13.2 Insurance to be carried by The College

13.2.1 The College shall provide insurance protection in the form of a Builders Risk Insurance or similar Policy upon the structure for which the Work on this Contract is to be done. The structure will be insured for 100% of the insurable replacement value thereof including materials, owned by the College, in place or to be used as part of the permanent construction including surplus materials.

13.2.2 This insurance shall not protect against damage or loss to any of the Contractor's or Subcontractor's tools, equipment, scaffolding, staging towers or forms, Contractor's materials and sheds or other temporary structures erected for use by the Contractor or Subcontractors. It is understood that the Contractor will at their own expense, carry all insurance which may be required to provide the necessary protection against such loss or damage herein described which insurance shall contain a waiver of any right of subrogation against the College.

13.2.3 The insurance procured by the College under this paragraph may provide for a deductible. The Contractor shall assume the responsibility for any deductible for any builder’s risk loss it may make claim for under this policy.

13.2.4 The Contractor shall immediately notify the College, in writing and take any other appropriate steps as may be required under the standard Builder's Risk Insurance Policy in effect in the event of any loss. Prior to the acceptance of the building by the College, the Contractor shall, at the College's option, replace and repair the damaged Work as originally provided in the drawings and specifications at no additional compensation to that provided in the original contract.

13.2.5 All losses will be adjusted with, and payable to, the College.

13.2.6 Contractor shall not include any cost for Builders Risk insurance premiums as described herein. However, this provision shall not relieve the Contractor from their obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and their Surety shall be obligated to full performance of the Contractor's undertaking.
ARTICLE 14

CHANGES IN THE WORK

14.1 Changes to Contract

14.1.1 The Contracting Officer may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to, changes:

1. In the specifications (including drawings and designs);
2. In the method or manner of performance of the work;
3. In the College furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

14.2 Processing of Contractor Requests for Equitable Adjustment

14.2.1 Notwithstanding any other Article of this contract, any time extensions for changes in the work depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The contract modification making such time extension will provide for an extension of contract completion date only for those specific elements so delayed and will not alter the contract completion dates for other portions of the work. This contract modification may further provide for an equitable readjustment of liquidated damages pursuant to the new completion schedule.

14.2.2 The Contractor, in connection with any request he makes for an equitable adjustment, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall cover all work involved in the change whether such work was deleted, added or changed. The breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit. Any amount proposed for subcontracts shall be supported by a similar price breakdown. In addition, if the request includes a time extension, a justification shall also be furnished. The request, together with the price breakdown and time extension justification, shall be furnished by the date specified. It is the Contractor’s responsibility to include all direct and indirect work related to a change in the request. If the Contractor fails to identify work in the request that is later discovered as a result of the change, the work will be completed at no additional cost to the College.

14.2.3 If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract modified in writing within three (3) days of discovery of the change. If a change is submitted for work performed without prior notification, the College is not responsible for the cost of the change since the avoidance of such costs was not afforded to the College.

14.2.4 Contractor change order requests are to be submitted for approval by the College and shall include the following components:

1. Direct Materials – Direct material costs shall consist of actual cost of materials purchased by the Contractor. Contractors are to list all materials with quantities and unit prices along with bill of sale from the applicable vendor.

2. Direct Equipment – Rental and operating costs for equipment only, either rented or owned, by
the Contractor. The equipment shall be listed with quantity of hours and hourly rate. Costs for operation will only be approved for actual operation for the approved change in work. For verification of the rate charged, the Contractor shall furnish a comparable rental rate from a vendor.

3. Direct Labor – The term direct labor shall include working foremen (non-working foremen are considered overhead), journeymen, apprentices, equipment operators, and/or laborers directly assigned to the approved change in work by the Contractor. The total hourly rate shall be calculated and include only the following:
   a. Base hourly rate consistent with the requirements of the New Jersey Prevailing Wage Act law.
   b. Labor burden shall only include social security and medicare taxes, federal unemployment taxes, state unemployment taxes, and workman’s compensation.
   c. Fringe costs shall only include, if applicable, welfare, pension, annuity, and education/training benefits. Costs such as small tools, vacation, etc. are considered overhead costs.

4. Indirect Costs – Included are costs which are neither direct construction material, equipment, or labor costs. Allowable indirect costs are for document reproduction of drawings only, engineering if applicable, premium freight charges if approved by the College, and permits. No other indirect costs will be considered. Copies of invoices are to be provided for billing verification.

5. Subcontracted Work – All subcontracted work shall be itemized similar to items 1 through 4 above. The Contractor agrees to incorporate this provision in each of its subcontracts. A maximum Subcontractor markup of 10% (overhead and profit included) shall be applied to their total direct material, equipment, labor, and indirect costs. The 10% markup shall apply to deleted work as well. Subcontractor breakdowns are to be provided for billing verification.

6. Markup – A markup of 5% shall be applied to the subtotal of items 1 through 5. This markup shall cover overhead costs such as dumpsters, office personal, project managers, field superintendents, mailing, reproduction, safety, temporary utilities, company vehicles and mileage, etc. and profit. Costs not defined in items 1 through 5 are considered overhead. The 5% markup shall apply to deleted work as well.

7. Bond and Insurance Premiums – A maximum of 1% shall be applied to the subtotal of items 1 through 6 above.

When more than one tier of subcontracts exists, for the purpose of markups, they shall be treated as on subcontract.

14.2.5 When there is an agreement on equitable adjustment of the contract sum and time, the Construction Manager will prepare a Change Order which will formally adjust the contract sum and/or milestone dates.

14.2.6 The Contracting Officer in order to avoid delays in the progress of work or when in the best interest of the College, at its discretion, may direct the Contractor, in writing, to proceed with a change without a prior agreement on costs or when the work is disputed to be within the contract. Such direction shall be in the form of a letter of direction. If the Contractor intends to assert a request for an equitable adjustment under this Article, he must do so to the Contracting Officer or, if instructed, to its designated Construction Manager in sufficient detail and in accordance with this Article, within seven (7) calendar days after receipt of the letter of direction.

14.2.7 If an agreement cannot be reached on a lump sum change order request, the Contracting Officer may direct the Contractor, in writing, to proceed with the change on a “time and material” basis, not to exceed the amount proposed in the change order request. The entire scope of the change must be completed at no additional cost.
cost to the College regardless if the actual cost exceeds the proposed amount.

14.2.8 Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's request for adjustment, the Contracting Officer shall have the right to prescribe the manner of deposition of such property.

14.2.9 Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the Article of this contract entitled "Contracting Officer Hearing." However, nothing in this Article shall excuse the Contractor from proceeding with the contract as changed.

14.2.10 Contractor must submit a request for contract adjustment on the provided form by the Construction Manager at the project kick-off meeting. Request's not on the required form will be returned without action.
ARTICLE 15

ASSIGNMENT OF ANTITRUST CLAIM(S)

15.1 Assignment of Antitrust Claim(s)

15.1.1 Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the College, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods or services purchased or acquired by the College pursuant to this Contract.

In connection with this agreement, the following are the express obligations of the Contractor:

a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.

b. It will advise the Attorney General of New Jersey:

(1) In advance of its intention to commence any action on its own behalf regarding such claim or cause(s) of action;

(2) Immediately, upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s), of the pendency of such action; and

c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its behalf or becomes aware that such an action has been filed on its behalf by any other person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the College the aliquot share thereof, if any, assigned to the College hereunder.
ARTICLE 16

AFFIRMATIVE ACTION REQUIREMENTS

16.1 Policy Statement

It has long been the policy of the College to promote equal employment opportunity by prohibiting discrimination in employment and requiring affirmative action in performance of contracts funded by the College. This policy has been reinforced and expanded by an act of the Legislature. The new statute, New Jersey Public Law 1975, Chapter 172, provides that no public works contractor can be awarded, nor any monies paid, until the prospective contractor has agreed to contract performance which complies with the approved Affirmative Action Plan. The law applies to each political subdivision and agency of the State and includes procurement and service contracts as well as construction contracts. This section was prepared to explain the affirmative action requirements and procedures for public agencies awarding contracts and for contractors bidding on contracts. To assure effective implementation of the affirmative action law while allowing the business operations of a government to proceed efficiently, these regulations are designed to minimize administrative paperwork, and delays.

16.2 Mandatory Language

During the performance of this contract, the contractor agrees as follows:

a. 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, gender, affectional or sexual orientation. 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 or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, 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 non-discrimination clause.

b. 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 or sex.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by (A), (B) and (C) below as long as the Affirmative Action Office is satisfied that the contractor is scheduling workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire minority and female workers consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (C) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above; or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least one approved minority referral organization of its manpower needs; and request referral of minority and female workers;
(2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;

(4) To leave standing requests for additional referral of minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;

(6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of paragraph (D) below.

(ii) If the contractor's or subcontractor's
workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Affirmative Action Office.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees or trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form at time of award of construction contract and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The contractor agrees to cooperate with the Public Agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction
projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).
SUPPLEMENTAL CONDITIONS
Dated July 27, 2012
Prepared by Cambridge Construction Management, Inc.

The following amendments have been made to the Bid Documents from the bids received on July 17, 2012:

ITEMS NOT IN CONTRACT
1. Removal of any audio visual/computer/phone equipment.
2. Abatement of exterior window caulking.
3. Abatement of white sealant at duct insulation seams in the penthouse (NO ABATEMENT WORK REQUIRED IN PENTHOUSE)

ADDITIONAL BID REQUIREMENTS/CLARIFICATIONS
1. All demolition and abatement work to performed at night, 10:00 pm – 7:00 am.
2. The Contractor must provide a full time non-working field superintendent while work is being performed onsite. Working superintendents will not be accepted.
3. DPMC Prequalifications are not required for this project.
4. Parking will be determined by Cambridge Construction Management. There will be no parking next to the building. Parking will be allowed in the Mackin/Bischoff Halls parking lot.
5. No structural components of the building are to be removed during demolition.
6. The existing passenger elevator is not to be used during demolition.
7. Dumpsters cannot be placed within 15’ of the building at any time. Contractor shall make provisions in their bid for costs related to equipment or scaffolding for dumpster chutes because of this fire code requirement.

CHANGES TO DOCUMENTS
1. Eliminate abatement drawing AA.3 (Work will be performed by others)
2. Disregard all notes on drawings that state Owner will perform abatement work. This contract includes abatement work detailed in the specifications and drawings included in the bid documents.

END OF ADDENDUM #1
RAMAPO COLLEGE OF NEW JERSEY

G-Wing 3rd and 4th Floor Early Demolition

Specifications

Mitchell/Giurgola Architects, LLP
Joseph R. Loring & Associates, Inc.

29 March 2012
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PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

A. The Work of this Section includes all labor, materials, equipment and services necessary to complete the selective demolition and alteration work as shown on the drawings and/or specified herein, including but not limited to the following:

1. Alterations, selective demolition and removals as noted on drawings and as required to accommodate new construction.
2. Removal of debris.
3. Protection of existing building and spaces to remain, and shoring of the structure as required for structural integrity and personal safety.
4. Patching and refinishing of existing surfaces damaged as a result of this work.
5. Protection.

1.3 QUALITY ASSURANCE

A. The Contractor shall comply with the requirements of all applicable Federal, State and local safety and health regulations regarding the demolition of structures including ANSI/NFPD 241-Building Construction and Demolition Operations.

B. The Contractor shall be responsible for any damage to any adjacent structures or buildings to remain.

C. Qualifications: Qualifications of Contractor for work of this Section shall not be less than ten (10) years of field experience in work of this nature.

D. Professional Engineering: The Contractor shall retain the services of a Professional Engineer licensed in the State of New Jersey, who shall design and supervise installation of all underpinning and shoring.

1.4 RELATED SECTIONS

A. Alteration and removal requirements for mechanical and electrical work - Mechanical and Electrical Sections.

1.5 SUBMITTALS

A. Schedule of Demolition Operations: Submit demolition procedures and operational sequence for Architect’s review prior to start of work. Submit a
written request to Architect well in advance of executing any cutting or alteration which affects:

1. The work of tying in or connecting to operational systems of the building, including electrical, mechanical and security systems.
2. The work of the Owner or any separate Contractor.
3. The structural value or integrity of any element of the project or of adjacent structures.
4. The integrity or effectiveness of weather-exposed and moisture-resistant elements or systems.
5. The efficiency, operational life, maintenance, or safety of operational elements or systems.

B. Notice of Differing Conditions: Submit a written notification if, during the work of demolition and cutting, conditions are discovered which significantly vary from those shown on the drawings. Do not commence work until approval of Architect.

C. Shop Drawings: Submit the following prior to starting work:

1. Submit for Architect’s information shop drawings indicating location and typical construction details of temporary dustproof and weatherproof partitions.
2. Submit drawings of temporary structural shoring, bracing, framing or support, for the information of the Architect. Such drawings will be reviewed by the Structural Engineer for the effects of such temporary members on the structural elements to remain. These drawings shall include the reason for such temporary members, the location, the direction and magnitude of design reaction forces on existing structure, and details showing how these reaction forces will be applied to the existing structure.
   a. Shop drawings shall be submitted with the Seal of the P.E. engaged by Contractor; P.E. must be licensed in the State of New Jersey.
   b. The Architect will receive acknowledgment for concepts shown. Such acknowledgments shall be of the concept only and not of actual capacities or structural design and shall not in any way diminish or limit the Contractor’s responsibility for the quality and performance of the work and for protecting existing structures and facilities.

1.6 SPECIAL PRECAUTION

A. Hazardous materials may be encountered during demolition operations including asbestos; comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

1.7 JOB CONDITIONS

A. Condition of Structure

1. The Contractor for the work of this Section shall be held to have visited the site, examined the premises, determined for himself the existing conditions,
character of equipment and facilities needed for the performance of the work, and all matters which may in any way affect the work before submitting a bid.

a. Information regarding existing construction or conditions is based on available record drawings which may or may not truly reflect existing conditions. Such information is included on the assumption that it may be of interest to the Contractor, but the Architect, Owner and their consultants do not assume responsibility for its accuracy or completeness.
b. Notify the Architect if, during the course of demolition, conditions are discovered which significantly vary from those shown on the drawings. Do not proceed until authorized by Architect.

2. The Contractor shall accept the condition of the site and structures as found. The Architect and Owner assume no responsibility for condition of site or structures nor the continuation of the condition existing at time of bidding or thereafter.

B. Areas of building to be demolished or altered will be vacated and discontinued in use prior to the start of the work.

1. Surrounding areas of the building shall remain operational by the Owner.

C. Partial Removal

1. Items of savable value to the Contractor may be removed from the structure as the work progresses. Salvaged items must be transported from the site as they are removed.

2. Storage or sale of removed items on the site will not be permitted.

D. Explosives: The use of explosives will not be permitted.

E. Traffic

1. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks and other adjacent occupied or used facilities.

2. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

F. Utilities

1. Refer to Division 22 and 26 of the specifications for special requirements concerning utilities and services.

2. Maintain any existing utilities required to remain; keep in service and protect against damage during demolition operations.

3. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide
temporary services during interruptions to existing utilities, as acceptable to the governing authorities.

4. Disconnect and seal any abandoned utilities before starting demolition operations. Coordinate all work with local utility companies having jurisdiction.

1.8 SCHEDULING

A. Before commencing any alteration or demolition work, submit for review by the Architect, and approval of the Owner, a schedule showing the commencement, the order, and the completion dates for the various parts of this work.

B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to the structures to remain, notify the Architect and the Owner 7 days in advance and obtain the Owner's approval in writing before proceeding with this phase of the work.

PART 2 PRODUCTS

Refer to Part 3 - Execution, for Product Requirements

PART 3 EXECUTION

3.1 PROTECTION

A. Take full precautions to protect workmen, passersby or any other persons from falling debris and other hazards of demolition operations.

B. Execute demolition work to insure protection of existing portions of building to remain against damages which might occur from falling debris or other cause. Do not interfere with use of adjacent occupied buildings and areas. Maintain free, safe passage to and from occupied adjacent buildings.

C. Materials Placement: Do not load structure with weight that will endanger, overload or cause excessive deflection of the existing structure, or that will damage finished surfaces adjacent to and/or supported by the existing structure, except portions being removed.

D. Construction Operations: Do not employ any construction operation, equipment or vehicles that will endanger, overload or cause excessive deflection of the existing structure, or that will damage finished surfaces adjacent to and/or supported by the existing structure, except portions being removed.

E. Provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the work and property at all times, including Saturdays, Sundays, and holidays.

F. Be responsible for any and all damages which may arise or occur to any party whatsoever by reason of the neglect in providing proper lights, guards, barriers, or any other safeguards to prevent damage to property, life and limb.
G. Make such explorations and probes as are necessary to ascertain any required protective measures before proceeding with demolition and removal. Give particular attention to shoring and bracing requirements so as to prevent any damage to existing construction.

1. Provide interior shoring, bracing, or support to prevent movement or settlement or collapse of structures to be demolished and adjacent facilities to remain. The Contractor's Professional Engineer shall advise on bracing, shoring, underpinning, or other structural requirements. The Contractor shall bear all responsibility for prevention of movement or other structural fault.

2. The Contractor shall restore, by repair or otherwise, the portions of structure or their contents altered by the Contractor in furtherance of his underpinning and support operations. Restoration shall be completed to the conditions which existed prior to the start of the work. Any damage caused by inadequate support shall also be restored by the Contractor at no cost to the Owner.

H. Provide, erect and maintain catch platforms, lights, barriers, weather protection, warning signs, and other items as required for proper protection of the workmen engaged in demolition and alteration operations, occupants of the building, public and adjacent property. Any damage caused by the Contractor's operations shall be promptly repaired by the Contractor at no cost to the Owner.

I. Provide and maintain temporary protection of the existing structure designated to remain where demolition, removal, and new work are being done, connections made, materials handled, or equipment moved.

J. Take necessary precautions to prevent dust and dirt from rising. Protect unaltered portions of the existing building affected by the operations under this Section by dustproof partitions and other adequate means.

K. Provide adequate fire protection in accordance with local Fire Department requirements.

L. Do not close or obstruct walkways, passageways, or stairways. Do not store or place materials in passageways, stairs, or other means of egress. Conduct operations with minimum traffic interference.

M. Be responsible for any damage to the existing structure or contents by reason of the insufficiency of protection provided.

N. Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

3.2 INSPECTION

A. Verify that areas of demolition work are protected and temporary dustproof partitions have been installed.

B. Verify that construction to be removed is not load bearing or has been properly braced, framed or supported.

C. Inspect existing conditions of the project, including elements subject to damage or to movement during demolition and cutting.
D. After uncovering work, inspect the conditions affecting the installation or performance of the work.

   1. Report differing or questionable conditions to the Architect in writing; do not proceed with the work until the Architect has provided further instructions.

3.3 PREPARATION

A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work

B. Provide devices and methods to protect other portions of the project from damage.

C. Pollution Controls

   1. Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.

      a. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

   2. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing prior to the start of the work.

   3. Provide drainage for temporary water use.

3.4 DEMOLITION AND CUTTING

A. Selectively demolish existing construction in conformance with the drawings and these specifications.

   1. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surface to receive installation of work by others and patching of finish surfaces.

   2. Do all cutting or removal so as to leave neat, true, plumb and square edges, at edges to remain. Use carborundum or diamond saw equipment for cutting masonry, concrete and stone work, where edges or surfaces are to remain.

   3. Do not cut or remove construction which might weaken or impair the structural integrity or strength of the structural framing or support systems which are to remain.

   4. Demolish and remove materials as shown on the drawings without damage to the remaining parts of the structure or mechanical/electrical/utility systems.

   5. Remove materials so as to not impose excessive loads in supporting walls, floors or framing and so as not to damage remaining undemolished portions of the structure.
6. Where portions of structures are to be removed, remaining portions shall be protected from damage and prepared to fit new construction. Damage to portions of structures to remain shall be repaired.

7. Proceed with demolition in a systematic manner.

8. Demolish concrete and masonry in small sections.

B. Shoring

1. Design, provide, erect and maintain necessary temporary shoring, bracing, framing, or support where load bearing structural or supporting members are removed or weakened by cuts or openings or are subject to damage from demolition operations, and otherwise as required for safety or to protect finish surfaces from damage.

2. Construction and adequacy of the shoring shall be the entire responsibility of the Contractor. Any damage caused by the inadequacy of the shoring or other support shall be the responsibility of the Contractor to remedy at no additional expense to the Owner.

3. Shoring and bracing shall remain until new structural framing and/or supports are installed. Coordinate operations fully with other trades.

4. Be ready at any time to promptly provide, add to, or strengthen temporary shoring, bracing, or support for existing work, in case existing construction begins to show signs of structural stress.

3.5 WORKMANSHIP STANDARDS FOR ALTERATION AND REMOVAL WORK

A. Cut, remove, alter, temporarily remove and replace, or relocate existing work as required for performance of the work. Perform such work required with due care, including shoring and bracing.

B. Coordinate patching involving the various trades whether or not specifically mentioned in the respective specification Sections.

C. Materials or items demolished and not designated to become the property of the Owner or to be reinstalled shall become the property of the Contractor and shall be removed from the Owner’s property.

D. Execute the work in a careful and orderly manner, with the least possible disturbance to the public and to the occupants of the adjacent buildings.

E. In general, demolish masonry in small sections. Where necessary to prevent collapse of any construction, install temporary shores, struts, or bracing.

F. Materials to be removed by existing elevators shall be put in enclosed containers.

G. Where existing equipment and/or fixtures are indicated to be reused, repair such equipment and/or fixtures and refinish to put in perfect working order. Refinish as directed.

H. Cut out embedded anchorage and attachment items as required to properly provide for patching and repair of the respective finishes.
I. Where utilities are removed, relocated or abandoned, cap, valve, plug, or by-pass to make complete and working installation.

J. Restore existing pipe and duct coverings damaged by work under this Contract to original undamaged condition.

K. Immediately restore to service and repair any damage caused by Contractor’s workmen to existing pipe and conduits, wires, cables, etc., of utility services or of fire protection systems and communications systems which are not scheduled for discontinuance or abandonment.

L. Upon completion of contract, deliver work complete. Damage that may be caused by Contractor or Contractor’s workmen to existing structures designated to remain, grounds, and utilities shall be repaired by Contractor and left in as good condition as existed prior to damaging.

M. Restore finish work of floors, walls, and ceilings remaining in place but damaged or defaced because of demolition or alteration work to condition equal that which existed at beginning of work under this Contract.

N. Where alteration or removals expose damaged or unfinished surfaces or materials, refinish such surfaces or materials, or remove them and provide new or salvaged materials to make continuous surfaces uniform.

O. Perform new work and restore and refinish existing work in conformance with applicable requirements of the specifications, except as follows:

1. Materials for use in repair of existing surfaces, but not otherwise specified, shall conform to the highest standards of the trade involved, and be in accordance with approved industry standards, and shall be as required to match existing surfaces.

2. Workmanship for repair of existing materials shall, unless otherwise specified, be equal to similar workmanship existing in or adjacent to the space where the work is being done.

3. Installation of salvaged items where no similar items exist shall be done in accordance with the highest standards of the trade involved and in accordance with approved shop drawings.

P. Materials or items designated to become the property of the Owner shall be as shown on the drawings. Remove such items with care and store them in a location at the site to be designated by the Owner.

Q. Materials or items designated to be reinstalled shall be as shown on the drawings. Remove such items with care under the supervision of the trade responsible for reinstallation; protect and store until required. Replace materials or items damaged in their removal with similar new material.

R. The existing building shall not be used as a work shop. Neither shall the furnishings or equipment in any room be used as work benches. Should any damage occur during the progress of the work to any furniture, fixtures, equipment, or appurtenances therein, such damage shall be repaired, replaced or made good by the Contractor without extra cost to the Owner.
S. Where removing existing floor finish and base, remove all adhesive and leave floors and walls smooth and flush, ready to receive new finish.

T. Finish new and adjacent existing surfaces as specified for new work. Clean existing surfaces of dirt, grease and loose paint before refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General

1. Remove from the site debris, rubbish and other materials resulting from work of this Section.

2. Burning of removed materials from demolished structures will not be permitted on the site.

B. Removal: Transport materials removed from demolished structures and legally dispose of off site. Pay any and all fees associated with disposal work. Leave the site in an orderly condition to the approval of theArchitect.
PART 1 - GENERAL

1.01 PROTECTION

A. Contractor shall protect the work and material of all trades from damage by his work or workmen, and shall replace all damaged material with new material. The plan shall outline corrective action to repair and/or replace the object(s) including all materials to be utilized. Implementation of corrective plan shall be subject to final approval from the Architect.

The following systems are to remain active during the project:

1. Existing fire standpipe system.
2. Existing storm piping system.
3. All existing drainage equipment including pumps, pits, etc.
4. Existing electric service, distribution and circuiting.
5. Existing fire alarm system.
6. Existing elevator systems
7. Existing telecommunications systems
8. Existing Mechanical, Electrical, Plumbing, Fire Protection And IT Systems serving the 1st and 2nd Floors, all equipment and systems in the Penthouses and on the roof.
9. Emergency power system including, but not limited to, emergency generator systems, power, lighting, controls, elevator, etc.
10. Egress lighting.
11. Cellular Antenna systems.
12. Chilled water, steam, hot water services, risers and distribution.

Contractor shall be responsible for protecting and maintaining the above noted systems for the duration of the project. Contractor shall note that the building shall remain in operation throughout the duration of demolition.

B. Contractor shall be responsible for work and equipment until his work is finally inspected, tested and accepted; he shall protect his work against theft, injury or damage; and carefully store material and equipment received on site which is not immediately installed; close open ends of work with temporary covers or plugs during construction to prevent entry of obstructing material.

C. Contractor shall be responsible for the preservation of all public and private property, along and adjacent to the work, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes,
conduits and other underground structures or utilities, and shall carefully protect from disturbance or damage all property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

D. Where pipe, ductwork, insulation or equipment to remain is inadvertently damaged or disturbed, cut out and remove damaged section and provide new pipe, ductwork, insulation or equipment of equal capacity and quality.

E. Where conduit and wiring to remain are inadvertently damaged or disturbed, cut out and remove damaged portion and all damaged wiring from the source switchboard, panelboard or pullbox to the destination connection point. Provide new wiring of equal capacity.

F. Vibration: Contractor shall reduce the construction dust not to adversely affect operation of the building. Contractor shall keep vibration to a minimum and not have adverse affect to the operation of the building.

G. Dust Control: Provide adequate filters and dust collectors as required for building operation. Provide duct end caps for all open-ended ducts.

1.02 DEMOLITION WORK RELATED TO EXISTING WORK

A. Contractor shall disconnect and remove all abandoned, unused or discarded equipment (piping, conduits, wires, ductwork, tubing, etc.) from the areas of work as indicated on Drawings.

B. Contractor shall mark out all items to be removed and all items to remain in the field and review with the Construction Manager and Owner prior to demolition.

C. Provide firestopping at all conduit/pipe penetrations at rated construction, where ducts, piping/conduit, etc. have been removed.

D. Whenever existing equipment is disconnected from its services, remove all pipe, conduit or duct branches or runouts to the point of connection to the existing pipe riser or electrical panel or duct shaft as the case may be. Cap off pipes or ducts near the risers, valved outlets or at mains. Remove all ductwork as indicated on plans and provide sheet metal cap (minimum 24 gage) at all connections to existing ductwork that is to remain. Provide temporary ducts with dampers and valved pipes as required to keep system in operation and occupancy of building.

Remove all piping as indicated on plans and provide capped outlets at the point of connection to the existing risers or as indicated on plans. For steel piping to be removed, provide Steel Schedule 40 welded cap. For brass and copper piping, provide 95/5 (tin-antimony) soldered copper Type ‘L’ Cap. All waste and vent lines shall be capped with a no hub coupling.

E. All welding and soldering shall conform to the following:

1. General:
   a. All welding procedures, welders, and welding operators shall be qualified in accordance with the requirements of ASME/ANSI B31.9 and Section IX of the ASME Code, latest editions.
b. Welding procedures shall be reported on ASME Section IX Forms "QW," or its equivalent. Joint preparation sketches (to be included with the welding procedures) shall show all dimensions including tolerances, for bevel angle, land size, offset and root gap.

c. Contractor shall be responsible for the welding performed by personnel of his organization and shall conduct the required qualification tests and submit results to the Owner for his review and approval.

2. Processes:
   a. Employ the Manual Shielded Metal-Arc (SMAW) welding process.
   b. Use backing rings for welds above 6" diameter pipe.
   c. Double butt welding shall be permitted on all joints accessible from both sides. Where double butt-welding is employed, the first root pass shall be back-chipped.
   d. Welding of pressure parts shall be performed with low hydrogen type electrodes. Electrodes of Classifications E6012, E6013, E7014 and E7024 shall not be used.
   e. Provide ventilation and exhaust.

3. Brazing and Soldering:
   a. The Contractor shall prepare applicable "Brazing and Soldering Procedures" forms for approval of the Owner.
   b. Brazing shall conform to ASME Section IX.
   c. Soldering shall conform to the relevant procedures in the manuals of the Copper Development Association.
   d. The Owner may reject any brazed or soldered joint for lack of penetration or for other applicable grounds. These defective joints shall be redone until satisfactory.

4. Quality of Workmanship - In addition to conformance with the procedural and quality requirements set forth in the applicable Code or material specification, all welding shall meet the following requirements.
   a. Butt welds shall have full penetrations and shall be slightly convex with uniform height.
   b. Each weld shall be uniform in width and size throughout its full length.
   c. Each layer of welding shall be smooth, free of slag, cracks, pinholes, undercut in excess of 1/32" and completely fused to adjacent weld beads and base metal.
   d. Cover passes shall be free of coarse ripples, irregular surface, non-uniform bead patterns, high crown, and deep ridges or valleys between heads. The
surface smoothness of the finished weld shall be suitable for the proper interpretation of non-destructive examination of the weld.

e. Surfaces of parts to be joined by welding shall be cleaned of all oil, grease, paint, scale and rust with solvent and/or wire brushing.

f. Fillet weld size shall be in accordance with the applicable code or as specified on the drawings with full throat and legs of equal length.

g. Welding filler metal and welding flux shall be properly stored in such a manner as to insure that no damage to the coating or corrosion of weld rod will occur. Low hydrogen type electrodes shall be stored in enclosures which provide a regulated temperature as prescribed by the electrode manufacturer. All electrodes shall be properly identified.

h. Socket welds shall have a gap of approximately 1/16" between the bottom of the socket and the end of the pipe prior to welding. Socket welds shall have a minimum of two weld layers.

5. Repair and Weld Defects:

a. A weld is defective and shall be repaired if it does not meet the acceptance standard of each applicable non-destructive examination as defined ASME/ANSI B31.9, latest edition.

b. Repairs shall be made in accordance with ASME/ANSI B31.9, latest edition.

F. Cutting shall be done carefully in order not to disturb systems or services in areas where demolition is not required.

G. Fully charged fire extinguisher and/or active hoses are to be on sight for fire watch during all burning conditions that require Oxygen/Accel gas for cutting or welding, soldering and the creation of dust, that may activate the fire alarm system, requires that the system be put on bypass for the affected zones. Coordinate shutdown with Owner.

H. Equipment specified or indicated to be demolished shall be removed from the project site. All ballasts shall be tested for PCBs and mercury before removal. Test results shall be submitted to the Owner, and ballasts shall be disposed of properly.

I. All circuits affected by the demolition work shall be de-energized at their source prior to beginning any demolition work.

J. Provide additional support for all existing conditions, cabling and devices to remain which are affected by demolition of existing ceilings and partitions.

K. Protect existing systems, pipes, conduits and communications wiring to remain with flame retardant plywood.

L. Where portions of existing branch circuits or feeders are removed, maintain the continuity of circuiting to remaining devices and maintain and restore, if interrupted, all conduits, circuits and feeders passing through areas of work and servicing undisturbed areas.

M. Drawings are general in nature and do not indicate full extent of removal required, including all hangers, supports, ancillary devices, etc.
1.03 MODIFICATIONS TO EXISTING WORK

A. Contractor shall perform all work as shown or as specified, within the existing site and structures as part of this Contract without detriment to the existing systems or equipment to be kept in operation or maintained in their places.

B. For full extent of modifications/removals to be done to existing systems, Contractor shall inspect existing systems and site conditions to familiarize himself with the complexity of his work related to removals and relocations required or indicated on Contract Documents. All work shall be performed after review and approval by the Construction Manager.

As-Built drawings are not available on the existing installations.

C. All cutting shall be done only by mechanics skilled in the particular trade which is affected. No cutting shall be done without proper protections against damage, dirt and dust resulting therefrom or without proper safeguards to workmen and existing building.

D. Before cutting is started in any location, Contractor shall carefully investigate conditions influencing human and structural safety. Existing piping, wiring and items concealed in walls and slabs, wherever these walls and slabs are removed, shall be properly relocated, rerouted or removed as the case may require.

E. Contractor shall perform all finish masonry, repairing, restoring and finishing of all cut openings, closing up of existing openings, and removing and restoring the affected sections of the suspended ceilings.

F. If unusual circumstances necessitate temporary shutdown of any facilities or otherwise interfere with access to building, prior permission to do so shall be obtained from the Owner. Owner shall be given a minimum of 48 hours notice for such work.

G. Where alteration or renovation work is indicated to be performed in existing site or buildings, Contractor shall be responsible for maintaining and restoring the continuity of all systems affected. Contractor shall include all valves, caps, pumps, drains, temporary wiring, ductwork, piping, etc., for maintaining existing services.

H. In all areas where removal work is to be done, Contractor shall disconnect and remove from the premises all existing ductwork, piping, conduit, equipment, supports, etc. as indicated on Contract Drawings. All such equipment (except as requested as salvage by the Owner) shall become the property of this Contractor, and he shall remove same from the premises immediately upon disconnection. Existing ductwork, piping, etc., being removed shall not be reused.

I. Contractor shall move or relocate any existing equipment, piping, ductwork, conduit, etc., which may temporarily interfere with the construction, (to a temporary location) if the existing equipment is to be kept in operation during construction. He shall also install temporary piping that might be required (during demolition or excavation and during the construction of tunnels, retaining walls, footings or columns) for offsetting all piping around the construction area in order to maintain services to the existing systems. Provide temporary piers, supports and hangers as required for excavation.

J. The Contractor shall provide all cuts and openings through structural slabs and walls.
K. Maintain continuity of existing temperature controls system. Provide wiring, conduits, devices and connections for continuous operation of existing system, equipment and spaces.

L. Upon completion, remove all temporary piping and equipment, shoring, scaffolds, etc., and leave all areas clean and free from material and debris resulting from work performed under this Section.

M. Provide temporary construction lighting and maintain all egress paths throughout demolition phase.

END OF SECTION
SECTION 02600 – MISCELLANEOUS HAZARDOUS MATERIALS REMOVAL

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

B. Equality of material, article, assembly or system other than those named or described in this Section shall be determined in accordance with the provisions of the CONTRACT AND GENERAL CONDITIONS.

1.2 DESCRIPTION OF THE WORK

A. Certain building components within the 3rd Floor, 4th Floor and Penthouse of the Academic Building, G-Wing, located on the campus of Ramapo College of New Jersey at 505 Ramapo Valley Road, in Mahwah, New Jersey have been identified as requiring proper removal and disposal before any general demolition/renovation activities occur. This section specifies requirements for removing, handling, storing, transporting, and ultimate disposal of all light fixture ballasts, fluorescent lamps, lead building components, mercury containing thermostats/gauges and smoke detectors.

B. The Contractor shall be responsible to quantify any light fixture ballasts, fluorescent lamps, lead building components, mercury containing thermostats/gauges and smoke detectors from 3rd Floor, 4th Floor and Penthouse of the Academic Building, G-Wing and shall deliver a full list of any inventory to the Owner’s Representative upon identification. The Contractor shall be required to carefully remove and properly recycle or dispose of these items in accordance with all applicable waste disposal requirements. Waste manifests associated with the final disposition of these materials shall be presented to Owner’s Representative and the Owner prior payment.

C. No attempt has been made to quantify the exact amount of building components in the above mentioned locations. The Contractor is expected to have acquainted itself with the building involved, and to have investigated the location and amount of all identified materials. Information regarding quantification anywhere in the Contract Documents shall not in any way be construed or applied so as to limit the Contractor’s obligation to remove and dispose of, or otherwise treat as specified, all hazardous materials so identified, nor to form the basis of any change of the Contract Sum or Time.
D. The Contractor shall provide labor, materials, equipment and insurance to complete the work specified in this Section including, but not limited to, the removal and lawful disposal of hazardous materials, hazardous wastes, and special wastes. Work shall be performed in accordance with this specification, all referenced documents included as part of this specification, and with all Federal, State and local regulations. Wherever there is a conflict or overlap of requirements, the most stringent provisions will apply. Generally, the management of miscellaneous hazardous materials shall include, but not be limited to:

1. Characterization (any testing that may be required by the off-site materials management facility), removal, and disposal of hazardous materials or potentially hazardous materials.

2. Characterization (any testing that may be required by the off-site materials management facility), removal, and disposal of contained gear oils, hydraulic oils and refrigeration liquids, etc. from various pieces of machinery and equipment, as part of the work.

3. Characterization (any testing that may be required by the off-site materials management facility), removal, and disposal of all containers, drums, and unknown materials generated as part of the work.

4. Characterization (any testing that may be required by the off-site materials management facility), removal, and disposal of loose paint chips and flaking and peeling paint from walls and floors throughout generated as part of the Contractors work.

5. File all necessary notices, obtain all permits and licenses, and pay all governmental taxes, fees, and other costs in connection with the work. Obtain all necessary approvals of all governmental departments having jurisdiction. The Contractor shall deliver a copy of all permits, approvals and notifications to the Owner’s Representative at least 5 days before beginning the work.

6. Perform all sampling and testing required to properly profile the material for waste reuse, recycling or disposal. This shall also include all testing required by the recycling or disposal facility.

7. All costs for the testing shall be borne by the Contractor.


1.3 RELATED WORK
A. Section 02850 – REMOVAL & DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

1.4 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referenced in text by basic designation only. The list provided below is not intended to be all inclusive of each regulation prevailing over the work. The latest version of the document listed shall govern the work performed.

A. Code of Federal Regulations (CFR)

1. 29 CFR 1910, “Occupational Safety and Health Standards”
   (General Industry Standards)

2. 29 CFR 1926, “Safety and Health Regulations for Construction”
   (Construction Industry Standards)

3. 40 CFR 50, “National Primary and Secondary Ambient Air Quality Standards”

   Appendix B, “Test Methods”


7. 40 CFR 172, “Hazardous Waste Transportation”


13. 40 CFR 300, “National Oil and Hazardous Substances Pollution Contingency Plan”

B. Occupational Safety and Health Administration (OSHA) Booklet 3126 “Working with Lead in the Construction Industry”

C. National Institute for Occupational Health and Safety (NIOSH)
   1. NIOSH Method 7082, “Lead”

D. American Society for Testing and Materials (ASTM)

E. USEPA Publications
   2. USEPA Method 3050, “Acid Digestion of Sediments, Sludges, and Soils”

F. Steel Structures Painting Council (SSPC)
   2. SSPC Guide 71 (DIS) Guide for the Disposal of Lead Contaminated Surface Preparation Debris

G. NJ Department of Environmental Protection
   1. ENVIRONMENTAL REGULATION - SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM; COMPLIANCE AND ENFORCEMENT - DIVISION OF COUNTY ENVIRONMENTAL AND WASTE ENFORCEMENT - Solid Waste Rules; Proposed Re-adoption without amendments: N.J.A.C. 7:26

H. Other
   1. 454 CMR 10-23, Division of Industrial Safety

1.5 DEFINITIONS

A. Owner’s Representative: A representative of the Property Owner (A/E) and/or a representative of USA Environmental Management, Inc.
B. Engineer: Authorized representative of the Owner’s Representative. Engineer shall be the Architect or Designer of Record for the project.

C. CERCLA: Comprehensive Environmental Response, Compensation and Liability Act

D. CFC: Chlorinated Fluorocarbons

E. DOT: U.S. Department of Transportation

F. HDPE: High Density Polyethylene

G. HVAC: Heating, Ventilation, and Air-Conditioning

H. NJ DEP: New Jersey Department of Environmental Protection

I. OSHA: Occupational Safety and Health Administration

J. PCB: Polychlorinated Biphenyls

K. RCRA: Resource Control and Recovery Act

L. RQ: Reportable Quantity

M. TCLP: Toxicity Characteristic Leachate Procedure

N. TSCA: Toxic Substance Control Act

P. TSDF: Treatment, Storage, and Disposal Facility

P. USEPA: United States Environmental Protection Agency

1.6 QUALITY ASSURANCE

A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings, Contract Specifications and Hazardous Materials Assessment Reports for hazardous waste identification, handling, removal, and disposal requirements and provisions for new work.

B. Hazardous Waste Removal and Transportation Firm Qualifications: An experienced firm that has specialized in hazardous waste work similar in material and extent to that indicated for this Project. The Contractor shall provide for the proper transportation and disposition of all materials generated as part of the work. Transport and Disposal Facilities shall be permitted in accordance with NJ DEP requirements.

C. Refrigerant Recovery Technician Qualifications: Certified by an USEPA-approved certification program. The Contractor shall provide for the proper transportation and disposition of all materials generated as part of the work.
Transport and Disposal Facilities shall be permitted in accordance with NJ DEP requirements.

D. Regulatory Requirements: Comply with governing USEPA and NJ DEP notification regulations before beginning removal of any hazardous waste materials. Comply with hauling and disposal regulations of authorities having jurisdiction. The Contractor shall provide for the proper transportation and disposition of all materials generated as part of the work. Transport and Disposal Facilities shall be permitted in accordance with NJ DEP requirements.

1.7 SCHEDULING AND SEQUENCING

A. The Contractor and the Engineer shall develop a hazardous materials removal schedule at the Pre-Construction Conference. The Engineer may choose to alter the work sequence as they see fit.

B. The Contractor shall update the schedule and submit any schedule changes for review by the Engineer at the weekly construction meetings.

1.8 PERMITTING

A. The use and disposal of hazardous materials (broken fluorescent lamps, leaking or damaged batteries, mercury thermostats, and PCB ballasts) is highly regulated and compliance with all requirements set forth by authorities having jurisdiction is an essential condition of the Work. The Contractor shall be fully aware of all such requirements and ensure that all regulatory conditions are met, including those required of any Sub-contractors.

B. The Contractor is responsible for ensuring that all personnel performing work under this section shall be properly trained in accordance with all Federal, state and local regulations. The Contractor is required to provide proof of training and licensing of any and all employees completing the work of this section at least 5 days prior to the start of Work.

1.9 LOCATION OF WORK

A. The Contractor shall be responsible to quantify any light fixture ballasts, fluorescent lamps, lead building components, mercury containing thermostats/gauges and smoke detectors from 3rd Floor, 4th Floor and Penthouse of the Academic Building, G-Wing and shall deliver a full list of any inventory to the Owner’s Representative upon identification. The Contractor shall be required to carefully remove and properly recycle or dispose of these items in accordance with all applicable waste disposal requirements.

B. No attempt has been made to quantify the exact amount of ACM in the above mentioned locations. The Contractor is expected to have acquainted itself with
the building involved, and to have investigated the location and amount of all identified materials. Information regarding quantification anywhere in the Contract Documents shall not in any way be construed or applied so as to limit the Contractor’s obligation to remove and dispose of, or otherwise treat as specified, all ACM so identified, nor to form the basis of any change of the Contract Sum or Time.

C. Handling, containerizing, packaging, re-handling, hauling and disposal of all items identified by the Contractor are to be included in the lump sum bid item of the Contract.

1.10 SUBMITTALS

A. The Contractor shall submit each item in this Article according to the Conditions of the Contract SUBMITTALS Section, for information only, unless otherwise indicated.

B. The Contractor shall submit a Waste Management Plan as specified Contract Documents. Submit a job-specific plan within 20 calendar days after award of contract of the work procedures to be used in the removal, packaging, and storage of materials anticipated to be generated as part of the work. Include in the plan: Requirements for Personal Protective Equipment (PPE), spill cleanup procedures and equipment, eating, smoking and restroom procedures. The plan shall be approved and signed by a Certified Industrial Hygienist. Obtain approval of the plan by the Owner’s Representative prior to the start of work under this section.

C. The Contractor shall provide copies of all worker certifications associated with OSHA 40-Hour Hazardous Waste Site Health and Safety Training in accordance with 29 CFR 1910.120.

D. Submit a Waste Disposal Plan with 20 calendar days after award of contract. The Waste Disposal Plan shall comply with applicable requirements of Federal, State, and local waste regulations and address:

1. Estimated quantities of wastes to be generated, disposed of, and recycled;

2. Names and qualifications of each Contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location. Furnish two copies of EPA and state waste permit applications and EPA identification numbers, as required;

3. Names and qualifications (experience and training) of personnel who will be working on-site with wastes;
4. Spill prevention, containment, and cleanup contingency measures to be implemented;

5. Work plan and schedule for waste removal, containment, storage, transportation, disposal and or recycling. Wastes shall be cleaned up and containerize daily.

E. After completion of the hazardous materials removal, the Contractor shall provide a final report documenting removal, transportation and recycling, treatment, disposal, or incineration activities. The document shall include copies of manifests, shipping slips, permits, and licenses for this Project.

PART 2 – PRODUCTS

2.1 PROTECTIVE EQUIPMENT

A. Provide health and safety equipment required to protect workers and to comply with the Health and Safety Plan and OSHA requirements.

2.2 DISPOSAL BAGS

A. Disposal Bags: Provide six (6) mil (0.15 mm) thick leak-tight polyethylene bags.

2.3 DRUMS


2.4 LABELS

A. DOT Hazardous Waste Labels: in accordance with DOT regulations, Title 49 CFR parts 173, 178, and 179.


PART 3 – EXECUTION

3.1 GENERAL WORK AREA SET UP

A. Signage: Prior to the preparation for work that will disturb hazardous materials; the Contractor shall place warning signs immediately outside all entrances and exits to the area.
B. Access to Work Areas: The Contractor shall allow only authorized personnel into the work area. Barrier tape shall be used to limit access to the exterior work area.

3.2 GENERAL HAZARDOUS MATERIALS/HAZARDOUS WASTE MANAGEMENT

A. Do not mix potentially hazardous waste streams. Where feasible, separate each type of hazardous waste from other types of hazardous wastes, from asbestos waste and from construction debris.


C. The Engineer shall identify materials considered to be a listed or characteristic hazardous waste prior to initiating this project. A schedule of materials that must be managed as hazardous waste is attached as an Appendix to this specification.

D. The following wastes are designated as Hazardous Wastes and are non-salvageable. This is not a comprehensive listing of hazardous wastes and the Contractor is directed to the NEW JERSEY ENVIRONMENTAL REGULATION - SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM; COMPLIANCE AND ENFORCEMENT - DIVISION OF COUNTY ENVIRONMENTAL AND WASTE ENFORCEMENT - Solid Waste Rules; Proposed Re-adoption without amendments: N.J.A.C. 7:26.

   1. Waste Type A: PCB waste to include PCB-containing ballasts from fluorescent light fixtures.

   2. Waste Type B: lead base paint debris to include containers of paint, paint chips/debris and lead building components (drains).

   3. Waste Type C: HVAC and refrigerator refrigerant.

E. In the event of an apparent conflict between the requirements of these specifications and the requirements of the NEW JERSEY ENVIRONMENTAL REGULATION - SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM; COMPLIANCE AND ENFORCEMENT - DIVISION OF COUNTY ENVIRONMENTAL AND WASTE ENFORCEMENT - Solid Waste Rules; Proposed Re-adoption without amendments: N.J.A.C. 7:26, the Contractor shall bring the apparent conflict to the attention of the Owner’s Representative for resolution. The Contractor shall not seek to review the apparent conflict with other parties prior to resolution with the Owner’s Representative.

3.3 HAZARDOUS MATERIALS/HAZARDOUS WASTE PACKAGING AND LABELING

A. Package each segregated Hazardous Waste Type A, B, and C, in separate specified
containers as follows. IMPORTANT: Do Not Mix Waste Streams

1. Waste Type A to be packaged in DOT 17-H open-top drums. Fill to capacity only with Waste Type A. Install gasket on lid, apply lock ring, and seal. Apply Hazardous Waste Label to drum side. Enter DOT Shipping Data as follows: RQ Waste Polychlorinated Biphenyls, 9, UN-2315, PG-II, (M001). Adjacent to each label, enter the date indicating when waste was first placed in each drum.

2. Waste Type B to be packaged in DOT 17-H Open-Top Drums. Fill to capacity only with Waste Type B. Install gasket on lid, apply lock ring, and seal. Apply Hazardous Waste Label to drum side. Enter DOT Shipping Data as follows: RQ Hazardous Waste Solid, NOS, 9, NA3077, PG-III, (~D009). Adjacent to each label, enter the date indicating when waste was first placed in each drum.

3. Waste Type C to be packaged in DOT 17-H open-top drums. Fill to capacity only with Waste Type C. Install gasket on lid, apply lock ring, and seal. Apply Hazardous Waste Label to drum side. Enter DOT Shipping Data as follows: RQ Hazardous Waste Solid, NOS, 9, NA3077, PG-III, (D009). Adjacent to each label, enter the date indicating when waste was first placed in each drum.

B. Maintain all containers in a continuously sealed condition after they have been filled. Do not reopen sealed containers or place additional waste in previously sealed containers. Storage of containers must be in a secure location.

3.4 HANDLING AND DISPOSAL OF BATTERIES, LEAD COMPONENTS, FLUORESCENT LAMPS & MERCURY THERMOSTATS

A. The Contractor is responsible for removing all fluorescent lamps from fixtures, intact, prior to demolition. Fluorescent lamps shall be recycled and managed in accordance with the Universal Waste Management Standards (310 CMR 30.1034). If fluorescent lamps become broken or damaged during removal and/or handling, broken lamps shall be managed as hazardous waste as specified below.

B. The Contractor is responsible for recycling and managing intact, non-leaking batteries (lead-acid, nickel cadmium, and lithium) in accordance with the Universal Waste Management Standards (310 CMR 30.1034). If batteries are, or become damaged or are leaking during removal and/or handling, such batteries shall be managed as hazardous waste as specified below.

C. The Contractor shall manage intact fluorescent lamps and intact batteries in the following manner:

1. Do not break or crush spent lamps or batteries or damage them in any way.
2. Store intact lamps and batteries in a secure area(s) protected from physical damage. Storage area(s) should be identified within an easily read sign stating “Universal Waste Area - Spent Fluorescent Lamps” or “Universal Waste Area – Batteries” as appropriate.

3. Store lamps and batteries in packaging or containers that are designed to minimize breakage/damage during both storage and shipping. Label containers as “Universal Waste – Spent Fluorescent Lamps” or “Universal Waste – Batteries” as appropriate and mark each container with the date on which you first began storing the waste.

4. Use a Bill of Lading that contains the following information when shipping to the recycler: name and address of generator, transporter, and recycler; number of lamps shipped; date of shipment and date of receipt by recycler; and, dated signature of recycler. Deliver a copy of the Bill of Lading to the Owner’s Representative within 5 days of shipment of the materials.

D. Broken fluorescent lamps shall be placed in sealed, vapor-tight containers/drums that are compatible with the waste being stored for disposal as mercury-containing hazardous waste. The waste shall be classified as RCRA characteristic hazardous waste and shall be labeled and stored in accordance with all applicable regulations.

E. Leaking or damaged batteries shall be placed in appropriate non-metal containers/drums that are compatible with the waste being stored for disposal as hazardous waste and shall be labeled and stored in accordance with all applicable regulations.

F. Mercury thermostats shall be placed in sealed, vapor-tight drums (55-gallons or less) for disposal as mercury-containing hazardous waste and shall be classified as RCRA characteristic hazardous waste (note, thermostats can be co-mingled with broken fluorescent lamps as appropriate).

G. Lead Components (sink traps) shall be placed in a sealed drums (55-gallons or less) for disposal and/or recycling in accordance with Federal, State and local waste stream requirements.

H. The Contractor shall deliver to the Owner’s Representative information relating to the transportation and recycling or disposal of batteries, lead components, fluorescent lamps, and mercury thermostats before the start of the Work. This information shall include:

1. Name and address of fluorescent lamp recycler or dismantler that will accept fluorescent lamps, intact;
2. Name and address of the battery recycler that will accept batteries, intact;
3. Name and address of the RCRA TSDF that will accept leaking batteries, broken fluorescent lamps and mercury thermostats as hazardous waste;
4. Copies of all authorization letters, licenses, and permits to operate for the facilities, to confirm that they are permitted to accept the batteries and fluorescent lamps; and,

5. Name and address of hazardous waste transporter that will transport leaking batteries and/or broken fluorescent lamps to RCRA TSDF including USEPA Identification Number and proof of permit, license, or authorization to transport hazardous waste in all affected areas.

3.5 HANDLING AND DISPOSAL OF BALLASTS

A. Prior to removal of any ballasts, the Contractor shall uncover and inspect the label on the ballast. All ballasts designated as 'No PCBs' shall be marked with green paint; all other ballasts shall be assumed to contain PCBs and shall be marked with red paint. Similar color-coding shall be used for the receiving drums.

B. Removal shall be performed using approved methods and tools that will minimize damage to the fluorescent lamp and ensure a quick, neat removal with the ballast intact and undamaged.

C. Once removed, the ballasts shall be placed in a corresponding color-coded 55-gallon drum.

D. Once filled, the 55-gallon drums shall be closed and properly labeled for temporary storage, transport, and disposal in accordance with all applicable regulations.

E. The Contractor shall submit to the Owner’s Representative written confirmation from the disposal facility stating which type of ballasts the facility will accept. The letter shall also state that the facility agrees to submit to the Contractor, by fax, within 48 hours of receipt of material, signed manifests and/or Bills of Lading.

F. Drums containing PCB ballasts that are marked red, and other PCB contaminated materials shall be incinerated at a TSCA/RCRA and approved utilized incineration facility in accordance with Federal, State and local waste stream requirements. Contractor shall submit documentation verifying removal, transportation, and disposal at the approved facilities.

G. Drums containing “no PCB” fluids, ballasts and capacities that are marked green shall be disposed of at a legally permitted disposal facility. Contractor shall submit documentation verifying removal, transportation, and disposal at the approved disposal facility.

H. Upon completion of the destruction of PCB ballasts, the Contractor shall deliver to the Project Manager:
1. Written certification from the incineration facility that the items were delivered to, accepted, and destroyed by the facility. Certificate shall be signed by the person authorized by the facility to accept PCB items for disposal.

2. Copies of all manifests.


3.6 HAZARDOUS MATERIALS/CONTAINERIZED WASTE

A. All hazardous materials shall be characterized and disposed of in accordance with applicable federal, state, and local regulations. Hazardous waste manifests shall be completed for all off-site waste management.

B. Workers who handle hazardous materials shall be licensed and trained in safe and proper hazardous materials handling procedures. At a minimum, this shall include OSHA 40-Hour Hazardous Waste Site Health and Safety Training in accordance with 29 CFR 1910.120.

C. Any hazardous materials containers in poor condition shall be removed as soon as possible.

D. Handling Hazardous Waste

1. The Contractor shall place waste in DOT approved containers and label the containers for transport to a licensed disposal site.

2. The Contractor shall use an authorized hazardous waste transporter to haul waste to an approved hazardous waste facility.

3. The Contractor is responsible to prepare, maintain and track all record keeping, chain-of-custody and reporting requirements including a copy of the hazardous waste manifest.

4. The Contractor shall accurately measure and weigh the volume of each container or load of waste removed from the site. Submit records of waste volumes to the Owner’s Representative and the Engineer.

5. The Contractor shall not place paint debris on the unprotected ground and paint debris shall be shielded to prevent dispersion of the debris by wind or precipitation.

6. The Contractor shall provide legal transportation of the waste to the recycling, disposal, treatment, or incineration facility, and complete or obtain all required licenses, manifests, receiving facility waste profiles, or
other forms. Copies of all forms or licenses, and the signed original of the Waste Manifest for each waste load, shall be given to the Engineer and Owner’s Representative.

E. The Contractors Project Manager shall provide appropriate notifications to regulatory agencies if there is a release to the environment exceeding the CERCLA/NJ DEP reporting requirements (e.g. lead - 1 pound).

F. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.

3.7 MACHINERY FLUIDS AND POWER PLANT SYSTEMS FLUIDS

A. Drain all equipment containing hydraulic fluids, lubricating oils, fuel oil, antifreeze, and all other types of fluids. Decontaminate all systems, including piping, by means of steam cleaning or triple rinsing, or both, with a compatible fluid to remove all visible contamination.

B. Collect and drum all fluids, including decontamination fluids drained from the above described equipment.

C. Label drums for transport and disposal.

D. After removal of all hazardous components, dispose of remaining equipment carcasses and piping in accordance with applicable regulations. The Contractor shall submit documentation verifying removal, transportation, and disposal at the approved disposal facility.

E. The Client shall not pay for disposal until complete documentation of the proper recycling, reclamation, treatment or disposal is received by the Owner’s Representative.

3.8 WHITE GOODS AND OTHER ITEMS

A. Remove and properly dispose of all environmentally hazardous items and systems components installed in white good item before proper disposal of the unit. This work includes, but is not limited to:

1. Water coolers.
2. Air conditioners.
3. Refrigerators.
B. White good items which do not contain environmentally hazardous materials, and white good item carcasses from which the Contractor has removed environmentally hazardous materials prior to removal from the building, shall be removed, transported and disposed of at an approved facility.

C. The Client shall not pay for disposal until complete documentation of the proper recycling, reclamation, treatment or disposal is received by the Owner’s Representative.

3.9 REMOVAL OF TRANSFORMERS

A. All transformers shall be handled with appropriate personal protective equipment. Unless otherwise noted, the Contractor, shall assume that all unmarked transformers contain oil with >50 ppm PCBs.

B. Prepare each transformer to be electrically disconnected in compliance with the National Electrical Safety Code, the National Electric Code, and OSHA regulations.

C. Transformers labeled “dry-type” shall be handled and disposed of as white goods, in compliance with the NEW JERSEY ENVIRONMENTAL REGULATION - SOLID AND HAZARDOUS WASTE MANAGEMENT PROGRAM; COMPLIANCE AND ENFORCEMENT - DIVISION OF COUNTY ENVIRONMENTAL AND WASTE ENFORCEMENT - Solid Waste Rules; Proposed Re-adoption without amendments: N.J.A.C. 7:26.

D. Transformers identified as not containing PCBs or labeled “No PCBs” shall be drained, if necessary, and shall be marked with green paint. The fluid shall be placed in properly sealed drums and painted green, and shall be sampled and analyzed by the Contractor, as required, for transportation and disposal purposes.

E. Each transformer not positively identified as containing “No PCBs” shall be sampled in place to determine the concentration of PCBs prior to any removal activities, as required for transportation and disposal/incineration purposes.

F. Before sampling transformers, the Contractor shall take the following preparatory and precautionary measures. These measures shall remain in effect for the duration of the transformer sampling and removal process.

1. Cover and seal all drains, manholes, and other openings that may lead to waterways in such a manner to prevent any migration of the contaminants.

2. Provide temporary containment designed to contain the entire contents of the fluid to be removed. This containment shall encompass the transformer and any areas designated for temporary storage. In addition,
absorbents in the amounts adequate to absorb a spill from one complete equipment failure shall be placed within the containment area.

3. Provide adequate spill cleanup equipment within the containment area.

G. The laboratory proposed by the Contractor shall be certified for such analyses by the NJ DEP and the NJ School Development Authority, and shall be capable of demonstrating skill and experience in similar projects. The laboratory shall forward copies of all reports and technical correspondence directly to the Owner’s Representative and Engineer. All reports shall completely and positively identify each transformer sampled.

H. Following the disconnection of the electrical power source, pump PCB fluids in place from the equipment into specified containers before moving to minimize the accidental release of fluids. The PCB-filled type of electrical equipment is not intended for use as transport vessels and, therefore, must be drained of fluids before removal and transport. Following draining and drumming of fluids, transformers shall be move from the existing location to the loading area where they will be loaded onto a truck and transported to the disposal facilities. Each drum shall be properly labeled and sealed.

I. Any transformers identified shall be marked with paint as follows:

1. Green: No PCBs.
2. Red: Containing PCBs.

J. Transformers shall then be ready to be moved and transported to the applicable disposal facility.

K. Unless otherwise indicated on the plans, all transformers shall be removed and disposed of by the Contractor in accordance with the applicable laws and regulations. The Contractor shall assume that all transformers identified contain oil with concentrations of PCBs greater than 50 ppm, unless otherwise noted.

3.10 FIRE EXTINGUISHERS

A. Fire extinguishers may contain corrosive agents (monoammonium phosphate, ammonium phosphate) and may be reactive in water.

B. De-pressurize prior to disposal.

C. Fire extinguishers and their contents shall be landfilled in accordance with Federal, State and local waste stream requirements. Do not discharge to the ground or to surface water. Do not cross contaminant with other fire extinguisher agents.
D. Submit proof of disposal to the Owner’s Representative and Engineer.

3.11 TEMPORARY STORAGE

A. Partially filled containers of hazardous waste may be stored at the work site for intermittent packaging provided that:

1. Each container is properly labeled when it is first placed in service;

2. Each container remains closed at all times except when compatible waste types are added; and

3. When moved from site to site, each container remains within the geographic boundaries of the facility without moving or crossing public access highways.

B. All items classes of waste identified as part of this section, once removed, shall be stored on-site in accordance with all applicable regulations for no more than 30 Days. At the conclusion of each day’s work, drums containing hazardous waste (broken fluorescent lamps, leaking or damaged batteries, mercury thermostats, and PCB ballasts) shall be securely stored in regulatory-compliant locations (i.e., properly marked/signed, proper secondary containment, etc.) under lock and key.

C. Hazardous waste shall be stored and loaded from secure areas that are impervious and contained. At a minimum, the area shall be lined with 6-mil HDPE overlaid with absorbent paper.

3.12 TRANSPORTATION OF HAZARDOUS WASTES

A. The Contractor shall continuously maintain custody of all hazardous waste materials generated at the work site. Provide security, short-term storage, transportation and disposition until custody is transferred to an approved properly permitted treatment, storage, disposal or site or recycling center. Document continuous chain-of custody of all wastes generated.

B. Do not remove, or cause to be removed, hazardous waste from Client’s property without a legally executed Uniform Hazardous Waste manifest.

C. All haulers shall be properly licensed to transport hazardous waste (broken fluorescent lamps, leaking or damaged batteries, mercury thermostats, and PCB ballasts) in New Jersey and all other states traversed in transporting the ballasts to approved disposal sites. Haulers shall be under the direct control of the Contractor at all times. Any spills during transport shall remain the responsibility of the Contractor. Any damage of costs incurred as a result of a spill and the required cleanup process shall be borne by the Contractor.
1. Vehicles used for the transportation of PCB items and asbestos shall be plainly marked as required by DOT and state regulations.
2. All drums and equipment carcasses shall be secured to the transport vehicle to prevent movement during transport.

D. The Contractor shall be responsible for preparing all manifests and other required shipping documents and for acquiring the necessary signatures for transport. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill/incineration receipt to the Project Manager and Engineer.

3.13 DISPOSAL OF HAZARDOUS WASTE

A. The Contractor is responsible for completing all disposal documents, which may include, but are not limited to, waste profiles, hazardous waste manifests and land ban restriction forms. The Owner shall be designated as the Generator on all documents and shall sign the documents as such. Note that the Owner may or may not possess USEPA ID numbers; the Contractor shall complete and apply for Generator ID Numbers or the appropriate USEPA # and Generator Status as may be required for this undertaking. Copies of all disposal documents shall be delivered to the Owner’s Representative for review at least 5 days prior to shipment. Coordination for the Owner’s Representative/Generator’s signature on hazardous waste disposal documents shall be made through the Owner’s Representative.

B. For hazardous waste which is shipped off-site using a hazardous waste manifest, the Contractor shall provide the bottom three copies of the manifest to the Owner’s Representative at the time of shipment for distribution to the appropriate agencies.

3.14 DISCOVERY OF HAZARDOUS MATERIALS

A. If hazardous materials, such as chemicals, or other hazardous materials are discovered during the course of the work other than those identified in the Plans and Specifications, the Contractor shall cease work in affected area only and immediately notify the Engineer and Owner’s Representative of such discovery. Do not proceed with work in such areas until instructions are issued by the Engineer. Continue work in other areas.

B. If unmarked containers are discovered during the course of the work other than those identified in the plans and Specifications cease work in the affected area only and immediately notify the Engineer and the Owner’s Representative of such discovery. The Contractor shall not proceed with work in such areas until instructions are issued by the Engineer. Take immediate precautions to prohibit endangering the containers integrity. Work can continue in other areas.
END OF SECTION 02600
SECTION 02830 – LEAD-BASED PAINT RELATED WORK

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. Introduction

1. Academic Building, G-Wing, 3rd Floor, 4th Floor and Penthouse, located on the campus of Ramapo College of New Jersey, at 505 Ramapo Valley Road, Mahwah, New Jersey was constructed prior to the 1970’s and prior to the Lead-Based Paint Ban. Ramapo College of New Jersey assumes the presence of lead-based paint associated with this undertaking. The Client does not wish to perform a formal lead paint abatement action. The Client does require that the Contractor protect Human Health and the Environment during their operations as they relate to lead impacts associated with the renovation activities as follows:

Any exterior and interior painted surfaces that will be impacted by the planned work may contain lead. As such, the Contractor shall provide a site specific Lead Safety Plan to address: (1) worker protection as required by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), “Lead in Construction” standard (20 CFR 1926.62) and (2) worksite contamination, clean-up and waste disposal as regulated by the New Jersey Department of Environmental Protection and the New Jersey Department of Health and Senior Services.

B. Lead-Based Paint

1. Any exterior and interior painted surfaces that will be impacted by the planned renovation work may contain lead and is covered in this Section.

2. Work under this Section shall be performed by or under the direction of the architect/engineer providing work under other Sections.

3. The Contractor shall provide a site specific Lead Safety Plan to address:

   i. Worker protection as required by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), “Lead in Construction” standard (20 CFR 1926.62), and

   ii. Worksite contamination, clean-up and waste disposal as regulated by the New Jersey Department of Environmental Protection and the New Jersey Department of Health and Senior Services.
4. If any painted surface is to be drilled, sanded, cut or ground, the Contractor shall provide exposure monitoring for workers as required by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) for those persons whose trade will disturb painted surfaces as a result of demolition activities, paint refinishing, construction and re-construction.

1.2 RELATED DOCUMENTS


1.3 SUBMITTALS

A. Name, experience and training of the person to be designated the competent person, and who is capable of identifying existing and predictable lead hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.

B. Results of airborne exposure monitoring.

C. A copy of the medical examination results including medical and work history as required under 20 CFR 1926.62.

D. Test results for the TCLP test on paint debris.

E. Lead Safety Plan

PART 2 - PRODUCTS

(None listed)

PART 3 – EXECUTION

3.1 PERFORMING WORK ACTIVITIES THAT IMPACT PAINT

A. Isolate the work area with either OSHA-approved barrier tape or signs.

B. Place a 6-mil polyethylene drop cloth below the impact point.

C. All employees working in the vicinity of the area shall wear the proper personal protection equipment in accordance with OSHA regulations.
D. A local exhaust shield and a HEPA-filtered vacuum cleaner shall be attached to any equipment utilized for drilling, cutting, sanding, etc.

E. Visible debris shall be cleaned up immediately with a HEPA vacuum or using a wet-wipe technique utilizing a trisodium phosphate (TSP) solution.

1. Re-clean areas as necessary to satisfy HUD clearance criteria.

3.2 DISPOSAL

A. Lead

1. The Contractor shall determine if any waste generated by the work is regulated as hazardous waste. The Contractor shall utilize the Toxicity Characteristic Leachate Procedure (TCLP) test, Test Method 1311 in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, USEPA publications SW-846, as incorporated by reference in 40 CFR 260.11, and as referenced in the State of New Jersey regulations for the materials in question. Test results for the TCLP test for lead shall be less than 5.0 mg/L, as per EPA HW#D008, or the material is required to be treated as hazardous waste. Hazardous waste transporters shall possess a hazardous waste hauler license. Hazardous materials shall only be transported to a NJDEP Licensed Facility.

PART 4 – ADDITIONAL INFORMATION

4.1 LEAD-BASED PAINT HISTORY

A. In the State of New Jersey, the Department of Community Affairs, regulates lead abatement activities. In the regulatory context, lead abatement activities involve those events where a known lead health hazard is being addressed; or, where an outside contractor is being used to provide services where the Contractor performs the work as a certified lead abatement contractor. **The State code is not intended to regulate renovation or maintenance activities which are required in a structure simply because lead-based paint is present and may be disturbed as a result of these activities.**

B. Removal of identified LBP items should be performed to minimize the generation of dust. Additionally, special precautions and work procedures should be implemented in an effort to minimize the creation and distribution of lead dust during renovation work. Under no circumstances should lead-containing components be cut with torches, ground, dry sanded or welded. These activities will result in the release of potentially dangerous lead fumes and dust.
C. Any exterior and interior painted surfaces that will be impacted by the planned renovation work may contain lead. As such, the Contractor shall provide a site specific Lead Safety Plan to address: (1) worker protection as required by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), “Lead in Construction” standard (20 CFR 1926.62) and (2) worksite contamination, clean-up and waste disposal as regulated by the New Jersey Department of Environmental Protection and the New Jersey Department of Health and Senior Services.

D. Renovation, Repair and Painting Rule (RRP) – The new Federal (US EPA) RRP law went into effect in April 22, 2010. Many common renovation activities (sanding, cutting and demolition) can create hazardous lead dust and chips that can be harmful to adults and particularly children. To protect against this risk, the US EPA has issued the referenced Rule requiring the use of lead-safe work practices and other actions aimed at preventing lead poisoning. Under the rule anyone performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities and schools built prior to 1978 must be certified and must follow specific work practices to prevent lead contamination.

D. If any painted surface is to be drilled, sanded, cut or ground, the Contractor shall provide exposure monitoring for workers as required by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) for those persons whose trade will disturb painted surfaces as a result of demolition activities, paint refinishing, construction and re-construction.

E. The Contractor shall determine if any waste generated by the work is regulated as hazardous waste. The Contractor shall utilize the Toxicity Characteristic Leachate Procedure (TCLP) test, Test Method 1311 in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, USEPA publications SW-846, as incorporated by reference in 40 CFR 260.11, and as referenced in the State of New Jersey regulations for the materials in question. Test results for the TCLP test for lead shall be less than 5.0 mg/L, as per EPA HW#D008, or the material is required to be treated as hazardous waste. Hazardous waste transporters shall possess a hazardous waste hauler license. Documentation of disposal shall be provided to the Owner prior to approval of final payment.

PART 5 – CLIENT DIRECTED TESTING AND ANALYSIS

5.1 Client Testing Options

A. Testing for lead can be conducted by the Client at any time during the Contractor’s activities and may contain but not be limited to air, surface wipe and chip sampling and analysis. Samples obtained will be compared to the most stringent Federal, State and Local standards as applicable.
B. The Contractor shall be responsible for any and all testing and analysis as indicated in the standards noted in this Section. The Client may, at its digression, mirror testing and analysis being conducted by the Contractor.

C. If lead contamination is discovered related to the Contractor’s activities, the Contractor shall rectify the contaminant issue by cleaning the area until satisfactory lead wipe/chip or grab results are achieved (per HUD and N.J.A.C. 5:17 clearance criteria) at no additional cost to the Client. The Contractor shall be responsible for the costs associated with the cleaning in addition to the costs associated with the Client’s oversight Consultant.

END OF SECTION 028300
SECTION 02850 – REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

PART 1 – GENERAL

1.1 CONTRACTOR REQUIREMENTS AND QUALIFICATIONS

A. All work involving the removal and disposal of asbestos-containing materials shall be accomplished by a State of New Jersey, Department of Labor and Workforce Development, licensed Asbestos Abatement Contractor.

B. All employees shall possess and maintain on their person a valid asbestos worker or supervisor certification issued by the State of New Jersey, Department of Labor and Workforce Development, while working on this project.

C. The Contractor shall furnish evidence that each worker and supervisor has been given medical examinations and respiratory fit tests within the previous twelve months in accordance with United States Department of Labor, Occupational Safety and Health Administration (OSHA) 29 CFR 1910 and 29 CFR 1926 requirements.

D. The Contractor shall be responsible for securing the work area(s) at the end of the shift, and all on-site waste containers/dumpers. In addition, failure to comply with all site health and safety requirements, these Technical Specifications, and all applicable local, State and Federal regulations will require issuance of a Stop Work order by the Owner’s Representative.

E. Prior to commencement of work, the Contractor shall inspect areas in which work is to be performed. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit a copy of these photos or tapes to the Owner’s Representative prior to starting work.

F. All electrical connections, except to outlets and extension cords, will require the Contractor to utilize a licensed Electrician.

G. In buildings required by the Uniform Construction Code (UCC) to be of noncombustible construction, all materials used to construct separation barriers must meet the UCC, building subcode requirements for that building. Polyethylene sheeting shall be a nominal six (6) mil and must be flame resistant.

1.2 NOTIFICATIONS

A. Send written notification as required by USEPA, National Emission Standards for Hazardous Air Pollutants (NESHAP), Asbestos Regulations (40 CFR, Part 61, Subpart M), to the regional asbestos NESHAP Contact at least 10 business days prior to
beginning any work on asbestos-containing materials. Send notification to the following address for REGION 2:

1. United States Environmental Protection Agency- Region 2 Division of Enforcement and Compliance Assistance - Air Compliance Branch (DECA-ACB) 290 Broadway - 21st Floor New York, NY 10007-1866 (212) 637-3660

Send written notifications to the State Agencies listed:

2. New Jersey Department of Environmental Protection Division of Solid and Hazardous Waste P.O. Box 414 Trenton, NJ 08625-0414 Fax Number (609) 984-6985

3. Jersey Department of Community Affairs Division of Codes and Standards Asbestos Safety Unit 101 South Broad Street P.O. Box 816 Trenton, NJ 08625-0816 609) 633-6224 Fax Number (609) 633-1040

4. NJ Jersey Department of Health and Senior Services Indoor Environments Program Consumer and Environmental Health Services P. O. Box 360 Trenton, NJ 08625-0360 (609) 588-7864 Fax Number (609) 984-5370

5. New Jersey Department of Labor & Workforce Development Division of Public Safety & Occupational Safety & Health Asbestos Control & Licensing Section 1 John Fitch Plaza P.O. Box 949 Trenton, NJ 08625-0949 (609) 633-3760

1.3 CONTRACTOR SUBMITTALS

A. The Asbestos Abatement Contractor shall submit the following information to the Owner’s representative prior to mobilization at the worksite:

1. Notification forms submitted to State and Federal agencies;
2. Written description of emergency procedures to be followed in case of injury or fire. Include information regarding evacuation procedures, source of medical assistance and procedures to be used by medical personnel;

3. Inspection report of existing site conditions;

4. Supervisor’s license;

5. Worker’s license;

6. Telephone numbers and locations of emergency response personnel;

7. Written Respiratory Protection Program and proof of OSHA compliance with 29 CFR 134;

8. Notarized certification signed by an officer of the abatement company that personnel exposure measurements, medical surveillance and worker-training records are maintained in conformance with 29 CFR 1926;

9. Material Safety Data Sheets (MSDS) for all chemical agents brought onto the site.

B. After completion of work on this project the Asbestos Abatement Contractor shall submit the following information to the Owner:

1. Daily activity reports and personnel sign-in sheets

2. Minutes of meetings

3. Visitations; authorized and unauthorized

4. Special or unusual events

5. Waste material disposal manifests

1.4 DEFINITIONS

A. The following words, terms and abbreviations, when used in this section, shall have the following meanings unless the context clearly indicates otherwise.

1. Abatement - Procedures to control fiber release from asbestos-containing materials; which include removal, encapsulation, enclosure, repair, demolition and renovation activities.

2. Airlock - A serial arrangement of rooms whose doors are spaced a minimum
of four (4) feet apart so as to permit ingress or egress through one (1) room without interfering with the next and constructed in such a manner as to prevent or restrict the free flow of air in either direction.

3. Air Monitoring - The process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Method 7400. For clearance air monitoring, electron microscopy methods may be utilized for lower limits of detection and specific fiber identification.

4. Amended Water - Water to which a surfactant has been added.

5. Asbestos - The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

6. Asbestos-Containing Material (ACM) - Material composed of asbestos of any type and in an amount greater than 1% by weight, either alone or mixed with other fibrous or non-fibrous materials.

7. Asbestos-Containing Waste Materials - Any material that is or suspected of being or any material contaminated with an asbestos-containing material, which is to be removed from a work area for disposal.

8. Authorized Personnel - The Owner, the Owner's representative, Asbestos Abatement Contractor personnel, Asbestos Safety Control Monitor personnel, emergency personnel, or a representative of any Federal, State or local regulatory agency or other personnel under contract for or having jurisdiction over the project.

9. Barrier - Any surface that seals off the work area to inhibit the movement of fibers.

10. Breathing Zone - A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.

11. Building Owner - The Owner or his authorized representative.

12. Category I Non-friable ACM - Asbestos-containing packing, gaskets, resilient floor covering and asphalt roofing products containing more than one (1) percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.
13. Category II Non-friable ACM - Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

14. Ceiling Concentration - The concentration of an airborne substance that shall not be exceeded.

15. Clean Room - An uncontaminated area or room which is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment.

16. Contractor - The Asbestos Abatement Contractor licensed by the State of New Jersey, Department of Labor.

17. Critical Barrier - Two layers of nominal six (6) mil polyethylene sheeting that completely seals off the work area to prevent the distribution of fibers to the surrounding area, such as the opening between the top of a wall and the underside of ceiling construction, electrical outlets, non-removable lights, HVAC systems, windows, doorways, entranceways, ducts, grilles, grates, diffusers, wall clocks, speaker grilles, floor drains, sink drains, etc.

18. Curtained Doorway - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing three (3) weighted overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of the two outer sheets along one vertical side of the doorway and securing the vertical edge of the middle sheet along the opposite vertical side of the doorway. Other effective designs are permissible.

19. Decontamination Enclosure System - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers and equipment.

20. Disposal Bag – six (6) mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site. Each is labeled as follows:

```
DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
AVOID BREATHING AIRBORNE ASBESTOS FIBERS
AND
Asbestos, NA2212, RQ
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AND
Class 9 Label

The Contractor shall also label all disposal bags and/or containers with the name of the waste generator (Owner) and the location from which the waste was generated; all in accordance with the USEPA NESHAPS regulation - 40 CFR Part 651, Subpart M.

21. Encapsulant - A liquid material which can be applied to asbestos-containing material which controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

22. Encapsulation - The application of an encapsulant to asbestos-containing materials to control the release of asbestos fibers into the air.

23. Filter - A media component used in respirators to remove solid or liquid particles from the inspired air.


25. Friable Asbestos Material - Material that contains more than 1% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.


27. HEPA Filter - A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

28. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner) - High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

29. Negative Pressure - Air pressure lower than surrounding areas, generally caused by exhausting air from a sealed space (work area).

30. Negative Pressure Respirator - A respirator in which the air pressure inside the respirator inlet covering is positive during exhalation in relation to the air.
 pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

31. Negative Pressure Air Filtration Device (AFD) - A local exhaust system device, utilizing HEPA filtration capable of maintaining a negative pressure inside the work area and a constant air flow from adjacent areas into the work area and exhausting that air outside the work area.

32. Owner’s Representative(s) – USA Environmental Management, Inc., represented on-site by an Industrial Hygiene Technician (IHT) for all non-permitted work and an Asbestos Safety Technician (AST), certified by the New Jersey Department of Community Affairs, for all permitted work. The IHT/AST shall ensure compliance with these Technical Specifications; all applicable local, State and Federal Regulations; perform air monitoring and analyze PCM air samples on-site.

33. Personal Monitoring - Sampling of the asbestos fiber concentrations within the breathing zone of an employee.

34. Prior Experience - Experience required of the contractor on asbestos projects of similar nature and scope to insure capability of performing the asbestos abatement in a satisfactory manner. Similarities shall be in areas related to material composition, project size, abatement methods required, number of employees and the engineering, work practice and personal protection controls required.

35. Regulated Asbestos-Containing Material (RACM) - (a) Friable asbestos material, (b) Category I Non-friable ACM that has become friable, (c) Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

36. Removal - The stripping of any asbestos-containing materials from surfaces or components of a facility.

37. Renovation - Altering in any way one or more facility components. Operations in which load-supporting structural members are wrecked or taken out are excluded.

38. Respirator - A device designed to protect the wearer from the inhalation of harmful atmospheres.

39. Shower Room - A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running
water controllable at the tap and suitably arranged for complete showering during decontamination.

40. Surfactant - A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

41. Time Weighted Average (TWA) - The average concentration of a contaminant in air during a specific time period.

42. Visible Emissions - Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

43. Water Column (w.c.) - a unit of measurement for pressure differential.

44. Wet Cleaning - The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops or other cleaning utensils that have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

45. Work Area - Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area that has been sealed, plasticized and equipped with a negative pressure air-filtration system.

46. Worker decontamination enclosure - A decontamination system consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area by airlocks and curtained doorways. This system is used for all worker entrances and exists to and from the work area and for equipment pass out for small jobs.

1.5 CODES & STANDARDS RELATIVE TO ASBESTOS ABATEMENT

A. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

B. The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by
the applicable federal, state and local regulations. The Contractor shall hold the Owner and the Owner's representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or subcontractors.

C. State of New Jersey requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. Asbestos Licenses and Permits

   New Jersey Department of Labor & Workforce Development
   Division of Public Safety & Occupational Safety & Health
   Asbestos Control & Licensing Section
   1 John Fitch Plaza
   P.O. Box 949
   Trenton, NJ 08625-0949
   (609) 633-3760


   New Jersey Department of Community Affairs
   Division of Codes and Standards
   Asbestos Safety Unit
   101 South Broad Street
   P.O. Box 816
   Trenton, NJ 08625-0816
   (609) 633-6224
   Fax Number (609) 633-1040

3. Asbestos Training Courses - N.J.A.C. 8:60 and 12:120

   New Jersey Department of Health and Senior Services
   Indoor Environments Program
   Consumer and Environmental Health Services
   P. O. Box 360
   Trenton, NJ 08625-0360
   (609) 588-7864
   Fax Number (609) 984-5370

4. Disposal Regulations - N.J.A.C. 7:26

   New Jersey Department of Environmental Protection
   Division of Solid and Hazardous Waste
   P.O. Box 414
   Trenton, NJ 08625-0414
   Fax Number (609) 984-6985

D. Standards which apply to asbestos abatement work of hauling and disposal of
asbestos waste materials include but are not limited to the following:

1. American National Standards Institute (ANSI)
   25 West 43rd Street, 4th floor
   New York, NY 10036

   100 Barr Harbor Drive, P.O. Box C700
   West Conshohocken, PA 19428-2959
   - Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82.

PART 2 – SCOPE OF WORK

2.1 SUMMARY OF WORK

This section covers the furnishing of all labor, materials, facilities, equipment, services, permits and agreements necessary to perform the work required for asbestos abatement in accordance with these Technical Specifications, United States Environmental Protection Agency (USEPA) and OSHA regulations, NIOSH recommendations, State of New Jersey regulations and other applicable federal, state and local government regulations. Wherever there is a conflict or overlap of the above references the most stringent provisions shall apply. It shall be the Contractor’s responsibility to verify exact quantities and locations of all asbestos-containing materials. The quantities shown are for informational purposes only. It is USA Environmental Management, Inc., understanding that the Contractor has verified the materials and quantities to be removed under this scope of work and has priced the work accordingly.

2.2 DESCRIPTION OF THE WORK

A. All work shall be conducted within the Academic Building, G-Wing, 3rd Floor, 4th Floor and Penthouse located on the campus of Ramapo College of New Jersey, 505 Ramapo Valley Road, in Mahwah, New Jersey.

B. The Contractor shall remove and dispose of:

1. 7,400 SF asbestos-containing floor tile and mastic and overlying carpet to the concrete substrate; 189 SF of asbestos-containing peg board (drying rack); 660 SF of assumed asbestos-containing laboratory exhaust hoods; three (3) sinks
with assumed asbestos-containing black sink coating; four (4) assumed asbestos-containing fire doors; and 6,900 SF of asbestos-containing white sealant at seams of duct insulation.

i. Removal of asbestos-containing floor tile and mastic shall be accomplished in accordance with the NJ Asbestos Hazard Abatement Subcode for Removal of Non-Friable Asbestos-Containing Material (N.J.A.C. 5:23-8.20) and per the Resilient Floor Covering Institute’s “Recommended Work Practices for Resilient Floor Coverings”. Removal shall be accomplished using non-friable procedures, via heat machines and NO odor aqueous solvent.

ii. Removal of non-friable asbestos-containing peg board, laboratory exhaust hoods, sinks and fire doors shall be accomplished as specified in the Contract Documents and in accordance with the NJ Asbestos Hazard Abatement Subcode for Removal of Non-Friable Asbestos-Containing Material (N.J.A.C. 5:23-8.20); using non-friable procedures (e.g., intact removal methods).

iii. Removal of asbestos-containing non-friable white sealant at seams of duct insulation shall be accomplished in accordance with the NJ Asbestos Hazard Abatement Subcode for Removal of Non-Friable Asbestos-Containing Material (N.J.A.C. 5:23-8.20) using non-friable procedures and within a Negative Pressure Enclosure per Section 02850, 2.7 and 2.8.

C. Refer to the Contract Drawings for the approximate quantities and location of all asbestos-containing materials to be removed, within the scope of this Contract.

D. Quantities:

1. See Appendix I “HOMOGENEOUS MATERIALS REPORT” for details. For this Contractor the Asbestos Abatement Contractor shall remove and dispose of material ID No. 1, 2, 3, 17, 18, 23, 24, 32, and 40 as indicated in Appendix I “HOMOGENEOUS MATERIALS REPORT”.

2.3 ADDITIONAL INFORMATION

A. The Contract Drawings are designed to compliment the Technical Specifications. Wherever conflicts arise between the Contract Drawings and the Technical Specifications, the more stringent shall apply.

B. Prepare all asbestos-containing materials for transportation and disposal in accordance with NEHAPS, OSHA and the United States Department of Transportation (USDOT) asbestos waste handling requirements.

C. The Contractor shall be aware that electrical, communication, other utility lines and HVAC duct system may exist in proximity to some locations where asbestos-containing material is to be removed. The Contractor shall exercise caution with his/her activities during preparation, removal, clean-up and final cleaning operations.
associated with asbestos abatement in these work areas, to prevent damaging said electrical, communication, other utility lines and HVAC ductwork. Where possible, the Contractor shall cautiously move and secure the aforementioned items.

1. Should the Contractor damage any electrical, communication, other utility lines and/or HVAC system components, the Contractor shall be responsible for either the cost to the Owner to repair/replace damaged lines/HVAC system or shall arrange for the lines/HVAC systems to be repaired/replace to the Owner’s specifications with no additional cost to the Owner.

2. The Owner shall be the SOLE deciding factor as to which option referenced above the Contractor shall implement to repair/replace electrical, communication, other utility lines and/or HVAC system components that is damaged as a result of the asbestos abatement activities in these work area locations.

3. Damage caused by the Contractor to surfaces, finishes and building components shall be restored to their existing conditions. The Contractor shall be responsible for either the cost to the Owner to restore damaged surfaces, finishes and building components or shall arrange for the restoration to the Owner’s specifications with no additional cost to the Owner.

D. The Contractor shall utilize proper protective equipment (PPE) such as safety glasses, disposable gloves, protective suits, safety shoes and HEPA cartridge equipped respirators and other appropriate personal protective equipment when handling asbestos contaminated materials during pre-cleaning activities.

E. Security shall be required as follows:

1. The Owner shall be responsible to provide access to and to close the building each day of the intended work. The Contractor shall be responsible to ensure protection against damage or vandalism to separation barriers, engineering systems, monitoring devices, work-related equipment or any other equipment.

F. The Owner shall provide continuous unlimited access for the IHT/AST in all occupied spaces for installation, maintenance, and data collection from monitoring systems.

2.4 STANDARD OPERATING PROCEDURES

A. The Contractor shall develop and implement a written standard operating procedure for abatement work to ensure maximum protection and safeguard from asbestos exposure of the workers, visitors, general public and the environment.

B. The standard operation procedure shall ensure:
1. Proper protective clothing and respiratory protection prior to entering the work area.

2. Safe work practices in the work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking or breaking of respiratory protection in any way.

3. Packing, labeling, loading, transporting and disposal of asbestos-containing materials in a way that minimizes exposure and contamination.

4. Proper exit practices from the workspace to the outside through the decontamination facility.

5. Emergency evacuation for medical or safety to minimize exposure.

6. Safety from accidents in the work area, especially from electrical shocks, slippery surfaces and entanglements in loose hoses, temporary wiring and other equipment.

7. Provisions for effective supervision and personnel air monitoring during work.

8. Engineering systems that minimize exposure to fibers in the work place.

C. Perform OSHA 8-hour Time Weighted Average personal exposure air monitoring in accordance with 29 CFR 1926.1101. OSHA monitoring is solely the responsibility of the Contractor, and the Contractor shall ensure that the Contractor’s Supervisor performs OSHA monitoring in accordance with 29 CFR 1926.1101. The Owner’s Representative is not responsible for the Contractor’s compliance with OSHA monitoring.

D. Provide Personal Protective Equipment (PPE) to the Owner’s Representative and inspector’s representing Federal, State and local agencies, as required to perform progress inspections of the work.

2.5 NOTIFICATIONS, WARNING SIGNS, LABELS AND POSTERS

A. At the entrance the work area and/or decontamination unit, the Contractor’s ingress/egress point to the building and the exterior door that leads from the exterior of the building for the waste removal route, and all sides of the waste dumpster, post an approximate 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sized and styles of a visibility required by 29 CFR 1926:

LEGEND
DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

B. Disposal/Waste Bags/Containers shall be labeled as follows:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
AVOID BREATHING AIRBORNE ASBESTOS FIBERS
AND
Asbestos, NA2212, RQ
AND
Class 9 Label

In addition, the Contractor shall also label all disposal bags and/or containers with the name of the waste generator (Owner) and the location from which the waste was generated; all in accordance with the USEPA NESHAPS regulation - 40 CFR Part 651, Subpart M.

C. Provide other signs, labels, warnings and posted instructions that are necessary to protect, inform and warn people of the hazard from asbestos exposure. Post in a prominent and convenient place for the workers a copy of the latest applicable regulations from OSHA, USEPA and NIOSH.

D. Post 10-day Notifications to the USEPA, New Jersey Department of Community Affairs (when applicable), New Jersey Department of Labor and Workforce Development, New Jersey Department of Environmental Protection and New Jersey Department of Health and Senior Services, at the entrance to the work area(s).

E. Post Construction Permits, if applicable, at the entrance to the work area(s).

2.6 DECONTAMINATION UNITS

A. Description of Work:

1. Provide personnel decontamination for each work area.

B. Personnel Decontamination Unit:

1. Provide a personnel decontamination unit consisting of a serial arrangement of connected rooms or spaces, clean room, shower room and equipment room. Do not allow parallel routes for entry or exit. Provide temporary lighting within decontamination units as necessary to reach a lighting level of 100 foot candles.
2. **Clean room:** Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing.
   
   a. Construct using two (2) individual layers of polyethylene sheeting, at least six (6) mil in thickness on all sides.
   
   b. Locate so that access to the work area from the changing room is through shower room.
   
   d. Separate changing room from the building by a three (3) sheet plastic, weighted, flapped doorway.
   
   e. Require workers to remove all street clothes in this room, dress in clean disposable coveralls, and respiratory protective equipment. Do not allow asbestos contaminated items to enter this room. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.
   
   f. Maintain floor of clean room dry and clean at all times. Do not allow overflow water from shower to wet floor in clean room.
   
   g. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
   
   h. Provide posted information for all emergency phone numbers and procedures.

3. **Shower Room:** Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the equipment room/work area from the clean room, or for showering by workers headed out of the work area after undressing in the equipment room.
   
   a. Construct room by providing a shower pan and shower walls in a configuration that will cause water running down walls to drip into pan.
   
   b. Provide a three (3) tier plastic flapped doorway at the entrance to the shower chamber.
   
   c. Provide shower head and controls.
   
   d. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operational shower.
   
   c. Provide a soap dish and a continuously adequate supply of soap and
maintain in sanitary condition.

d. Arrange so that water from showering does not splash into the clean or equipment rooms.

e. Separate from equipment room by a three (3) sheet plastic, weighted, flapped doorway.

4. Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers.

a. Separate this room from the work area by a three (3) sheet plastic, weighted, flapped doorway.

5. Decontamination Sequence: The Contractor shall require that all workers adhere to the following sequence when entering or leaving the work areas.

a. Entering Work Area: Worker enters clean room and removes street clothing, puts on clean disposable coveralls and respirator, and passes through the shower room into the equipment room. Any additional clothing and equipment left in equipment room needed by the worker are put on in the equipment room. Worker proceeds to the work area.

b. Exiting Work Area: Before leaving the work area, require the worker to remove all gross contamination and debris from coveralls and feet.

c. The worker then proceeds to the equipment room and removes all clothing except respiratory protection equipment.

d. Extra work clothing such as boots, hard hats, goggles, gloves, etc., are to be stored in the contaminated end of the equipment room.

e. Disposable coveralls are placed in a bag for disposal with other material.

f. Require that decontamination procedures be followed by all individuals leaving the work area.

g. After showering, the worker moves to the clean room and dresses in either new coveralls for another entry or street clothes if leaving.

C. Construction of the Decontamination Units:

1. Walls and Ceiling: Construct airtight walls and ceiling using two (2) layers of polyethylene sheeting, at least six (6) mil in thickness. Attach to existing
building elements or a temporary framework.

2. Floors: Use two (2) layers of six (6) mil polyethylene sheeting to cover floors in all areas of the decontamination units.

3. Flap Doors: Fabricate from three (3) overlapping sheets with openings a minimum of four (4) feet wide. Configure so that sheeting overlaps adjacent surfaces. Weigh sheets at bottoms as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of four (4) feet between entrance and exit of any room.

D. Cleaning of Decontamination Units:

1. Clean debris and residue from inside of decontamination units on a daily basis or as otherwise indicated. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

E. Signs:

1. Post an approximately 20” x 14” manufactured caution sign at each entrance to the work areas displaying the following legend with letter sizes and styles of a visibility required by 29 CFR, Part 1926:

   Provide signs in both English and Spanish.

   **LEGEND:**

   DANGER
   ASBESTOS
   CANCER AND LUNG DISEASE HAZARD
   RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
   IN THIS AREA

   Provide spacing between respective lines at least equal to the height of the respective upper line.

2.7 NEGATIVE PRESSURE ENCLOSURE WORK AREA PREPARATION

A. The Contractor shall ensure all HVAC systems within the proposed work area are shut-down prior to the Contractor commencing with preparation activities, relative to asbestos abatement.

B. Electric systems within each work area(s) shall be shut-down. If approved by the ASCM, electric systems within the work area may be used if they are ground fault circuit interrupter (GFCI) protected, cleanable and precautions are used to protect the safety of all within the work area. Temporary lighting shall be the incorporated in the
work area(s), and shall be the responsibility of the Contractor.

C. The Contractor shall ensure that prior to abatement preparation, all moveable items within each work area(s) have been removed from the work area. Items that cannot be removed from the work area(s) shall be cleaned and sealed airtight with two (2) layers of six (6) mil flame resistant rated polyethylene sheeting. The Contractor shall clean all residual dust and debris from the floor and other horizontal surfaces within each work area using HEPA filter equipped vacuums, prior to the installation of the NPE.

D. The Contractor shall restrict access to the area where abatement is to take place.

E. The Contractor shall construct a Decontamination Unit contiguous to the work area for use by abatement personnel for personal decontamination.

F. The Contractor shall install sufficient negative air filtration devices (AFDs) within each work area(s). The AFDs shall be exhausted to the exterior of the building.
   1. The Contractor shall install sufficient negative AFDs to supply the asbestos work area with a minimum of four (4) air changes per hour. Calculations shall be derived from field measurements of the installed AFDs on-site, prior to beginning work.
   2. The Contractor shall provide HEPA, secondary and pre-filters for all AFDs. All HEPA filters shall not have more than the manufacture’s hours of usage time. The pre-filter shall be changed every four (4) hours or sooner as required during abatement.
   3. The Contractor shall be responsible for the complete operation and maintenance of the AFDs and components.
   4. Mechanically affix all exhaust ducts to the AFDs and seal with duct tape. Install AFD units as per design. Exhaust AFDs to the exterior of the building.
   5. For occupied building conditions, the exhaust capacity from the work area shall be sufficient to establish a pressure differential between the work area and all adjacent spaces greater than or equal to 0.03 inches water column (“w.c.”).
   6. The Contractor shall install a digital manometer that provides a continuous strip chart record. The Contractor shall install the digital manometer(s) near the entrance(s) to the work area and between the work area(s) and any interior spaces from which make-up air is drawn. The exhaust capacity from the work area shall be sufficient as to establish a pressure differential between the work area and all adjacent spaces greater than or equal to 0.03” w.c. The Contractor’s supervisor shall be qualified and proficient in both the operation
of the manometer unit and in calculating to determine the number of AFDs necessary to achieve and maintain the required 0.03" w.c. in the work area. The Contractor shall be responsible to ensure that the manometer(s) remains functional at all times. The Contractor shall calibrate at the beginning of each shift and ensure manometer(s) have sufficient tape and ink to carryover into the next work day.

G. Contact the Owner’s representative for inspection and approval of the abatement work area prior to commencement of the abatement asbestos-containing materials.

H. Removal shall commence closest to the decontamination unit.

I. The Owner’s representative shall perform a visual inspection and conduct final clearance air monitoring of the work area. If analytical results are obtained that are higher than the allowable threshold, the Contractor shall re-clean the work area and the Owner’s representative shall re-test the area. This sequence shall be repeated until the final test results are acceptable.

J. Upon receipt of acceptable final air tests, the Contractor shall demobilize all critical and separation barriers, decontamination unit and engineering controls from the abatement area. All waste containers shall be off-site and en-route to an USEPA ID #27 approved landfill for final disposal.

K. The Owner’s Representative will perform a final visual inspection of the abatement work area, with all waste off the premises. If the inspection is satisfactory, the Contractor shall file for and obtain a Certificate of Occupancy from the local New Jersey Department of Community Affairs for all PERMITTED WORK referenced herein.

2.8 NEGATIVE PRESSURE ENCLOSURE (NPE) REMOVAL

A. Pre-Cleaning

1. Prior to the start of abatement activities, the Contractor shall ensure all electric coming into the work area(s) is shut down or GFI protected. The Contractor shall wet clean and HEPA vacuum all non-ACM, non-removable objects and seal in two (2) independent layers of six (6) mil polyethylene sheeting.

2. All removable items; i.e., electrical, heating, ventilating and other non-ACM objects, attached to the asbestos-containing material shall be wet cleaned and removed from the work area.

B. NPE Construction

1. Within the work area extents, the Contractor shall seal all openings in floors,
walls, ceilings with expanding foam insulation and/or with critical barriers.

a. Critical barriers shall be composed of two (2) independent layers of six (6) mil flame resistant polyethylene sheeting.

b. The critical barriers shall be affixed to the substrate either with duct tape or stapled or fastened with spray-on adhesives, glue beads or horizontal wood battens.

c. The Contractor shall support critical barrier walls with 2”x4” wood/metal studs (or equivalent) at intervals of approximately 32”.

2. The Contractor shall install floor coverings within the work area consisting of one (1) layer of six (6) mil flame resistant polyethylene sheeting, unless, the floor is to be removed as part of the abatement work.

i. The first floor layer shall extend up the wall at least 12 inches.

ii. The Contractor shall minimize the number of seams on the floor and no seams shall be permitted between wall and floor joints.

3. After floor coverings are in place, the Contractor shall erect one (1), six (6) mil flame resistant polyethylene sheeting wall, extending from the ceiling to the floor, overlapping floor sheeting by at least 18 inches, unless, the wall is to be removed as part of the abatement work.

i. No seams shall be located at the corners.

ii. Where no walls exist, the Contractor shall first construct critical barriers to create walls for the work area(s).

4. The Contractor shall install a ceiling consisting of one (1) layer of six (6) mil flame resistant polyethylene sheeting, unless, the ceiling is to be removed as part of the abatement work.

5. AFDs shall be put in place, equipped with HEPA filters.

i. AFDs shall exhaust to the outside of the building.

ii. Sufficient number of AFDs shall be utilized to ensure air changes every 15 minutes with an acceptable pressure established.

6. The Contractor shall construct a decontamination unit as per section 2.6.

C. Removal

1. The asbestos-containing material(s) shall be sprayed with amended water or a removal encapsulant by means of a low-pressure sprayer. The ACM shall remain adequately wet at all times of removal.

2. Removal shall commence from the decontamination unit, towards the AFDs.
3. All waste shall be wet and placed into labeled 6 mil polyethylene bags. All bags shall be doubled with OSHA labels visible.
   i. The Contractor may place the sealed double bagged waste bags in a sealable drum.

4. Sharp objects shall be cut into manageable pieces while wet. The objects shall then be placed in sealable, leak proof containers or wrapped in two (2) layers of six (6) mil polyethylene sheeting.

5. After removal of the asbestos-containing material, the Contractor shall fine clean all surfaces with nylon brushes, wet sponges or equivalent. Material shall remain adequately wet.

6. Waste bags and/or drums shall be cleaned and disposed of in an on-site dumpster or Contractor’s vehicle, registered with the New Jersey Department of Environmental Protection.

7. All accessories and equipment shall be moved to the equipment room of the decontamination unit and cleaned prior to exiting the decontamination unit.

8. Water utilized for the shower room of the decontamination unit shall be collected and added to the asbestos waste or solidified in a leak proof drum with an acceptable polymer.

D. Final Clean-up

1. The Contractor shall fine spray and/or mist the work area with amended water or a removal encapsulant; the work area shall remain adequately wet at all times. All vertical and horizontal surfaces shall be wet wiped and cloths disposed of as asbestos contaminated waste.

2. After completion of cleaning all surfaces, the Contractor shall apply a sealant to all exposed surfaces. The sealant shall be tinted so as to be distinct from the underlying substrate.

3. Once the sealant is dry, the Contractor shall remove all floors, walls and ceilings by means of carefully rolling up the polyethylene sheeting, with the contaminated portion on the inside. The sheeting shall then be placed in labeled 6 mil waste bags, double bagged and disposed of properly.

4. The Contractor shall wet clean with amended water or a removal encapsulant all surfaces within the work area twice. All cloths used shall be disposed of as asbestos contaminated waste.
5. Critical barriers shall remain in place until satisfactory air sample results are obtained.

E. Final Cleaning – Upon Receipt of Satisfactory Final Clearance Air Sample Results

1. The Contractor shall remove all critical barriers and dispose of properly.

2. Inside of windows shall be washed.

3. Transport all waste and waste containers off-site, to an USEPA ID #27 approved landfill.

2.9 REMOVAL OF NON-FRIABLE FLOOR TILE AND MASTIC

A. Floor Tile Removal:

Contractor may elect to remove all layers of floor tile and mastic along with the underlayment to the concrete subfloor. Removal of “sheets” of underlayment is acceptable if the materials remain in a non-friable state and all work is completed within a negative pressure enclosure, as specified.

1. The Contractor shall install a two (2) flapped fire retardant, six (6) mil polyethylene sheeted air lock at the entrance to the work areas. Entrance flaps are to be installed so that the flaps will close if air flow into each work area is stopped for any reason.

2. The Contractor shall be responsible for the erection of critical barriers consisting of two (2) layers of fire retardant, six (6) mil polyethylene sheeting over all openings and access points from the exterior of the work area(s) and over all electrical panels within the work areas. The Contractor shall provide all ladders, scaffolding and/or other necessary equipment for the installation of all engineering controls.

3. The Contractor shall provide and install HEPA-equipped air filtration device(s) (AFDs) within the work areas to create a continuous negative pressure within the work areas throughout abatement operations, in addition to the prevention of smoke/fumes from exiting the work areas. This may require more than one (1) AFD depending on conditions. Exhaust for the AFDs shall be ducted to the outside of the building.

   i. If necessary, the Contractor shall construct all exterior exhaust manifolds using a minimum of ½ inch fire rated plywood sheeting with sheet metal flanges. The Contractor shall affix duct outlet with mechanical fasteners. The Contractor shall also be responsible for establishing streamers at the outlets of the duct work to provide quick assessment of the AFDs operation.
4. Removal activity shall not commence until a written Notice to Proceed has been issued by USAEMI’s on-site representative. Approval of each work area for removal activity shall not, in any way, relieve the Contractor of his responsibility to ensure that non-work areas and items/equipment within each work area are protected from smoke/fumes, physical damage, or asbestos contamination from this project.

5. The Contractor shall remove floor tile by heating with an approved radiant heat machine until the heat penetrates through the tile and softens the adhesive. When the tile/adhesive is sufficiently heated, carefully lift the tile with a long handled tile scraper from the sub-flooring. Ensure that all broken tile show evidence of heat application and apply amended water to the broken tile and any debris before removing from the sub-flooring and disposal.

6. ACM waste shall be stored in a covered, locked dumpster or approved waste transfer vehicle. Prepare waste for transport in accordance with specific requirements of the waste facility and all applicable local, state and federal regulations.

7. Transport the waste to the waste dumpster or waste vehicle in covered carts, with consideration given at all times to building occupants and/or facility personnel.

B. Mastic Removal:

1. Protect walls from slurry splash at floor/wall junction with polyethylene sheeting or other approved method.

2. Apply a NO ODOR removal solution with a mop or hand sprayer. Allow removal solution to soak for a minimum of 5-10 minutes before removal. Do not allow the removal solution to penetrate the substrate or migrate to areas below the floor. Do not allow the removal solution to extend beyond the floor tile/mastic scheduled for removal.

3. Remove the adhesive using 3M black floor pad or equivalent. The floor must be continually kept wet during removal operation. HEPA vacuum adhesive slurry, or collect and wipe with rags. Dispose of as ACM waste.

4. Rinse floor and clean again, once as a minimum, and as many times as necessary, to remove adhesive to the desired degree. The completed floor shall be clean enough to accept new mastic and floor tile to the satisfaction of the Owner.

5. The Contractor shall supply all materials and equipment required to perform all abatement activities in accordance with the requirements of the Plans and Specifications.
2.10 REMOVAL OF INTACT NON-FRIABLE ASBESTOS-CONTAINING MATERIALS

A. Work specified herein is limited to those materials that can be removed intact and in whole sections such as, but not limited to:

1. Peg Boards (Drying Racks)
2. Exhaust Hoods
3. Fire Doors
4. Sinks

B. Products

1. Six (6) mil polyethylene sheeting
2. Spray glue
3. High quality duct tape
4. Garden sprayer
5. Amended water
6. Asbestos warning signs
7. Other equipment deemed necessary by the Contractor, such as man-lifts, pulley systems, fork lifts, etc.

C. Establish work area engineering controls as indicated in Section 02850, 2.9.

D. Post appropriate warning signs and/or tape at the entrance to the work area and around the work area boundaries.

E. Mist the material with amended water.

F. Remove fasteners used to secure the non-friable asbestos-containing material (ACM) to a substrate without disturbing the ACM. In the event that other methods are required to remove the material intact, the methods must be approved by the IHT prior to utilization.

G. Remove the non-friable ACM in whole sections and place on two (2) layers of six (6) mil polyethylene sheeting.

H. Package the ACM with the two (2) layers of polyethylene sheeting and seal all seams with spray-glue and duct tape.

I. Place appropriate warning signs and generator labels on the packaged ACM and place in the on site waste container or Asbestos Abatement Contractor’s registered vehicle, in accordance with the requirements set forth in this Technical Specification.

J. Personnel shall decontaminate in accordance with the requirements set forth in this Technical Specification.
K. Engineering controls shall remain operational until a satisfactory visual inspection, final clearance air samples have been collected and the clearance criteria achieved, as conveyed by the IHT.

2.11 WORK AREA CLEAN UP

A. All surfaces and Contractor equipment in the work area(s) shall be cleaned after completion of the removal activities.

B. All ceiling support system components and other ceiling-mounted, mechanical, electrical equipment etc. left in place in the work area shall be cleaned using a HEPA-filter equipped vacuum and wet cleaned with the water/surfactant mixture.

C. Walls shall be wet cleaned.

D. The polyethylene sheeting applied to the walls and floor shall be sprayed with the water/surfactant mixture, rolled up keeping the top surface to the inside and placed into six (6) mil asbestos disposal bags for disposal as asbestos contaminated waste.

E. Lastly, the walls and floor in the work area shall be cleaned with a HEPA-filter equipped vacuum.

F. AFDs, critical barriers and decontamination units shall remain. Upon issuance of a satisfactory Clean-up Inspection, the Owner’s representative shall proceed with the collection of final clearance air samples.

2.12 ASBESTOS WASTE HANDLING AND DISPOSAL

A. Disposal bags shall be six (6) mil, leak tight, and labeled in accordance with OSHA, NESHAPS, and the United States Department of Transportation (USDOT) regulations.

B. Load all asbestos-containing waste material in disposal bags or leak-tight drums. All materials are to be contained in one (1) of the following:

Two (2), six (6) mil disposal bags, or,
Two (2), six (6) mil disposal bags and a fiberboard drum, or
Two (2), six (6) mil disposal bags, and sealed steel drum.

C. Two (2) layers of six (6) mil flame resistant polyethylene sheeting shall be utilized for wrapping large components not suited for disposal bags or drums.

D. Duct tape shall be used to seal disposal bags and wrapped components.

E. The Contractor’s vehicle and/or dumpster shall be lined with a critical barrier of two
(2) layers of six (6) mil flame resistant polyethylene sheeting. The Contractor’s vehicle and/or dumpster utilized to transport the asbestos waste off-site, and the Waste Hauler shall be licensed by the New Jersey Department of Environmental Protection.

F. Contractor shall remove waste from work area to waste dumpster only during times of minimum occupancy (i.e., at the end of the work shift when building occupancy is anticipated to be at its minimum).

G. Maintain records of waste shipments in accordance with NESHAPS 40 CFR Part 61, section 61.150, (d) 1-5 and (e).

H. Notify the USEPA ID #27 approved landfill within 10-days prior to transportation of the asbestos-containing waste to the landfill. Provide the name and address of the landfill. Retain manifest from the landfill for all materials disposed. At the completion of asbestos abatement forward all manifests to the Owner.

I. On-site activities shall not be considered complete until all waste is off-site, upon demobilization of the work area(s), after receipt of satisfactory final clearance air sample results.

PART 3 – AIR MONITORING

3.1 DESCRIPTION OF THE WORK

A. This Section describes air monitoring to verify that the building beyond the work area and the outside environment remains uncontaminated. This Section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.

B. AIR MONITORING REQUIRED BY OSHA IS WORK OF THE CONTRACTOR AND IS NOT COVERED IN THIS SECTION.

3.2 BACKGROUND AIR MONITORING

A. The Owner’s Representative conduct background environmental/daily air monitoring to detect faults in the work area isolation, such as:

1. Contamination of the building outside of the work area with airborne asbestos fibers,

2. Failure of filtration or rupture in the differential pressure system,

B. Should any of the above occur, immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner’s
Representative.

C. Fiber Concentrations Outside the Work Area(s):

1. If any air sample taken outside of the work area(s) exceeds 0.010 fibers per cubic centimeter, immediately and automatically stop all work except corrective action.

2. The Owner’s Representative will determine the source of the high reading and so notify the Contractor in writing.

3. If the high reading was the result of a failure of work area isolation measures, initiate the following actions:
   a. Immediately erect new critical barriers to isolate the affected area(s) from the balance of the building. Erect critical barriers at the next existing structural isolation of the involved space (e.g., wall, ceiling, floor).
   b. Clean and decontaminate the affected area utilizing wet wiping and HEPA vacuuming techniques.
   c. Require that respiratory protection be worn in affected areas until the area is cleared for re-occupancy via air sampling.
   d. Leave critical barriers in place until completion of work and ensure that the operation of the pressure differential system in the work area results in a flow of air from the balance of the building into the affected area.
   e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a shower room and changing room at entry point to affected area.
   f. After certification of visual inspection, by the Owner’s Representative, in the work area remove critical barrier separating the work area from the affected area.
   g. Final air samples will be taken within the entire area as set forth in Part 3.3.

4. If the high reading was the result of other causes, initiate corrective action as determined by the Owner’s Representative.

5. The Contractor shall complete corrective work with no change in the Contract sum.

D. Daily Air Monitoring shall be performed from the start of work to project decontamination, per shift. The Owner’s Representative shall collect, at a minimum, air samples from locations adjacent to the work area, including critical barriers, the clean room of the decontamination unit and the waste removal route.
E. Phase Contrast Microscopy (PCM) sampling and analysis will be performed using the latest revision of NIOSH Method 7400. Where required, this analysis will be carried out at the job site so that results can be obtained within four hours from start of sampling. The analyst shall be listed in the Asbestos Analyst Registry of the AIHA for PCM analysis.

3.3 FINAL CLEARANCE AIR MONITORING

A. The Owner’s Representative shall collect final clearance air samples at the completion of the abatement activities and after a satisfactory clean-up Inspection.

B. Engineering controls, critical barriers and the decontamination unit shall remain during final clearance air sampling.

C. All final clearance air samples will be taken using aggressive sampling techniques as follows:

1. Before sampling pumps are started, the exhaust from forced-air equipment (leaf blower with 1 HP electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for five (5) minutes per 10,000 cubic feet of air volume.

2. One 20” diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 2 meters above the floor, directed towards the ceiling and operated at low speed for the entire period of sample collection.

3. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors or vents.

D. A minimum of five (5) samples will be collected from the work area and analyzed in accordance with the method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.

1. For work area(s) where more than 10 LF/25 SF of asbestos-containing materials have been removed, final clearance samples shall be collected/analyzed utilizing Transmission Electron Microscopy (TEM).

2. For work area(s) where less than 260 LF of asbestos-containing materials have been removed, final clearance samples shall be collected/analyzed utilizing PCM if the work area(s) was a limited containment.

3. TEM samples shall be analyzed at a laboratory accredited by the American Industrial Hygiene Association, participating in the National Voluntary
Laboratory Accreditation Program (NVLAP). Analytical results shall be available to the Owner’s Representative within six (6) hours upon receipt by the laboratory. PCM samples shall be analyzed on-site, in accordance with the most recent revision to NIOSH method 7400.

4. Acceptable Clearance Criteria for work area demobilization and re-occupancy shall be as follows:

   a. TEM: Average of less than 70 Structures per millimeter squared for all five (5) samples analyzed.

   b. PCM: Less than 0.01 fibers per cubic centimeter.

PART 4 - PROJECT COMPLETION

4.1 FINAL INSPECTION

A. The Owner’s Representative shall perform a final inspection of the work area in accordance with New Jersey Department of Labor and Workforce Development requirements. If analytical results are obtained that are higher than the allowable threshold the Contractor shall re-clean the work area and the Owner’s Representative shall re-test the area. This sequence shall be repeated until the final test results are acceptable.

1. The Contractor shall be financially responsible for additional cleaning, IHT/AST services and final clearance air sampling and analysis at no cost to the Owner.

B. Upon receipt of acceptable final air tests the Contractor shall demobilize all critical and separation barriers, decontamination unit and engineering controls from the abatement work areas. All waste containers shall be off-site and en-route to an USEPA ID #27 approved landfill for final disposal.

C. The Owner’s Environmental Representative will perform a final visual inspection of the abatement work area(s) to document the project has been completed in accordance with these Technical Specifications and all applicable Local, State and Federal regulations.

END OF SECTION 02850
Appendix I

To

SECTION 02850 – REMOVAL AND DISPOSAL OF ASBESTOS-CONTAINING MATERIALS

“HOMOGENEOUS MATERIALS REPORT”
## HOMOGENEOUS MATERIALS REPORT

<table>
<thead>
<tr>
<th>ID No.</th>
<th>Material Description</th>
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<th>Room Description</th>
<th>Asbestos Content</th>
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#### 17 1’ X 1’ TAN FLOOR TILE WITH BROWN AND CREAM MOTTLED PATTERN

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## HOMOGENEOUS MATERIALS REPORT

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Page 3 of 5
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#### 32 WHITE SEALANT AT DUCT INSULATION SEAMS

- **Room Code:** G601
- **Room Description:** PENTHOUSE

- **Material:** YES - TESTED
- 6804 SF 0 SF

#### 40 BLACK SINK COATING AT STAINLESS SINK

- **Room Code:** G302
- **Room Description:** G302

- **Room Code:** G304
- **Room Description:** LAB

- **Material:** ASSUMED
- 1 UNIT(S) 0 UNIT(S)
- 2 UNIT(S) 0 UNIT(S)

#### 43 GREY WINDOW GLAZING AT EXTERIOR WINDOWS OF GREEN HOUSE

- **Room Code:** G603
- **Room Description:** GREEN HOUSE ROOF/EXTERIOR

- **Material:** YES - TESTED
- 55 UNIT(S) 0 UNIT(S)

#### 47 BLACK TAR PIPE COVERING ASSOCIATED WITH ID NO. 46

- **Room Code:** G602
- **Room Description:** PENTHOUSE ROOF

- **Material:** YES - TESTED
- 3 LF 0 LF

#### 50 GREY/BROWN WINDOW GLAZING AT EXTERIOR

- **Room Code:** G701E
- **Room Description:** EXTERIOR WINDOWS

- **Room Code:** G701N
- **Room Description:** EXTERIOR WINDOWS

- **Room Code:** G701S
- **Room Description:** EXTERIOR WINDOWS

- **Room Code:** G701W
- **Room Description:** EXTERIOR WINDOWS

- **Material:** YES - TESTED
- 56 UNIT(S) 0 UNIT(S)
- 14 UNIT(S) 0 UNIT(S)
- 92 UNIT(S) 0 UNIT(S)
- 89 UNIT(S) 0 UNIT(S)

#### 52 BLACK FLASHING ASSOCIATED WITH ID NO. 49

- **Material:** YES - TESTED
### Homogeneous Materials Report

**Project Number:** 12-020310-03  
**Inspection Date:** 4/13/2012

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<tr>
<th>Room Code</th>
<th>Material Description</th>
<th>Asbestos Content</th>
</tr>
</thead>
<tbody>
<tr>
<td>G602</td>
<td>PENTHOUSE ROOF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>110 LF 0 LF</td>
<td><strong>Yes - Tested</strong></td>
</tr>
<tr>
<td>G601</td>
<td>G-WING ROOF</td>
<td></td>
</tr>
<tr>
<td></td>
<td>110 LF 0 LF</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>BLACK FLASHING ASSOCIATED WITH ID. NO. 41</td>
<td><strong>Yes - Tested</strong></td>
</tr>
<tr>
<td>G601</td>
<td>G-WING ROOF</td>
<td>110 LF 0 LF</td>
</tr>
</tbody>
</table>