



COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT

Joseph A. Graziano Sr., Director

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COUNTY COMMISSIONERS**

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County Counsel

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Clerk of the Board

RICARDO S. MATIAS
PE, CME, CFM
County Engineer
Director, Division of Engineering

MEMORANDUM

TO: All Potential Bidders

FROM: Ricardo S. Matias, PE, CME, CFM, 
County Engineer
Director / Division of Engineering

DATE: January 31, 2023

RE: **ADDENDUM NUMBER 1**

**Union County Courthouse Tower
Environmental Remediation
City of Elizabeth, County of Union, New Jersey
BA# 3-2023;
Union County Engineering Project #2022-022**

Attached is Addendum Number 1 dated January 31, 2023 for the above referenced project.

Please note that the attached "Addendum Number 1" form must be completed and submitted with the original

DIVISION OF ENGINEERING



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: January 31, 2023

To: All Bidders

Re: Addendum #1

Facility: Union County Courthouse
2 Broad Street
Elizabeth, New Jersey 07201

Project: Microbial Remediation and Asbestos Operations and Maintenance Project

The following is an Addendum to the Contract Documents originally dated July 13, 2022 and revised November 29, 2022, for the referenced project. Bidders shall acknowledge receipt of this Addendum by signing attached Acknowledgement of Addendum form. This form must be included within bidders submitted bid package to mailing address referenced on the Bid Documents. This Addendum is issued for the purpose of amending and/or augmenting certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made a part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

ADDENDUM # 1

1. Page 16 Section 4.1 – Scope of Work (12th Floor Restroom)

DELETE

2. “Clean 30 square feet of plaster debris utilizing High Efficiency Particulate Air Filter equipped vacuums.”

JUSTIFICATION:

Debris has already been removed/cleaned-up and as such is no longer part of the remediation scope of work.

2. Page 16 Section 4.1 – Scope of Work (12th Floor Restroom)

DELETE

3. “Remove and dispose of three (3) water damaged ceiling tiles.”

ADD

3. Remove and dispose of (1) water damaged ceiling tile.
-

3. Page 17 Section 4.1 – Scope of Work (13th Floor Office)

DELETE

4. “Remove and dispose of all carpeting.”

ADD



-
4. Remove and dispose of remaining red-carpet squares (50 square feet). New blue carpet squares shall be protected from damaged during remediation activities.
-

4. Page 17 Section 4.1 – Scope of Work (14th Floor Office)

DELETE

1. “Remove and dispose of four (4) water damaged ceiling tiles.
 - a. Cover exposed gap created by tile removal with polyethylene sheeting.”

JUSTIFICATION:

Water damaged ceiling tiles have already been removed and as such are no longer part of the remediation scope of work.

5. Page 18 Section 4.1 – Scope of Work (14th Floor Office)

DELETE

5. “Remove and dispose of all carpeting.”

ADD

5. Remove and dispose of remaining red-carpet squares (80 square feet). New blue carpet squares shall be protected from damaged during remediation activities.
-

6. Page 18 Section 4.1 – Scope of Work (15th Floor Office)

DELETE

1. “Remove and dispose of all ceiling tiles and the metal ceiling tile grid.
 - a. Note: Paint chips on back side of ceiling tiles are lead containing (<1 mg/cm²) as such Contractor must follow the OSHA Lead Safe Work Practices in Construction Standard.
 - b. Following removal of ceiling components, Contractor shall install a polyethylene ceiling in the room at the approximate height of the former ceiling tile grid.”

ADD

1. Remove and dispose of all ceiling tiles and the metal ceiling tile grid.
 - a. Note: Paint chips on back side of ceiling tiles are lead containing (<1 mg/cm²) as such Contractor must follow the OSHA Lead Safe Work Practices in Construction Standard.
 - b. Following removal of ceiling components, Contractor shall install polyethylene sheeting barriers extending from the top of the interior walls of the office to the ceiling deck above.



-
- c. Polyethylene walls shall be affixed in place utilizing an appropriate adhesive and tape. Should it be deemed necessary, the Contractor may reinforce the polyethylene sheeting to ceiling junction with wood furring strips secured in place with appropriate fasteners for the substrate.
 - d. Polyethylene sheeting wall construction shall be considered construction of the neutral pressure enclosure and as such shall occur prior to any and all remediation activities that disturb paint and plaster in the work area.
 - e. The polyethylene sheeting wall shall be installed to ensure that existing flexible and rigid Heating Ventilation, and Air Conditioning ductwork are excluded from the work area.
-

7. Page 18 Section 4.1 – Scope of Work (15th Floor Office)

ADD

- 6. Stabilize 100 square feet of wall and ceiling plaster.
 - a. Note: Majority of stabilization is above ceiling tile grid >10 feet above the floor. Ceiling deck is approximately 16 feet above the floor.
 - b. Stabilization shall be performed utilizing hand tools to remove loose material back to stable material.
 - 7. Stabilize 395 square feet of delaminating/chipping paint above the ceiling tile grid throughout the office.
 - a. Note: Existing HVAC equipment, lights, and ceiling tiles shall be protected during remediation activities. Contractor shall be responsible for relocation and/or protection of existing infrastructure during remediation activities.
 - b. Note: Paint chips on back side of ceiling tiles are lead containing (<1 mg/cm²) as such Contractor must follow the OSHA Lead Safe Work Practices in Construction Standard.
 - 8. Clean all surfaces in the work area with High Efficiency Particulate Air Filter equipped vacuums.
-

8. Page 18 Section 4.2 – General Requirements

DELETE

- 1. “Work on the 13th Floor will require the removal of built-in cabinetry. Removal and transport of the furniture to a specified storage area shall be the responsibility of the Contractor.”

JUSTIFICATION:

Built-in cabinetry has already been removed from the work area and as such is no longer part of the remediation scope of work.

9. Page 18 Section 4.2 – General Requirements



DELETE

2. “All remediation work shall be performed inside of neutral pressure enclosures. The enclosure shall extend from the suspended ceiling to the floor.”

ADD

2. All remediation work shall be performed inside of neutral pressure enclosures.

10. Page 20 Section 4.4 – Schedule

DELETE

“Work hours shall be between 7:00 a.m. and 4:00 p.m., daily”

ADD

Work hours shall be between 7:00 AM and 4:00 PM, daily, or 4 PM and 12:00 AM, daily, depending on the availability of the facility, and at the direction of the Owner.

11. Specification Section 02 82 00 Asbestos Operations and Maintenance

ADD

ADD ALTERNATE UNIT PRICE: The Contractor shall also submit an Add Alternate Unit Price for wrap and cut removal of asbestos insulated risers in the pipe chases on the 13th, 14th, and 15th Floors. The wrap and cut alternate bid should be a per linear foot unit price and account for all necessary work area containment. Note: Containment requirements shall be identical to those listed in the asbestos operations and maintenance repair specifications.

Please see updated Bid Sheet B4 (attached) for bidder inclusion of linear foot pricing for above scope. Bidder must submit this updated Bid Sheet with their bid package.

“END OF ADDENDUM # 1”

WORK AREA PREPARATION/SCOPE OF WORK

1. CRITICAL BARRIERS COMPRISED OF 6 MIL POLYETHYLENE SHEETING SHALL BE INSTALLED AT ALL OPENING INTO THE WORK AREA INCLUSIVE OF WINDOWS, DOORS, AND HVAC EQUIPMENT.
2. CONTAINMENT TENT WALLS SHALL BE CONSTRUCTED UTILIZING A SINGLE LAYER OF 6 MIL POLYETHLYENE SHEETING. TENT WALLS SHALL BE ADEQUATELY SUPPORTED TO PREVENT FAILURE/COLLAPSE.

*ADEQUATE SUPPORT SHALL BE AT THE DISCRETION OF THE REMEDIATION CONTRACTOR'S SUPERVISOR.

*INTERIOR CONTAINMENT WALLS SHALL EXTEND TO THE CEILING DECK APPROXIMATELY 16 FEET ABOVE THE FLOOR.
3. AN ADEQUATE NUMBER OF HEPA FILTER EQUIPPED AIR FILTRATION DEVICES (AFD) SHALL BE INSTALLED IN THE WORK AREA TO ACHIEVE FOUR (4) AIR CHANGES PER HOUR.
4.

*AFD EXHAUST SHALL BE ROUTED TO THE EXTERIOR OF THE BUILDING.
5. PERFORM EXPLORATORY DEMOLITION OF THE PIPE CHASE.
6. CLEAN RESIDUAL DEBRIS AT THE BASE OF THE CHASE.
7. REPAIR REMAINING PIPE INSULATION IN ACCORDANCE WITH SECTION 3.4 OF THE TECHNICAL SPECIFICATION

LEGEND

CSE

DECONTAMINATION UNIT

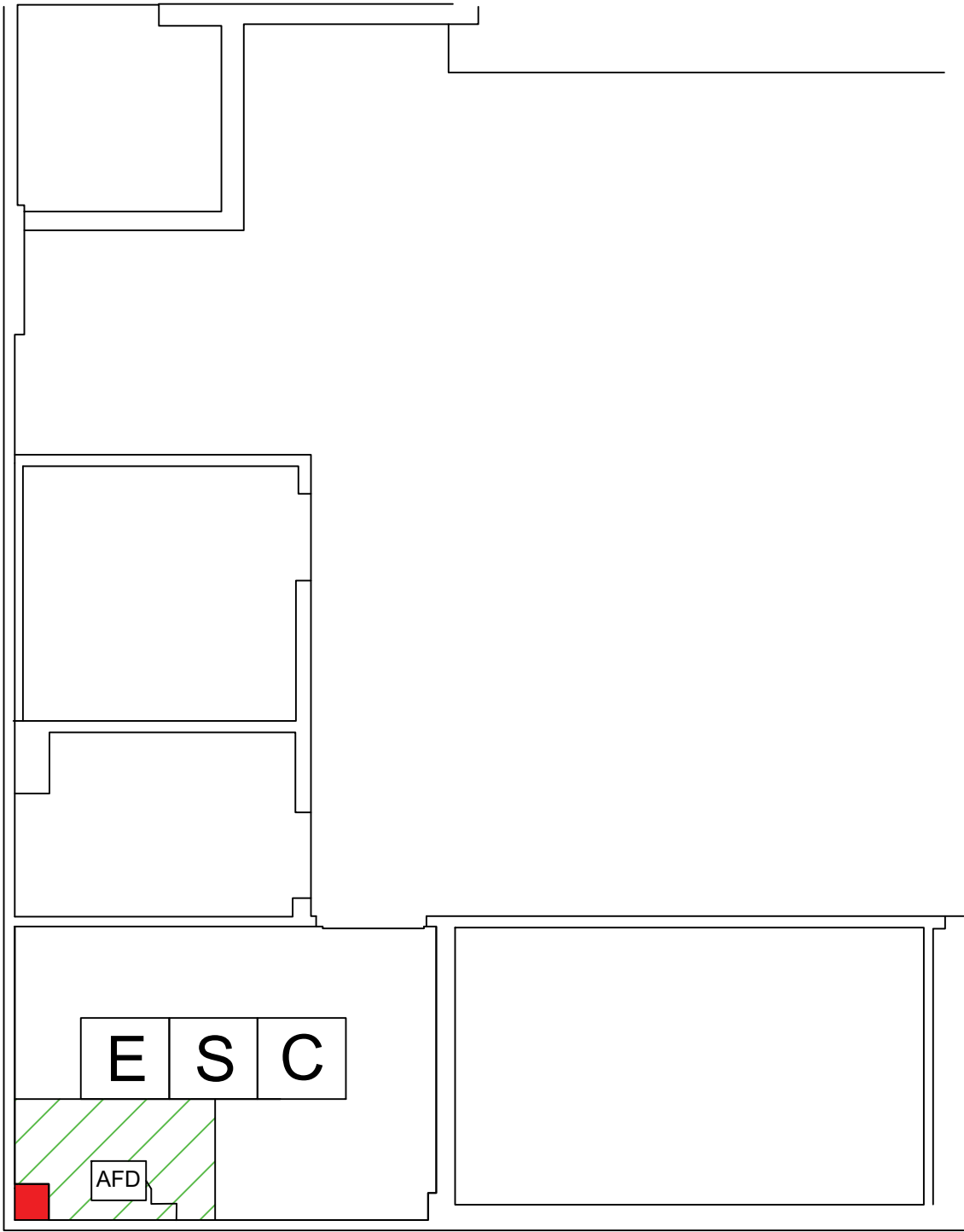
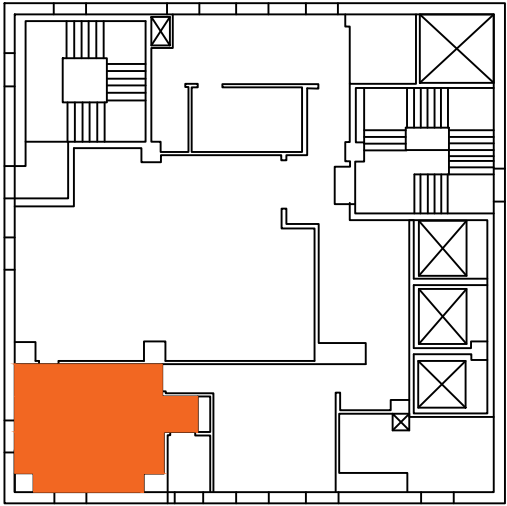
AFD

AIR FILTRATION DEVICE

PIPE CHASE

WORK AREA EXTENTS

SITE MAP



ENVIRONMENTAL CONNECTION INC
A Vertical Technologies Corporation

Environmental Consulting, Auditing & Investigations

120 North Warren Street
Trenton, NJ 08608
TEL: 609-392-4200 FAX: 609-392-1216
EMAIL: info@vtihq.com WEB: www.VTIHQ.com

02	01/30/23	Revision
01	N/A	Issued for Review
No.	Date	Issue or Revision

ASBESTOS OPERATIONS AND
MAINTENANCE

UNION COUNTY COURTHOUSE

2 BROAD STREET, ELIZABETH, NEW JERSEY

Date:	July 1, 2022
Scale:	NTS
Drawn By:	JJR
Project No:	22236-01

Drawing Title

O&M - 15TH
FLOOR

Drawing No.

O&M-03

BIDDER'S NAME: _____

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

**Union County Courthouse Tower Environmental Remediation,
City of Elizabeth, County of Union, New Jersey
BA# 3-2023; Union County Engineering Project #2022-022**

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

LUMP SUM BID:

Written

Figures

BID CONTINGENCY: (To be used if and when directed by the County)

Twenty Five Thousand Dollars
Written

\$25,000.00
Figures

TOTAL LUMP SUM PLUS BID CONTINGENCY AMOUNT:

Written

Figures

UNIT PRICING (SHALL BE FILLED IN AT THE TIME OF BID)

This is a lump sum basis of award bid for all work. The following units are for modifying methods of abatement from those indicated by the Contract Documents (Drawings and/or Specifications) and upon written instructions from the Engineer, the following unit prices shall prevail. The unit pricing may be used by the Owner and shall include all labor, installation, materials, removal, overhead, profit, insurance bond and all incidental items required to complete said work.

ITEM NO	DESCRIPTION	PRICE PER LINEAR FT. AMOUNT
1	Wrap and Cutting of Assumed Asbestos Wrapped Steam Piping in Existing Pipe Chase (13 TH , 14 TH & 15 TH FLOORS)	

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

BIDDER'S NAME: _____

ACKNOWLEDGMENT OF ADDENDUM

ADDENDUM NUMBER 1

DATED: January 31, 2023

COUNTY OF UNION

**Union County Courthouse Tower
Environmental Remediation, City of Elizabeth
County of Union, New Jersey**

**BA# 3-2023
Union County Engineering
Project # 2022-022**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Union County is issuing Addendum #1 for the above mentioned project as described below:

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
<u>ADDENDUM NUMBER 1:</u>		
See Addendum # 1 from Environmental Connection Inc. dated January 31, 2023 (6 pages total including 15 th floor plan and updated Bid Form)		

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

**ADDENDUM NO. 1
DATED: 1/31/2023**

**SPECIFICATIONS
FOR
Union County Courthouse Tower Environmental
Remediation, City of Elizabeth, County of Union,
New Jersey, BA#3-2023;
UC Engineering Project #2022-022
JANUARY 2023**

**UNION COUNTY
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**DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND
FACILITIES MANAGEMENT**
Joseph A. Graziano, Sr., CPWM
Director, Department of Engineering, Public Works and
Facilities Management

**COUNTY ENGINEER
DIVISION OF ENGINEERING**
Ricardo Matias, PE, CME, CFM

Prepared by:
CME ASSOCIATES

**COUNTY OF UNION
NOTICE TO BIDDERS**

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on **February 9, 2023** at 10:30 a.m., prevailing time, in the 3rd Floor Conference Room, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

**Union County Courthouse Tower Environmental Remediation
City of Elizabeth, County of Union, New Jersey
BA# 3-2023; Union County Engineering Project # 2022-022**

Bid Packages may be obtained at no charge by registering and downloading at <http://ucnj.org/bid-specs>. Bid Packages may also be obtained in person from the Division of Engineering at 2325 South Avenue, Scotch Plains, New Jersey 07076 between 8:30 a.m. and 4:00 p.m. weekdays upon payment of a non-refundable money order or bank check in the amount of \$275.00 made payable to the County of Union. No Personal / Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3675.

Bidders on this project are required to be pre-classified by the State of NJ, Division of Property Management and Construction (DPMC) under classifications #C092 (Asbestos Removal/Treatment), #C096 (Lead Paint Abatement), #C103 (Microbial Remediation) as well as other documentary requirements in the INSTRUCTION TO BIDDERS found in the bid specification. If the Bidder himself does not have the required classification(s) as stated above, the Bidder must include and identify a subcontractor(s), of any tier, who has the required classification(s) in the List of Subcontractors.

A **pre-bid meeting** will be held on Monday January 30, 2023 at 10:00 am. **Attendance is highly recommended.** Please meet at the ground level café located just past security check point at the rear main entrance to the Union County Courthouse, 2 Broad Street, City of Elizabeth, New Jersey. Specific questions regarding the project will be addressed at the pre-bid meeting.

The County reserves the right to reject any and all bids and to waive any and all informalities in the bid in accordance with the New Jersey Local Public Contracts Law.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. If hand delivered, please note that parking and security access at the County Complex may cause delays and bidders should take them into consideration in order to submit a timely bid. **No** late bids will be accepted.

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

MICHELE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

**UNION COUNTY BOARD
OF COUNTY COMMISSIONERS**

WE'RE CONNECTED TO YOU!

NB-1

**Union County Courthouse Tower Environmental Remediation
City of Elizabeth, County of Union, New Jersey
BA# 3-2023; Union County Engineering Project #2022-022**

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Acknowledgement of Addendum
Contractor Business Registration Certificate
Affirmative Action Requirement
Experience Statement
Certificate of Bidder Showing Ability to Perform Contract
Non-Collusion Affidavit
Contractor Registration Advisement
Americans with Disabilities Act
Statement of Bidder's Qualifications
Contractor Performance Record-Certification
Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders
Prior Negative Experience Questionnaire-Certification
Contractor's Certification of Compliance - New Jersey Prevailing Wage Act
Uncompleted Contracts Affidavit
Certificate of Insurance Statement
Collection of Use Tax on Sales to Local Governments Statement
Time of Completion
Certification: Prohibited Russia-Belarus Activities & Iran Investment Activities
Certification of Non-Debarment for Federal Government Contracts
Byrd Anti-Lobbying Amendment Certification
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Disclosure of Lobbying Activities (LLL Form)

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR AIA DOCUMENT A-101/2017
(Sample form until contract is awarded)

INSURANCE AND BONDS AIA DOCUMENT A-101/2017 EXHIBIT A
(Sample form until contract is awarded)

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA DOCUMENT A-201/2017

(Sample form until contract is awarded)

NEW JERSEY PREVAILING WAGE DETERMINATION DOCUMENTS

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APPENDICES TO TECHNICAL SPECIFICATIONS

APPENDIX 1 – MOISTURE AND MICROBIAL IMPACT ASSESSMENT REPORT – PREPARED BY
ENVIRONMENTAL CONNECTION INC FOR CME ASSOCIATES DATED JUNE 29, 2022

APPENDIX 2 – MOISTURE AND MICROBIAL IMPACT ASSESSMENT REPORT – PREPARED BY
ENVIRONMENTAL CONNECTION INC FOR CME ASSOCIATES DATED NOVEMBER 29, 2022
- INCLUDES ADDITIONAL MOISTURE IMPACTED SPACES ON THE 12TH & 13TH
FLOORS

**UNION COUNTY BOARD OF COUNTY COMMISSIONERS
INSTRUCTIONS TO BIDDERS AND FORMS**

DEFINITIONS

Wherever reference is made to the County, Title of Project, Bidder, or Vendor/Contractor they shall be as follows:

OWNER/COUNTY:

Union County Board of County Commissioners
UC Administration Building, 6th Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS INQUIRIES TO:

Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548
ucbids@ucnj.org

ADDRESS BIDS AND SUBMIT TO:

Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548
ucbids@ucnj.org

TITLE OF PROJECT: Union County Courthouse Tower Environmental Remediation, City of Elizabeth, County of Union, New Jersey, BA#3-2023; UC Engineering Project #2022-022

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: CME Associates

COUNTY ENGINEER AND/OR CONSTRUCTION MANAGER (as applicable):

COUNTY ENGINEER:

Ricardo S. Matias, PE, CME, CFM
Union County
Division of Engineering

CONSTRUCTION MANAGER:

GENERAL SPECIFICATIONS

1. BID FORM

Bids for this Work will be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the Project clearly marked on the outside. Refer to the sheet marked "Notice of Bid (Advertisement)" for the correct name of the Project. Bidders must submit their bids on the attached pricing sheet (Bid Form), in a sealed envelope addressed to the County and bearing on the outside: the name of the Bidder, Bidder's business address, and the title of the Project.

The Division of Purchasing will receive the bids for this Work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time noted on the sheet marked "**Notice of Bid (Advertisement)**".

The County will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that the bids are presented to the Purchasing Division at the time and at the place designated.

Bids will be accepted only on the Bid Form supplied. Bids on forms other than the original supplied herein will be rejected. The "complete" Bid Documents includes the Bid Bond, Bid Form, Bidder's Checklist, Consent of Surety, Ownership Disclosure Certification, Non-Collusion Affidavit, and any other documents noted in these Instructions to Bidders or Contract Document to be submitted with this Bid.

The bidder will state in the bidding sheet the price per unit of measure for each scheduled Item of Work for which he will agree to carry out the Work, and the Total Bid Price for the construction of the Project.

The prices in the Bid Form shall be typed or written in pen and ink. Erasures or alterations must be initialed by the bidder in ink.

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of

extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contractor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 37, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

In the event there is a discrepancy between the unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

Insert applicable alternates, if any have been specified, applicable to the Bidder's Work. All alternates MUST be bid upon. Any Bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a "+" sign or the word "addition", or in the alternative, a "-" sign or the word "minus". If there is no other change in price, the Bidder shall insert "NC" or "No Charge".

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

Where unit prices have already been established by the Contract Documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the Contract Documents, shall become part of the Contract. No bid will be considered or award made, unless applicable unit prices, as required, are filled in.

The County reserves the right to reject any or all bids and also reserves the right to waive any minor informalities or non-material exceptions in the bids.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter of nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof or in accordance with the provisions of N.J.S.A. 40A:11-23.3 discussed below. Bids received after the advertised time shall not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids not properly marked, addressed, or directed.

2. WITHDRAWAL OF BID DUE TO MISTAKE

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Michele Hagopian, Assistant Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Michele Hagopian, Assistant Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS

The County may make such investigation as it deems necessary to determine the ability of the Bidders to perform the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the County may request.

4. INTERPRETATIONS AND ADDENDA

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the County Engineer or Design Professional as the case may be and with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the County Engineer, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for

interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

All Addenda issued through the Offices of the County Engineer are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

Addenda take precedence over all earlier documents and over each other according to the latest date. Addenda unless themselves interpretive remain subject to interpretation the same as any other document incorporated in the Contract.

Addenda may be issued by the County Engineer up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the "*Acknowledgement of Receipt of Changes*" included in the bid package and must be submitted with the bid.

5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

The Bidder shall examine the contents of the Project Manual and the set of Drawings and assure itself that all pages of the Specifications, Drawings, and other Contract Documents are included in the documents obtained for bidding purposes. Should the Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the County Engineer in writing, who will supply the Bidder with any missing pages of Specifications, Drawings, or other Contract Documents. The lack of such written notification by the Bidder will be construed as evidence that the Specifications, Drawings, or other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

6. BID AND PERFORMANCE GUARANTEE

Each bidder must furnish a Bid Bond, Certified Check or Bank Cashier's Check in the amount of ten percent (10%) of the Bid. Checks shall be drawn to the order of the County of Union, New Jersey, not to exceed \$20,000.

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials Bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 15 of the General Specifications. Bonds will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

N.J.S.A. 40A:11-1 et seq. allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County will return all certified checks or cashier's checks after the proposals have been opened, tabulated and reviewed except those of the three (3) bidders lowest responsible bidders. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

If the successful bidder refuses or neglects to sign an agreement and furnish the required bonds, the Bid Bond will be held and used by the County to offset any damages for such refusal or neglect.

7. COMMENCEMENT AND COMPLETION

Work will not commence until a Notice to Proceed is received from the County Engineer.

Upon substantial completion of the Project, the Contractor must request a joint inspection with the County Engineer. Upon completion of this inspection, the County Engineer will prepare a list of incomplete or incorrect items (punch list) and have Contractor initial and date same. The Contractor shall rectify all deficiencies noted on the punch list within 30 calendar days of receipt of the list. The County Engineer may approve extensions for extenuating circumstances.

8. BIDDER AFFIDAVIT

All Bidders are required to complete, sign, and submit with their Bid, the attached "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders". (See form enclosed)

9. LABOR AND MATERIALS

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

10. INSURANCE REQUIREMENTS

The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

Contractor shall carry and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of any Work indicating the following:

- a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$5,000,000 per occurrence/\$10,000,000 aggregate. The County of Union, its Board of County Commissioners, officers, employees, agents and servants shall be included as an additional insured. Coverage is provided on a primary and non-contributory basis to the County of Union, et al.
- b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$5,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d) Professional Liability (if design/build): Coverage with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate
- e) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than \$1,000,000 per occurrence or claim/\$2,000,000 aggregate.

- f) Builders Risk (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of County Commissioners, officers, employees, agents, servants and the State of New Jersey is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

11. INDEMNIFICATION REQUIREMENTS

The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

"To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the owner and the owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the County and the County's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the County or the County's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

12. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

13. PLANS AND SPECIFICATIONS

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

14. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

- A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is \$50,000.00 or less;
- B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than \$50,000.00 but less than \$250,000.00; and,

- C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is \$250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

15. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and

detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

16. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

17. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 2016, c. 43, codified as N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies the County unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding ten percent (10%) or more of that corporation's stock, or the individual partners owning ten percent (10%) or greater interest in that partnership, or the members owning ten percent (10%) or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member, exceeding the ten percent (10%) ownership criteria has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten percent (10%) or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission ("SEC") or the foreign equivalent, and, if there is any person that holds a ten percent (10%) or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal SEC or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten percent (10%) or greater beneficial interest.

(See forms attached)

18. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

20. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56.25 et seq., requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Workforce Development as one who failed to pay prevailing wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, 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.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted by the Union County Board of County Commissioners on May 8, 2014. The resolution is furnished in Section 56 of these General Specifications.

UNION LABOR IS PREFERRED ON ALL COUNTY WORK

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statutes and local ordinances applicable to the Work to be done under the contract.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

Upon completion of the Work, the Contractor will furnish a Certification of Compliance with the New Jersey Prevailing Wage Act. The certificate in a form acceptable to County Counsel is a condition of the final payment. (See form attached)

21. BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use “brand name or equivalent” or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

- A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:
1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment; and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.
- B. To offer substitute goods as an equal to those specified herein, it is necessary that:
1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;
 2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications.
 3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;
- C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder does not provide sufficient supporting documentation with the bid, it will be presumed and required that the brand name goods and services as described in the specifications will be provided.

22. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

23. NUMBER OF WORKING DAYS

In accordance with N.J.S.A. 40A:11-17, the Work for the within Project shall be completed as specified on the Time of Completion Form. See form attached

There shall be taken a deduction from the contract price, or any wages paid by the County, to any inspector(s) necessarily employed by it on the Work, for any number of days in excess of the number allowed in the specifications.

24. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)

Pursuant to N.J.S.A. 2A:30A-1 et seq., payment to the Contractor, other than for Work done pursuant to a contact allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the public meeting following 20 calendar days of the billing date as defined in the statute.
2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

25. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to the Standard and Technical Specifications for specific items.

26. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work will give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

27. CONDEMNED MATERIALS AND WORK

Any materials and or part of the Work that may be condemned by the County Engineer will be removed and replaced by the Contractor or otherwise rectified, as may be directed by the County Engineer. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

28. STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and the County may offer available space, if any, for storage of such materials or equipment. The Contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

29. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

30. SUB-LETTING OF WORK

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16 (See form attached), no portion of the Work will be sublet by the Contractor to any other entities, except with the consent of the County Engineer. A complete list of subcontractors must be submitted to the County Engineer at the preconstruction meeting. If the job does not warrant a preconstruction meeting, the Contractor must submit such list prior to the start of Work.

All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the County Engineer.

31. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the County Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

The Contractor shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Workforce Development shall be observed.

32. QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the occupants of the Building.

33. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, will be carried out as shown on said plan.

34. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted Work.

35. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

36. CHANGE ORDERS

The applicability of change orders and change order procedures shall comply with *N.J.S.A. 40A:11-16.7* and *N.J.A.C. 5:30-11.1 et seq.*, "Change Orders and Open End Contracts".

37. SUPPLEMENTAL WORK

In case any supplemental work is necessary, it will be performed by the Contractor at a price fixed by agreement between the Contractor and the County Engineer and approved by the County as specified in Section 36. The Contractor will do no supplemental work on any character, for which the Contractor will demand pay, except upon the written order of the County.

38. FORM OF CONTRACT

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts, The Law Against Discrimination, the Laws Governing Affirmative Action and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the County (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

39. PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

(Refer to the Owner/Contractor Agreement for Retainage and other conditions pertaining to payment and the application of N.J.S.A. 2A:30A-1 et seq.)

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the County.

For contracts exceeding \$100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than \$100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his option, deposit with the County Counsel negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: **a)** Maintenance Bond (see Section 6 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 21 and 51); and **c)** General Release (see Section 36) in a form satisfactory to County Counsel; **d)** complete set of as-built plans in the latest AutoCad on compact disc; and **e)** a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

40. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

41. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

42. LIQUIDATED DAMAGES

If the Project is not completed within the time specified herein or within such further time as may have been granted by the County Engineer, then the Contractor hereby agrees to pay to the County as liquidated damages, but not as a penalty, \$1,000.00 per day for each and every calendar day that he is in default on time to complete the Work. The said sum will be deducted from moneys due the Contractor and if the damages exceed this amount, then the Contractor or his Surety Company will pay the excess. These damages may be waived at the option of the County.

43. AFFIRMATIVE ACTION REQUIREMENTS

(REVISED 01/2022)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than

the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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 business 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 N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. 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 women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) 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:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or

subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union 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. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted 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 women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and 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 women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, 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/or off-the-job programs for outreach and training of

minorities and women. (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

44. PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN

P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.

Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").

45. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - (N.J.S.A. 34:11-56.48 et. seq.)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, steam and hot water heating and ventilating apparatus, and all kindred work, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, and such other subcontractors as the specifications require relative to prior identification.

46. UTILITIES

Attention of the bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the Work are shown on the plans and described herein. The accuracy and completeness of this information is not guaranteed by the County Engineer and the

bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his Work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all underground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call**. In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

47. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor will require the manufacturer or supplier to furnish three (3) copies of Certification of Compliance with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the County Engineer; one copy will be retained by the Contractor. Certificates of Compliance will contain the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;

6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor will submit to the County Engineer for his approval five (5) copies of complete and fully detailed shop or working drawings for those items listed in the beginning of the technical specifications.

Each drawing will identify the name of the job, location and Contractor.

All drawings will be approved in accordance with the standard specifications. Refer to the Technical Specifications for specific items.

All materials or articles used in the Work will be of American manufacture, insofar as same are available, in conformance with N.J.S.A. 40A:11-18.

48. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the County Engineer will arrange for a preconstruction meeting between the Contractor, County Engineer and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the County through its designated representatives.

49. DISPUTES UNDER THE CONTRACT

A dispute arising under the Contract shall be submitted in writing to the County Engineer with all facts and supporting data. The County Engineer will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall, pursuant to law, be submitted to mediation before being submitted to a court of competent jurisdiction venued in Union County.

The County Engineer will notify the County Counsel when a matter is to be submitted to mediation. The County Counsel will communicate with the parties and inform them of the procedures to be followed in making such a submission.

50. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County of Union is prohibited from entering

into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the County of Union with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Proof of registration must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids. If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly, to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

During the course of contract performance:

- 1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- 2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.
- 3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the County of Union a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration

information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

51. BID PROTEST – LEGAL FEES AND COSTS

In the event a Bidder unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning same, said Bidder shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

52. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

Bidder shall comply with the requirements of N.J.S.A. 40A:11-18 and use only manufactured and farm products of the United States, wherever available, for the Project.

53. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

This Contract is required by law to be publicly advertised for bids. As such, lists of political contributions pursuant to N.J.S.A. 19:44A-1 et seq. are NOT REQUIRED to be provided with the bids.

54. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to N.J.S.A. 40A:11-20 entitled Certificate of Bidder Showing Ability to Perform Contract, the County requires a Certification from all bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All bidders shall provide this information at the time of the bid opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT".

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

55. NEW JERSEY SALES AND USE TAX REQUIREMENTS

Contractors are required to comply with the following:

New Jersey Sales and Use Tax Requirements: All contractors with

subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a contract with the contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).

56. RESOLUTION NO. 2014-408

WHEREAS, the County of Union recognizes there is a need to ensure that all work on significant public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel, and other qualifications and resources necessary to successfully perform public contracts in a timely, reliable, and cost-effective manner; and

WHEREAS, in order to effectuate the purpose of selecting responsible contractors for significant public contracts and to protect Union County's capital investments in such contracts prospective contractors and subcontractors should be required to meet pre-established, clearly-defined, minimum standards relating to contractor responsibility, including retirements and criteria concerning qualifications, competency) expertise, adequacy of resources, including equipment, financial and personnel, and satisfactory records regarding past project performance, safety, legal compliance and business integrity; and

WHEREAS, the County has a compelling interest in assuring that its Public Works Projects meet the highest standard of safety and quality; and

WHEREAS, due to the critical impact that skilled construction craft labor has on public works projects, and due to the limited availability of skilled construction craft labor and imminent craft labor skill shortages, it is necessary to require contractors and subcontractors to participate in established, formal

apprenticeship training programs for the purpose of both promoting successful project delivery and ensuring future workforce development; and

WHEREAS, an apprenticeship program is a structured system of training designed to prepare individuals for occupations and lifelong careers in skilled trades and crafts by providing a wage-paying job that incorporates extensive workplace and classroom training under the supervision of experienced workers, in preparation for highly skilled occupations; and

WHEREAS, apprenticeship programs are a critical component in public safety, by ensuring that workers on public projects are properly trained, able, competent and capable craftsmen, and provide assurance of compliance with the County's bid specifications and achieve high quality standards; and

WHEREAS, for an apprenticeship program to be fully effective, the public and private sectors must recognize its value and commit to supporting its mission; and

WHEREAS, Union County has long recognized the value of apprenticeship programs through its support of the Union County Vocational-Technical Schools, which offer training programs to help ensure that Union County will continue to produce a skilled and educated work force in the trade specialties, and thus, strengthen Union County's economy by fostering the development of highly paid trade and craft careers; and

WHEREAS, the use of apprenticeship programs or apprenticeship trained employees on Union County Public Works Projects will serve the dual goal of providing the County with assurance that its public works projects are completed with a well-trained workforce, in a highly skilled and timely fashion, while creating opportunities for careers in the skilled trades and craft industry for County residents; and

WHEREAS, the County of Union also recognizes that it is beneficial to their employees to utilize fair business, employment, and training practices that have a positive impact on local communities affected by such contracts:

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union as follows:

1. The County of Union shall require compliance with the provisions of this Resolution by business entities seeking to provide services to the County of Union as specified herein. The requirements of this Resolution are intended to supplement, not replace, existing contractor qualifications and performance standards or criteria currently required by law, public policy or contracting documents, including but not limited to Union County's DPMC classification and Project Labor Agreement policies

2. All contractors and subcontractors that perform significant work on any public facility or public works project, including construction, alteration, renovation, repair, service, or maintenance work, shall meet the requirements of this Resolution. For purposes of this Resolution, the term "significant work" shall be defined as any work or activity covered under the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

3. All firms engaged in contracts covered by this Resolution shall be qualified responsible contractors or subcontractors that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding on public contracts shall also be required to have a satisfactory past performance record and a satisfactory record of legal compliance, integrity and business ethics. Compliance with these standards shall be established by compliance with the requirements set forth in paragraph 8 of this Resolution.

4. As a condition of performing work on public works contracts over the public works threshold, the general contractor shall provide certification that he and each subcontractor working on the project shall have at least one (1) employee who has successfully completed the OSHA 10-hour construction safety and health course. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, the general contractor shall provide certification that each subcontractor working on the project shall have at least one (1) employee who has successfully completed the OSHA 30-hour construction safety and health course.

5. All contractors and subcontractors that perform significant work on any public facility or public works project shall be required to affirmatively provide evidence of and confirm compliance with proof of participation in an Apprenticeship Program currently registered and approved by the United States Department of Labor ("USDOL"), the

New Jersey Department of Labor ("NJDOL") or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs. Additionally, Apprenticeship Programs shall meet the criteria set forth in Section 8(i) of this Resolution.

6. As a condition of performing work on public works contracts subject to this Resolution, a general contractor seeking award of a contract shall submit a Contractor Responsibility Certification at the time it submits its bid for contract.

7. The Contractor Responsibility Certification shall be completed on a form provided by the Union County Purchasing Department and shall reference the project for which a bid is being submitted by name and contract or project number.

8. In the Contractor Responsibility Certification, general contractors and subcontractors shall certify the following facts regarding their past performance and work history and its current qualifications and performance capabilities:

a. The firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.

b. The firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment requirements.

c. The firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.

d. The firm has not defaulted on any project in the past three (3) years.

e. The firm has not had any type of business, contracting or trade license, registration, or other certification suspended or

revoked in the past three (3) years.

f. The firm has not been cited and found guilty for a willful violation of federal or state safety laws in the past three (3) years.

g. The firm and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three (3) years.

h. The firm will pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable Federal or State prevailing wage laws.

i. The firm participates in an Apprenticeship Program that is currently registered with the USDOL, the NJDOL or any state having equal to or higher requirements as either the USDOL or NJDOL apprenticeship programs, for each craft or trade in which it apprentices. The firm shall provide proof of meeting this qualification standard by submitting appropriate documentation as an attachment to this Certification. The firm shall continue to participate in applicable apprenticeship programs for the full duration of the contract work. The apprenticeship program in which the firm participates shall have graduated at least one (1) enrollee in each of the past three (3) years.

9. The County of Union may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of legal compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the County of Union may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.

10. If any provision of this Resolution shall be held to be invalid or unenforceable by a court of competent jurisdiction, any such holding shall not invalidate any other provisions of this Resolution and all remaining provisions shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Union that it hereby establishes and adopts the Responsible Contractor Policy, and it hereby authorizes the County Manager to sign any and all documents necessary to make said Policy effective immediately.

57. FEDERAL TERMS

TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and

implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246

of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated

damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13.CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14.TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

15.BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a

bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

BIDDER'S NAME: _____

EDWARD T. OATMAN
COUNTY MANAGER

MICHELE HAGOPIAN, ASSISTANT DIRECTOR
DIVISION OF PURCHASING

BID DOCUMENT SUBMISSION CHECKLIST

**ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED
BID SHEETS SHOULD NOT BE SUBMITTED DOUBLE SIDED PAGES, (SINGLE SIDE ONLY)**

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.

DATE COMPLETED: _____

**PLEASE SUBMIT BID DOCUMENTS ON SINGLE SIDED PAPER ONLY, WITH THE EXCEPTION OF
THE SURETY AND BID BOND DOCUMENTS.**

**IN ACCORDANCE WITH THE BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED / EXECUTED
AND INCLUDED THE FOLLOWING FORMS:**

_____ Bid Form Page (**Signed, Dated and Bid on all alternatives applicable to the Work**).

_____ Security in the form of:

_____ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed \$20,000.00; or

_____ Certified check or cashier's check in the amount of 10% of this bid not to exceed \$20,000.00

_____ Consent of Surety form signed by a Surety Company if the total amount of your Bid is over \$36,000.00.
If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a
Performance, Labor and Materials Bond in the amount of 100% of the award of the contract.

The County of Union has provided its Consent of Surety form for your use. The use of this form by your
Surety Company will expedite the bid review process and eliminate the possibility of having your bid
rejected. If, however, you should need to use another form, please use language similar to that used on
the Union County form and avoid making any additions or deletions to the Union County form language.
In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

_____ STATEMENT OF BIDDER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes **BOTH** of the
following documents:

- Bidder Signature Page
- Bidder Disclosure Statement (**Fill out 2 pages completely**)

_____ SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes **BOTH** of the
following documents:

- Subcontractor Identification Statement: List of Subcontractors (**only for certain types of work**)
- Subcontractor Identification Certification

_____ Acknowledgement of Addendum form: (**This form is to be used only when an addendum has been
added to the specifications**).

_____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business
Registration Certificate ("BRC")** should be included with the bids as it must be received by the County
prior to the award of the contract. The BRC provided must show that the Bidder was registered at the
time of receipt of bids or the bid will be rejected.

BIDDER'S NAME: _____

- _____ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors (List of Subcontractors) in a Construction bid should be included with the bid as the BRC(s) must be received by the County prior to the award of the contract. Each subcontractor's certificate provided must show that the subcontractor was registered at the time of the receipt of bids or the bid will be rejected.
- _____ Affirmative Action Requirement
- _____ Experience Statement
- _____ Certificate of Bidder showing ability to perform Contract
- _____ Non-Collusion Affidavit – Fill out completely and notarize
- _____ Certificates from New Jersey Department of Labor and Workforce and Workforce Development – Public Works Contractor Registration Act. **(Only for certain types of work)**
- _____ Federal Attachments **(If applicable)**
- _____ NJDPMC Certificate / Notice of Classification **(If applicable)**
- _____ Americans with Disabilities Act
- _____ Statement of Bidder's Qualifications
- _____ Contractor Performance Record
- _____ Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders
- _____ Prior Negative Experience Questionnaire
- _____ Contractor's Certification of Compliance – New Jersey Prevailing Wage Act
- _____ Uncompleted Contracts Affidavit **(For Bidder, if applicable) MUST ALSO PROVIDE DPMC FORM 701**
- _____ Certificate of Insurance Statement
- _____ Collection of Use Tax on Sales to Local Government Statement
- _____ Time of Completion
- _____ Prohibited Russia-Belarus Activities & Iran Investment Activities Certification
- _____ Federal Non-Debarment Certification
- _____ BYRD Anti-Lobbying Amendment Certification
- _____ Certification Regarding Lobbying
- _____ Disclosure of Lobbying Activities (LLL Form)

I HAVE TAKEN THE FOLLOWING ACTIONS:

- _____ Visited the site and attended the Pre-Bid Meeting **(Where applicable)**
- _____ Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.

BIDDER'S NAME:_____

_____ Reviewed Bond Requirements

_____ Provided Proof of Compliance with New Jersey Prevailing Wage Act

_____ Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO THE DIVISION OF PURCHASING AT ucbids@ucnj.org.

BIDDING DOCUMENTS

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTION TO BIDDERS**
- **BID FORM**
- **OWNER-CONTRACTOR AGREEMENT (AIA 101) AND GENERAL CONDITIONS (AIA 201)**
- **SPECIFICATIONS:** **As outlined in the Table of Contents and included in the Project Manual.**
- **DRAWINGS:** **As per List of Drawings, indicated on the Project Title Sheet.**

BIDDER'S NAME: _____

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

**Union County Courthouse Tower Environmental Remediation,
City of Elizabeth, County of Union, New Jersey
BA# 3-2023; Union County Engineering Project #2022-022**

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

BASE BID ITEMS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT

LUMP SUM BID:

Written

Figures

BID CONTINGENCY: (To be used if and when directed by the County)

Twenty Five Thousand Dollars
Written

\$25,000.00
Figures

TOTAL LUMP SUM PLUS BID CONTINGENCY AMOUNT:

Written

Figures

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

BIDDER'S NAME: _____

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for _____ to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NOTE:
Expiration date
Needed if Annual
Surety

NAME OF INSURANCE COMPANY

ADDRESS: _____

ORIGINAL SIGNATURE
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.

BIDDER'S NAME: _____

BIDDER SIGNATURE PAGE

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.
2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.
3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid**.
4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.
5. You **cannot** witness your own signature.

NAME OF BIDDER

ADDRESS OF BIDDER

ORIGINAL SIGNATURE
CORPORATE SECRETARY

PRINT NAME AND TITLE
CORPORATE SECRETARY

TEL: _____
FAX: _____
E-Mail: _____

BY: _____
ORIGINAL SIGNATURE

Corporate Seal

PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.

BIDDER'S NAME: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of

Organization: _____

Organization

Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

BIDDER'S NAME: _____

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **County of Union** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **County of Union** to notify the **County of Union** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **County of Union** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

BIDDER'S NAME: _____

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

☐ **CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK**

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

Company Name: _____

Address: _____

Telephone: _____ Subcontract Amount: \$ _____

Specific Scope of Work Subcontracted: _____

License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

BIDDER'S NAME: _____

SUBCONTRACTOR IDENTIFICATION CERTIFICATION

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

Witness

Date _____

NAME OF BIDDER

ADDRESS

By:

ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

BIDDER'S NAME: _____

ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

(Name of Construction /Public Works Project)

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick- up, etc.)	Date Received

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: _____

ORIGINAL SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

BIDDER'S NAME: _____

CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

Pursuant to N.J.S.A. 52:32-44, the County of Union is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the County of Union with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

Proof of registration must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids. If subcontractors are named on the bid, proof of the business registration for each must be provided prior to the award of a contract. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the County of Union a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

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

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION: 970-097-382/500
ADDRESS: 847 ROEBLING AVE, TRENTON, NJ 08611
EFFECTIVE DATE: 01/01/01

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107300
ISSUANCE DATE: 07/14/04

FORM-BRC(04/01)

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE, TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

BIDDER'S NAME: _____

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer*.

If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.

NAME OF BIDDER

ORIGINAL SIGNATURE

PRINT OR TYPE NAME AND TITLE

DATE THIS FORM IS COMPLETED

BIDDER'S NAME: _____

EXPERIENCE STATEMENT

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

Witness

Date

NAME OF BIDDER

ADDRESS

By: _____
ORIGINAL SIGNATURE ONLY

PRINT NAME AND TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.

BIDDER'S NAME: _____

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY / _____)
COUNTY OF _____) Specify, if Other) SS:

I, _____, of the (City, Town, Borough, etc.) of _____
_____ 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 ("Contractor"), and that I executed said
proposal with full authority to do so; and that said Contractor, pursuant to N.J.S.A. 40A:11-20, certifies
that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and
Advertisements under this Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, then the Bidder shall attach to this
Certificate information identifying the source from which the equipment will be obtained, and such
information shall be accompanied by a certificate from the owner or person in control of the equipment
definitively granting to the Bidder the control of the equipment required during such time as may be
necessary for the completion of that portion of the contract.

(Also type or print name of affiant under signature)

By: _____

BIDDER'S NAME: _____

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____)
COUNTY OF _____) SS: _____

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 executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

NAME OF BIDDER

ORIGINAL SIGNATURE ONLY

NOTE: The person who signed the bidder signature page for the bidder should sign this form also.

Subscribed and sworn before me
this _____ day of _____, 20____.

Notary Public of the State of _____
My commission expires: _____

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR BID MAY BE REJECTED.

BIDDER'S NAME: _____

Contractor Registration Advisement
For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor and Workforce and Workforce Development. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for 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 the 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."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor and Workforce and Workforce Development
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

BIDDER'S NAME: _____

AMERICANS WITH DISABILITIES ACT
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

Name _____
(Please print or type)

Signature _____ **Date** _____

BIDDER'S NAME: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. _____
(Name of Bidder)
2. _____
(Permanent Main Office Address)
3. _____
(When Organized)
4. _____
(If a Corporation, where incorporated)
5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? _____
6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? _____
7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion) _____

8. General character of work performed by you. _____

9. Have you ever failed to complete any work awarded to you? _____

10. Have you ever defaulted on a Contract? _____ If so, complete details, including where and why?

BIDDER'S NAME: _____

STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)

11. Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name? If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. _____

12. List your major equipment available for this Contract.

13. Experience in the construction work similar in importance to this Project.

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? _____. If so, list prior classification.
15. Background and experience of the principal members of your organization, including the officers.

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

BIDDER'S NAME: _____

16. Bank Reference. (Name, Address, Phone, Representative) _____

17. Will you, upon request, fill out a detailed financial Statement? _____

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.

19. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone _____

Fax _____

E-mail _____

Mobile _____

Dated at _____ this _____ day of _____, 20____.

BIDDER (Signature)

BIDDER (Print Name)

Subscribed and sworn to before me
this _____ day of _____, 20____.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20____.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL
 MAY RESULT IN A REJECTION OF YOUR BID.**

BIDDER'S NAME: _____

CONTRACTOR PERFORMANCE RECORD

List all contracts completed by you below or provide separate form.

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

* If answer is YES, provide explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles, liens, claims and notices filed against contracts listed in preceding item "Performance Record" on an attached sheet.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

BIDDER'S NAME:_____

CONTRACTOR PERFORMANCE RECORD
CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

(Name of Organization)

(Signature)

(Title)

Subscribed and sworn to before me

This _____ day of _____, 20____.

(Seal) Notary Public of New Jersey/

Specify Other State

My Commission Expires _____, 20____.

BIDDER'S NAME: _____

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED OR DISQUALIFIED BIDDERS**

STATE OF NEW JERSEY / _____)
COUNTY OF _____) Specify, if Other) SS:

I, _____, of the (City, Town, Borough, etc.) of _____
_____ 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. I have executed the said Proposal with full
authority to do so. Said Bidder is not at the time of the making this bid included on the New Jersey State
Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result
of action taken by any State or Federal Agency.

Name of Contractor

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR
PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

BIDDER'S NAME: _____

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____ no If yes, please provide full, detailed explanation.

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

_____ yes _____ no If yes, please provide full, detailed explanation.

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contract for goods or services with a public entity?

_____ yes _____ no If yes, please provide full, detailed explanation.

BIDDER'S NAME:_____

PRIOR NEGATIVE EXPERIENCE CERTIFICATION

I hereby certify that the above statements are true and accurate as of this _____
day of _____, 20__.

Name of Contractor

By _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
This _____ day of _____, 20__.

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20__.

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR
 PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

BIDDER'S NAME: _____

TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

CONTRACTOR'S CERTIFICATION OF COMPLIANCE - NEW JERSEY PREVAILING WAGE ACT

TO: County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACT: _____

PROJECT: _____

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the undersigned contractor on the public work being performed for:

COUNTY OF UNION

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

CONTRACTOR: _____

ADDRESS: _____

BY: _____

ORIGINAL SIGNATURE ONLY

STATE OF NEW JERSEY
COUNTY OF _____

Being by me duly sworn according to law, on his oath deposes and says that _____ is _____ of _____ the above named contractor, and that the facts set forth in the above statement are true.

Subscribed and sworn before me
this ____ day of _____, 20____.

Notary Public: _____
My Commission Expires: _____

- * N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

BIDDER'S NAME: _____

UNCOMPLETED CONTRACTS AFFIDAVIT

(To be submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS

ENTITY	PROJECT TITLE	ORIGINAL CONTRACT AMOUNT	UNCOMPLETED AMOUNT AS OF BID OPENING DATE	NAME AND TELEPHONE NUMBER OF PARTY TO BE CONTACTED FROM ENTITY FOR VERIFICATION

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS \$ _____

Sworn and Subscribed to Before me

This _____ day of _____ 20____

Notary Public

BIDDER:

(Signature)

(Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

BIDDER'S NAME:_____

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

BIDDER (Signature)

BIDDER (Print Name)

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR
PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

BIDDER'S NAME:_____

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

BIDDER (Signature)

BIDDER (Print Name)

**NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR
PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

BIDDER'S NAME:_____

TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **30 (Thirty) calendar days** from the date of the notice to proceed.

I, _____ of _____
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified _____
SIGNATURE

SITE VISIT – GENERAL CONTRACTOR

I, _____ of _____
NAME (Print or type) COMPANY

Visited the site of the work on _____
SIGNATURE

STANDARD BID DOCUMENT REFERENCE

Name of Form	COMBINED CERTIFICATION: PROHIBITED ACTIVITIES IN RUSSIA AND BELARUS & INVESTMENT ACTIVITIES IN IRAN					
Statutory Reference	P.L. 2022, c. 3 N.J.S.A. 52:32-55 et seq. N.J.S.A. 40A:11-2.1 N.J.S.A. 18A:18A-49.4					
Applicability		Y/N		Mandatory	Optional	N/A
	LPCL	Y	Goods and Services	X		
	PSCL	Y	Construction			X
Instructions Reference						
Description	<p>P.L. 2022, c. 3 prohibits the award, renewal, amendment, or extension of State and local public contracts for goods or services with persons or entities engaging in prohibited activities in Russia or Belarus. P.L. 2012, c.25 prohibits the award or renewal of State and local public contracts for goods and services with persons or entities engaged in certain investment activities in the energy or finance sectors of Iran.</p> <p>Before a goods and services contract can be entered into, vendors and contractors must certify that neither they nor any parent entity, subsidiary, or affiliate is listed on the New Jersey Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 ("Russia-Belarus list") or in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 list").</p>					

The Certification form requires the insertion of contracting unit identification information which should be filled in (in italics on the form) prior to its use.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

BIDDER'S NAME: _____

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

BIDDER'S NAME: _____

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the County of Union is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Union to notify the County of Union in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Union and that the County of Union at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)		Title	
Signature			Date

BIDDER'S NAME: _____

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Physical Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership

☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

BIDDER'S NAME: _____

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

BIDDER'S NAME: _____

Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization> _____.</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p>
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	<p>The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

BIDDER'S NAME: _____

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Physical Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the County of Union is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the County of Union to notify the County of Union in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the County of Union, permitting the County of Union to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):			Title:
Signature:			Date:

BIDDER'S NAME: _____

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

BIDDER'S NAME: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(signature)

(date)

BIDDER'S NAME: _____

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

☐

N/A – My agency does not engage in any lobbying activities

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim: Congressional District, if known: _____		
6. Federal Department/Agency: 			7. Federal Program Name/Description: CDFA NUMBER, if applicable _____		
8. Federal Action Number, if known: 			9. Award Amount, if known: \$ _____		
10. a. Name and address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (las name, first name, MI): _____		
11. Information request through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone NO.: _____ Date: _____		

Federal Use Only:

Authorized for Local Reproduction Standard Form
 LLL (Rev. 7-97)

BIDDER'S NAME: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

GENERAL SPECIFICATIONS

FEDERAL TERMS

TERMS AND CONDITIONS APPLICABLE TO ALL CONTRACTS/PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.

The provisions set forth below apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or
3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

4. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

8. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contracts and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

10. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

13. CONTRACTS FOR MORE THAN THE SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. TERMINATION FOR CONVENIENCE PROVISION

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

15. BONDING REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid, proposal or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE: _____

(signature)

(date)

DISCLOSURE OF LOBBYING ACTIVITIES (LLL Form)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

☐

N/A – My agency does not engage in any lobbying activities

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in NO.4 is a Subawardee, enter Name and Address of Prim: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CDFA NUMBER, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (las name, first name, MI):</i>	
11. Information request through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone NO.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. A) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
B) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-10046), Washington, DC 20503.

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

_____ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's

property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
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§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

- ☐ § A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than _____ (\$ __) each occurrence, _____ (\$ __) general aggregate, and _____ (\$ __) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than _____ (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than _____ (\$) each accident, _____ (\$) each employee, and _____ (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than _____ (\$) per claim and _____ (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below.

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ **§ A.3.3.2.2** Railroad Protective Liability Insurance, with policy limits of not less than _____ (\$____) per claim and _____ (\$____) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ **§ A.3.3.2.3** Asbestos Abatement Liability Insurance, with policy limits of not less than _____ (\$____) per claim and _____ (\$____) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☐ **§ A.3.3.2.6** Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 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.

§ 3.12.2 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.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how 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. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is 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 Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner 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.

§ 3.12.7 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 approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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.

§ 3.12.9 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 Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 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.

§ 3.12.10.1 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 Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately 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 Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the

time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, 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 Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers 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 Owner 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.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, 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.

§ 9.6.3 The Architect 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 Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not

constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect 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 the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's 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 Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the

Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Sample



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

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 = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = 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 - UNION

Craft: Air Conditioning & Refrigeration - Service and Repair

PREVAILING WAGE RATE

	03/01/22
Journeyman (Mechanic)	W42.98 B27.48 T70.46

Craft: Air Conditioning & Refrigeration - Service and Repair

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
As Shown	1st Year	2nd Year	3rd Year	4th Year	5th Year	Wage = %	of Jnymn	Wage		
Wage and Bene	40%	50%	60%	70%	80%	Bene = %	of Jnymn	Bene		

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 worked in excess of 8 per day or before or after the regular workday, that are not shift work, and all hours on Saturday shall be paid at time and one-half the hourly rate, inclusive of benefits. All hours on Sunday 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, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Boilermaker

PREVAILING WAGE RATE

	01/01/22	01/01/23
Foreman	W53.13 B46.00 T99.13	W53.50 B46.66 T100.16
General Foreman	W55.13 B47.05 T102.18	W55.50 B47.71 T103.21
Journeyman	W48.13 B44.29 T92.42	W48.50 B44.92 T93.42

Craft: Boilermaker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	65%	70%	75%	80%	85%	90%	95%			
Benefit =	38.07	39.03	40.03	41.00	41.99	42.97	43.93			

Ratio of Apprentices to Journeymen - *

* 1 apprentice will be allowed for the first 5 journeymen, 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.

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

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election 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 - UNION

Craft: Boilermaker - Minor Repairs

PREVAILING WAGE RATE

	01/01/22	01/01/23
Foreman	W35.19 B17.67 T52.86	W35.45 B17.78 T53.23
General Foreman	W35.69 B17.67 T53.36	W35.95 B17.78 T53.73
Mechanic	W33.69 B17.67 T51.36	W33.95 B17.78 T51.73

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 \$125,000.00), for boilers that do not produce electric or are not used in the heating of petroleum products.

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 - UNION

Craft: Bricklayer, Stone Mason

PREVAILING WAGE RATE

	11/01/22
Deputy Foreman	W49.90 B34.83 T84.73
Foreman	W53.40 B34.83 T88.23
Journeyman	W46.90 B34.83 T81.73

Craft: Bricklayer, Stone Mason

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%	55%	60%	65%	70%	75%	80%		
Benefits	4.00	5.00	5.50	6.00	23.26	24.91	26.58	28.22		

Ratio of Apprentices to Journeymen - 1:5

Craft: Bricklayer, Stone Mason

COMMENTS/NOTES

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

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) 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 10%, 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 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, 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 10%, inclusive of benefits, and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 10%, 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, shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular rate, inclusive of benefits. The first 10 hours on Saturday shall be paid at time and one-half the regular rate, inclusive of benefits. Any additional overtime shall be paid at double the regular 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 to inclement weather.
- 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.

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

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor 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 - UNION

Craft: Carpenter

PREVAILING WAGE RATE

	05/16/22
Foreman	W61.30 B36.10 T97.40
Journeyman	W53.30 B31.47 T84.77

Craft: Carpenter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	58% of	Appren	tice	Wage Rate	for all	intervals	+ \$0.55			

Ratio of Apprentices to Journeymen - 1:3

For Solar installation- all work on solar projects that fall under the jurisdiction of the carpenters, and does not require an electrician, the ratio of Apprentices to Journeymen shall be 1:1.

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 6:00 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 10%, 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 10% and the third shift shall receive the regular rate plus 15%, 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 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for

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

County - UNION

the day after Thanksgiving.

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

County - UNION

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	06/06/22
Foreman	W61.30 B36.01 T97.31
Journeyman	W53.30 B31.38 T84.68

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%	90%					
Benefit	58%	of	Appren	tice	Wage Rate	for all	intervals	+ \$0.46		

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

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

FOR SYNTHETIC TURF INSTALLATION ONLY:

- The rate shall be 90% of the wage and benefit rate.

The regular workday consists of 8 hours, starting between 6:00 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 wage rate plus 10%.
- 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 10% and the third shift shall receive the regular wage rate plus 15%.
- 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 10% and the third shift shall receive the regular wage rate plus 15%.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, inclusive of benefits.

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.

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

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

County - UNION

Craft: Carpenter-Residential Construction

PREVAILING WAGE RATE

	10/20/22
Foreman	W50.97 B11.58 T62.55
Journeyman	W44.32 B10.78 T55.10

Craft: Carpenter-Residential Construction

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	40%	55%	65%	80%						
Benefit	12% of	Appren	tice	wage rate	for all	intervals	+ \$5.46			

Ratio of Apprentices to Journeymen - 1:3

Craft: Carpenter-Residential Construction

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 6:00 AM and 9:00 AM.

RESIDENTIAL CONSTRUCTION:

All residential construction (excluding commercial buildings and institutional housing), no more than four (4) floors in height above grade consisting of those projects involving the construction, alteration, or repair of town houses or row houses, single family homes, mobile homes, multi-family homes, mixed-use buildings that include commercial space on the first floor or below grade, and apartment buildings.

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 10%, 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 10% and the third shift shall receive the regular rate plus 15%, 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 10% and the third shift shall receive the regular rate plus 15%, inclusive of benefits.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, 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

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

County - UNION

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

County - UNION

Craft: Cement Mason PREVAILING WAGE RATE

See "Bricklayer, Stone Mason" Rates

Craft: Cement Mason APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									

Ratio of Apprentices to Journeymen - 1:4

Craft: Cement Mason COMMENTS/NOTES

See "Bricklayer, Stone Mason" Rates

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

County - UNION

Craft: Commercial Painter

PREVAILING WAGE RATE

	05/18/22
Foreman	W47.19 B28.21 T75.40
General Foreman	W51.48 B28.21 T79.69
Journeyman	W42.90 B28.21 T71.11

Craft: Commercial Painter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	45%	55%	65%	70%	75%	80%	80%		
Benefits	8.40	8.40	10.40	10.40	11.40	11.40	14.15	14.15		

Ratio of Apprentices to Journeymen - 1:4

Craft: Commercial Painter

COMMENTS/NOTES

* Commercial Painters perform work on all commercial structures such as offices, schools, hotels, shopping malls, restaurants, condominiums, etc.

Spraying, sandblasting, lead abatement work on commercial buildings, 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.

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.
- 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.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day,

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

County - UNION

Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Diver

PREVAILING WAGE RATE

	05/01/22
Diver	W61.99 B50.47 T112.46
Tender	W50.25 B50.47 T100.72

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
75-125 feet: + \$0.78 per foot

MIXED GAS DIVES:

0-74 feet: No additional wage
75-125 feet: + \$1.00 per foot
126-200 feet: + \$2.00 per foot

PENETRATION DIVES:

126-200 feet: + \$1.50 per foot
201-275 feet: + \$1.75 per foot
276-350 feet: + \$2.00 per foot
351-425 feet: + \$2.50 per foot

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - UNION

Craft: Dockbuilder/Pile Driver

PREVAILING WAGE RATE

	09/21/22
Foreman	W57.79 B50.47 T108.26
Foreman (Concrete Form Work)	W56.70 B37.11 T93.81
Journeyman	W50.25 B50.47 T100.72
Journeyman (Concrete Form Work)	W49.30 B37.11 T86.41

Craft: Dockbuilder/Pile Driver

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	20.10	25.13	32.66	40.20						
Benefits	33.18	for all	intervals							

Ratio of Apprentices to Journeymen - *

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

Craft: Dockbuilder/Pile Driver

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR CONCRETE FORM WORK ONLY:

INTERVAL	PERIOD AND RATES			
Yearly	19.72	24.65	32.05	39.44
Benefits	25.24	for all	intervals	

CREOSOTE HANDLING:

When handling creosote products on land piling, 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/Pile Driver on the job shall be designated a Foreman.

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

County - UNION

SHIFT DIFFERENTIAL:

- 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 an additional 113% of the wage rate.
- When a three shift schedule is established, all three shifts shall be established on an 8 hour basis, but the second and third shifts shall receive an additional 113% of the wage rate.
- Benefits on shift work shall be paid at the straight-time rate.

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Presidential Election Day, Thanksgiving Day, Christmas Day. Veterans' Day may be switched with the day after Thanksgiving.

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

County - UNION

Craft: Drywall Finisher

PREVAILING WAGE RATE

	06/16/22
Foreman	W46.36 B28.16 T74.52
General Foreman	W48.48 B28.16 T76.64
Journeyman	W42.16 B28.16 T70.32

Craft: Drywall Finisher

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	50%		60%	70%		80%	90%		
Benefits	Intervals	1 to 2 =	11.00	Intervals	3 to 4 =	13.77	Intervals	5 to 6 =	17.38	

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.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - UNION

Craft: Electrician

PREVAILING WAGE RATE

	06/10/22	05/29/23	06/03/24
Cable Splicer	W66.30 B41.42 T107.72	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (11-20 Journeyman)	W70.52 B44.08 T114.60	W72.39 B45.95 T118.34	W74.15 B47.84 T121.99
Foreman (1-3 Journeyman)	W66.30 B41.42 T107.72	W68.06 B43.20 T111.26	W69.72 B44.96 T114.68
Foreman (4-10 Journeyman)	W69.31 B43.31 T112.62	W71.15 B45.17 T116.32	W72.89 B47.02 T119.91
General Foreman (21-30 Journeyman)	W72.32 B45.20 T117.52	W74.24 B47.14 T121.38	W76.06 B49.06 T125.12
General Foreman (31-60 Journeyman)	W78.35 B48.96 T127.31	W80.43 B51.07 T131.50	W82.39 B53.15 T135.54
General Foreman (61+ Journeyman)	W79.56 B49.71 T129.27	W81.67 B51.85 T133.52	W83.66 B53.97 T137.63
Journeyman	W60.27 B37.66 T97.93	W61.87 B39.30 T101.17	W63.38 B40.89 T104.27
Sub-Foreman	W68.71 B42.94 T111.65	W70.52 B44.79 T115.31	W72.25 B46.61 T118.86

Craft: Electrician

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
Yearly	40%	49%	58%	68%	80%		of Jour	neyman	Wage	Rate
Benefit	40%	49%	58%	68%	80%		of Jour	neyman	Benefit	Rate

Ratio of Apprentices to Journeyman - 2:3

Craft: Electrician

COMMENTS/NOTES

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

County - UNION

THESE RATES ALSO APPLY TO THE FOLLOWING:

- All burglar and fire alarm work.
- All fiber optic work.
- Teledata work in new construction.
- Teledata work involving 16 Voice/Data Lines or more.

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

FOREMAN REQUIREMENTS:

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

SHIFT DIFFERENTIALS:

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

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

PREVAILING WAGE RATE

	11/28/22	12/04/23	12/02/24
Journeyman Technician (1-2 Workers on Job)	W45.86 B27.05 T72.91	W47.08 B27.78 T74.86	W48.21 B28.45 T76.66
Master Tech/General Foreman (26 + Workers on Job)	W59.62 B35.16 T94.78	W61.20 B36.12 T97.32	W62.67 B36.99 T99.66
Senior Technician/Lead Foreman (16-25 Workers on Job)	W54.57 B32.19 T86.76	W56.03 B33.05 T89.08	W57.37 B33.86 T91.23
Technician A/Foreman (9-15 Workers on Job)	W52.28 B30.84 T83.12	W53.67 B31.67 T85.34	W54.96 B32.43 T87.39
Technician B/Working Foreman (4-8 Workers on Job)	W49.99 B29.48 T79.47	W51.32 B30.28 T81.60	W52.55 B31.01 T83.56
Technician C/Foreman (3 Workers on Job)	W47.69 B28.14 T75.83	W48.96 B28.89 T77.85	W50.14 B29.59 T79.73

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.45	7.45	8.51	9.15	10.22	11.49	12.98	14.26	15.76	17.24

Ratio of Apprentices to Journeymen - 2:3

Craft: Electrician - Teledata (15 Voice/Data Lines & Less)

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 11-28-22:

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.67	7.67	8.76	9.43	10.52	11.84	13.38	14.69	16.22	17.76

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-4-23:

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	7.88	7.88	9.00	9.68	10.80	12.15	13.73	15.09	16.66	18.23

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 12-2-24:

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

County - UNION

INTERVAL	PERIOD AND RATES									
6 Months	35%	35%	40%	43%	48%	54%	61%	67%	74%	81%
Benefits	8.07	8.07	9.22	9.91	11.07	12.45	14.06	15.44	17.06	18.68

NOTES:

- These rates are for service, maintenance, moves, and/or changes affecting 15 Voice/Data (teledata) lines or less. These rates may NOT be used for any teledata work in new construction (including additions) or any fiber optic work.
- The number of Teledata workers on the jobsite is the determining factor for which Foreman category applies .

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

SHIFT DIFFERENTIALS:

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

OVERTIME:

Hours in excess of 8 per day, or before or after 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. Hours in excess of 10 on Saturday and all hours on Sunday and holidays shall be paid at double the regular rate, inclusive of benefits.

- Four 10-hour days may be worked Monday through Friday, between the hours of 7:00 AM and 5:30 PM. A make-up day may be used for a day not being worked during the four 10-hour day schedule if a holiday occurs during the week or for any other conditions that prevent an employee from working the four 10-hour day schedule.

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

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

County - UNION

Craft: Electrician - Teledata (16 Instruments & More)

PREVAILING WAGE RATE

See "Electrician" Rates

Craft: Electrician - Teledata (16 Instruments & More)

COMMENTS/NOTES

See ELECTRICIAN Rates

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

County - UNION

Craft: Electrician- Outside Commercial

PREVAILING WAGE RATE

	06/10/22	05/29/23	06/03/24
Cable Splicer	W66.60 B41.13 T107.73	W68.37 B42.89 T111.26	W70.04 B44.66 T114.70
Certified Welder	W63.58 B39.26 T102.84	W65.26 B40.95 T106.21	W66.86 B42.62 T109.48
Equipment Operator	W60.55 B37.40 T97.95	W62.15 B39.00 T101.15	W63.67 B40.60 T104.27
Foreman (11-20 Journeymen workers on job)	W70.84 B43.75 T114.59	W72.72 B45.62 T118.34	W74.50 B47.50 T122.00
Foreman (1-3 Journeymen workers on job)	W66.60 B41.13 T107.73	W68.37 B42.89 T111.26	W70.04 B44.66 T114.70
Foreman (4-10 Journeymen workers on job)	W69.63 B42.99 T112.62	W71.47 B44.86 T116.33	W73.23 B46.70 T119.93
General Foreman (21-30 Journeymen workers on job)	W72.66 B44.86 T117.52	W74.58 B46.81 T121.39	W76.41 B48.71 T125.12
General Foreman (31-60 Journeymen workers on job)	W78.71 B48.61 T127.32	W80.80 B50.70 T131.50	W82.78 B52.76 T135.54
General Foreman (61+ Journeymen workers on job)	W79.93 B49.34 T129.27	W82.04 B51.48 T133.52	W84.05 B53.58 T137.63
Groundman	W36.33 B22.43 T58.76	W37.29 B23.41 T60.70	W38.21 B24.35 T62.56
Journeyman Lineman/Technician	W60.55 B37.36 T97.91	W62.15 B39.00 T101.15	W63.67 B40.60 T104.27
Sub-Foreman	W69.03 B42.62 T111.65	W70.85 B44.46 T115.31	W72.59 B46.27 T118.86

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

County - UNION

Craft: Electrician- Outside Commercial

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	61.75% of	Journey	man	wage	+ \$.01					

Craft: Electrician- Outside Commercial

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 5-29-23:

Interval	Period and Rates									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	62.75% of the Journeyman wage + \$.01									

APPRENTICE RATE SCHEDULE AS OF 6-3-24:

Interval	Period and Rates									
1000 Hours	60%	65%	70%	75%	80%	85%	90%			
Benefits	63.75% of the Journeyman wage + \$.01									

*** FOR UTILITY WORK PLEASE SEE STATEWIDE RATES**

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

FOREMAN REQUIREMENTS:

- 1 to 3 Journeymen- 1 must be a Foreman (Foreman/1-3 Journeymen rate).
- 4 to 10 Journeymen- 1 must be a Foreman (Foreman/4-10 Journeymen rate).
- 11 to 20 Journeymen- 1 must be Foreman (Foreman/11-20 Journeymen rate) and 1 must be a Sub-Foreman.
- 21 to 30 Journeymen- 1 must be a General Foreman (General Foreman/21-30 Journeymen rate) and 2 must be a Sub-Foreman.
- 31 to 40 Journeymen- 1 must be a General Foreman (General Foreman/31-40 Journeymen rate) and 3 must be a Sub-Foreman.
- 41 to 50 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 4 must be a Sub-Foreman.
- 51 to 60 Journeymen- 1 must be a General Foreman (General Foreman/31-60 Journeymen rate) and 5 must be a Sub-Foreman.
- 61+ Journeymen- 1 must be a General Foreman (General Foreman/61+ Journeymen rate) and 6 must be a Sub-Foreman.

SHIFT DIFFERENTIALS:

- Shift work must run for a minimum of 5 consecutive workdays.
- 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 of benefits.

OVERTIME:

Hours in excess of 8 per day, or outside of the regular workday, 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.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day,

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

County - UNION

Thanksgiving Day and Christmas Day.

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

County - UNION

Craft: Electrician-Utility Work (North)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (North)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
* 6 Months	60%	65%	70%	75%	80%	85%	90%			
Benefits	69% of	Appren	tice	Wage	Rate	for all	intervals			

Craft: Electrician-Utility Work (North)

COMMENTS/NOTES

Electrician-Utility Work (North) rates are located in the "Statewide" rate package.

* The apprentice wage rate is paid at the percentage of the Journeyman Lineman wage rate located in the "Statewide" rate package.

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

County - UNION

Craft: Electrician-Utility Work (South)

PREVAILING WAGE RATE

Rates are located in the "Statewide" rate package

Craft: Electrician-Utility Work (South)

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	31.65	34.29	36.93	39.56	42.20	44.84	47.78			
Benefits	28.02	29.62	31.20	32.80	34.40	36.00	37.58			

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 - UNION

Craft: Elevator Constructor

PREVAILING WAGE RATE

	03/17/22	03/17/23
Journeyman	W75.14 B43.91 T119.05	W77.49 B45.57 T123.06

Craft: Elevator Constructor

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	29.85	36.82	43.52	50.21						
Benefits	32.71	33.51	34.80	36.09						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Constructor

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-20:

INTERVAL	PERIOD AND RATES			
Yearly	31.03	38.26	45.21	52.17
Benefits	33.38	34.20	35.55	36.89

APPRENTICE RATE SCHEDULE AS OF 3-17-21:

INTERVAL	PERIOD AND RATES			
Yearly	32.27	39.76	46.99	54.22
Benefits	34.05	34.91	36.30	37.70

APPRENTICE RATE SCHEDULE AS OF 3-17-22:

INTERVAL	PERIOD AND RATES			
Yearly	33.56	41.33	48.84	56.36
Benefits	34.72	35.61	37.05	38.50

APPRENTICE RATE SCHEDULE AS OF 3-17-23:

INTERVAL	PERIOD AND RATES			
Yearly	34.60	42.62	50.37	58.12
Benefits	36.02	36.94	38.50	39.95

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 days wages (8 hours) plus double the hourly rate for all hours worked.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Columbus

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

County - UNION

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.

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

County - UNION

Craft: Elevator Modernization & Service

PREVAILING WAGE RATE

	03/17/22	03/17/23
Journeyman	W59.09 B42.79 T101.88	W60.89 B44.41 T105.30

Craft: Elevator Modernization & Service

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	29.85	28.84	34.09	39.33						
Benefits	32.66	33.13	34.36	35.58						

Ratio of Apprentices to Journeymen - 1:1

Craft: Elevator Modernization & Service

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE AS OF 3-17-20:

INTERVAL	PERIOD AND RATES			
Yearly	31.03	30.01	35.46	40.92
Benefits	33.33	33.82	35.09	36.36

APPRENTICE RATE SCHEDULE AS OF 3-17-21:

INTERVAL	PERIOD AND RATES			
Yearly	32.27	31.22	36.90	42.58
Benefits	34.00	34.50	35.83	37.15

APPRENTICE RATE SCHEDULE AS OF 3-17-22:

INTERVAL	PERIOD AND RATES			
Yearly	33.56	32.50	38.41	44.32
Benefits	34.67	34.20	35.20	37.94

APPRENTICE RATE SCHEDULE AS OF 3-17-23:

INTERVAL	PERIOD AND RATES			
Yearly	34.60	33.49	39.58	45.67
Benefits	35.97	36.53	37.95	39.38

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 days wages (8 hours) plus time and one-half the hourly rate for all hours worked.

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

County - UNION

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.

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

County - UNION

Craft: Glazier PREVAILING WAGE RATE

	05/18/22
* Leadman	W51.48 B29.13 T80.61
Foreman	W53.48 B29.37 T82.85
General Foreman	W55.48 B29.61 T85.09
Journeyman	W49.48 B28.89 T78.37

Craft: Glazier APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	55%	60%	65%	70%	75%	80%	90%		
Benefits	9.75	9.75	12.36	12.36	15.60	15.60	17.02	17.02		

Ratio of Apprentices to Journeymen - 1:4

Craft: Glazier COMMENTS/NOTES

Hazard/Height Pay: +\$1.00 per hour

* When there are three (3) men working on a jobsite for three (3) days or longer, 1 Journeyman may be designated as a Leadman for the duration of the job, provided he has his OSHA certification.

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

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

County - UNION

rate.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - UNION

Craft: Heat & Frost Insulator

PREVAILING WAGE RATE

	09/20/22
Foreman	W60.72 B36.22 T96.94
General Foreman	W63.06 B37.33 T100.39
Journeyman	W58.44 B35.66 T94.10

Craft: Heat & Frost Insulator

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	27.38	32.49	39.13	45.71						
Benefits	20.86	24.73	27.41	30.01						

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 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 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.

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

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

County - UNION

Craft: Heat & Frost Insulator - Asbestos Worker

PREVAILING WAGE RATE

	09/20/22
Asbestos Helper Abatement	W36.89 B24.92 T61.81

Craft: Heat & Frost Insulator - Asbestos Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	HEAT &	FROST	INSULAT OR						

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 7:00 AM and 3:30 PM. In addition, the regular workday may also be 8 hours between 6:00 AM and 2:30 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.

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

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

County - UNION

Craft: Industrial Painter- Bridges

PREVAILING WAGE RATE

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W62.23 B33.77 T96.00	W0.00 B0.00 T98.20	W0.00 B0.00 T100.20	W0.00 B0.00 T102.20	W0.00 B0.00 T104.20
General Foreman	W64.73 B33.77 T98.50	W0.00 B0.00 T100.70	W0.00 B0.00 T102.70	W0.00 B0.00 T104.70	W0.00 B0.00 T106.70
Journeyman	W57.23 B33.77 T91.00	W0.00 B0.00 T93.20	W0.00 B0.00 T95.20	W0.00 B0.00 T97.20	W0.00 B0.00 T99.20

Craft: Industrial Painter- Bridges

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Bridges

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

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.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used as a make-up day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be

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

County - UNION

paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - UNION

Craft: Industrial Painter- Structural Steel

PREVAILING WAGE RATE

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W50.97 B31.42 T82.39	W0.00 B0.00 T84.59	W0.00 B0.00 T86.59	W0.00 B0.00 T88.59	W0.00 B0.00 T90.59
General Foreman	W53.47 B31.42 T84.89	W0.00 B0.00 T87.09	W0.00 B0.00 T89.09	W0.00 B0.00 T91.09	W0.00 B0.00 T93.09
Journeyman	W45.97 B31.42 T77.39	W0.00 B0.00 T79.59	W0.00 B0.00 T81.59	W0.00 B0.00 T83.59	W0.00 B0.00 T85.59

Craft: Industrial Painter- Structural Steel

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	INDUST	RIAL	PAINTER	BRIDGES					

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Structural Steel

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All work in power plants (any aspect). On steeples, on dams, on hangers, transformers, substations, on all open steel, 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.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except for Veterans Day, which shall be paid at time and one-half the regular rate.
- During the regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - UNION

Craft: Industrial Painter- Water Tanks

PREVAILING WAGE RATE

	06/08/22	02/01/23	02/01/24	02/01/25	02/01/26
Foreman	W52.02 B31.07 T83.09	W0.00 B0.00 T85.29	W0.00 B0.00 T87.29	W0.00 B0.00 T89.29	W0.00 B0.00 T91.29
General Foreman	W54.52 B31.07 T85.59	W0.00 B0.00 T87.79	W0.00 B0.00 T89.79	W0.00 B0.00 T91.79	W0.00 B0.00 T93.79
Journeyman	W47.02 B31.07 T78.09	W0.00 B0.00 T80.29	W0.00 B0.00 T82.29	W0.00 B0.00 T84.29	W0.00 B0.00 T86.29

Craft: Industrial Painter- Water Tanks

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	50%	70%	90%							
Benefits	13.05	19.66	26.28							

Ratio of Apprentices to Journeymen - 1:3

Craft: Industrial Painter- Water Tanks

COMMENTS/NOTES

* Industrial Painters perform work on all industrial structures, such as bridges, water tanks, waste water facilities, refineries, any structural steel work, etc.

These rates apply to: All new and repaint water tanks (interior and exterior).

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.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, and all hours on Saturdays and Sundays shall be paid at time and one-half the regular rate. All hours on holidays shall be paid at double the regular rate, except Veterans Day, which shall be paid at time and one-half the regular rate.
- During a regular work week schedule, Saturday may be used to make-up a day lost to inclement weather, paid at the regular rate.
- Four 10-hour days may be worked, at the regular rate, Monday through Thursday. When the four 10-hour day schedule is used, the 11th and 12th hours shall be paid at time and one-half the regular rate. After the 12th hour, a worker shall be paid at double the regular rate. Friday may be used as a make-up day lost to inclement weather, paid at the regular rate.

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

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day. Saturday holiday observed the preceding Friday. Sunday holiday observed the following Monday.

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

County - UNION

Craft: Ironworker

PREVAILING WAGE RATE

	07/01/22
Rod /Fence Foreman	W48.39 B48.92 T97.31
Rod/Fence Journeyman	W45.39 B48.92 T94.31
Structural Foreman	W50.69 B48.92 T99.61
Structural Journeyman	W47.69 B48.92 T96.61

Craft: Ironworker

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	50%	60%		Yearly	70%	80%	90%			

Ratio of Apprentices to Journeymen - 1:4

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.

FOREMAN REQUIREMENTS:

When there are 2 or more Ironworkers on a job, 1 shall be designated a Foreman.

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%.
- 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%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis.
- When an irregular shift is established for the Ironworker (Structural) classification, the rate shall be paid at time and one-half the regular rate, inclusive of benefits. When an irregular shift is established for the Rod/Fence classification, the shift shall be established on an 8 hour basis and receive the regular rate, plus 20%.

OVERTIME:

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

County - UNION

- All hours in excess of 8 per day, or before or after an established shift that are not shift work, and all hours on 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. Saturday may be used as a make-up day for a day lost to inclement weather. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half 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 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Laborer - Asbestos & Hazardous Waste Removal

PREVAILING WAGE RATE

	08/09/22
Foreman	W41.38 B24.21 T65.59
Journeyman (Handler)	W36.78 B24.21 T60.99

Craft: Laborer - Asbestos & Hazardous Waste Removal

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	22.07	25.75	29.42	33.10						
Benefits	22.06	for	all	intervals						

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 (1) apprentice for each additional three (3) journeymen.

Craft: Laborer - Asbestos & Hazardous Waste Removal

COMMENTS/NOTES

NOTE: 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.

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.
- Benefits on ALL overtime hours shall be paid at straight time.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Easter, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. (Holidays start at 12:00 am).

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

County - UNION

Craft: Laborer - Building

PREVAILING WAGE RATE

	11/15/22
Class A Journeyman	W36.75 B31.42 T68.17
Class B Journeyman	W36.00 B31.42 T67.42
Class C Journeyman	W30.60 B31.42 T62.02
Foreman	W41.34 B31.42 T72.76
General Foreman	W45.94 B31.42 T77.36

Craft: Laborer - Building

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	60%	70%	80%	90%	of Class B	wage rate				
Benefit	28.17	28.17	28.17	28.17						

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 (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 10%.
- 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

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

County - UNION

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 10%, and the third shift shall receive the regular rate plus an additional 15%.

- 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 10%, and the third shift shall receive the regular rate plus an additional 15%.

- When an irregular shift must be established this shift shall receive the regular rate plus an additional 10%.

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. Saturday may be used as a make-up day (paid at straight time) for a day lost to inclement weather, or for a holiday that is observed during the work week, Monday through Friday. 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor 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 - UNION

Craft: Laborer - Heavy & General

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Laborer - Heavy & General

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours	60%	70%	80%	90%						
Benefit	23.38	for	all	intervals						

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 - UNION

Craft: Laborer-Residential and Modular Construction

PREVAILING WAGE RATE

	04/01/22	04/01/23
* Skilled Tradesman (only applies to Modular Construction)	W27.55 B5.45 T33.00	W27.90 B5.45 T33.35
Foreman (person directing crew, regardless of his skill classification)	W31.55 B5.45 T37.00	W31.90 B5.45 T37.35
Laborer (for single family and stand-alone duplex owned by single owner)	W17.50 B2.95 T20.45	W17.85 B2.95 T20.80
Residential and Modular Construction Laborer	W23.55 B5.45 T29.00	W23.90 B5.45 T29.35

Craft: Laborer-Residential and Modular Construction

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
As shown	800 hours	600 hours	600 hours							
wage & benefits	70%	80%	90%							

Ratio of Apprentices to Journeymen-

One (1) apprentice shall be allowed for the first journeyman on site and no more than one (1) additional apprentice for each additional three (3) journeymen on site.

Craft: Laborer-Residential and Modular Construction

COMMENTS/NOTES

*** SKILLED TRADESMAN-**

any worker doing work not typically done by a Building Laborer. Some examples are installing interior doors, sheet rock, hooking up appliances, installing light fixtures, installing railing systems, etc. Please note where local building codes require that certain work be performed under the supervision of a licensed tradesman (i.e. Plumber, Electrician, etc.) Laborers shall work under such supervision.

RESIDENTIAL CONSTRUCTION- All residential construction (not commercial), single-family, stand-alone duplex houses, townhouses and multi-family buildings of not more than four (4) floors. Each housing unit must be fully and independently functional; each housing unit must have its own kitchen and bathroom. The definition includes all incidental items such as site work, parking areas, utilities, streets and sidewalks. Please note the construction must be Residential in nature. A First Floor at or below grade may contain commercial space not to exceed 50% square footage of the floor; at least 50% of the First Floor must contain living accommodations or related nonresidential uses (e.g. laundry space, recreation/hobby rooms, and/or corridor space). Basement stories below grade used for storage, parking, mechanical systems/equipment, etc., are considered basement stories which are not used in determining the building's height. An attic is an unfinished space located immediately below the roof. Such space is not used in determining a building's height even if used for storage purposes. In addition, barracks and dormitories are not considered residential projects.

MODULAR RESIDENTIAL CONSTRUCTION- all aspects of modular residential construction (not commercial) at the site of installation of structures of no more than four (4) stories, including all excavation and site preparation, footings and

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

County - UNION

foundation systems whether poured on-site or prefabricated, all underground waterproofing, underground utilities, concrete slabs, sidewalks, driveways, paving, hardscape and landscaping. Please note the construction must be Residential as defined above. All work performed by the Set Crew (the crew of workers who set the modular boxes on the foundation), including the rigging, setting, attaching and assembly of all modules and structural members, preparation of the foundation to accept modules, such as sill plates, connection of all in-module and under-module connections including, but not limited to, plumbing, electrical, HVAC, fire suppression, CATS, telephone, television/internet, and fiber optic, the building or installation of any porches or decks regardless of material or method of construction, the on-site installation of, or completion of any roof system, doors, windows and fenestrations, including flashing, gutter and soffit systems, waterproofing, insulation and interior and exterior trim work, and painting. Please note that modular construction does not include on-site stick built construction, tip up construction or panel built construction.

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

OVERTIME:

Hours worked in excess of 8 per day/40 per week, Monday through Saturday, and all hours worked on Sunday and holidays shall be paid at time and one-half the hourly rate.

RECOGNIZED HOILDAYS:

New Year's Day, Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

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

County - UNION

Craft: Millwright

PREVAILING WAGE RATE

	06/20/22
Foreman	W62.42 B35.32 T97.74
Journeyman	W54.28 B32.80 T87.08

Craft: Millwright

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	40%	55%	65%	80%	90%					
Benefits	31% of	Appren	tice	Wage	Rate	for all	intervals	+ \$15.97		

Ratio of Apprentices to Journeymen - 1:3

Craft: Millwright

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Millwrights on a job, 1 shall be designated as a Foreman.

The regular workday shall consist of 8 hours, starting between 6:00 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.
- When an irregular shift must be established, this shift shall receive the regular rate plus 15%, 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. Veterans' Day may be substituted for the day after Thanksgiving.

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

County - UNION

Craft: Operating Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	60%	70%	80%	90%						

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 - UNION

Craft: Operating Engineer - Field Engineer

PREVAILING WAGE RATE

Rates are located in the
"Statewide" rate package

Craft: Operating Engineer - Field Engineer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	70%	75%	of Rod/	Chainman	Wage					
Yearly			80%	90%	Transit/	Instrument	man	Wage		

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 - UNION

Craft: Painter - Line Striping

PREVAILING WAGE RATE

	12/07/22
Apprentice (1st year)	W29.15 B14.75 T43.90
Apprentice (2nd year)	W33.25 B25.70 T58.95
Foreman (Charge Person)	W42.05 B26.48 T68.53
Journeyman 1 (at least 1 year of working exp. as a journeyman)	W37.28 B26.48 T63.76
Journeyman 2 (at least 2 years of working exp. as a journeyman)	W41.05 B26.48 T67.53

Craft: Painter - Line Striping

COMMENTS/NOTES

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, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Veterans Day may be substituted for the day after Thanksgiving.

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

County - UNION

Craft: Paperhanger

PREVAILING WAGE RATE

	05/18/22
Foreman	W51.90 B28.21 T80.11
Journeyman	W47.19 B28.21 T75.40

Craft: Paperhanger

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	SEE	COMME R	CIAL	PAINTER						

Craft: Paperhanger

COMMENTS/NOTES

FOREMEN REQUIREMENTS:

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

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.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, General Election Day, Veterans Day, Thanksgiving Day, Christmas Day

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

County - UNION

Craft: Pipefitter

PREVAILING WAGE RATE

	05/01/22
Foreman	W57.85 B48.11 T105.96
Journeyman	W53.60 B44.58 T98.18

Craft: Pipefitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	75%					
Benefit	25.22	28.06	30.90	33.75	36.59					

Ratio of Apprentices to Journeymen - 1:5

Craft: Pipefitter

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- When there are 2 or more Journeyman Pipefitters on a job, 1 shall be designated a Foreman.
- There shall be a Foreman for every 8 Journeyman Pipefitters on a job.

The regular workday shall be 8 hours between 7:00 AM and 3:30 PM.

SHIFT DIFFERENTIAL:

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME:

- All hours worked in excess of 8 per day, Monday through Friday, and all hours worked on Saturday, shall be paid at time and one-half, inclusive of benefits. All hours on Sunday and holidays shall be paid at double time, inclusive of benefits.
- By mutual agreement, employees may work four 10-hour days, Monday to Thursday, at straight time rate. Friday may be used as a make-up day for a day lost to inclement weather, and may be paid at straight time. If Friday is not a make-up day, the first 8 hours shall be paid at time and one-half, inclusive of benefits; hours in excess of 8 shall be paid at double time, inclusive of benefits.

SHIFT DIFFERENTIAL (Maintenance Work Only):

- 2nd Shift (3:30 PM-11:30 PM) shall work 7.5 hours and receive 8 hours pay at the regular rate, plus 10% per hour on the total rate.
- 3rd Shift (11:30 PM-7:00 AM) shall work 7 hours and receive 8 hours pay at the regular rate, plus 15% per hour on the total rate.

OVERTIME (Maintenance Work Only):

- All hours in excess of 8 per day, Monday through Saturday, shall be paid at time and one-half, inclusive of benefits. All

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

County - UNION

hours on Sundays and holidays shall be paid at double time, 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.

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

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

County - UNION

Craft: Plasterer

PREVAILING WAGE RATE

See Bricklayer, Stone Mason Rates

Craft: Plasterer

COMMENTS/NOTES

See BRICKLAYER, STONE MASON Rates

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

County - UNION

Craft: Plumber

PREVAILING WAGE RATE

	06/16/22
Foreman	W62.95 B40.22 T103.17
General Foreman	W67.03 B40.22 T107.25
Journeyman	W58.29 B40.22 T98.51

Craft: Plumber

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	30%	45%	55%	65%	75%					
Benefits	16.96	23.24	25.41	27.61	29.77					

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 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.

OVERTIME:

- All hours in excess of 8 per day, or before or after the regular workday that are not shift work, Monday through Friday, and all hours on 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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election 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 - UNION

Craft: Roofer

PREVAILING WAGE RATE

	06/01/22
Foreman	W45.52 B29.81 T75.33
Journeyman	W42.52 B29.81 T72.33

Craft: Roofer

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
6 Months	17.00	21.26	25.51	27.64	29.76	31.89	34.01	38.27		
Benefits	2.16	2.16	26.56	26.56	26.56	26.56	26.56	26.56		

Ratio of Apprentices to Journeymen - *

- * A) For roofing jobs that are of the 1 or single ply nature: 1:2 or fraction thereof
- B) For roofing jobs on new built up roofs: 1:3 or fraction thereof
- C) For roofing jobs that are of a tear-off nature: 1:2 or fraction thereof
- D) For roofing jobs {not requiring complete removal of existing systems, installation done over existing roof}: 1:3 or fraction thereof

Craft: Roofer

COMMENTS/NOTES

Pitch: +.50 per hour

Mop Man: +.30 per hour

The regular workday consists of 8 hours between 8:00 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 Saturdays, Sundays, and holidays shall be paid at time and one-half the regular rate.

RECOGNIZED HOLIDAYS: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Sheet Metal Sign Installation

PREVAILING WAGE RATE

	04/01/22
Foreman	W41.29 B38.97 T80.26
Journeyman	W39.29 B38.97 T78.26

Craft: Sheet Metal Sign Installation

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 hours	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%
Benefits	13.19	15.02	16.88	18.74	21.06	22.94	24.83	26.73	28.62	30.50

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 through 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 - UNION

Craft: Sheet Metal Worker

PREVAILING WAGE RATE

	06/06/22
Foreman	W56.98 B48.69 T105.67
General Foreman	W57.98 B48.69 T106.67
Journeyman	W53.48 B48.69 T102.17

Craft: Sheet Metal Worker

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
Yearly	35%	45%	55%	65%	of	Journey	man	Wage	Rate	
Benefit	35%	45%	55%	65%	of	Journey	man	Benefit	Rate	

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.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Good Friday, Memorial Day, July 4th, Labor Day, Presidential Election 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 - UNION

Craft: Sprinkler Fitter

PREVAILING WAGE RATE

	07/01/22	01/01/23
Foreman	W70.38 B35.24 T105.62	W69.82 B35.80 T105.62
General Foreman	W73.78 B35.24 T109.02	W73.15 B35.80 T108.95
Journeyman	W65.88 B35.24 T101.12	W65.32 B35.80 T101.12

Craft: Sprinkler Fitter

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
1000 Hours									80%	85%
Benefits							Intervals	9 to 10	Jourymn	Ben.

Craft: Sprinkler Fitter

COMMENTS/NOTES

Apprentice rate schedule for those apprentices registered as of 7-1-13:

Interval Period and Rates
1000 Hrs. 25% 30% 40% 45% 55% 60% 70% 75% 85% 90%
Ben. 13.60 13.60 28.30 28.30 28.30 28.30 Intervals 7-10 Journey. Ben.

Apprentice rate schedule for those apprentices registered as of 7-1-22:

Interval Period and Rates
1000 Hrs. 30% 35% 40% 45% 50% 55% 60% 70% 85% 95%
Ben. 13.60 13.60 28.30 28.30 28.30 28.30 Intervals 7-10 Journey. Ben.

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

FOREMAN REQUIREMENTS:

- The first Sprinkler Fitter on the job must be designated a Foreman.
- On any job having 12 or more Sprinkler Fitters, one must be designated a General Foreman.

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:

The first 2 hours in excess of 8 per day, after the regular workday that are not shift work, Monday through Friday, shall be paid at time and one-half the regular rate. Hours worked in excess of 10 per day, Monday through Friday, and all hours on Saturday, Sunday and holidays, shall be paid double the regular rate.
Four 10 hour days may be worked, Monday through Friday, at straight-time.

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

County - UNION

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Tile Finisher-Marble

PREVAILING WAGE RATE

	07/05/22	01/02/23
Finisher	W49.20 B36.21 T85.41	W49.32 B36.62 T85.94

Craft: Tile Finisher-Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrm. ben	rate	Interval 6	thru 7 =	full jyrm	benefit	rate

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.

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

County - UNION

Craft: Tile Setter - Ceramic

PREVAILING WAGE RATE

	12/05/22
Finisher	W48.04 B32.26 T80.30
Setter	W62.62 B35.39 T98.01

Craft: Tile Setter - Ceramic

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	35%	40%	50%	55%	60%	65%	70%	75%	80%	90%

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.

RECOGNIZED HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

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

County - UNION

Craft: Tile Setter - Marble

PREVAILING WAGE RATE

	07/05/22	01/02/23
Tile Setter	W62.40 B38.82 T101.22	W62.82 B39.03 T101.85

Craft: Tile Setter - Marble

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	40%	60%	65%	70%	75%	85%	95%			
Benefits	Interval 1	thru 5 =	75% of	jyrnm. ben	rate	Interval 6	thru 7 =	full jyrnm	benefit	rate

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.

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

County - UNION

Craft: Tile Setter - Mosaic & Terrazzo

PREVAILING WAGE RATE

	07/01/22	01/01/23
Grinder or Assistant	W58.14 B38.59 T96.73	W58.67 B39.00 T97.67
Mechanic	W59.75 B38.60 T98.35	W60.28 B39.01 T99.29
Terrazzo Resinous Worker	W49.84 B31.32 T81.16	W50.32 B31.63 T81.95

Craft: Tile Setter - Mosaic & Terrazzo

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
750 Hours	50%	55%	60%	65%	70%	75%	85%	95%	100%	

Ratio of Apprentices to Journeymen - 1:5

Craft: Tile Setter - Mosaic & Terrazzo

COMMENTS/NOTES

APPRENTICE RATE SCHEDULE FOR THOSE APPRENTICES ENTERING PROGRAM AFTER 7-1-17:

INTERVAL	PERIOD AND RATES							
1500 Hours	35%	45%	60%	70%	80%	90%	100%	

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.

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

County - UNION

Craft: Truck Driver

PREVAILING WAGE RATE

	05/16/22	05/01/23	05/01/24
Bucket, Utility, Pick-up, Fuel Delivery trucks	W41.71 B40.28 T81.99	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Dump truck, Asphalt Distributor, Tack Spreader	W41.71 B40.28 T81.99	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Euclid-type vehicles (large, off-road equipment)	W41.81 B40.28 T82.09	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Helper on Asphalt Distributor truck	W41.71 B40.28 T81.99	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Low Boy Driver	W43.31 B40.28 T83.59	W45.16 B41.78 T86.94	W47.01 B43.28 T90.29
Slurry Seal, Seeding/Fertilizing/ Mulching truck	W41.71 B40.28 T81.99	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Straight 3-axle truck	W41.71 B40.28 T81.99	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Tractor Trailer (all types)	W41.81 B40.28 T82.09	W43.66 B41.78 T85.44	W45.51 B43.28 T88.79
Vacuum or Vac-All truck (entire unit)	W41.71 B40.28 T81.99	W43.56 B41.78 T85.34	W45.41 B43.28 T88.69
Winch Trailer	W41.91 B40.28 T82.19	W43.76 B41.78 T85.54	W45.61 B43.28 T88.89

Craft: Truck Driver

COMMENTS/NOTES

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" 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.

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

County - UNION

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 DIFFERENTIAL:

- Shifts starting at 4:00 PM (2nd Shift): + \$3.00 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: + \$3.00 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.
- Benefits on overtime shall be \$40.03.
- As of 5-1-23, benefits on overtime shall be \$41.53.
- As of 5-1-24, benefits on overtime shall be \$43.03.

RECOGNIZED HOLIDAYS: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday. The day after Thanksgiving may be substituted for Veteran's Day.

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

County - UNION

Craft: Truck Driver-Material Delivery Driver

PREVAILING WAGE RATE

	05/10/22	05/01/23	05/01/24
Driver	W34.02 B40.28 T74.30	W35.87 B41.78 T77.65	W37.62 B43.28 T80.90

Craft: Truck Driver-Material Delivery Driver

COMMENTS/NOTES

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.

Truck Foreman/Shop Steward: +\$0.25 per hour

SHIFT DIFFERENTIALS:

- 2nd Shift shall receive an additional \$0.50 per hour
- 3rd Shift shall receive time and one-half the hourly rate.

OVERTIME:

- Hours in excess of 8 per day, or before or after the regular workday that are not shift work, 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: New Year's Day, President's Day, Memorial Day (Decoration Day), July 4th, Labor 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 - UNION

Craft: Welder

PREVAILING WAGE RATE

Welder

Craft: Welder

COMMENTS/NOTES

Welders rate is the same as the craft to which the welding is incidental .

STATEWIDE RATES

OPERATING ENGINEERS **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on 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 regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular 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, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
55.63	36.65	92.28

CLASSIFICATIONS:

A-Frame

Backhoe (combination)

Boom Attachment on loaders (Except pipehook)

Boring & Drilling Machine

Brush Chopper, Brush Shredder, Tree Shredder, Tree Shearer

Bulldozer, finish grade

Cableway

Carryall

Concrete Pump

Concrete Pumping System (Pumpcrete & similar types)

Conveyor, 125 feet or longer

Drill Doctor (Duties include dust collector and maintenance)

Front End Loader (2 cu. yds. but less than 5 cu. yds.)

Grader, finish

Groove Cutting Machine (ride-on type)

Heater Planer

Hoist: Outside Material Tower Hoist (all types including steam, gas, diesel, electric, air hydraulic, single and double drum, concrete, brick shaft caisson, snorkle roof, and other similar types, Except Chicago-boom type) * receives an additional \$1.00 per hour on 100 ft. up to 199 ft. total height, and an additional \$2.00 per hour on 200 ft. and over total height.

Hydraulic Crane (10 tons & under)

Hydraulic Dredge

Hydro-Axe

Hydro-Blaster

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
55.63	36.65	92.28

CLASSIFICATIONS:

Jack (screw, air hydraulic, power-operated unit, or console type, Except hand jack or pile load test type)

Log Skidder

Pan

Paver, concrete

Plate & Frame Filter Press

Pumpcrete (unit type)

Pumpcrete, Squeezecrete, or Concrete Pumping machine (regardless of size)

Scraper

Side Boom

Straddle Carrier (Ross and similar types)

Whiphammer

Winch Truck (hoisting)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Asphalt Curbing Machine

Asphalt Plant Engineer

Asphalt Spreader

Autograde Curb Trimmer & Sidewalk Shoulder Slipform (CMI & similar types)

Autograde Curecrete Machine (CMI & similar types)

Autograde Tube Finisher & Texturing Machine (CMI & similar types)

Bar Bending Machines (Power)

Batcher, Batching Plant, & Crusher [On Site]

Belt Conveyor System

Boom-Type Skimmer Machine

Bridge Deck Finisher

Bulldozer (all sizes)

Captain (Power Boats)

Car Dumper (railroad)

Compressor & Blower unit for loading/unloading of concrete, cement, fly ash, or similar type materials (used independently or truck-mounted)

Compressor (2 or 3 battery)

Concrete Breaking Machine

Concrete Cleaning/Decontamination Machine

Concrete Finishing Machine

Concrete Saw or Cutter (ride-on type)

Concrete Spreader (Hetzl, Rexomatic & similar types)

Concrete Vibrator

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Conveyors - under 125 feet

Crane Signalman

Crushing Machine

Directional Boring Machine

Ditching Machine - Small (Ditchwitch, Vermeer or similar types)

Dope Pot - Mechanical (with or without pump)

Dumpster

Elevator

Fireman

Fork Lift (Economobile, Lull & similar types)

Front End Loader (1 cu. yd. and over but less than 2 cu. yds.)

Generator (2 or 3 battery)

Giraffe Grinder

Goldhofer/Hydraulic Jacking Trailer

Grader & Motor Patrols

Grout Pump

Gunnite Machine (Excluding nozzle)

Hammer - Vibratory (in conjunction with generator)

Heavy Equipment Robotics - Operator/Technician

Hoist (roof, tugger, aerial platform hoist, house car)

Hopper

Hopper Doors (power operated)

Ladder (motorized)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Laddervator

Locomotive (Dinky-type)

Maintenance Utility Man

Master Environmental Maintenance Technician

Mechanic

Mixer (Except paving mixers)

Pavement Breaker (truck-mounted or small self-propelled
ride-on type)

Pavement Breaker - maintenance of compressor or hydraulic unit

Pipe Bending Machine (power)

Pitch Pump

Plaster Pump (regardless of size)

Post Hole Digger (post pounder, auger)

Rod Bending Machines

Roller (black top)

Scale (power)

Seamen Pulverizing Mixer

Shoulder Widener

Silo

Skimmer Machine (boom type)

Steel Cutting Machine (service & maintenance)

Tamrock Drill

Tractor

Transfer Machines

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
53.72	36.65	90.37

CLASSIFICATIONS:

Tug Captains

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System -
Operator/Maintenance Technician

Vacuum Blasting Machine - Operator/Maintenance Technician

Vibrating Plant (used with unloading)

Welder & Repair Mechanic

Effective Dates:

07/01/2022

Rate	Fringe	Total
50.38	36.65	87.03

CLASSIFICATIONS:

Assistant Engineer/Oiler

Driller's Helper

Field Engineer - Transit man or Instrument man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Mechanic's Helper

Off Road Back Dump

Tire Repair & Maintenance

Effective Dates:

07/01/2022

Rate	Fringe	Total
47.80	36.65	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

TERRITORY
ENTIRE STATE

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

OPERATING ENGINEERS Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.96	36.65	94.61

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (minimum)

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

CLASSIFICATIONS:

Autograde Pavement Profiler (CMI & similar types)

Autograde Pavement Profiler - Recycle Type (CMI & similar types)

Autograde Placer/Trimmer/Spreader Combination (CMI & similar types)

Autograde Slipform Paver (CMI & similar types)

Backhoe (Excavator)

Central Power Plant

Concrete Paving Machine

Cranes, Derricks, Pile Drivers (all types), under 100 tons with a boom (including jib and/or leads) under 100 ft.

Draglines

Drill, Bauer, AMI and similar types

Drillmaster, Quarrymaster

Drillmaster/Quarrymaster (down-the-hole drill), rotary drill, self-propelled hydraulic drill, self-powered drill

Elevator Grader

Field Engineer-Chief of Party

Front End Loader (5 cu. yards or larger)

Gradall

Grader, Rago

Helicopter Co-Pilot

Helicopter Communications Engineer

Juntann Pile Driver

Locomotive (large)

Mucking Machine

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

CLASSIFICATIONS:

Pavement & Concrete Breaker (Superhammer & Hoe Ram)

Pile Driver

Prentice Truck

Roadway Surface Grinder

Scooper (loader & shovel)

Shovel (Excavator)

Trackhoe (Excavator)

Tree Chopper with boom

Trenching Machine (cable plow)

Tunnel Boring Machine

Vacuum Truck

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
52.09	36.65	88.74

CLASSIFICATIONS:

Chipper

Compressor (single)

Concrete Spreader (small type)

Conveyor Loader (Except elevator graders)

Engines, Large Diesel (1620 HP) & Staging Pump

Farm Tractor

Fertilizing Equipment (operation & maintenance)

Fine Grade Machine (small type)

Form Line Grader (small type)

Front End Loader (under 1 cubic yard)

Generator (single)

Grease, Gas, Fuel, & Oil Supply Trucks

Heaters (Nelson or other type)

Lights - portable generating light plant

Mixer, Concrete (small)

Mulching Equipment (operation & maintenance)

Power Broom or Sweeper

Pump (diesel engine & hydraulic - regardless of power)

Pump (larger than 2 inch suction, including submersible pumps)

Road Finishing Machine (small type)

Roller - grade, fill, or stone base

Seeding Equipment (operation & maintenance)

Sprinkler & Water Pump Trucks

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
52.09	36.65	88.74

CLASSIFICATIONS:

Steam Generator or Boiler

Stone Spreader

Tamping Machine (vibrating ride-on type)

Temporary Heating Plant (Nelson or other type, including
propane, natural gas, and flow-type units)

Water or Sprinkler Truck

Welding Machine (gas, diesel, or electric convertor, of any type)

Welding System - Multiple (rectifier transformer type)

Wellpoint Systems (including installation by bull gang and
maintenance)

Effective Dates:

07/01/2022

Rate	Fringe	Total
59.04	36.65	95.69

CLASSIFICATIONS:

Helicopter Pilot/Engineer

Effective Dates:

07/01/2022

Rate	Fringe	Total
63.72	36.65	100.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2022

Rate	Fringe	Total
62.72	36.65	99.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with boom (including jib and/or leads) from 100 ft. to
139 ft.

OPERATING ENGINEERS **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
59.22	36.65	95.87

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types) , under 100 tons with a boom (including jib and/or leads) 140 ft. and over

Effective Dates:

07/01/2022

Rate	Fringe	Total
61.72	36.65	98.37

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), 100 tons and over and TOWER CRANE with a boom (including jib and/or leads) under 100 ft.

Effective Dates:

07/01/2022

Rate	Fringe	Total
58.22	36.65	94.87

CLASSIFICATIONS:

Cranes, Derricks, Pile Driver (all types), under 100 tons with a boom (including jib and/or leads) from 100 ft. to 139 ft.

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

{For apprentice rates refer to "Operating Engineers" apprentice rates in any county rate package}

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on 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 regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular 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, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2022

Rate	Fringe	Total
60.85	36.65	97.50

CLASSIFICATIONS:

Helicopter Co-Pilot & Communications Engineer

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
56.79	36.65	93.44

CLASSIFICATIONS:

A-Frame

Cherry Picker -10 tons or less (Over 10 tons use crane rate)

Hoist (all types Except Chicago-boom)

Jack (screw, air hydraulic, power-operated unit or console
type, Except hand jack or pile load test type)

Side Boom

Straddle Carrier

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
54.13	36.65	90.78

CLASSIFICATIONS:

Aerial Platform Used On Hoists

Apprentice Engineer/Oiler with Compressor or Welding Machine

Captain (Power Boats)

Compressor (2 or 3 in battery)

Concrete Cleaning/Decontamination Machine Operator

Conveyor or Tugger Hoist

Directional Boring Machine

Elevator or House Car

Fireman

Forklift

Generator (2 or 3)

Heavy Equipment Robotics, Operator/Technician

Maintenance Utility Man

Master Environmental Maintenance Technician

Tug Master (Power Boats)

Ultra High Pressure Waterjet Cutting Tool System Operator/Maintenance Technician

Vacuum Blasting Machine Operator/Maintenance Technician

Welding Machines, Gas or Electric Converters on any type-2 or 3 in battery including diesels

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
52.60	36.65	89.25

CLASSIFICATIONS:

Compressor (Single)

Generators

Welding Machines, Gas, Diesel, Or Electric Converters of any type-single

Welding System, Multiple (Rectifier Transformer Type)

Effective Dates:

07/01/2022

Rate	Fringe	Total
50.84	36.65	87.49

CLASSIFICATIONS:

Assistant Engineer/Oiler

Drillers Helper

Field Engineer - Transit/Instrument Man

Maintenance Apprentice (Deckhand)

Maintenance Apprentice (Oiler)

Off Road Back Dump

Effective Dates:

07/01/2022

Rate	Fringe	Total
58.41	36.65	95.06

CLASSIFICATIONS:

Lead Engineer, Foreman Engineer, Safety Engineer (Minimum)

Effective Dates:

07/01/2022

Rate	Fringe	Total
47.80	36.65	84.45

CLASSIFICATIONS:

Field Engineer - Rodman or Chainman

STRUCTURAL STEEL ERECTION **Rates Expiration Date :**

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.55	36.65	94.20

CLASSIFICATIONS:

Field Engineer-Chief of Party

Vacuum Truck

Effective Dates:

07/01/2022

Rate	Fringe	Total
65.74	36.65	102.39

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms, including jib, 140 ft. and over, above ground). Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), and Pile Drivers (all types) 100 tons and over and Tower Cranes.

Effective Dates:

07/01/2022

Rate	Fringe	Total
64.08	36.65	100.73

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), 100 tons and over and Tower Crane.

Effective Dates:

07/01/2022

Rate	Fringe	Total
61.24	36.65	97.89

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, 140 ft. and over, above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Pile Drivers (all types), under 100 tons.

Effective Dates:

07/01/2022

Rate	Fringe	Total
59.58	36.65	96.23

CLASSIFICATIONS:

Cranes (all cranes, land or floating with booms including jib, less than 140 ft. above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, less than 140 ft. above ground), Pile Drivers (all types), under 100 tons.

TERRITORY
ENTIRE STATE

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

STRUCTURAL STEEL ERECTION Rates Expiration Date :

Effective Dates:

07/01/2022

Rate	Fringe	Total
61.24	36.65	97.89

CLASSIFICATIONS:

Helicopter Pilot & Engineer

TEST BORING PRELIMINARY TO CONSTRUCTION-SOUTH/WEST **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hunterdon, Mercer, Monmouth, Ocean, Salem, Sussex, Warren

The regular workday consists of 8 hours, Monday to Friday, between 6:00 AM and 5:30 PM.

SHIFT DIFFERENTIALS:

- Shift work must be established for 5 consecutive workdays.
- Any work started outside of the allowed start time, 6:00 AM to 9:00 AM, except for * tidal work, shall be considered an irregular shift and paid at straight time, plus 15% for the first eight hours, inclusive of benefits.
- * FOR TIDAL WORK- a contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work), providing the eight hour shift is completed between the hours of 5:00 AM and 6:30 PM.
- All time worked in excess of an established shift (an established shift is a shift that is determined at the time of the bid) shall be paid at the applicable overtime rate. When a portion of an established shift works into Saturday, Sunday or a holiday, that time worked shall be paid at the established shift rate.
- When working with other trades who receive a higher irregular shift differential, these employees shall also receive the higher differential rate.

OVERTIME:

- Hours in excess of 8 per day, or outside of the regular workday, Monday through Friday, that are not shift work, and all hours on 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 regular rate, inclusive of benefits.
- Four 10-hour days may be worked, Monday through Thursday, at straight time, with all hours on Friday paid at time and one-half the regular 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, Christmas Day. Sunday holidays observed the following Monday. When all trades on a particular job site agree, the day after Thanksgiving may be substituted for Veterans Day.

For projects bid after April 1, 2020, on hazardous waste removal work of any kind, including a state or federally designated site, where the operating engineer is required to wear level A, B, or C personal protection, the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour.

- An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$1.00 per hour.

Effective Dates:

07/01/2022

Rate	Fringe	Total
57.22	36.65	93.87

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2022

Rate	Fringe	Total
50.38	36.65	87.03

CLASSIFICATIONS:

Driller's Helper

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

{For apprentice rates refer to "Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- 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 hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.65	34.88	83.53	86.03

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
48.35	34.88	83.23	85.73

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrician Foreman, Rigging Foreman

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.85	34.88	82.73	85.23

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Cleanup Foreman, Grout Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.35	34.88	85.23	87.73

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
47.30	34.88	82.18	84.68

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.95	34.88	81.83	84.33

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Manitenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Tod Man)

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.80	34.88	81.68	84.18

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man Top or Bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

FREE AIR TUNNEL JOBS Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

CLASSIFICATIONS:

All Others (including Powder Watchman, Change House Attendant, Top Laborer)

DRILL FOR GROUND WATER SUPPLY **Rates Expiration Date :**

The well driller and/or helper may perform all work relative to the construction, finishing, and servicing of wells, pumps and borings for ground water supply. The present methods of well drilling entailing as they do, many diverse job operations calling for drilling, pump discharge, piping, and the operation of various types of related power equipment, shall all be within the job duties and functions of the well driller and/or helper. In the event that an extension of work should occur beyond water well drilling functions, into the field of general construction work, such extension of work would come under the appropriate rates listed elsewhere in this wage determination.

- For Work Hours, Shift Differentials, Overtime Rates, and Recognized Holidays see the "Operating Engineers" section of this wage determination.

Effective Dates:

07/01/2022

Rate	Fringe	Total
55.97	36.65	92.62

CLASSIFICATIONS:

Driller

Effective Dates:

07/01/2022

Rate	Fringe	Total
49.13	36.65	85.78

CLASSIFICATIONS:

Driller's Helper

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

NOTE: These wage rates only apply to dredging and other marine construction activities occurring in navigable waters and their tributaries.

Boat crews carrying explosive material (dynamite, pourfex, and other similar materials) shall be paid at 120% of the hourly wage rate for hours engaged in handling of said materials. Employees required to possess a Hazardous Material Certification as a condition of employment shall be compensated at 120% of the hourly wage rate.

OVERTIME:

Hours in excess of 40 per week, and all hours on Saturdays and Sundays, shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
43.94	14.54	58.48	60.48

CLASSIFICATIONS:

Lead Dredgerman, Operator, Leverman

Licensed Tug Operator (over 1000 HP)

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
38.00	14.18	52.18	53.93

CLASSIFICATIONS:

Derrick Operator, Spider/Spill Barge Operator

Engineer, Electrician, Chief Welder, Chief Mate

Fill Placer, Operator II

Licensed Boat Operator

Maintenance Engineer

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
35.77	14.05	49.82	51.47

CLASSIFICATIONS:

Certified Welder

OPERATING ENGINEERS MARINE-DREDGING **Rates Expiration Date :**

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
34.79	13.74	48.53	50.14

CLASSIFICATIONS:

Mate, Drag Barge Operator, Steward, Assistant Fill Placer

Welder

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
33.67	13.67	47.34	48.91

CLASSIFICATIONS:

Boat Operator

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
27.97	13.33	41.30	42.63

CLASSIFICATIONS:

Shoreman, Deckhand, Rodman, Scowman

Effective Dates:

10/01/2022			10/01/2023
Rate	Fringe	Total	Total
39.16	14.25	53.41	55.20

CLASSIFICATIONS:

Crane Operator

TERRITORY
ENTIRE STATE

NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
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MICROSURFACING/SLURRY SEAL **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

IN ALL OTHER COUNTIES use the Heavy and General Laborers - North "Slurry Seal Laborer" rates.

SHIFT DIFFERENTIALS:

Any shift starting at 3:30 PM or later shall receive an additional \$0.35/hr

OVERTIME:

Hours in excess of 8 per day or 40 per week shall be paid at time and one-half the hourly rate. All hours on holidays shall be paid at double the hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Washington's Birthday, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day.

Effective Dates:

03/01/2017

Rate	Fringe	Total
36.50	21.27	57.77

CLASSIFICATIONS:

Foreman

Effective Dates:

03/01/2017

Rate	Fringe	Total
33.80	21.27	55.07

CLASSIFICATIONS:

Box man

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Microsurface/Slurry Preparation

Effective Dates:

03/01/2017

Rate	Fringe	Total
31.75	21.27	53.02

CLASSIFICATIONS:

Squeegee man

TERRITORY
ENTIRE STATE

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

MICROSURFACING/SLURRY SEAL Rates Expiration Date :

Effective Dates:

03/01/2017

Rate	Fringe	Total
30.30	21.27	51.57

CLASSIFICATIONS:

Cleaner, Taper

ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

"THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY: Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- 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 hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

Paving Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.70	34.88	81.58	84.08

CLASSIFICATIONS:

Head Raker

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

Screedman

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ASPHALT LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.30	34.88	81.18	83.68

CLASSIFICATIONS:

Tampers, Smoothers, Kettlemen,
Painters, Shovelers, Roller Boys

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.40	34.88	81.28	83.78

CLASSIFICATIONS:

Milling Controller

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

Traffic Control Coordinator

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.55	34.88	81.43	83.93

CLASSIFICATIONS:

Raker, Luteman

TEST BORING PRELIMINARY TO CONSTRUCTION-NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:
Bergen, Essex, Hudson, Middlesex, Morris, Passaic, Somerset, Union

SHIFT DIFFERENTIAL:

Employees on a shift other than between the hours of 8:00 AM and 5:00 PM shall receive an additional \$2.00 per hour.

OVERTIME:

Hours in excess of 8 per day, Monday through Friday, and all hours on Saturday 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.

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

Hazardous Waste Pay (for Levels A, B, and C): an additional 15% of the hourly rate, per hour.

A newly hired Helper with no experience in the industry shall be paid as follows:

- 1st year on the job - 70% of Helper wage rate
- 2nd year on the job - 80% of Helper wage rate
- 3rd year on the job - 90% of Helper wage rate
- All helpers receive full fringe benefit rate.

Effective Dates:

10/18/2022

Rate	Fringe	Total
0.00	0.00	65.92

CLASSIFICATIONS:

Helper (4th year helper)

Effective Dates:

10/18/2022

Rate	Fringe	Total
0.00	0.00	75.24

CLASSIFICATIONS:

Driller

Effective Dates:

10/18/2022

Rate	Fringe	Total
0.00	0.00	81.28

CLASSIFICATIONS:

Foreman

HEAVY & GENERAL LABORERS - NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- 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 hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

"D" Rate:

basic, landscape, asphalt, slurry seal, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofer; timberman; wagon drill or drill master helper; powder carrier; magazine tender; signal man; power buggy operator; tree cutter; operator of basic power tools

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

"C" Rate:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning; wagon drill, directional drill, or hydraulic drill operator; drill master; core driller; traffic control coordinator; asphalt raker or lute man

HEAVY & GENERAL LABORERS - NORTH

Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

"B" Rate:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; asphalt screedman; rammer; hardscaping; gunite nozzle man

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

CLASSIFICATIONS:

"A" Rate:

blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

"FOREMAN" Rate:

labor foreman, asphalt foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

CLASSIFICATIONS:

"GENERAL FOREMAN" Rate

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Ocean, Salem

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- 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 hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

basic, landscape, or railroad track laborer; utility meter installer; flagman; salamander tender; pitman; dumpman; rakers or tampers on cold patch work; wrappers or coaters of pipe; waterproofers; tree cutter, timberman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

wagon drill or drill master helper; powder carrier; magazine tender; signal man

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

pipe layer; laser man; conduit or duct line layer; operator of jack hammer, chipping hammer, pavement breaker, concrete cutter, asphalt cutter, sheet hammer, or walk-behind saw cutter; sandblaster; acetylene cutting or burning

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

wagon or directional drill operator; drill master

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.40	34.88	85.28	87.78

CLASSIFICATIONS:

blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

labor foreman, drill foreman, pipe foreman, grade foreman, finisher foreman, concrete foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
50.15	34.88	85.03	88.53

CLASSIFICATIONS:

general foreman

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

HEAVY & GENERAL LABORERS - SOUTH **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

concrete finisher; setter of brick or stone pavers; stone cutter; form setter; manhole, catch basin, or inlet builder; rammer; gunite nozzle man

PIPELINE - MAINLINE TRANSMISSION **Rates Expiration Date :**

These rates apply to the following: welding on Transportation Mainline pipe lines (cross-country pipe lines, or any segments thereof, transporting coal, gas, oil, water or other transportable materials, vapors or liquids, including portions of such pipe lines within private property boundaries up to the final metering station or connection - the point where a valve, consumer connection, or town border station divides mainline transmission lines or higher pressure lateral and branch lines from lower pressure distribution systems).

PER DIEM PAYMENT:

In addition to the total wage rate paid for each craft, the following per diem (per day) amounts must also be paid - Pipeline Journeyman: \$80.50; Pipeline Journeyman Welder: \$140.50; and Pipeline Helper: \$64.50. Note: in order to receive the per diem payment an employee must work a minimum of 8 hours in a 24 hour period.

NOTES:

- Journeymen employed as "stringer bead" welders and journeymen who are regularly employed as "hot-pass" welders shall receive \$1.00 per hour more than other journeymen.
- Welders running "stringer bead" or "hot-pass" on "cutouts" or "tie-ins" on a production basis shall be paid \$1.00 per hour above the journeymen rate.
- Whenever a welder helper is employed using a power buffer or power grinder immediately behind the stringer bead and/or hot-pass welders, and the pipe gang is set on a production basis, the helper shall be paid \$2.00 per hour above the helper rate.
- If back welding is performed inside a pipe under either or both of the following conditions, the welder engaged in the welding will receive \$3.00 per hour above the regular rate for the job only for the days on which such back welding is performed:
 - The employer elects, as a regular procedure, to back weld each line-up. This condition is not intended to apply to occasional back welding performed by the pipe gang to repair a bead, to rectify a "high-lo" condition or wall thickness, etc.
 - A welder is required to back weld a completed weld behind the firing line.
- If the welder helper is required to go inside the pipe for the purpose of brushing, buffing and grinding the weld, they shall receive a wage rate \$1.00 per hour above the regular helper rate for the days involved.
- Welders working on "hot work" shall be paid \$2.00 per hour above the regular rate for each day engaged in such work. "Hot work" is defined as work on lines in service where there is the danger of fire or explosion.

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

OVERTIME:

Hours in excess of 8 per day, and all hours on Sundays shall be paid at time and one-half the regular rate, inclusive of benefits. All hours on holidays shall be paid at double the regular rate, inclusive of benefits.

RECOGNIZED HOLIDAYS: New Year's Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Sunday holidays observed the following Monday.

Effective Dates:

06/01/2022

Rate	Fringe	Total
55.34	34.65	89.99

CLASSIFICATIONS:

Pipeline Journeyman Welder

TERRITORY
ENTIRE STATE

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

PIPELINE - MAINLINE TRANSMISSION Rates Expiration Date :

Effective Dates:

06/01/2022

Rate	Fringe	Total
55.34	34.65	89.99

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

06/01/2022

Rate	Fringe	Total
33.84	24.27	58.11

CLASSIFICATIONS:

Pipeline Helper

PIPELINE - GAS DISTRIBUTION **Rates Expiration Date :**

These rates apply to the following: welding on gas line distribution systems (that portion of the gas distribution system placed in streets, roads, subways, tunnels, viaducts, highways and easements which serves the users of gas).

SHIFT DIFFERENTIALS:

An "irregular" shift may start any time from 5:00 PM to 12:00 AM, Monday through Friday, and shall receive an additional 15% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of forty per week, 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.

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

Effective Dates:

11/02/2022

Rate	Fringe	Total
63.90	29.83	93.73

CLASSIFICATIONS:

Pipeline Journeyman Welder

Effective Dates:

11/02/2022

Rate	Fringe	Total
63.90	29.83	93.73

CLASSIFICATIONS:

Pipeline Journeyman

Effective Dates:

11/02/2022

Rate	Fringe	Total
40.53	22.15	62.68

CLASSIFICATIONS:

Pipeline Helper

ASPHALT LABORERS- NORTH **Rates Expiration Date :**

THESE RATES APPLY IN THE FOLLOWING COUNTIES ONLY:

Bergen, Essex, Hudson, Hunterdon, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union, Warren

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- 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 hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$5.00/hr
- other Hazardous Waste site: + \$1.00/hr

FOR TIDE WORK (pertains to tidal water): A contractor can start their job according to tide schedules (tide schedules are the various high and low tides related to this work) providing the eight (8) hour shift is completed between the hours of 5:00 AM and 6:30 PM.

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
49.15	34.88	84.03	87.53

CLASSIFICATIONS:

Asphalt Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.85	34.88	81.73	84.23

CLASSIFICATIONS:

Asphalt Screedman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
46.60	34.88	81.48	83.98

CLASSIFICATIONS:

Asphalt Raker or Lute Man

TERRITORY
ENTIRE STATE

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

ASPHALT LABORERS- NORTH Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
45.90	34.88	80.78	83.28

CLASSIFICATIONS:

Asphalt Laborer

ELECTRICIAN- UTILITY WORK (NORTH) **Rates Expiration Date :**

Electrician-Utility Work (North)

(For apprentice rates refer to Electrician-Utility Work (North) in any county rate package).

These rates apply to work contracted for by the following utility companies:

Public Service Electric & Gas Co. of NJ, GPU Energy, Borough of Madison Electric Department, Sussex Rural Electric Cooperative, Rockland Utilities, and Butler Municipal Electric Co.

These rates do not apply to work on substations or switching stations.

For Utility work contracted for by a utility company other than those listed above or those listed under "Electrician-Utility Work (South), see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

The regular workday is 8 hours, between 6:00 AM and 6:00 PM.

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)-all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

2nd shift (between the hours of 4:30 PM and 1:00 AM): 8 hours of work + 17.3% of the regular rate, inclusive of benefits.

3rd shift (between the hours of 12:30 AM and 9:00 AM): 8 hours of work + 31.4% of the regular rate per hour, inclusive of benefits.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday 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 hourly rate, inclusive of benefits.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday.

RECOGNIZED HOLIDAYS:

New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day and Christmas Day, or day on which they are legally observed.

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
61.07	42.13	103.20	106.36	109.56

CLASSIFICATIONS:

Chief Lineman

Effective Dates:

	12/04/2022		12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

CLASSIFICATIONS:

Journeyman Lineman

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.61	39.75	97.36	100.35	103.36

CLASSIFICATIONS:

Special License Operator

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

CLASSIFICATIONS:

Transit Man

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
55.31	38.16	93.47	96.33	99.21

CLASSIFICATIONS:

Line Equipment Operator

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
48.39	33.38	81.77	84.29	86.81

CLASSIFICATIONS:

Dynamite Man

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
72.01	49.68	121.69	125.44	129.20

CLASSIFICATIONS:

General Foreman

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
66.25	45.71	111.96	115.41	118.85

CLASSIFICATIONS:

Assistant General Foreman

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
64.52	44.51	109.03	112.40	115.76

CLASSIFICATIONS:

Line Foreman

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
46.66	32.19	78.85	81.28	83.72

CLASSIFICATIONS:

Street Light Mechanical Leader

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Winch Operator

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
44.36	30.60	74.96	77.26	79.58

CLASSIFICATIONS:

Groundman Truck Operator

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

CLASSIFICATIONS:

Street Light Mechanic

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
43.78	30.20	73.98	76.26	78.55

CLASSIFICATIONS:

Line Equipment Mechanic

ELECTRICIAN- UTILITY WORK (NORTH)

Rates Expiration Date :

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
37.45	25.84	63.29	65.23	67.17

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
34.57	23.85	58.42	60.21	62.02

CLASSIFICATIONS:

Groundman 1st Year

Effective Dates:

12/04/2022			12/03/2023	12/01/2024
Rate	Fringe	Total	Total	Total
57.03	39.35	96.38	99.35	102.32

CLASSIFICATIONS:

Line Equipment Foreman

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Electrician-Utility Work (South)

(For apprentice rates refer to Electrician-Utility Work (South) in any county rate package).

These rates apply to work contracted for by the following utility company:

Atlantic City Electric.

These rates do not apply to work on substations or switching stations.

For utility work contracted for by a utility company other than the one listed above or those listed under "Electrician-Utility Work (North)", see the "Outside Commercial Rates" for the county in which the jobsite is located.

* FOR OUTSIDE COMMERCIAL RATES PLEASE SEE COUNTY RATES

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

FOR EMERGENCY WORK ONLY: (emergency work is defined as work caused by storm, catastrophe, act of god, and circumstances beyond the control of the employer)- all hours of work shall be paid at double the hourly rate.

SHIFT DIFFERENTIALS:

Shift work must run for a minimum of 5 consecutive workdays.

When two (2) or three (3) shifts are worked the following shall apply:

1st shift (between the hours of 8:00 AM and 4:30 PM)

2nd shift (between the hours of 4:30 PM and 12:30 AM): 8 hours of work + 10% of the regular rate of pay for 7.5 hours worked.

3rd shift (between the hours of 12:30 AM and 8:00 AM): 8 hours of work + 15% of the regular rate of pay for 7 hours worked.

OVERTIME:

Hours in excess of 8 per day, or before or after the regular workday Monday through Friday, that is not shift work, and all hours on Saturday shall be paid at time and one-half the regular rate. All hours on Sundays and Holidays shall be paid double the hourly rate.

Four 10-hour days may be worked, at straight time, between 6:00 AM and 6:00 PM, Monday through Thursday with Friday used as a make-up day.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day or on days celebrated.

WORKING RULES:

There shall be a Foreman in charge of each work crew. No crews are to exceed twelve (12) men, including Foremen.

There shall be a General Foreman designated for transmission work when three (3) or more crews are on the same job and for distribution work where there are more than twenty (20) employees on site.

A small job crew shall consist of five (5) or less employees, one (1) of the Journeyman Linemen in the crew shall be designated as a Small Job Foreman.

Work performed from ladders and/or mechanical lift equipment shall be the work of Linemen and/or Apprentices.

On new construction, fitting and framing poles, towers or structures may be done by Journeymen and/or Apprentices. Groundmen may assist, but may not perform any work which would be performed by Linemen if assembled in the air.

There shall be a Journeyman Lineman in each pole setting, erection, grounding, wire and cable-pulling crew of more than three (3) men.

Effective Dates:

12/04/2022

Rate	Fringe	Total
67.52	55.11	122.63

CLASSIFICATIONS:

General Foreman

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/04/2022

Rate	Fringe	Total
60.14	50.62	110.76

CLASSIFICATIONS:

Foreman

Effective Dates:

12/04/2022

Rate	Fringe	Total
56.97	48.72	105.69

CLASSIFICATIONS:

Small Job Foreman

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Heavy Equipment Operator

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Cable Splicer

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Journeyman Lineman

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Journeyman Welder

ELECTRICIAN- UTILITY WORK (SOUTH) **Rates Expiration Date :**

Effective Dates:

12/04/2022

Rate	Fringe	Total
52.75	46.18	98.93

CLASSIFICATIONS:

Journeyman Painter

Effective Dates:

12/04/2022

Rate	Fringe	Total
42.20	39.80	82.00

CLASSIFICATIONS:

Light Equipment Operator

Effective Dates:

12/04/2022

Rate	Fringe	Total
36.93	36.60	73.53

CLASSIFICATIONS:

Groundman Truck Driver

Effective Dates:

12/04/2022

Rate	Fringe	Total
34.29	35.02	69.31

CLASSIFICATIONS:

Groundman 3rd Year

Effective Dates:

12/04/2022

Rate	Fringe	Total
31.65	33.42	65.07

CLASSIFICATIONS:

Groundman 2nd Year

Effective Dates:

12/04/2022

Rate	Fringe	Total
29.01	31.83	60.84

CLASSIFICATIONS:

Groundman 1st Year

TERRITORY
ENTIRE STATE

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

ELECTRICIAN- UTILITY WORK (SOUTH) Rates Expiration Date :

Effective Dates:

12/04/2022

Rate	Fringe	Total
23.21	28.31	51.52

CLASSIFICATIONS:

Flagman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

****THESE RATES APPLY TO CONSTRUCTION ON NEW TRANS HUDSON TUNNELS ONLY****

{For apprentice rates refer to "Laborer - Heavy & General" apprentice rates in any county rate package}

The regular workday consists of 8 hours, starting at 7:00 AM or 8:00 AM.

SHIFT DIFFERENTIALS:

- Shifts must start at 3:00 PM, 4:00 PM, 12:00 AM, or 1:00 AM, to be considered shift work, except when the project owner mandates special hours of work in the job specifications, in which case those hours may be considered shift work.
- When such hours are mandated by the project owner, a shift that begins before midnight on Friday and ends on Saturday morning, or that begins at or after 8:00 PM on Sunday and ends on Monday morning may be paid at the shift differential rate.
- Shifts shall receive an additional \$3.00 per hour.

OVERTIME:

- Hours in excess of 8 per day, Monday through Friday, or outside of 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.
- 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 hourly rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays observed the following Monday. Veterans Day may be substituted for the day after Thanksgiving. However, in the trading of Veterans Day for the day after Thanksgiving, if overtime is worked on Veterans Day, it shall be paid at double the hourly rate.

Hazardous Waste Work:

- where Level A, B, or C protection is required: + \$3.00/hr
- other Hazardous Waste site: + \$1.00/hr

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
72.98	34.88	107.86	111.19

CLASSIFICATIONS:

Walking Boss & Superintendent

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
72.53	34.88	107.41	110.74

CLASSIFICATIONS:

Heading Foreman, Shaft Foreman, Rod Foreman, Electrical Foreman, Rigging Foreman

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS **Rates Expiration Date :**

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
71.78	34.88	106.66	109.99

CLASSIFICATIONS:

Iron Foreman, Caulking Foreman, Form Foreman, Cement Finishing Foreman, Concrete Foreman, Track Foreman, Clean-up Foreman, Grout Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
75.53	34.88	110.41	113.74

CLASSIFICATIONS:

Blaster

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.95	34.88	105.83	109.16

CLASSIFICATIONS:

Top Labor Foreman

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.43	34.88	105.31	108.64

CLASSIFICATIONS:

Skilled Men (including Caulker, Powder Carrier, all other skilled men)

Skilled Men (including Miner, Drill Runner, Iron Man, Conveyor Man, Maintenance Man, Safety Miner, Rigger, Block Layer, Cement Finisher, Rod Man)

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
70.20	34.88	105.08	108.41

CLASSIFICATIONS:

Semi-Skilled Men (including Bell or Signal Man top or bottom, Form Worker & Mover, Concrete Worker, Shaft Man, Tunnel Laborer, Caulker's Helper, all other semi-skilled)

Semi-Skilled Men (including Miner's Helper, Chuck Tender, Track Man, Nipper, Brake Man, Derail Man, Cable Man, Hose Man, Gravel Man, Form Man)

TERRITORY
ENTIRE STATE

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

HEAVY & GENERAL LABORERS- NEW TRANS HUDSON TUNNELS Rates Expiration Date :

Effective Dates:

03/01/2022			03/01/2023
Rate	Fringe	Total	Total
69.60	34.88	104.48	107.81

CLASSIFICATIONS:

All others (including Powder Watchman, Change House Attendant, Top Laborer, Job Steward)



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

TECHNICAL SPECIFICATIONS

MICROBIAL REMEDIATION

Union County Courthouse – Multiple Locations
2 Broad Street
Elizabeth, New Jersey 07201

PREPARED FOR:

CME ASSOCIATES
3759 US HWY 1 SOUTH – SUITE 100
MONMOUTH JUNCTION, NEW JERSEY 08852

PREPARED BY:

ENVIRONMENTAL CONNECTION, INC.
120 NORTH WARREN STREET
TRENTON, NEW JERSEY 08608

JULY 13, 2022
REVISED NOVEMBER 29, 2022

EC PROJECT # 22236-01



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PROJECT DIRECTORY

CONTRACTING
AUTHORITY:

County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACTING
AUTHORITY CONTACT:

Matthew A. Ferraro
Project Manager
Division of Engineering
County of Union
2325 South Avenue
Scotch Plains, NJ 07076
Telephone: (908) 389-5208
Fax: (908) 789-3674

FACILITY:

Union County Courthouse – 12th, 13th, 14th, and 15th Floor Offices
2 Broad Street
Elizabeth, New Jersey 07201

ENGINEER:

CME Associates
3759 US Highway 1 South, Suite 100
Monmouth Junction, New Jersey 08852
Telephone: (732) 951-2101

ENVIRONMENTAL
CONSULTING FIRM:

Environmental Connection, Inc.
120 North Warren Street
Trenton, New Jersey 08608
Telephone: 609-392-4200
Telefax: 609-392-1216

PROJECT DESIGNER/
CONTACT:

Mr. Jordan Reed
Telephone: 609-392-4200
Telefax: 609-392-1216
Jreed@vtihq.com



SECTION 1.0 GENERAL REQUIREMENTS

1.1 General Conditions

1. The General Conditions of this Contract are derived from the American Institute of Architects Document 201, "General Conditions of the Contract for Construction: "Fifteenth Edition, 1997, 8 Articles, 28 pages: which Document is hereby specifically made a part of the Contract Documents with the same force and effect as though set forth in full herein. A copy of the General Conditions is available for inspection at the office of Environmental Connection, Inc., (EC) and may be purchased from:

The American Institute of Architects
2 Winter Sport Lane
Williston VT 05495-0060
Telephone: 800-365-2724
Telefax: 802-864-7626

1.2 Supplementary General Conditions

1. Definitions as noted in the Technical Specifications are included as part of the Contract.
2. It shall be the sole responsibility of the Contractor to pay directly all fees associated with **any Patent**, instrument, devices, process, etc., utilized on this project where required by the patent holder.
3. Except as herein specified, no signs or photographs shall be required other than those necessary for the Contractor to comply with code and United States Department of Labor, Occupational Safety and Health Administration (OSHA), posting regulations.
4. Water supply is available at the site. The Contractor shall be responsible for heating the water, where necessary, for hot water. Extension to the point of source shall be the responsibility of the Contractor. The Contractor shall ensure leak tight connections. The Contractor shall comply with code specification requirements regarding connections.
5. Temporary electric service for use during construction is available at the facility. Extension to the source and point of use shall be the responsibility of the Contractor. The Contractor shall install GFCI protection at a point of source outside of containment. **Temporary electrical connections shall be made by a licensed electrician. Use of GFCI equipped extension cords shall not require a licensed electrician.**
6. The Owner's representative shall periodically inspect the project. The project shall be performed in compliance with all applicable federal, state and local regulations.
7. No temporary heat is required. No temporary cooling is required.
8. Prior to the start of remediation activities, submit Safety Data Sheets (SDS) for all products and materials utilized by the Contractor on the project to the building owner for review.
9. The Contractor shall refer to the Technical Specifications for required air testing. **The Contractor shall supply competent personnel for personal employee sampling/monitoring to meet OSHA requirements.** Results shall be posted by the Contractor at the work site. All other testing and inspection for Contract compliance shall be supplied by the Owner's representative.



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4. Water supply is available at the site. The Contractor shall be responsible for heating the water, where necessary, for hot water. Extension to the point of source shall be the responsibility of the Contractor. The Contractor shall ensure leak tight connections. The Contractor shall comply with code specification requirements regarding connections.
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10. The Contractor shall be solely responsible for compliance with OSHA personal monitoring requirements and other requirements of said agency. The Owner and the Owner's representative shall not be held liable for the Contractor's non-compliance with the aforementioned OSHA requirements, nor responsible to oversee the Contractor's compliance with OSHA requirements, including personal monitoring.
11. A Critical Path Method (CPM) schedule shall not be required for this project. However, the Contractor may be required to submit a bar-chart or other acceptable construction work schedule regarding the programming of work and phase times.
12. All requests for work scheduling shall be coordinated in writing with the Owner's representative and the Owner. The Contractor shall not proceed until written authorization and approval of the scheduled start date is obtained.
13. The Technical Specifications and Contract Drawings are complementary documents. Where differences exist between the Technical Specifications and Contract Drawings, the more stringent shall apply.
14. The Contractor shall field verify all quantities specified. The quantities shown are for informational purposes only and no guarantee is expressed or implied that the quantities are correct or that the specified materials are easily removable from the substrate, surfaces or components. No allowances shall be made for failure by the Contractor to field verify amounts or existing field conditions.
15. "AS-BUILT" drawings will not be required for the remediation work.
16. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:
 - Applicable federal, state and local codes and regulations.
 - Notices and Permits.
 - Existing site conditions and restrictions on the use of the site.
 - Work performed prior to work under this Contract.
 - Alterations and coordination with existing work.
17. Inspection: Prior to commencement of work, 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.
18. Potential Environmental Hazards: The disturbance or dislocation of polychlorinated biphenyls, biological contaminants (i.e., carcasses, fungal contaminants, fecal matter, etc.), mercury containing components, etc., may cause a release within the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants. The Contractor's supervisor shall be cognizant of identifying such hazards and apprise all workers, supervisory personnel, sub-contractors, consultants and authorized visitors who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.
19. Stop Work: If the Owner, the Owner's representative, or the Project Administrator presents a written stop work order, immediately and automatically stop all work. Do not resume work until authorized in writing by the Owner or his/her appropriate representative.



20. The term “Contractor” referenced herein shall refer to the Environmental Remediation Contractor that is pre-qualified by the State of New Jersey, Department of Treasury, Division of Property Management and Construction, (DPMC) for mold remediation.
21. Where required, the Industrial Hygienist (IH) of record for the project shall attend progress meetings relative to addressing environmental, health and safety issues that arise from the project, manage the project schedule, etc.
22. Summary by References: Work of this Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Technical Specification Sections, Contract Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and included, but not necessarily limited to, printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomena including weather conditions and other forces outside the Contract Documents.
23. All documents prepared by Environmental Connection, Inc., (EC), including any attachments, may contain information that is privileged and confidential, and is exclusively generated for the sole and intended use of the recipient(s). EC’S Instruments of Service, included Contract Drawings, Technical Specifications and other documents prepared by EC are for the sole use of this Project, and unless otherwise provided, EC shall be deemed the Author and Owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights.

EC shall not be liable for the acts, errors or omissions of the Owner and/or Owner’s representative, Vendors, Agents or other entities performing any of the work relative to this Project/Assignment. Should the Owner, and/or Owner’s other Representatives, Vendors, Agents or other entities performing any of the work fail to substantially prevail in any lawsuit brought against EC, EC shall be entitled to recover its reasonable attorneys’ fees and other costs, in the court of appropriate jurisdiction.

1.3 Contract Documents

1. Drawings and all general and specific provisions of the Contract Documents, including General and Supplementary Conditions, all Addenda and Modifications thereto, and all government regulations and industry standards included or incorporated by reference herein, shall apply to work described herein.
2. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards listed herein have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly and bound herewith.
3. When submitting a proposal, the Contractor shall give written notice to the Owner of any item in violation of laws, ordinances, rules, or regulations of all authorities having jurisdiction, and notice of any necessary items omitted. If no such notice is received, it will be assumed that the Contractor accepts the adequacy and legality of the Contract Documents, has included the cost of all items in his/her proposal, and shall be responsible for satisfactory operation and approval of the work without additional compensation.
4. Any plans, reports, written instruction, or verbal instructions are for reference purposes only. PRIOR TO SUBMITTING A PROPOSAL, THE CONTRACTOR SHALL VERIFY THE EXTENT OF THIS PROJECT, INCLUDING QUANTITIES OF MATERIALS TO BE REMOVED AND/OR REPLACED AND ANY SPECIAL DIFFICULTIES OR CONSIDERATIONS ASSOCIATED WITH



PERFORMANCE OF THE WORK AS SPECIFIED HEREIN. It is the Contractor's responsibility to review the written specifications in conjunction with Contract Drawings, and to visit and inspect the job site as necessary to provide an accurate bid proposal to the Owner. No subsequent extras, change orders, or compensation shall be provided for failure of the Contractor to evaluate the total extent of the project or for errors or emissions in Contract Documents.

5. These Technical Specifications are based on current, applicable federal, state and local regulations. The Contractor has the responsibility of informing himself / herself fully of the requirements of the Agencies Regulations, guidance documents and shall satisfy completely these Technical Specifications and all referenced regulations as may be amended by said Agencies and guidance documents during the course of this work.
6. The Contractor shall inspect the Technical Specifications for missing pages or pages partially blank due to mechanical printing errors. Any such omissions will be replaced upon presentation to the Owner. In no case will allowances in Contract prices be made for such omissions.

1.4 Interpretation of the Technical Specifications

1. If questions arise, the Owner and/or Owner's representative shall decide as to the meaning and applicability of any part of the General Conditions, Supplementary Conditions, Special Conditions, Contract Drawings and/or Technical Specifications, and the decision shall be binding and final.
2. Any work performed after the discovery of a change in conditions, without acceptance by the Owner and/or Owner's representative, shall be at the risk and expense of the Contractor with no liability or cost to the Owner.
3. All work and materials specified and necessary to complete the project in all its parts, whether or not they are specifically mentioned in the Technical Specifications, shall be furnished and executed the same as if they were called for by the Technical Specifications without extra compensation.

1.5 Contractor Qualifications

The Contractor shall provide to the Owner a detailed qualification statement. This statement shall include the following criteria at a minimum:

1. Owners of the firm, address, and telephone numbers.
2. A signed statement by the Contractor verifying his/her understanding of the Technical Specifications and requirements.
3. The Contractor shall be pre-qualified for mold remediation with the State of New Jersey, Department of the Treasury, Division of Property Management and Construction (DPMC).

1.6 Use of the Premises

1. The Contractor shall ensure that emergency escape routes are established in case of fire, or other emergencies. The Contractor shall install appropriate safety barriers and notices at the perimeter of work and maintain the same during the course of work to prevent site access from unauthorized personnel.
2. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in the project. Facility security regulations affecting the Contractor



shall be strictly adhered to.

3. Keep existing driveways and entrances serving the premises clear and available to the Facility at all times, unless authorized by the Facility. Do not use these areas for parking or storage of materials.
4. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to approved areas by the Owner or areas indicated. If additional storage is necessary, obtain and pay for such storage off site.
5. Lock automotive vehicles, such as passenger cars, trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.
6. Maintain the existing building in a safe manner throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and, if applicable its occupants, during the remediation period.
7. Keep public areas such as hallways, stairs and toilet rooms free from accumulation of waste, rubbish or construction debris.
8. Smoking or open fires will not be permitted within the building enclosure or on the premises.
9. Cooperate fully with the Owner and his/her representatives during site operations to minimize conflicts. Perform the work so as not to interfere with the Facility's operation.

1.7 Cooperation

1. The Contractor shall fully cooperate with the Owner and his/her representatives in fulfilling and completing the requirements of these Technical Specifications and of the Contract.
2. If the Owner, Owner's representative or lawful official presents a written Stop Work Order, immediately and automatically stop all work. Do not recommence work until authorized in writing by the Owner and/or Owner's representative.
3. Careful coordination throughout the project is absolutely essential. Coordination for job meetings, scheduling, phasing, payment request reviews, required inspections and disposal are key to the Contractor's successful completion of work.

1.8 Submittals

The following submittals shall be presented at the pre-construction meeting following award and signing of Contract and/or at the site for the duration of the work:

1. Written Respiratory Protection Plan, in accordance with 29 CFR, Parts 1910 and 1926.
2. Written site-specific Health and Safety Plan.
3. All notifications and permits.



4. A schedule denoting proposed start and completion dates for each phase and/or portion of the project specified herein. The schedule shall reflect the Owner and/or Owner's representative restrictions, such as hours of operation, allowance to work on weekends and/or holidays, etc.
5. Description of emergency procedures to be followed in the case of injury. Presentation shall include evacuation procedure, and source of medical assistance, including telephone numbers of first aid squad, police, fire, etc.

NOTICE: REQUIRED EMERGENCY PROCEDURES SHALL TAKE PRIORITY OVER ALL OTHER REQUIREMENTS OF THIS SPECIFICATION.

6. Videotape or provide photographic evidence 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.
7. Safety Data Sheets (SDS): Submit the Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR, Part 1910.1200).
8. Copies of the Product Data Sheets for all materials to be utilized applied or installed relative to project completion for microbial remediation. Such documents shall include any and all warranties and guarantees.
9. Copies of the Contractor's daily log that shall include all of the day occurrences, visitors, special events, Contractor's personnel at the site.

1.9 Materials

Deliver materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label, and the following information:

1. Name or title of material.
2. Manufacturer's stock number and date of manufacture.
3. Manufacturer's name.
4. Application instructions.

All materials utilized for work area containments, decontamination units, barriers, etc., shall be fire-rated and polyethylene sheeting shall be a minimum of six (6) mil thick.

1.10 Utility Requirements

1. Temporary Electric: The Contractor shall arrange with the Owner for connections of the Contractor's sub-panels to existing electrical panels, where necessary. All electrical panel connections shall be performed by the Contractor, utilizing a licensed Electrician. Connection/extension from the point of source shall be the responsibility of the Contractor.

The Contractor shall provide relocatable receptacle outlets equipped with Ground Fault Circuit Interrupters, reset button and pilot light, for plug-in connection of power tools and equipment.

The Contractor shall use only grounded extension cords and shall use hard service cords where



exposed to abrasion and traffic. Contractor shall use single lengths of extension cords or use waterproof connectors to connect separate lengths of extension cords, if single lengths will not reach areas of work.

2. Where required, the Contractor shall install temporary lighting.

- Provide one (1) 200 watt incandescent lamp per 1,000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature.
- In corridors and similar traffic areas provide one (1) 100 watt incandescent lamp every 50 feet. In stairways and at ladder runs, provide lamp illumination for each landing and flight.
- Provide sufficient temporary lighting to ensure proper workmanship throughout the project by combined use of daylight, general lighting, and portable plug-in task lighting.
- Provide lighting in the decontamination unit as required to supply a 50 foot candle minimum light level.

3. Water is available at the site; the Contractor shall coordinate with the Owner for a water source. The Contractor shall provide a temporary hot water heater for decontamination usage. Provide hot and cold water as required to the decontamination unit. All connections shall be the responsibility of the Contractor.

- The Contractor shall maintain all temporary water connections, hoses and outlet valves in a leak proof condition throughout the project. Replace any leaking hoses and connections immediately upon discovery.
- Where hot water is required, the Contractor shall provide a supply with a minimum temperature of 100 degrees Fahrenheit.
- The Contractor shall shut-off water sources, disconnect and drain hoses, and store hoses in the staging area at the end of each shift, or use 55-gallon drums with a pump system that shall be emptied at the end of each shift, when in proximity to occupied or high traffic areas.

1.11 Ordinances and Permits

1. The Contractor shall give the proper authorities all requisite notices for information relating to the work, pay all fees, and obtain all permits, licenses and certificates where required. The Contractor shall comply with Underwriter's rules; federal, state, and local Codes; and with all ordinances and laws pertaining to this work.

1.12 The Owner's Representative

1. The Owner's representative(s) shall represent the Owner in all matters pertaining to work performed pursuant to these Technical Specifications.
2. The Owner's representative(s) shall conduct visual inspections and environmental air monitoring during and/or at the completion of the project.
3. The Owner's representative(s) shall have the authority to oversee and inspect all work, interpret and direct the Contractor in matters pertaining to compliance with the specifications, and stop all work in the event of substantial or continued noncompliance with Contract Documents or applicable



regulations. The Owner will be notified immediately if work is stopped.

4. The Owner's representative(s) shall not be responsible for the Contractor's obligations under local, state, or federal law to provide safe working conditions for his/her workers.
5. The Contractor shall cooperate fully with the Owner's representative(s) in all matters pertaining to compliance with these Technical Specifications and shall ensure the cooperation of his/her workers.

SECTION 2.0 CONTRACT BID AND AWARD

2.1 Information for Submission of Cost Proposals

1. The **Union County, New Jersey Office of Facilities Management**, hereinafter called the Owner, invites submission of cost proposals on the forms attached hereto, all blanks must be appropriately filled in.
2. Proposals will be received by the Owner on or before the prevailing time indicated on the Bid Documents.
3. Proposals are requested on the items stated in the Bid Proposal Forms for the Project. The prices shall cover all costs of any nature incidental to and growing out of the work. In explanation, but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to perform and complete the project in the manner and within the time required, all incidental expenses in connection therewith, all costs on account of loss by damage or destruction of the project and any additional expenses for unforeseen difficulties of defective work and materials. Conditions, limitations or provisions attached to the proposal may cause its rejection.
4. Before submitting a proposal, the Contractor shall be familiar with the Technical Specifications and other documents that will form parts of the Contract, shall have investigated in detail the site of the project and shall have made such examination thereof as may be necessary to satisfy itself also that it can secure the necessary labor and equipment and that the materials it proposes to use will comply with the requirements thereof and can be obtained by the Contractor in the quantities and at the time required.
5. Wherever in the Contract Documents reference is made to the "Contract" it shall be construed to refer to the Contract entered into through the acceptance of any one (1) or more of the proposals enumerated above, and all applicable provisions in the Technical Specifications shall govern each Contract with equal force.
6. Contractors are cautioned to carefully read the Technical Specifications to acquaint themselves with any requirements therein necessitating installation work by one Contractor of materials or equipment furnished by another Contractor and required to complete the entire project.

2.2 Examination of Site, Drawings, Etc.

1. Contractors shall thoroughly examine and be familiar with the Technical Specifications. The failure or omission of any bidder to receive or examine any form, instrument, or document, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Contractor from obligation with respect to its proposal. By submitting a proposal, the Contractor agrees and warrants that it has examined the site, the Technical Specifications, and where the Technical Specifications require in any part of the work, a given result to be produced, that the Technical Specifications are adequate, and the required result can be produced under the Technical Specifications. No claim for any extra will be allowed because of alleged impossibilities in the production of the results specified or



because of unintentional errors or conflicts in the Technical Specifications.

2.3 Scope of Work for Proposal

1. The Contractor, for the base proposal, shall include in the proposals, all labor, materials, equipment and services, necessary or incidental to the completion of the work, and other pertinent work as hereinafter described for the entire project in accordance with the Technical Specifications.

2.4 Conditions of Work

1. Insofar as possible, the Contractor in carrying out the work must employ such methods or means as will not cause any interruption of, or interference with, the work of any other Contractor.

2.5 Award of the Contract

1. The Owner may reject all proposals or may award the Contract to that responsible Contractor whose base bid therefore is the lowest. The Owner reserves the right to reject any or all proposals if it is in the best interest of the Owner. The Owner reserves the right to waive any minor defects or informality in any proposal should it be to the best interest of Union County and or the State of New Jersey.
2. Award of the Contract is conditioned upon the Owner appropriating sufficient funds to perform the proposed work in a lawful manner.

2.6 Proposals

1. Proposals shall be submitted on the Bid Proposal Form, properly filled out and shall be duly executed. Proposal forms shall not be altered or added to in any way.
2. When the proposal is made by an individual, his/her post office shall be stated, and he shall sign the proposal; when made by a firm or partnership, its name and post office address shall be stated and the proposal shall be signed by one or more of the partners; when made by a corporation, its name and principal post office address shall be stated and the proposals shall be signed by an authorized official of the corporation. Before award is made to a Contractor not resident of the state, such Contractor shall designate a proper agent in the State on whom service can be made in event of litigations.

2.7 State Law Regarding Wage Requirements

1. The special attention of bidders is called to the wage requirements established by Chapter 150, Laws of New Jersey, 1963, which statute provided in parts, as follows: "...and provided further, that not less than the prevailing rate of per diem wages in the locality where the work is performed shall be paid to such laborers, or workmen and mechanics so employed by such Contractors or Sub-Contractors by or on behalf of any county, city, township or other municipality of said State: and provided wage rate is understood to be the rate paid by the Contractors and employers employing a majority of the workers of any craft in the county, city, township or municipality in which the work is being done and as approved by the United States Department of Labor, and provided further, that in case of a dispute as to the prevailing rate of wage, the matter shall be referred to the Commissioner of Labor for determination and his decision thereon shall be conclusive as to the prevailing rate of wage."
2. No responsibility is assumed by the Owner for the rates which the Contractor must pay at any given time in order to comply with the above quoted law for the reason that under the above quoted law it is the responsibility of the Contractor to pay laborers, workmen, and mechanics not less than the prevailing per diem wages in the locality where the work is performed. Therefore, the Contractor will be required to pay laborers, workmen and mechanics employed in this work not less than the



applicable rates as required by State Laws, or the posted rates, whichever rates are higher.

3. As stated in the above-quoted law, in case of a dispute as to the prevailing rate of wage under State Laws, the matter shall be referred to the Commissioner of labor for determination, and his decision thereon shall be conclusive as to such prevailing rate of wage.
4. It shall be a responsibility of the Contractor to display in the vicinity of his job site office a schedule showing the prevailing rate of wage for all laborers, workmen, and mechanics employed in the work.

2.8 Wage Rates

1. In case it may become necessary for the Contractor or any Sub-Contractor to employ on the project under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-minimal workers as such), for which no minimum wage rate is given, the Contractor shall immediately notify the Owner who will promptly thereafter furnish the Contractor with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation for the time of the initial employment of the person affected and during the continuance of employment.

2.9 Insurance

1. Environmental Connection, Inc., (EC); CME Associates; and the Union County Courthouse shall be named additionally insured.
2. During the progress of the work the Contractor is to assume all risk and to bear all loss occasioned through neglect or accident caused by his/her personnel. Contractors must be prepared to submit satisfactory proof that they maintain public general and asbestos abatement liability, property damage and workers compensation insurance on an occurrence basis in the type and amounts as follows:
 - Public general and asbestos abatement liability with individual limit of \$1,000,000.00 and a total limit of \$1,000,000.00 for any one accident.
 - Contractor's contingent liability insurance and Sub-Contractor's liability insurance, in the same amounts.
 - Broad Form property damage in the amount of \$1,000,000.00 each accident: \$1,000,000.000 aggregate.
 - Vehicle liability insurance with a limit of \$1,000,000.000 for each person, and a total limit of \$1,000,000.00 property damage for each accident. This insurance must include non-owned, hired or rented vehicles as well as owned.
3. Certificate of Insurance shall be submitted within ten (10) days upon notification of award of Contract.
4. Contractor's liability insurance must be maintained until the final Certificate of Payment is issued.
5. Certificates of Insurance must be submitted on the ACORD form of Certificate of Insurance.

SECTION 3.0 STANDARDS

1. These Technical Specifications are based on industry standards and practices, including applicable federal, state and local regulations and requirements. The Contractor has the responsibility of informing itself fully of the requirements of the Agencies' Regulations and shall satisfy completely these Technical Specifications and all referenced regulations as may be amended by said Agencies during the course of this work.



2. The Contractor shall comply with all federal regulations including, but not limited to:
 - Respiratory Protection, Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
 - Construction Industry, Title 29, Part 1926, of the Code of Federal Regulations.
 - Hazard Communication, Title 29, Part 1910, Section 1200 of the Code of Federal Regulations.
 - Specifications for Accident Prevention Signs and Spill Response, Title 29, Part 1910, Section 145 of the Code of Federal Regulations.
 - Gases, Vapors, Fumes, Dust and Mists, Construction Industry, Title 29, Part 1926, Section 55 of the Code of Federal Regulations.
 - Control of Hazardous Energy, Title 29, Part 1910, Section 147 of the Code of Federal Regulations.
3. The Contractor shall be familiar with the following guidance documents relative to microbial remediation, which shall be considered as bound herewith in these Technical Specifications.
 - USEPA, Office of Air and Radiation, Indoor Environments Division, Publication, "Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001, March 2001)."
 - OSHA Safety and Health Bulletin (SHIB) 03-10-10, "A Brief Guide to Mold in the Workplace."
 - City of New York, Department of Health, Bureau of Environmental & Occupational Disease Epidemiology, "Guidelines on Assessment and Remediation of Fungi in Indoor Environments."
 - Institute of Inspection, Cleaning and Restoration Certification (IICRC) document S520, "Standard and Reference Guide to Professional Mold Remediation."
 - UNDERWRITERS LABORATORIES (UL) document 586, "(1996; Rev thru Apr 2000) High-Efficiency, Particulate, Air Filter Units."
4. The Contractor shall comply with the New Jersey Public Employee Occupational Safety and Health (PEOSH) program, Indoor Air Quality Standard, New Jersey Administrative Code (N.J.A.C.) 12:100-13, which is applicable to the protection of all Trades working in the building or exterior work affecting the interior building environment, which is a public building/site and is occupied by employees of the State of New Jersey. Minimum requirements are:
 - Where general ventilation is inadequate to control air contaminants emitted from point sources within work spaces to below the Permissible Exposure Limit, other control measures shall be implemented, such as, but not limited to, negative pressure filtration equipment or an equivalent substitution.
 - Renovation work and/or new construction that creates dust and particulates, gases, or other harmful substances in quantities hazardous to health shall be controlled by local ventilation or other protective measures for worker/occupant safety.



- Renovation work and/or new construction activities in occupied buildings shall be isolated, so as to confine contaminants, dust and debris within the work area. Means of isolation include, but are not limited to, physical barriers (hard construction and/or polyethylene sheeting), work area negative pressure differentials, completing work during minimal periods of occupancy, etc.
 - Prior to re-occupancy, work areas shall be cleaned and ventilated, as necessary.
 - Occupants/Trades shall be notified at least 24-hours prior, or promptly for emergencies, of work to be performed on the building that may introduce air contaminants.
5. The Contractor shall comply with all applicable state and local regulations relative to waste hauling requirements, including N.J.A.C. 7:26.

SECTION 4.0 DESCRIPTION OF THE WORK

4.1 Scope of Work

13th Floor Office

1. Remove and dispose of 450 square feet of mold impacted wallpaper and sheetrock along exterior walls of the office.
 - a. To include removal and disposal of 34 linear feet of cove baseboard.
2. Stabilize plaster wall material uncovered by sheetrock demolition.
3. Where present, lightly abrade exposed wood furring strips and or wood framing members in the exposed wall cavity.
4. Remove and dispose of all carpeting.
5. Clean all surfaces in the work area with High Efficiency Particulate Air Filter equipped vacuums.
 - a. Note: On the 13th Floor the Work Area shall be defined as the occupiable space between the floor and suspended ceiling.
6. Treat all remaining surfaces with a biocide solution. Perform treatment in accordance with the manufacturer's instructions.
7. Following treatment with a biocide solution. Apply and biocide encapsulant to exposed wall cavity surfaces.

14th Floor Office

1. Remove and dispose of four (4) water damaged ceiling tiles.
 - a. Cover exposed gap created by tile removal with polyethylene sheeting.
2. Remove and dispose of 400 square feet of mold impacted wallpaper and sheetrock along exterior walls of the office.



- a. To include removal and disposal of 30 linear feet of cove baseboard.
3. Stabilize plaster wall material uncovered by sheetrock demolition.
4. Where present, lightly abrade exposed wood furring strips and or wood framing members in the exposed wall cavity.
5. Remove and dispose of all carpeting.
6. Clean all surfaces in the work area with High Efficiency Particulate Air Filter equipped vacuums.
 - a. Note: On the 14th Floor the Work Area shall be defined as the occupiable space between the floor and suspended ceiling.
7. Treat all remaining surfaces with a biocide solution. Perform treatment in accordance with the manufacturer's instructions.
8. Following treatment with a biocide solution. Apply and biocide encapsulant to exposed wall cavity surfaces.

15th Floor Office

1. Remove and dispose of all ceiling tiles and the metal ceiling tile grid.
 - a. Note: Paint chips on back side of ceiling tiles are lead containing ($<1 \text{ mg/cm}^2$) as such Contractor must follow the OSHA Lead Safe Work Practices in Construction Standard.
 - b. Following removal of ceiling components, Contractor shall install a polyethylene ceiling in the room at the approximate height of the former ceiling tile grid.
2. Stabilize Remove and dispose of 130 square feet of moisture damaged plaster located to on adjacent to the pipe chase in the corner.
3. Remove and dispose of all carpeting.
4. Clean all surfaces in the work area with High Efficiency Particulate Air Filter equipped vacuums.
 - a. Note: On the 15th Floor the Work Area shall be defined as the occupiable space between the floor and polyethylene ceiling.
5. Treat all remaining surfaces with a biocide solution. Perform treatment in accordance with the manufacturer's instructions.

4.2 General Requirements

1. Work on the 13th Floor will require the removal of built-in cabinetry. Removal and transport of the furniture to a specified storage area shall be the responsibility of the Contractor.
2. All remediation work shall be performed inside of neutral pressure enclosures. The enclosure shall extend from the suspended ceiling to the floor.

Note: Contractor shall install 6 mil polyethylene sheeting covers over openings in the suspended ceiling grid formed by ceiling tile removal.



3. The Contractor shall be responsible for protecting existing infrastructure, lights, ducts, cameras, and conduit, from damage caused by remediation activities.
4. All remaining components in the work area shall be HEPA vacuumed, cleaned with biocide solution and coated with biocide encapsulant.
5. The work shall be completed in eight (8) consecutive business days.
6. The Contractor shall install Neutral Pressure Enclosures (NPEs) isolating the impacted areas from the rest of the building. NPE walls and floors shall consist of one (1) layer of six mil polyethylene sheeting.
7. The NPEs shall consist of one (1) layer of six mil polyethylene sheeting applied over all openings, including but not limited to, windows, doors and penetrations. Neutral air pressure shall be established at a rate of four (4) air changes per hour utilizing High Efficiency Particulate Air (HEPA) filtered Air Filtration Devices, which shall exhaust filtered air within the work area. A two (2) stage decontamination unit shall be established at the entrance to the work area.
8. The Contractor shall clean all surfaces in the area with a biocide solution and HEPA vacuums. Wall and ceiling surfaces shall be HEPA vacuumed, cleaned with biocide solution and nylon bristle brushes, and coated with biocide encapsulant. When working around existing paint, assumed to be lead based, the Contractor shall adhere to the OSHA Lead in Construction standard, as required.
9. Post-remediation sampling shall be performed 24 hours after the completion of remediation. Engineering controls and barriers shall remain in place until satisfactory analytical results of post-remediation sampling are obtained.

4.3 Additional Information

1. Remediation shall occur during normal business hours; the building shall be occupied during remediation efforts.
2. The Contractor shall comply with all applicable OSHA regulations, relative to fall protection, operation of boom lifts, etc., where applicable, and the manufacturer's recommendations, which shall be included with the Contractor's Health and Safety Program. Boom lift operations, where applicable, shall be in accordance with the American National Standards Institute (ANSI) A92.2-1969 and 29 CFR, Part 1926.453 – Aerial Lifts. Fall Protection, as per 29 CFR, Part 1926.502 – Fall Protection Systems Criteria and Practices, shall also be followed, in addition to any applicable federal, state and local regulations for such activities.
3. Any combustible fuel powered equipment shall require carbon monoxide alarms and the appropriate Personal Protective Equipment (PPE), including respiratory protection, for authorized personnel within the work area. Alarms that detect elevated carbon monoxide levels shall require the equipment to be shut-off and the work area evacuated until levels have returned to 0 parts per million. The Contractor's supervisor shall investigate and correct the source of the elevated carbon monoxide levels.
4. The Contractor's bid shall reflect that the first final visual inspection passes, inclusive of acceptable post remediation verification air sampling. Should a final visual inspection and/or post remediation verification air samples fail, the Contractor shall re-clean the work area, until such a satisfactory inspection is completed. The Contractor shall be responsible for the cost of additional visual



inspections if the first inspection for each work area fails, at no additional expense to the Owner or the Owner's representative.

5. The Contractor shall exercise extreme caution when working adjacent to energized electrical sources (such as wall outlets, switch plates, wires, etc.). The Contractor shall coordinate with the Owner to have all electric de-energized in each work area, as per 29 CFR, Part 1910.147, Control of Hazardous Energy Sources (lock-out/tag-out), OSHA regulations.
6. Due to the short project duration, the Contractor shall coordinate with the Owner for the use of on-site facilities to allow workers to have lavatory facilities within the building. However, the Contractor shall ensure the designated rest rooms are clean at the end of each shift.
7. The Contractor shall arrange with the Owner for waste removal routes to be used for such purposes. The Contractor shall place a layer of polyethylene sheeting over watertight carts during waste transfer operations. The polyethylene sheeting shall be incorporated into the waste stream for the project.
8. Protect all data cables, telephone lines, mechanical systems not undergoing microbial remediation, fiber optic cables, etc., if present. Exercise extreme caution when working around electric, communication, security, phone and other data transmission lines. Costs of repair or replacement of damaged facility components caused by Contractor operations shall be the responsibility of the Contractor. No repair work may be performed by the Contractor on damaged equipment unless authorized by the Owner.

4.4 Schedule

1. The Contractor shall complete all work referenced herein in six (6) business days, Monday through Friday, where each shift shall not exceed eight (8) hours. However, one (1) day shall be allotted to allow for drying and stabilizing the air within each work area. Actual schedule shall be coordinated between Contractor, the facility and Consultant. Work hours shall be between 7:00 a.m. and 4:00 p.m., daily. Work shall commence within ten (10) calendar days or less after a Notice to Proceed is issued by the Owner. However, the Owner declared this project as an emergency, and therefore, the Contractor may be directed to commence site mobilization immediately upon receipt of a Notice to Proceed. No work shall occur on weekends or holidays. Failure of the Contractor to complete the project in said time period will result in liquidated damages of \$500.00 per day, for each day the project exceeds the scheduled timeframe of six (6) business days. In addition, should post remediation verification air samples fail the evaluation criteria outlined in these Technical Specifications, the Contractor shall re-clean the work area at no additional cost to the Owner or his/her representatives. Additional costs incurred for all re-sampling of the work area shall be the responsibility of the Contractor, at no additional cost to the Owner or his/her representatives.

SECTION 5.0 REMEDIATION REQUIREMENTS

5.1 General Remediation Requirements

1. Work area isolation shall consist of the construction of one (1) layer of six (6) mil fire-rated polyethylene sheeting, extending from the floor to the ceiling, creating barrier between the work area and the adjacent locations.
2. A two (2) stage personal decontamination unit shall be installed at the entrance to the work area. The Contractor's personnel shall be required to don two (2) protective disposable suits to accomplish the work and decontaminate the first suit by means of High Efficiency Particulate Air (HEPA) filter equipped vacuuming prior to removal of the outer suit in the work area, and then removing the second



suit in the equipment room of the decontamination unit after exiting the work area. All suits shall be disposed of in the waste stream for the project.

3. A three-flap airlock doorway, constructed of three (3) overlapping sheets of polyethylene sheeting in a Z-formation, shall be installed at the entrance to the work areas. Where feasible, a seven (7) foot vertical slit shall be created in the critical barrier wall where the airlock is to be installed.
4. HEPA filter equipped air filtration devices (AFDs) shall be incorporated within the work area, and exhaust within the work area, until the completion of remediation activities.
5. All Heating, Ventilation and Air Conditioning (HVAC) systems and the existing exhaust fans shall be shut down and openings shall be protected with critical barriers that are associated with each work area for the duration of the remediation efforts, until acceptable post remediation verification is achieved, and the Contractor has demobilized from the work area.
6. Reagents/biocides for the project shall consist of a 2% trisodium phosphate (TSP) in water solution for pre-cleaning; Fosters ® 40-80 (or equivalent) to be misted during gross removal activities; and a 1:1, 2% trisodium phosphate (TSP) and 5% sodium hypochlorite in water solution shall be utilized for fine/final cleaning. Allow a settling time of thirty (30) minutes, prior to final cleaning. Alternative equivalent cleaning products may be utilized.
7. At the completion of microbial remediation activities, and upon receipt of a satisfactory post remediation visual inspection and clearance verification air sampling by the Owner's representative, the Contractor shall:
 - Remove all HEPA filter equipped AFD from the individual work areas;
 - Remove critical barriers from HVAC system diffusers/registers and coordinate with the Facility to exhaust the associated HVAC system;
 - Seal all entrances to the individual work area with high quality spray-glue and duct tape so that barriers are established for replacement, repair and/or installation work to be completed by others; and, where applicable,
 - Remove decontamination unit and containment from the site at the completion of specified microbial remediation activities.

5.2 General Engineering Controls and Decontamination Unit Requirements

5.2.1 Summary

1. Referenced herein, are general requirements for engineering controls and decontamination units, relative to the remediation of various environmental issues indicated in these Technical Specifications.

5.2.2 Air Filtration Devices (AFDs)

1. Provide and install sufficient air filtration devices (AFDs) to supply the remediation work area with four (4) air changes per hour.
2. AFD units shall be exhausted within the work area. The Contractor may also utilize air filtration devices that do not require exhausting, so long as these devices provide adequate air flow to achieve



the abovementioned four (4) air changes per hour.

3. The Contractor shall provide High Efficiency Particulate Air (HEPA), secondary and pre-filters for all AFDs. HEPA filters shall not have more than 500 hours of use. The pre-filter shall be changed whenever deemed necessary. A sufficient number of AFDs shall be used to meet Specification requirements. The Contractor shall have a backup unit available on site at all times in the event an on-line AFD is found to malfunction. All AFDs shall exhaust to the exterior of the building.
4. The Contractor is responsible for operation and maintenance of the AFD unit(s) and components. The flex tubes shall be securely affixed and sealed at the AFD and exhaust ports. Where the exhaust duct exceeds the length of 100 linear feet, the Contractor shall increase the exhaust pressure through the employment of a second AFD, or third if a baffle system is employed, by affixing the exhaust duct to the intake of the second AFD, which shall exhaust via flexible duct work to the building exterior and/or baffle system.

5.2.3 Neutral Pressure Enclosures

1. Neutral Pressure Enclosures (NPE) shall consist of critical barriers, one (1) layer of six (6) mil fire-retardant polyethylene sheeting, over all openings (i.e., doorways, windows, ventilation diffusers/registers, etc.) within the work areas. A minimum of one (1) layer of six (6) mil polyethylene sheeting shall be used to isolate the affected areas from the unaffected areas. The Contractor shall inspect all critical barriers and floor polyethylene sheeting twice a shift, and document such inspections, and implement repairs to any breeches or damaged locations immediately.

5.2.4 Personal Decontamination Unit

1. The Contractor shall provide an adequate decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the work area. Each airlock shall be clearly identified and separated from the other by polyethylene crossover sheet doors designed to minimize particulates, fibers and air transfer as authorized personnel pass between each chamber in and out of the work area. A minimum of two (2) layers of six (6) mil fire-rated polyethylene sheeting shall be required for floors, walls, and the ceiling for constructed decontamination units.
2. Polyethylene crossover sheet doors shall have at least three (3) layers of polyethylene sheeting and be weighted so as to fall into place when people pass through the area. Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment that may fail and to safely stretch or carry an injured worker from the site without destruction of the chamber or unnecessary risk to the integrity of the work area. A pop-up decontamination unit may be used due to space constraints surrounding the work area.
3. The decontamination areas shall consist of the following:
 - Clean Room: In this room, authorized personnel remove and leave all street clothes and put on clean disposable coveralls. Appropriate NIOSH approved respiratory protection equipment is also picked up in this area. No contaminated items are permitted in this room.
 - Equipment Room: This is a separate room used for transit by cleanly dressed authorized personnel entering the work area from the clean room and for removing the outer protective suit prior to entering the clean room to exit the work area. This is a contaminated area.
4. Construction of the Decontamination Units



- Construct airtight walls and ceiling using fire-rated six (6) mil polyethylene sheeting. Attach to existing building elements or a temporary framework. Use two (2) layers (minimum) of six (6) mil polyethylene sheeting to cover floors in all areas of the Decontamination Units.
 - Fabricate airlock flap doors 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.
 - If the Decontamination Area is located within an area where remediation consists of the removal of ceiling materials, provide the area with a minimum ¼ inch hardboard or ½ inch plywood "ceiling" with polyethylene sheeting, at least six (6) mil in thickness covering the top of the "ceiling."
5. Decontamination Procedures: The Contractor shall ensure all employees:
- Proceed into the equipment room and remove protective clothing. Respirators shall be taken off last to prevent inhalation of particulates during removal of contaminated clothing and shall not be removed until they have been washed free of dust.
6. The Contractor shall ensure that filters in cartridge type respirators used during the preparation and abatement phase of the project are removed, wetted, and discarded as contaminated waste. All new filters shall be in place in the respirator prior to reuse. For powered air purifying respirators or supplied air respirators, the manufacturer's instructions shall be followed about the proper decontamination sequence.
7. There shall be no smoking, eating, or drinking in any contaminated areas (shower room, equipment room, and work area). Respirators shall be worn in all contaminated areas.
8. Non-disposable footwear shall remain inside the contaminated area until completion of the activity and shall be thoroughly cleaned at that time.
9. Decontamination units shall be cleaned on a daily basis, at the end of each shift.

5.3 Work Sequence

1. Post all work area entry points with hazard warning signs indicating that microbial remediation is being conducted and that unprotected personnel should not enter into the designated work area.
2. Ensure the shut-down of the HVAC system and dispose of all filters as microbial contaminated waste. Protect all electrical connections with GFICs. Install all temporary lighting.
3. Pre-clean with a 2% TSP in water solution for wet-wiping in conjunction with HEPA vacuuming.
4. Install a NPE, construct decontamination units and incorporate HEPA filter equipped AFDs.
5. Remove all gross physical materials as specified. Materials with gross physical fungal material shall be spray misted with the specified biocide and bagged in six (6) mil polyethylene disposal bags. Do not generate dust during removal activities, saturate the materials or allow for water/biocide accumulation within the work area for dust control, but not to prohibit growth of spores, so that when bagged and landfilled, these micro-organisms can provide beneficial degradation of waste at a landfill. Protect wood and other porous finishes with polyethylene covering. Allow surfaces to dry.



6. Fine clean all horizontal/vertical surfaces by HEPA vacuuming and wet wiping with biocide agents, from the ceiling in a downward progression. Wipe all surfaces with a solution of approximately 1:1, 2% solution of TSP in water and 5% aqueous solution of sodium hypochlorite. Spray mist all surfaces and allow for a half-hour settling period. Do not allow puddling. Pay particular attention to intricate surfaces. Use disposable folded cloths. Wipe surfaces with a clean surface of the cloth one (1) time only. Fold the cloth and continue with a clean surface. Continue cleaning until there is no visible dust, debris or fungal residue on the surfaces.
7. At the completion of fine cleaning activities, thoroughly wipe rinse the surfaces with water. Use damp, clean disposable cloths. Remove all residual trisodium phosphate and sodium hypochlorite. Allow for surfaces to dry. After all surfaces are dry, HEPA vacuum surfaces. **DO NOT DRY SWEEP OR DRY DUST.** Do not use HEPA vacuums on wet surfaces.
8. There shall be no surfaces which show visible dust or growth of microorganisms. The Contractor shall maintain humidity levels between 30% and 60% relative humidity during the remediation period. Dehumidification and/or humidification shall be required to attain the humidity levels specified. The Contractor shall keep a log of the humidity and the control measures to attain the prescribed levels.
9. Ensure all waste is properly bagged and placed in the on-site waste-container.
10. Request a visual inspection by the Owner and/or Owner's representative to ensure all visible suspect mold growth/water staining has been removed from each work area, and that the work areas are free of all visible dust/debris at the completion of remediation activities. Upon receipt of a satisfactory final visual inspection and post remediation verification air sample results, the Contractor shall demobilized from the site, inclusive of those provisions outlined above.

5.4 Waste Disposal

1. All contaminated waste materials shall be placed in disposable, four (4) or six (6) mil polyethylene bags or lockable containers. Contaminated sharp-edged items shall be boxed if necessary to prevent puncture, utilizing as a minimum, six (6) mil plastic bags prior to packaging. Plastic bags shall be "goose neck" taped securely to prevent any leakage prior to removal from the contaminated area.
2. The Contractor shall utilize a locked, secure container if contaminated waste is to be stored outside in unattended areas. Cleaned materials may be treated as regular construction debris. Materials designated with fungal growth are also classified as construction debris. However, for the purpose of these Technical Specifications, materials with microbial contamination shall be misted with the prescribed solution of sodium hypochlorite and packaged in six (6) mil polyethylene bags for disposal. **DO NOT OVERLY WET** waste for the bags with the liquid solution or the landfill may not accept the bags with non-absorbed liquid waste.
3. All waste bags, drums, packages, etc., shall be wet-wiped clean during transfer from the work area to the on-site waste container.
4. The waste hauler must possess a valid solid waste transporter registration issued by the state in which the remediation work is to occur. A licensed solid waste transporter shall be a commercial collector/hauler or the Contractor if so registered.
5. Prior to final payment the Contractor shall supply appropriate disposal tickets or other documentation which indicate the landfill to which the waste was transported.



SECTION 6.0 HEALTH AND SAFETY REQUIREMENTS

6.1 General Site Safety Requirements

1. Safety Standards: The Contractor shall comply with applicable federal, state and local requirements for protecting the safety of the Contractor's employees, building occupants and the environment. In particular, all applicable standards of OSHA shall be followed when working in accordance with these Technical Specification. In addition, the Contractor shall comply with all site rules and regulations.
2. Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into the project site.
3. The Contractor shall have a written Health and Safety Program available at the site. The Contractor's Health and Safety Program shall include, but not limited to, Fire Safety, Operating Heavy Equipment, Personal Protective Equipment, Emergency Procedures and Telephone Number Listings, Electrical Safety, etc. The Project Supervisor shall be competent in administering first aide.
4. The Contractor shall comply with OSHA 29 CFR, Parts 1910 and 1926. If the requirements of this standard and OSHA regulations are not in agreement, then the more strict requirements shall always apply. In the United States, applicable OSHA regulations include, but are not limited to the following:
 - 29 CFR, Part 1910.134 Respiratory Protection
 - 29 CFR, Part 1910.1200 Hazard Communication
 - 29 CFR, Part 1910.147 Control of Hazardous Energy
 - 29 CFR, Part 1926 Sub-part M - Fall Protection
 - 29 CFR, Part 1926 Sub-part F - Fire Protection
 - 29 CFR, Part 1910 Sub-part I - Personal Protective Equipment (Parts 1910.132 to 1910.139)

6.2 Hazard Communication and Medical Clearance

1. Due to the potential elevated airborne fungal levels, the Contractor shall be responsible for apprising their supervisor and crew with regard to the potential health risks associated with fungal exposure and of the proper work procedures which must be followed.
2. The Contractor shall submit documentation on each individual that may be entering the work area on their behalf, to verify that they have received recent pulmonary function testing (PFT) and respiratory fit testing.
3. Where in the performance of the work, workers, supervisory personnel, sub-contractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of contaminated items and materials, all personnel shall take appropriate continuous measures as necessary to protect all ancillary building occupants from the potential biological hazard of exposure to potential infectious agents. Such measures shall include the procedures and methods described herein and shall be in compliance with all applicable regulations of Federal, State and Local agencies.
4. The Owner shall notify employees/occupants in the affected areas including a description of the remedial measures being taken. Individuals who exhibit health symptoms that could be related to bioaerosol exposure should be advised to seek medical attention.

6.3 Personal Protective Equipment (PPE)

1. The Contractor shall provide approved protective clothing and respiratory protection to all Contractor



workers and shall provide protective clothing to all official representatives of the Contracting Authority who may inspect the job site.

2. Protective clothing shall consist of full body coveralls, disposable head covers, rubber boots, rubber gloves, eye protection and, where required, hard hats and safety shoes conforming to OSHA regulations.

6.4 Respiratory Protection

1. The Contractor shall have a Written Respiratory Protection Plan available at the site in compliance with 29 CFR, Part 1910.134.
2. Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR, Parts 1910 and 1926. **Do not use** single use, disposable or quarter face respirators.
3. Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist. Fit types of respirators to be worn by each individual. Allow an individual to use only those respirators for which training and fit testing have been provided. Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).
4. Supply a sufficient quantity of respirator filters approved for any chemicals the Contractor shall introduce or come in contact with, so that workers can change filters during the work day. Require that respirators be wet-rinsed and filters discarded each time a worker leaves the work area.
5. Supply, at a minimum, negative pressure full-face air purifying respirators with High Efficiency Particulate Air (HEPA)/organic vapors combination cartridges for those that shall perform all microbial remediation activities.

6.5 Enforcement

1. Enforcement of the Contractor's on-site staff to comply with Health and Safety Compliance shall be the sole responsibility of the Contractor's Project Supervisor/Foreman. No other associated parties with the site and/or the project shall be liable for the Contractor's non-compliance with Health and Safety requirements. The exception shall be when the Contractor's actions pose a potential health and safety risk to employees/building occupants and/or for failure for the Contractor to comply with site rules and regulations. If such a risk occurs, the Owner shall Stop Work immediately to rectify the situation.

SECTION 7.0 INSPECTIONS

7.1 Pre-Commencement Inspection

1. Written notification to the Owner's representative shall be made by the Contractor to request a pre-commencement inspection at a minimum of eight (8) hours in advance of the desired date of inspection for each work area.
2. The Owner and/or Owner's representative shall document that the job site is properly prepared and that all containment measures are in place pursuant to these Technical Specifications.
3. If all is in order, the Owner and/or Owner's representative shall issue a written notice to proceed with the work. If the work area is not in order, the Contractor shall perform any needed additional or



corrective action as directed before any work is to commence.

7.2 Progress Inspection

1. The Owner and/or Owner's representative shall periodically inspect the work area during all remedial phases to ensure the Contractor's compliance with all applicable local, state and federal regulations, and these Technical Specifications.
2. The Owner and/or Owner's representative shall document any non-compliance issues and notify the Project Supervisor/Foreman of any inconsistencies noted during said inspections. Failure of the Contractor to mitigate any non-compliance issues shall warrant a Stop Work Order.

7.3 Final Visual Inspection

1. The Owner's representative shall inspect the work area(s) to ensure that the work site has been properly cleaned/decontaminated and is free of visible dust and debris as specified.
2. If additional work is necessary, the Contractor shall perform the work as directed by the Owner and/or Owner's representative prior to proceeding further.
3. Upon receipt of a satisfactory final visual inspection, the Contractor shall demobilize all containments, equipment, supplies and waste from the site, including those provisions referenced above. The Owner/Owner's representative shall ensure the job site is left in a neat and satisfactory condition, prior to the Contractor's departure from the site.

SECTION 8.0 AIR SAMPLE COLLECTION PROCEDURES AND ANALYTICAL DATA INTERPRETATION

8.1 General

1. The Owner's representative shall collect post-remediation air samples through the employment of "Air-O-Cell" spore trap sampling cassettes with a minimum volume of 150 liters of air for each sample location over a ten (10) minute sampling period. Where deemed necessary by the owner's representative, post-remediation surface samples shall be collected via sterile swabs.
2. Samples shall be analyzed by an accredited Environmental Microbiology Accredited Laboratory (EMLAP), which is accredited by the American Industrial Hygiene Association, (AIHA).

8.2 Post Remediation Air Monitoring

1. At the completion of all remediation efforts, air samples shall be collected by the Environmental Consulting Firm's on-site representative. Samples shall be taken from inside the work areas and from the outside ambient air for comparison. Sample results shall be available within 24 hours after sampling collection.
2. Acceptable post-abatement airborne fungal concentrations for work area demobilization and re-occupancy shall be evaluated on the following criteria:
 - Analytical results establish that no single individual genus has concentrations significantly greater than outside ambient levels, in Counts per Cubic Meter (cts/m³);
 - Total spore concentrations from each work area sample is less than total spore concentrations



reported from the outside ambient air, dependent upon seasonal conditions, as determined by EC.

3. Re-cleaning and re-sampling shall be implemented if none of the above referenced criterion are achieved. For bidding purposes only, assume one (1) round of sampling as described above. Any additional testing required (as a result of those samples not meeting the clearance criteria) shall be at the expense of the Contractor at the sample round price stipulated, at no additional cost to the Owner and/or the Owner's representative.

SECTION 02 82 00 – ASBESTOS OPERATIONS AND MAINTENANCE

PART 1 GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 1 Specification Sections, apply to this Section.
- B. The report titled Moisture and Microbial Impact Assessment Union County Courthouse – Multiple Locations 2 Broad Street, Elizabeth, New Jersey 07201 issued by EC June 29, 2022.

1.2 CONDITIONS

- A. All documents prepared by Environmental Connection, Inc., (EC) including any attachments, may contain information that is privileged and confidential, and is exclusively generated for the sole and intended use of the recipient(s). EC's Instruments of Service, including Contract Drawings, Technical Specifications and other documents prepared by EC, are for the sole use of this Project, and unless otherwise provided, EC shall be deemed the Author and Owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights. EC shall not be liable for the acts, errors or omissions of the Owner and/or Owner's representative, Vendors, Agents or other entities performing any of the work relative to this Project/Assignment. Should the Owner, and/or Owner's other Representatives, Vendors, Agents or other entities performing any of the work fail to substantially prevail in any lawsuit brought against EC, EC shall be entitled to recover its reasonable attorneys' fees and other costs, in the court of appropriate jurisdiction.
- B. This project involves the repair of asbestos containing materials, as identified by EC, to facilitate remediation and renovation activities on the 13th, 14th and 15th floors of the Union County Courthouse building.
- C. For the purposes of this document, the term Contractor shall apply to that Trade which will be performing the respective work relative to the disturbance/removal of identified asbestos containing materials, and those asbestos containing materials that shall require removal by a State of New Jersey, Department of Labor and Workforce Development, (DLWD) licensed Asbestos Abatement Contractor.
- D. The disturbance/removal of asbestos containing materials referenced in this Section shall be compliant with New Jersey Administrative Codes (N.J.A.C.) 5:23, 8:60, and 12:120, in addition to the United States Department of Labor, Occupational Safety and Health Administration (OSHA), 29 CFR, Part 1926.1101, and the United States Environmental Protection Agency (USEPA), National Emissions Standard for Hazardous Air Pollutants (NESHAPs), 40 CFR, Part 61, Sub-part M.
- E. The disposal of asbestos containing materials shall be in accordance with N.J.A.C. 7:26, in addition to, 40 CFR, Part 61M, which requires, at a minimum, asbestos containing waste to be adequately wetted and appropriately packaged, transported in leak-tight containers and disposed of at an authorized landfill for such waste. Waste manifests shall be provided to the Owner.
- F. The transport of asbestos containing waste materials shall be in accordance with N.J.A.C. 7:26, including the use of a State of New Jersey, Department of Environmental Protection, (DEP) registered solid waste haulers. United States Department of Transportation regulations, including, but not limited to, 49 CFR, Part 173, shall apply, with respect to placards, labels, etc.
- G. Definitions as noted in these Technical Specifications are included as part of the Contract.
- H. It shall be the sole responsibility of the Contractor to pay directly all fees associated with any Patent, instrument, devices, process, etc., utilized on this project where required by the patent holder.

- I. Except as herein specified, no signs or photographs shall be required other than that necessary for the Contractor to comply with code and the United States Department of Labor, Occupational Safety and Health Administration (OSHA), posting regulations.
- J. Water supply is available at the site(s). Extension to the point of source shall be the responsibility of the Contractor. The Contractor shall ensure leak tight connections. The Contractor shall comply with code specification requirements regarding connections.
- K. Temporary electric service for use during construction is available at the site(s). Extension to the source and point of use shall be the responsibility of the Contractor. The Contractor shall install GFCI protection at a point of source outside of containment. **All temporary electrical connections shall be accomplished by a licensed electrician employed by the Asbestos Abatement Contractor.**
- L. Temporary heat and temporary cooling are not required.
- M. The Contractor shall refer to the General and Supplemental General Conditions with respect to submission of schedules, including a Critical Path Method (CPM) Schedule, a schedule that reflects coordination with other Trades, where applicable, for the installation of temporary protection, etc. The same shall apply for submission of "AS-BUILT" drawings.
- N. All requests for work and project scheduling shall be coordinated in writing with the Owner's representative. The Contractor shall not proceed until written authorization and approval of the scheduled start date is obtained. A 72-Hour advance notice to the Owner's representative shall be issued in writing requesting any change to the schedule.
- O. The Contractor shall field verify all field conditions and quantities specified. The quantities shown are for informational purposes only and no guarantee is expressed or implied that the quantities are correct or that the asbestos containing materials are easily removable from the substrate, surfaces or components. No allowances shall be made for failure of the Contractor to verify in the field amounts or existing field conditions.
- P. The Contractor shall comply with all applicable OSHA regulations, relative to fall protection, operation of boom lifts, etc., where applicable, and the manufacturer's recommendations, which shall be included with the Contractor's Health and Safety Program. Boom lift operations, where applicable, shall be in accordance with the American National Standards Institute (ANSI) A92.2-1969 and 29 CFR, Part 1926.453 – Aerial Lifts. Fall Protection, as per 29 CFR, Part 1926.502 – Fall Protection Systems Criteria and Practices, shall also be followed, in addition to any applicable federal, state and local regulations for such activities.
- Q. All Sections and components, including the Contract Drawings and/or Plans, of these Technical Specifications are interrelated and must be considered in context with provisions documented throughout the Contract Documents. As such, this Section shall not be separated from the balance of the Contract Documents.
- R. Where these Technical Specifications conflict with a regulatory requirement, the regulatory requirement shall be considered the more stringent, including the Contractor's agreement filed with the DLWD to obtain/maintain licensure as an Asbestos Abatement Contractor/firm.
- S. Summary by References: Work of this Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specifications Sections, Drawings, Addenda and modifications to the Contract Documents issued subsequent to the initial printing of this project manual and included, but not necessarily limited to, printed material referenced by any of these. Work of the Contract is also unavoidably affected or influenced by governing regulations, natural phenomena including weather conditions and other forces outside the Contract Documents.

1.3 COORDINATION

- A. The Contractor shall coordinate all activities with the Owner (herein refers to Union County, New Jersey), or the Owner's representative (CME Associates), and the Prime Contractor. Where the Trade performing the work specified herein is a sub-contractor, the sub-contractor shall coordinate all work with the Prime Contractor for coordination with the Owner's representative.
- B. Coordination of work shall be notified, at a minimum within seventy-two (72) hours of an event. The exception shall be that of emergency situations.

1.5 QUANTITIES

- A. The quantities shown are for informational purposes only. The Contractor shall inspect and verify all locations, quantities and measurements indicated in Contract Documents prior to bidding. No additional compensation shall be awarded for failure to complete said review or inspection.

1.6 CONTRACT DOCUMENTS

- A. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to, the following:
 - 1. Applicable federal, state and local codes and regulations.
 - 2. Notices and Permits.
 - 3. Existing site conditions and restrictions on the use of the site.
 - 4. Work performed prior to work under this Contract.
 - 5. Alterations and coordination with existing work.

1.7 DEFINITIONS

- A. Definitions contained in this Section are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
 - 1. Indicated: This term refers to graphic representations, notes or schedules on the drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled" and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
 - 2. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Owner's representative," "requested by the Owner's representative," and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's representative's responsibility into the Contractor's area of construction supervision.
 - 3. Approve: The term "approved," where used in conjunction with the Owner's representative's action on the Contractor's submittals, application, and request, is limited to the responsibilities and duties of the ASCM stated in General and Supplementary Conditions. Such approval shall not release the Contractor from the responsibility to fulfill other Contract requirements.
 - 4. Regulation: The term "Regulations" includes laws, statutes, ordinances and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the work, whether they are lawfully imposed by authorities having jurisdiction or not.
 - 5. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

6. Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
7. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
8. Installer: An "Installer" is an entity engaged by the Contractor, either an employee, sub-contractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations.
9. Project Site: The Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site is shown on the drawings and may or may not be identical with the description of the land upon which the project is to be built and/or the facility.
10. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, to report on, and, if required, to interpret, results of those inspections or tests.
11. Owner's representative: The Owner's representative will represent the Owner during construction. The Owner's representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's representative.
12. Project Administrator: The Project Administrator is a full-time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's representative or Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
13. General Superintendent: This general superintendent is the Contractor's representative at the work site. This person will generally be the competent person required by OSHA in 29 CFR, Part 1926.1101.

B. Definitions Relative to Asbestos Abatement

1. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with Section 206 of Title II of the Toxic Substance Control Act (TSCA).
2. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
3. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
4. Air Monitoring: The process of measuring the fiber content of a specific volume of air.
5. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.
6. 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.

7. Asbestos Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.
8. Asbestos Containing Building Materials (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members of other parts of a building.
9. Asbestos Containing Waste Material: Any material which is or is suspected of being or material with an asbestos-containing material which is to be removed from a work area for disposal.
10. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
11. Asbestos Safety Technician (AST): A person certified by the New Jersey Department of Community Affairs, hired by the Asbestos Safety Control Monitor, to monitor and inspect the abatement activities pursuant to New Jersey Administrative Code, (N.J.A.C.) 5:23-8.
12. Authorized Visitor: The Owner, the Owner's representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
13. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
14. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately six (6) to nine (9) inches.
15. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.
16. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
17. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility with any related handling operation.
18. Disposal Bag: A properly labeled six (6) mil thick leak-tight plastic bag used for transporting asbestos waste from work to disposal site.
19. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
20. Bridging Encapsulant: An encapsulate that forms a discrete layer on the surface of an asbestos matrix.
21. Penetrating Encapsulant: An encapsulate that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
22. Removal Encapsulant: A penetrating encapsulate specifically designed to minimize release during removal of asbestos containing materials.
23. Encapsulation: Treatment of asbestos containing materials, with an encapsulant.
24. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
25. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.

26. Friable Asbestos Material: Material that contains more than 1.0% asbestos by weight and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
27. Glove Bag: A polyethylene bag (typically constructed of 10 mil transparent polyethylene or polyvinyl chloride plastic) with inward projecting long sleeve gloves, which is designed to enclose an object from which an asbestos containing material is to be removed.
28. 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 a diameter.
29. 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. May also be referred to as Air Filtration Device (AFD).
30. High-Efficiency Particulate Air Filter (HEPA): Refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 um in diameter or larger.
31. Industrial Hygiene Technician: A person hired by the Asbestos Safety Control Monitor, to monitor and inspect the abatement activities not regulated by the New Jersey Administrative Code, (N.J.A.C.) 5:23-8.
32. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-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.
33. Negative Pressure Ventilation System: A pressure differential and ventilation system.
34. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
35. Polyethylene Sheet (Fire Retardant): Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame Resistant Textiles and Films. Provide largest sheet size possible to minimize seams, six (6) mil thick as indicated, clear, frosted or black as indicated.
36. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the work area at a lower pressure than any adjacent area, and which cleans re-circulated air or generates a constant air flow from adjacent areas into the work area.
37. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
38. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
39. Respirator: A device designed to protect the wearer from inhalation of harmful atmospheres.
40. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation of 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. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulate and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
44. Work Area: The area where asbestos related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a regulated area as defined by 29 CFR, Part 1926.
45. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
46. Assignment of Specialists: The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities.

1.8 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 sub-contractors.
- C. A copy of the appropriate codes and standards, as referenced herein, shall be maintained at the project site.
- D. Conflicting Requirements: Where compliance with two (2) or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's representative for a decision before proceeding.
- E. Code of Federal Regulations
 1. 29 CFR, Part 1910.20, Access to Employee Exposure and Medical Records;
 2. 29 CFR, Part 1910.134, Respiratory Protection;
 3. 29 CFR, Part 1910.145, Specifications for Accident Prevention Signs and Spill Response;

4. 29 CFR, Part 1910.1001 & 29 CFR, Part 1926.1101, Occupational Exposure to Asbestos, Final Rule;
 5. 29 CFR, Part 1910.1200 & 29 CFR, Part 1926.59, Hazard Communication;
 6. 29 CFR, Part 1926.55, Gases, Vapors, Fumes, Dusts, and Mists;
 7. 29 CFR, Part 1926.103, Respiratory Protection;
 8. 40 CFR, Part 61, National Emission Standard for Hazardous Air Pollutants (NESHAP);
 9. 40 CFR, Part 173, General Requirements for Shipments and Packaging;
 10. 40 CFR, Part 178, Shipping Container Specifications;
 11. 40 CFR, Part 260 & 40 CFR, Part 261, Hazardous Waste Management Systems
 12. 40 CFR, Part 763, Sub-part G, Asbestos Hazard Emergency Response Act (AHERA), Asbestos Abatement Projects, Worker Protection; and
- F. 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**
N.J.A.C. 8:60 and 12:120
 2. **Asbestos Training Courses**
N.J.A.C. 8:60 and 12:120
 3. **Disposal Regulations**
N.J.A.C. 7:26
 4. **Asbestos Hazard Abatement Sub-code**
N.J.A.C. 5:23-8
 5. **Indoor Air Quality Standard**
N.J.A.C. 12:100-13
- G. 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)
1430 Broadway
New York, New York 10018
(212) 354-3300
 2. Fundamentals Governing the Design and Operation of local Exhaust Systems Publication Z9.2-79
 3. Practices for Respiratory Protection Publication Z88.2-80
 4. American Society for Testing and Materials (ASTM)
1916 Race Street
Philadelphia, PA 19103
(215) 299-5400
 5. Specification for Encapsulants for Friable Asbestos Containing Building Materials Proposal P-189

1.9 PRE-PROJECT INSPECTION

- A. Prior to commencement of work, 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.

1.10 POTENTIAL ENVIRONMENTAL HAZARDS

- A. The disturbance or dislocation of asbestos containing materials identified in these Technical Specifications may cause a release within the building's atmosphere or the environment, thereby creating a potential health hazard to workmen and building occupants. The Contractor shall also be aware of other potential environmental hazards that may exist at the subject site including, but not limited to: mercury containing equipment, refrigerant containing equipment, fuel storage tanks, polychlorinated biphenyl (PCB) containing equipment/materials, etc. Apprise all workers, supervisory personnel, sub-contractors, consultants and authorized visitors who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed. THE BUILDINGS SHALL BE OCCUPIED DURING ALL ASPECTS OF ENVIRONMENTAL REMEDIATION.

1.11 STOP WORK

- A. If the Owner, the Owner's representative, or the Project Administrator presents a written stop work order, immediately and automatically stop all work. Do not recommence work until authorized in writing by the Owner or his/her appropriate representative.

1.12 CONTRACTOR'S USE OF THE PREMISE

- A. Confine operations, at the site, to the areas permitted under the Contract. Portions of the site beyond areas in which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
- B. Obtain facility security regulations for Contractors. All facility security requirements are incorporated by reference. No additional compensation or time shall be allotted for failure to comply with the facility's security requirements.
- C. Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials.
- D. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the areas indicated. If additional storage is necessary obtain and pay for such storage off site.
- E. Maintain existing building in a safe and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period.
- F. Keep public areas such as hallways, stairs, elevator lobbies and toilet rooms free from accumulation of waste, rubbish or construction debris.
- G. Smoking or open fires will not be permitted within the building enclosure or on the premises.
- H. Cooperate fully with the Owner and/or the Owner's representative during construction operations to minimize conflicts with other Trades. Perform the work so as not to interfere with the Owner's operation.

- I. The Contractor shall be apprised of and be compliant with Facility Requirements, which shall be presented to the Contractor, prior to or during mobilization to, the project site.

1.13 SUBMITTALS

- A. Pre-Project Submittals

- 1. Written Respiratory Protection Plan, in accordance with 29 CFR, Parts 1910 and 1926.
 - 2. Written site-specific Health and Safety Plan.
 - 3. All notifications and permits.
 - 4. All Safety Data Sheets (SDS).

- B. Post Project Submittals: Upon 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

PART 2 DESCRIPTION OF THE WORK

2.1 SCOPE OF WORK

- A. The DWLD licensed Asbestos Abatement Contractor shall perform exploratory demolition of pipe chases on the 13th, 14th, and 15th floors to access and repair damaged asbestos containing pipe insulation and remove residual debris.
- B. The Base Bid shall reflect exploratory demolition of three (3) chases and the repair of seventy-five (75) linear feet of pipe insulation.
- C. In addition to the base bid, the Contractor shall also submit a per linear foot unit price for insulation repair.
- D. Relocation of furniture and equipment from the work areas to facilitate abatement activities will be the responsibility of the Contractor.
- E. Protection of furniture and equipment incapable of being removed from the work area is the responsibility of the Contractor.
 - 1. At minimum remaining furniture and equipment shall be vacuumed with a HEPA filter equipped vacuum and then covered with two (2) separate layers of six (6) millimeter polyethylene sheeting.
- F. All work in the above scope of work shall be performed inside negative pressure enclosures as described in Part 3 - Asbestos Abatement Requirements 3.3 of these Specifications
- G. The quantities shown are for informational purposes only. The Contractor shall inspect and verify all locations, quantities and measurements indicated in Contract Documents prior to bidding. No additional compensation shall be awarded for failure to complete said review or inspection.

2.2 ADDITIONAL INFORMATION

- A. The appropriate Trade performing the abatement of asbestos containing materials shall refer to the appropriate Remediation Specifications, as prepared by the EC, for reference with respect to the locations that will require asbestos repair as outlined in this Section of the Technical Specifications.

- B. The Contractor shall ensure all electrical and other means of hazardous energy is appropriately de-energized, locked-out/tagged-out, in accordance with 29 CFR, Part 1910.147.
- C. The Contractor shall comply with the OSHA Technical Manual, Section III, Chapter #4, relative to heat stress.
- D. The Contractor shall be advised of OSHA bulletin 3156 from 1998 regarding Cold Stress.
- E. The Contractor shall be responsible for the cleaning of all suspect asbestos containing debris and dust within the work areas, prior to asbestos abatement, which is an industry standard. The cleaning shall consist of High Efficiency Particulate Air (HEPA) vacuuming and/or wet-wiping/mopping surfaces within the work. For large debris items, the debris shall be misted with amended water prior to packaging as asbestos waste.
- G. AFDs shall exhaust via duct work to the exterior of the building.
- H. If suspect asbestos containing materials that are not identified above are uncovered during alterations and renovations work, all activities shall cease. The suspect asbestos containing materials shall be inspected by an accredited USEPA Asbestos Building Inspector. Samples of the materials shall be collected and submitted to a third-party independent analytical laboratory that is accredited by the American Industrial Hygiene Association (AIHA), participating in the National Voluntary Laboratory Accreditation Program (NVLAP). Sampling efforts and analytical services shall not be cause for a delay claim by the Contractor against the Owner, the Owner's representative and/or the Owner's agents, as well as the Prime and/or General Contractor.

2.3 SCHEDULE

- A. The Contractor shall complete all work referenced herein within a schedule determined by CME Associates. Environmental Connection, Inc., (EC) shall provide an Industrial Hygiene Technician (IHT) that shall monitor the project and complete Phase Contrast Microscopy (PCM) air sampling with on-site analysis, as well as provide for post asbestos abatement air sampling for demobilization and work area re-occupancy. TEM sampling shall be employed where more than 160 square feet/260 linear feet of asbestos containing materials are removed, per work area otherwise post-abatement samples shall be collected via PCM. Where necessary, TEM samples shall require analysis by a third party, independent laboratory that is accredited by the American Industrial Hygiene Association (AIHA) and is a National Voluntary Laboratory Accreditation Program (NVLAP) participant. Results for TEM post abatement air samples shall be available within twenty-four (24) hours upon receipt by the laboratory.
- B. If applicable, the Contractor's schedule shall account for 10-day notifications to Federal and State Enforcement Agencies prior to the project start date. These contingencies shall not be cause for a delay claim to complete the asbestos abatement work within the renovation project's schedule.
- C. Asbestos abatement work shall be completed prior to all demolition and renovation work by other Trades.
- D. Should final clearance air and/or surface samples fail, the Contractor shall re-clean the work area at no additional cost to the Owner, the Owner's representative and/or the Prime/General Contractor. Additional costs incurred for all re-sampling of the work area shall be the responsibility of the Contractor, at no additional cost to the Owner, Owner's representative and/or the Prime/General Contractor.

PART 3 ASBESTOS ABATEMENT REQUIREMENTS

3.1 GENERAL REQUIREMENTS

- A. The Contractor shall provide a "competent person" on-site at all times, in accordance with OSHA Regulations, and shall maintain the necessary staffing to complete the project in accordance with

the project schedule. The competent person shall have knowledge in construction and shall be knowledgeable in reading and interpreting construction documents.

- B. All materials (i.e., caulk, polyethylene sheeting, lumber, etc.) utilized in association with asbestos abatement activities shall be of nominal size and fire-retardant. All polyethylene sheeting shall be six (6) mil in thickness.

- C. Worker Protection

1. The Contractor shall utilize workers trained in accordance with 29 CFR, Part 1926.1101, dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.
2. Appropriate respiratory protection shall be provided by the employer, upon notification that employees have received medical clearance and monitoring, followed by passing respiratory fit testing, and have read the Contractor's written Respiratory Protection Program.
 - a. The Contractor shall provide medical examinations for all workers in accordance with 29 CFR, Part 1926.1101. Provide an evaluation of the individual's ability to work with respiratory protection in an environment capable of producing heat stress in the worker.
 - b. The Contractor shall have a respiratory protection program established which is in compliance with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA's 29 CFR, Parts 1910 and 1926. The written program shall be posted at the job site.
 - c. Provide half-face or full-face type respirators to each worker. Equip full-face respirators with a nose cup or other anti-fogging device. If negative pressure air purifying respirators are being used, the Contractor shall supply a sufficient quantity of respirator filters approved for asbestos dust, so that workers can change filters during the work day. Store respirators and filters at the job site and protect from exposure to asbestos prior to their use. Clean and sanitize as required.
 - d. Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z88.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
 - e. Single use, disposable, or quarter-face respirators are strictly forbidden for use during asbestos containing roofing removal and related work.
 - f. No one having a beard or other facial hair in the respiratory facial fit area will be permitted to don a respirator and enter the work area.
3. Provide disposable full-body coveralls including foot and head covers and require that they be worn by all workers in the work area. Provide a sufficient number for all required changes, for all workers in the work area.
4. Provide gloves to all workers and require that they be worn inside the work area. Do not remove gloves from the work area rather dispose of as asbestos contaminated waste at the end of work.

5. The Contractor shall strictly prohibit workers from eating, drinking, smoking and chewing gum or tobacco while within the work area. In order to perform any of these functions, workers must exit the work area, and are required to follow the outlined decontamination procedures on each occasion.
- D. Perform United States Department of Labor, Occupational Safety and Health Administration, (OSHA) 8-hour Time Weighted Average personal exposure air monitoring in accordance with 29 CFR, Part 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, Part 1926.1101. The Owner's representative is not responsible for the Contractor's compliance with OSHA monitoring.
 1. Negative Exposure Assessment: The employer shall demonstrate that employees trained in accordance with 29 CFR, Part 1926.1101, shall be exposed to airborne fiber concentrations below the Permissible Exposure Limit (PEL) of less than 0.1 fibers per cubic centimeter of air. However, such as with typical roofing products, product data may demonstrate the material does not release fibers under normal circumstances and/or when removed, that exceeds the PEL for an 8-hour Time Weighted Average (TWA) or the excursion limit (EL) of 1.0 fibers per cubic centimeter of air; therefore, personal monitoring may not be required. If the employer has monitored employees on previous similar projects, within twelve (12) months of the current project, and the PEL and EL were not exceeded, then the aforementioned monitoring is not necessarily required.
- E. The Contractor shall establish the means for personnel decontamination, such as, but not limited to:
 1. Decontamination procedures requiring personnel entering the work area/performing the work, to don two (2) protective suits. The first suit shall be a protective suit and shall be HEPA vacuumed, removed and placed in appropriate disposal bags, prior to exiting. The second suit shall be removed and disposed of appropriately upon exiting the work area. The Contractor shall establish hygiene facilities for hand, face, etc.; respiratory protection shall be removed during this process and the respirator cleaned of all visible dust/debris.
 2. Construction of a personal decontamination unit which consists of a shower room for the workers to remove protective clothing and wash hands, face, etc., and a clean room to be used for changing from street clothes into protective clothing and to dry off from decontaminating and donning street clothes at the end of the work shift.
 - a. A decontamination unit with an equipment, shower and clean room shall be construed as a decontamination unit constructed remote, but in proximity to, the work area(s). Therefore, personnel shall exit the work area in the same manner as described above.
 - b. The shower chamber shall be the hygiene facility for all workers involved with the removal of asbestos containing materials.
- F. Ensure all HVAC and electrical systems within proximity to the work area are deactivated and/or protected with polyethylene sheeting that is secured airtight with duct tape.
- G. Asbestos warning signs and/or tape shall be posted around the perimeter of the exterior work areas for the removal of asbestos containing materials.
- H. No asbestos containing material shall be disturbed during preparation activity. The exception is asbestos material required to be cleaned up to complete preparation shall be treated first with an amended water solution and removed in a manner designed to limit or prevent fiber release to the environment.
- I. Removal activities shall generate no visible emissions, as enforceable under 40 CFR, Part 61 of the National Emissions Standard for Hazardous Air Pollutants (NESHAPS).

J. All asbestos waste bags and packages shall be labeled with the prescribed federal OSHA warning signs and shall include site specific waste generator information.

1. The Contractor shall provide a fully enclosed, watertight waste container complete with a locking device for storage of all contaminated waste removed from the site. The waste container shall have asbestos warning signs affixed to all sides and doors. A perimeter warning band shall be placed near the trailer location and the exterior route of travel during waste transfer activities.
2. The Contractor shall be responsible for coordination of waste removal immediately upon completion of the project. This is essential in order to obtain a permit for re-occupancy. No payment shall be made to the Contractor until all contaminated waste has been removed from the site and a waste manifest signed by the proper authority is submitted to the Owner.
3. Asbestos waste that may puncture or tear waste bags, and which is required to be bagged for disposal, shall be placed in cardboard boxes, burlap or nylon sacks, or other protective covering, prior to bagging, as necessary to ensure that bags are not punctured or torn during the disposal process. Items that are too large for standard bagging that require bagging for disposal, shall be wrapped in two (2) layers of six (6) mil polyethylene sheeting and sealed with duct tape. All asbestos waste shall be packaged and disposed of in accordance with all applicable local, state and federal regulations and ordinances.

3.2 NOTIFICATIONS, WARNING SIGNS, LABELS AND POSTINGS

A. At the entrance to each work area, the Contractor's ingress/egress point to the work area and at the waste removal route, and all sides of the waste dumpster/container, 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, Part 1926:

**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 61, Sub-part 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 Construction Permits, if applicable, at the entrance to the work area(s).

3.3 NEGATIVE PRESSURE ENCLOSURES

- A. The disturbance and or removal of identified asbestos containing and/or contaminated materials, such as plaster, shall be accomplished within a negative pressure enclosure. At a minimum, the negative pressure enclosure shall consist of:
 - 1. Two (2) layers of six (6) mil polyethylene sheeting (critical barriers) installed over all openings in the work area(s), such as, but not limited to: windows, doors, ceiling tile systems, ventilation diffusers/registers/grilles, etc.
 - 2. Curtain doorways shall be established at the entrance to the work area(s). These doorways shall consist of overlapping layers of polyethylene sheeting in a "Z-formation." Where the work area entrance is at a critical barrier, a vertical slit, seven (7) feet from the floor, shall be established prior to the installation of the curtain doorway.
- B. Work area negative pressure shall be established, at a minimum, at -0.02 inches of water column. High Efficiency Particulate Air (HEPA) filter equipped negative air filtration devices shall be incorporated in the work area and exhaust to the building via flexible duct work. Sufficient negative air filtration devices shall achieve four (4) air exchanges per hour and a work area pressure differential of -0.02 . The Contractor shall demonstrate the minimum air exchanges per hour and work area pressure differential via calculation and manometers, respectively, to EC's representative.
- C. Where appropriate, materials shall be adequately wetted with amended water during all phases of removal and immediately placed in appropriate asbestos waste disposal bags. All surfaces in the work area shall be cleaned of debris and dust by a combination of wet-wiping and HEPA vacuuming. A sealant shall be applied to all abated surfaces.
- D. Personnel decontamination units shall be attached airtight to the work area containment(s), where specified or required by code. Otherwise, establish a two-stage remote decontamination unit in proximity to the work area(s).
- E. Demobilization of work area containment and engineering controls shall not be allowed until acceptable post abatement air sample results are obtained.

3.4 REPAIR OF THERMAL SYSTEMS INSULATION

A. DESCRIPTION

- 1. This Section describes the procedures to repair asbestos containing insulating materials with wettable/adhesive lagging cloth, so as to create an airtight seal around said insulation materials to minimize/eliminate the potential release of asbestos fibers from friable insulating materials, under normal, undisturbed, building conditions.

B. PRODUCTS

- 1. Amended Water
- 2. Wettable/Adhesive Lagging Cloth
- 3. Encapsulant (if specified in Section "Scope of Work")
- 4. Disposal Bags
- 5. Six mil polyethylene sheeting

6. HEPA vacuum
7. Duct Tape

C. EXECUTION

1. Repairs to thermal system insulation shall be accomplished using a wettable/adhesive lagging cloth. HEPA vacuum the work area of all suspect asbestos containing debris/dust. For larger suspect materials, wet with amended water and place in proper disposal bags. Prior to the application of lagging cloth, the Contractor shall place a layer of six (6) mil polyethylene sheeting as a drop cloth beneath the locations where repairs shall take place. The lagging cloth shall be applied firmly over the damaged thermal system insulation so as to create an air tight seal, and have a smooth finish appearance with none of the lagging cloth hanging off the thermal system insulation.

3.5 WORK AREA(S) CLEAN UP

- A. First Cleaning: Carry out a first cleaning of all surfaces of the Work Area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) Filtered Vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry-dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
- B. Second Cleaning: Carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning.
- C. Encapsulation of Exposed Surfaces: Where surfaces have been removed of asbestos containing materials, perform encapsulation of work area surfaces. Apply two (2) individual coats to all exposed surfaces and allow to dry between coats. Assure color is sufficiently distinct to allow for identification of applications.
- D. Final Cleaning: Carry out a Final Cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- E. Removal of Work Area Isolation: After approval of the visual inspection and testing, remove Personnel Decontamination Unit and Critical Barriers. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners. If significant quantities, as determined by the owner's representative, are found, then the entire area affected shall be decontaminated as specified in Cleaning and Decontamination Procedures.
- F. Remove all equipment, materials and debris from the work site. Dispose of all asbestos containing waste material as specified in Disposal of Asbestos Containing Waste Materials.

PART 4 ASBESTOS WASTE HANDLING AND DISPOSAL

4.1 SUMMARY

- A. Disposal bags shall be six (6) millimeter, 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:
 1. Two (2), six (6) mil disposal bags, or,
 2. Two (2), six (6) mil disposal bags and a fiberboard drum, or
 3. Two (2), six (6) mil disposal bags and sealed steel drum.

- C. Two (2) layers of six (6) mil 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. 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. Maintain records of waste shipments in accordance with NESHAPS 40 CFR, Part 61, Section 61.150, (d) 1-5 and (e).
- G. 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 of. At the completion of asbestos abatement, forward all manifests to the Owner.
- H. On-site activities shall not be considered complete until all waste is off-site, upon demobilization of the work area(s), and after receipt of satisfactory final clearance air sample results.

PART 5 AIR MONITORING

5.1 SUMMARY

- A. Air monitoring shall be performed to demonstrate the effectiveness of engineering controls and methods for the removal of asbestos containing materials with respect to the potential release of asbestos fibers, and the clearance of the work area(s) for re-occupancy.
 - 1. This Section describes air monitoring to verify that the building beyond the work area(s) and the outside environment remains uncontaminated.
 - 2. This Section also sets forth work area clearance criterion.
- B. AIR MONITORING REQUIRED BY OSHA IS WORK OF THE CONTRACTOR AND IS NOT COVERED IN THIS SECTION.
- C. Daily air monitoring shall be completed along the work area perimeter. Sample collection and analysis shall be in accordance with the National Institute of Occupational Safety and Health (NIOSH) method #7400, most recent revision, by Phase Contrast Microscopy (PCM). The acceptable airborne fiber concentrations for this type of analysis shall be less than 0.01 fibers per cubic centimeter (f/cc) of air.
- D. Final Clearance Air Monitoring
 - 1. Final clearance air samples shall be collected at the completion of the asbestos abatement activities.
 - 2. Engineering controls, critical barriers and the decontamination unit shall remain during final clearance air sampling.
 - 3. A minimum of five (5) samples will be taken from the work area(s) and analyzed in accordance with the methods set forth in the AHERA Regulation 40 CFR, Part 763, Appendix A, and N.J.A.C. 8:60 and 12:120.
 - a. For full containment work areas where any quantity of asbestos containing materials

have been removed, final clearance samples shall be collected/analyzed utilizing Transmission Electron Microscopy (TEM).

- b. For work area(s) where more than 260 LF/160 SF of asbestos containing materials have been removed, final clearance samples shall be collected/analyzed utilizing Transmission Electron Microscopy (TEM).
 - c. For limited containment work area(s) where less than 260 LF/160 SF of asbestos containing materials have been removed, final clearance samples shall be collected/analyzed utilizing Phase Contrast Microscopy (PCM).
 - d. 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 twenty-four (24) hours upon receipt by the laboratory.
 - e. PCM samples shall be analyzed in accordance with the most recent revision to NIOSH method 7400.
4. Acceptable Clearance Criteria for work area(s) demobilization and re-occupancy shall be as follows:
- a. TEM: less than 70 Structures per millimeter squared.
 - b. PCM: less than 0.01 fibers per cubic centimeter.

END OF SECTION 02 82 00

WORK AREA PREPARATION/SCOPE OF WORK

1. CRITICAL BARRIERS COMPRISED OF 6 MIL POLYETHYLENE SHEETING SHALL BE INSTALLED AT ALL OPENING INTO THE WORK AREA INCLUSIVE OF WINDOWS, DOORS, AND HVAC EQUIPMENT.
2. CONTAINMENT TENT WALLS SHALL BE CONSTRUCTED UTILIZING A SINGLE LAYER OF 6 MIL POLYETHLYENE SHEETING. TENT WALLS SHALL BE ADEQUATELY SUPPORTED TO PREVENT FAILURE/COLLAPSE.

*ADEQUATE SUPPORT SHALL BE AT THE DISCRETION OF THE REMEDIATION CONTRACTOR'S SUPERVISOR.
3. AN ADEQUATE NUMBER OF HEPA FILTER EQUIPPED AIR FILTRATION DE VICES (AFD) SHALL BE INSTALLED IN THE WORK AREA TO ACHIEVE FOUR (4) AIR CHANGES PER HOUR.
4.

*AFD EXHAUST SHALL BE ROUTED TO THE EXTERIOR OF THE BUILDING.
5. PERFORM EXPLORATORY DEMOLITION OF THE PIPE CHASE.
6. CLEAN RESIDUAL DEBRIS AT THE BASE OF THE CHASE.
7. REPAIR REMAINING PIPE INSULATION IN ACCORDANCE WITH SECTION 3.4 OF THE TECHNICAL SPECIFICATION

LEGEND

CSE

DECONTAMINATION UNIT

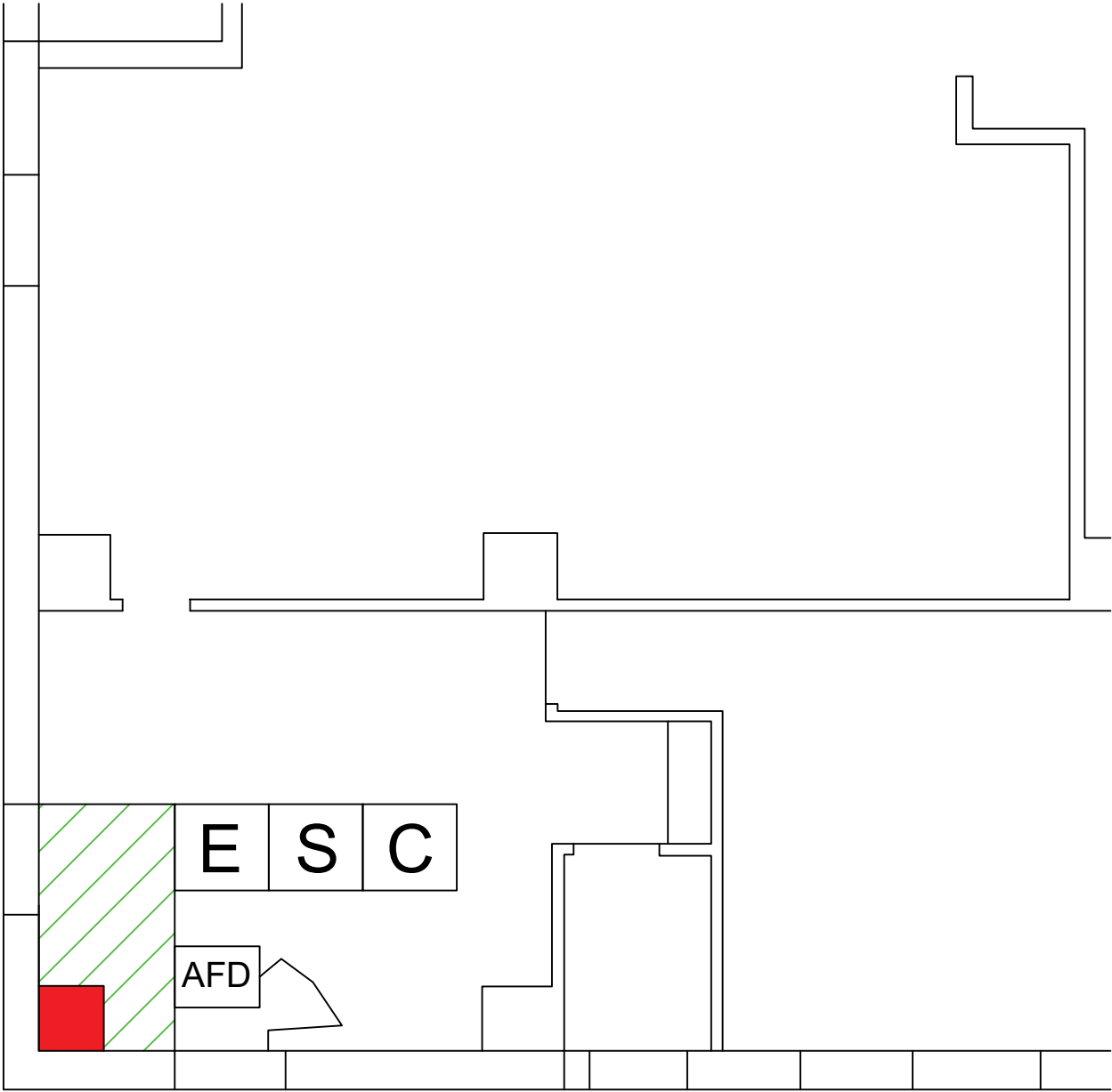
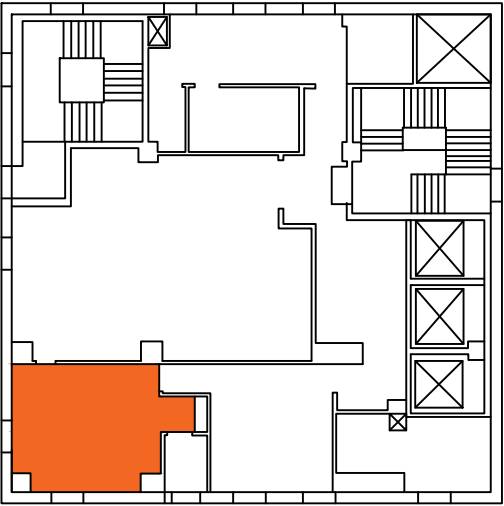
AFD

AIR FILTRATION DEVICE

PIPE CHASE

WORK AREA EXTENTS

SITE MAP



ENVIRONMENTAL CONNECTION INC
A Vertical Technologies Corporation

Environmental Consulting, Auditing & Investigations

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01	N/A	Issued for Review
No.	Date	Issue or Revision

ASBESTOS OPERATIONS AND
MAINTENANCE

UNION COUNTY COURTHOUSE

2 BROAD STREET, ELIZABETH, NEW JERSEY

Date:	July 1, 2022
Scale:	NTS
Drawn By:	JJR
Project No:	22236-01

Drawing Title

O&M 13TH
FLOOR

Drawing No.

O&M-01

WORK AREA PREPARATION/SCOPE OF WORK

1. CRITICAL BARRIERS COMPRISED OF 6 MIL POLYETHYLENE SHEETING SHALL BE INSTALLED AT ALL OPENING INTO THE WORK AREA INCLUSIVE OF WINDOWS, DOORS, AND HVAC EQUIPMENT.
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DECONTAMINATION UNIT

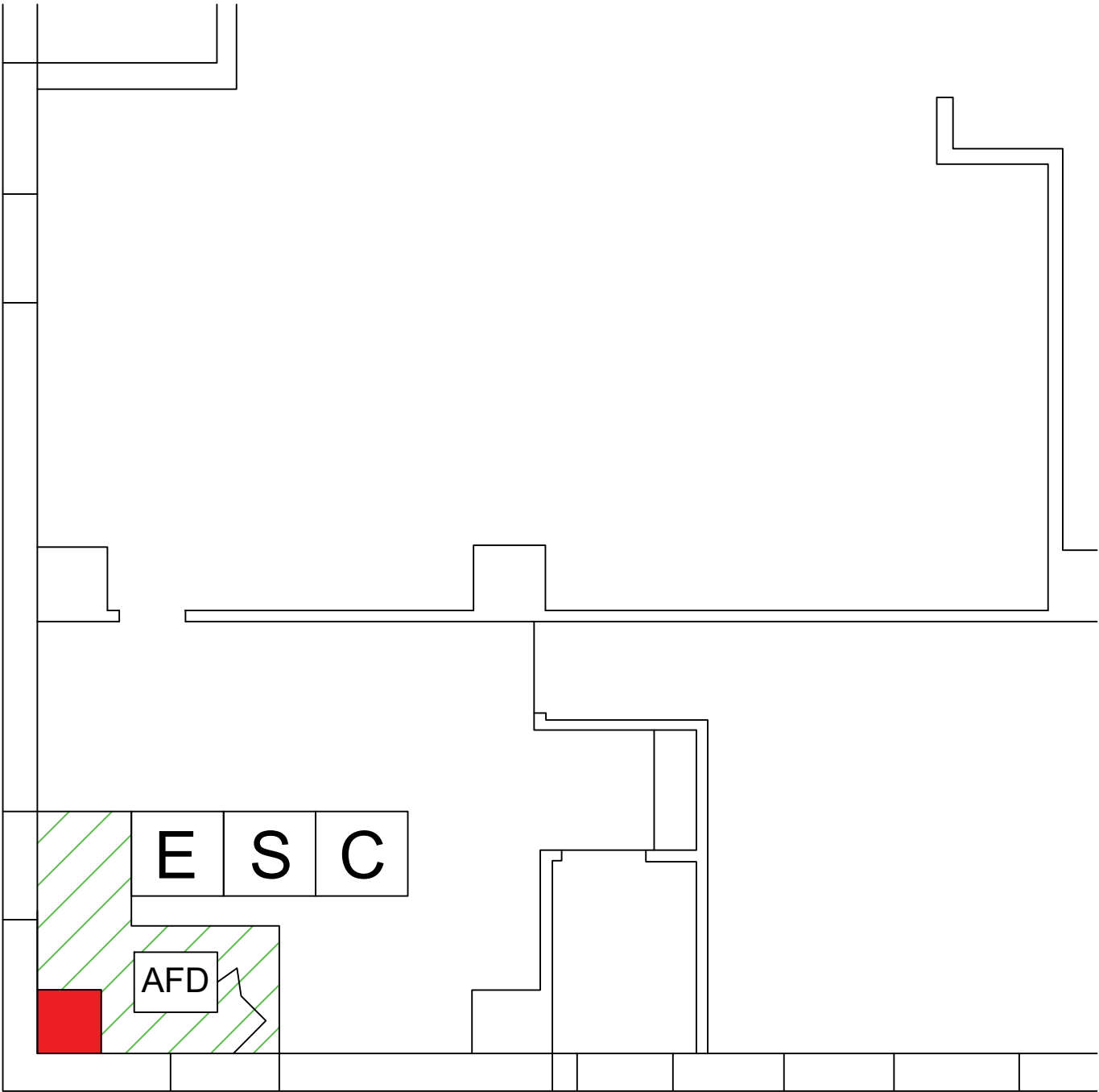
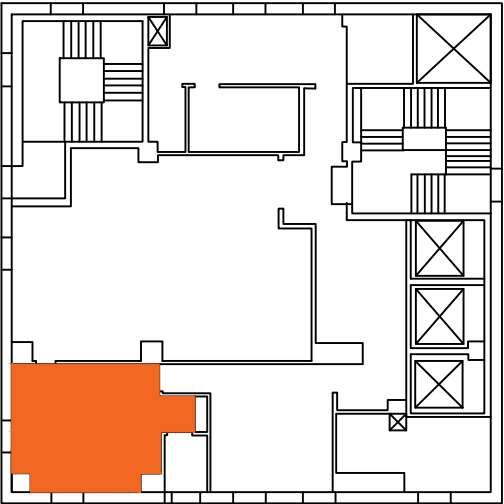
AFD

AIR FILTRATION DEVICE

PIPE CHASE

WORK AREA EXTENTS

SITE MAP



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01	N/A	Issued for Review
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ASBESTOS OPERATIONS AND
MAINTENANCE

UNION COUNTY COURTHOUSE

2 BROAD STREET, ELIZABETH, NEW JERSEY

Date:	July 1, 2022
Scale:	NTS
Drawn By:	JJR
Project No:	22236-01

Drawing Title

O&M 14TH
FLOOR

Drawing No.

O&M-02

WORK AREA PREPARATION/SCOPE OF WORK

1. CRITICAL BARRIERS COMPRISED OF 6 MIL POLYETHYLENE SHEETING SHALL BE INSTALLED AT ALL OPENING INTO THE WORK AREA INCLUSIVE OF WINDOWS, DOORS, AND HVAC EQUIPMENT.
2. CONTAINMENT TENT WALLS SHALL BE CONSTRUCTED UTILIZING A SINGLE LAYER OF 6 MIL POLYETHLYENE SHEETING. TENT WALLS SHALL BE ADEQUATELY SUPPORTED TO PREVENT FAILURE/COLLAPSE.

*ADEQUATE SUPPORT SHALL BE AT THE DISCRETION OF THE REMEDIATION CONTRACTOR'S SUPERVISOR.

*INTERIOR CONTAINMENT WALLS SHALL EXTEND TO THE CEILING DECK APPROXIMATELY 16 FEET ABOVE THE FLOOR.
3. AN ADEQUATE NUMBER OF HEPA FILTER EQUIPPED AIR FILTRATION DEVICES (AFD) SHALL BE INSTALLED IN THE WORK AREA TO ACHIEVE FOUR (4) AIR CHANGES PER HOUR.
4.

*AFD EXHAUST SHALL BE ROUTED TO THE EXTERIOR OF THE BUILDING.
5. PERFORM EXPLORATORY DEMOLITION OF THE PIPE CHASE.
6. CLEAN RESIDUAL DEBRIS AT THE BASE OF THE CHASE.
7. REPAIR REMAINING PIPE INSULATION IN ACCORDANCE WITH SECTION 3.4 OF THE TECHNICAL SPECIFICATION

LEGEND

CSE

DECONTAMINATION UNIT

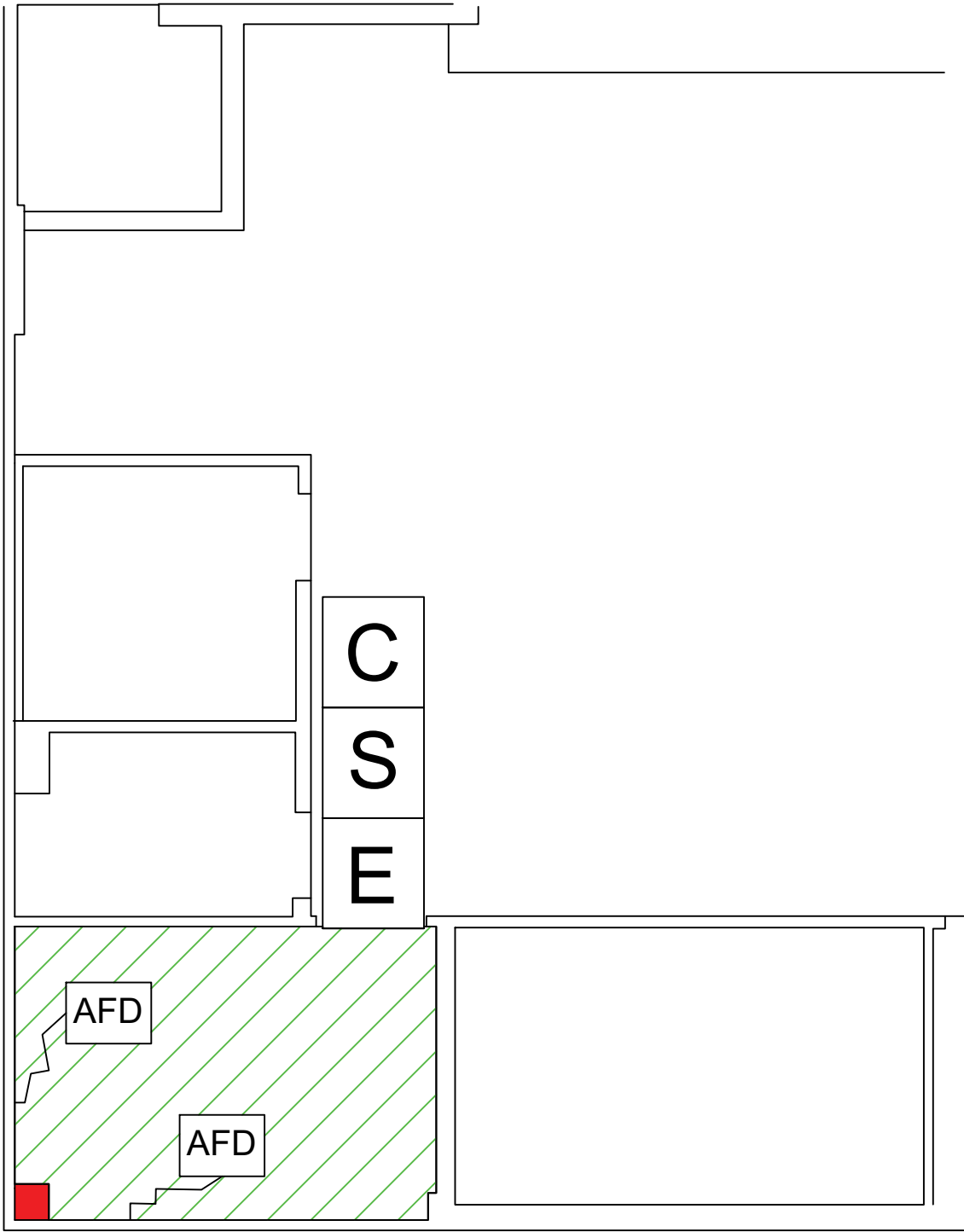
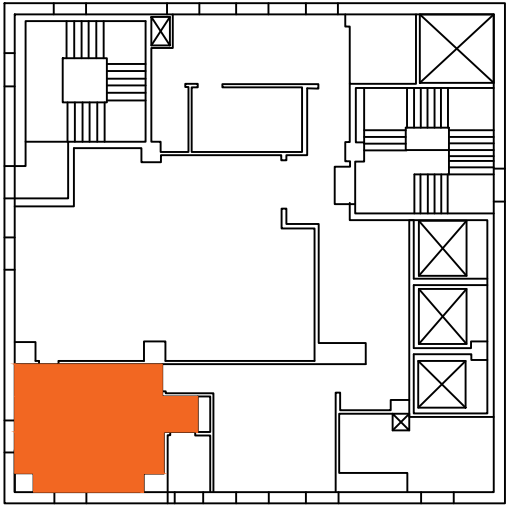
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AIR FILTRATION DEVICE

PIPE CHASE

WORK AREA EXTENTS

SITE MAP



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ASBESTOS OPERATIONS AND
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UNION COUNTY COURTHOUSE

2 BROAD STREET, ELIZABETH, NEW JERSEY

Date:	July 1, 2022
Scale:	NTS
Drawn By:	JJR
Project No:	22236-01

Drawing Title

O&M - 15TH
FLOOR

Drawing No.

O&M-03

APPENDIX 1

MOISTURE AND MICROBIAL IMPACT ASSESSMENT REPORT – PREPARED
BY ENVIRONMENTAL CONNECTION INC FOR CME ASSOCIATES DATED
JUNE 29, 2022



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
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DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

August 9, 2022

Ricardo Matias, P.E., CME, CFM, County Engineer
County of Union Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

**Re: Report of Findings – Moisture and Microbial Impact Assessment &
Technical Specifications – Microbial Remediation and Asbestos O&M
Union County Courthouse – Three Offices on the 13th, 14th, & 15th Floors
2 Broad Street
Elizabeth, New Jersey 07201**

Dear Mr. Matias:

CME Associates (CME) is pleased to provide for your review the enclosed report prepared by Environmental Connection Inc. (ECI), dated June 29, 2022, to document the Moisture and Microbial Impact Assessment conducted at three offices on the 13th, 14th, and 15th floors of the Union County Courthouse in Elizabeth, New Jersey. On June 13, 2022, ECI performed the assessment to identify mold and moisture impacted building materials that must be remediated to facilitate planned renovation. The assessment consisted of a visual inspection, the collection of occupant comfort parameter measurements (carbon dioxide, carbon monoxide, relative humidity, and temperature), the collection of microbial surface swab samples, and the collection of air samples to be analyzed for airborne mold/fungal spores. The assessment also included an inspection for hazardous building materials likely to be impacted by planned renovation activities.

Visual Inspection

A visual inspection of the offices revealed the presence of mold and moisture impacted building materials. The impacted materials were generally proximal to the pipe chase located in the corner of each office. Per building representatives, a failed roof drain in the chase is alleged source of the observed moisture damage. In addition to damaged building materials adjacent to the pipe chase, the inspector also observed suspect mold growth on sheetrock in the 13th and 14th floor offices.

Occupant Comfort Air Quality Assessment

General occupant comfort parameter measurements (Temperature, Relative Humidity, Carbon Dioxide, and Carbon Monoxide) were collected during the investigation.



Attn: Ricardo Matias, P.E., CME, CFM, County Engineer
County of Union

August 9, 2022
Page 2

Re: Report of Findings – Moisture and Microbial Impact Assessment
Union County Courthouse Multiple Locations at 13th-15th Floors

All air quality data measurements with the exception of relative humidity were within the acceptable range. Note that due to ongoing renovation activities in the inspected areas, HVAC systems were not fully operational at the time of the assessment.

Surface Sampling

EC collected two (2) surface swab samples from suspect mold growths observed on the sheetrock walls behind wallpaper on the 13th and 14th floors. Analysis of swab samples collected from the impacted sheetrock walls confirmed that the observed growths are mold. Analysis revealed that both samples contained “High” counts of *Aspergillus*, a mold type commonly associated with water impacted building materials. The sample collected from the 13th floor also contained “High” counts of *Stachybotrys/Memnoniella*.

Fungal Spore Trap Air Sampling

Analysis of airborne mold/fungal spore samples collected in each office revealed total spore counts lower than spore counts detected outdoors. Total spore counts detected on the 13th and 15th floor samples are considered “Very Low” by National Allergy Bureau Guideline (NABG) standards. The sample collected from the 14th floor office contained total spore counts classified as “Medium”.

Asbestos Containing Material (ACM) Bulk Sampling and Analysis/ Lead Based Paint Screening

EC’s inspectors quantified, catalogued, and sampled suspect asbestos containing materials likely to be impacted by remediation/renovation activities. One (1) trace asbestos containing materials was identified during the inspection. This material, glue associated with black cove baseboard in the 15th floor office, is not considered Asbestos Containing Materials per the USEPA definition. However, in accordance with Part 1926.1101 (OSHA Asbestos Standard), EC recommends that engineering controls be employed during removal of these materials to avoid potential asbestos fiber release.

During the inspection, EC also observed compressed paper pipe insulation in the pipe chase on the 15th floor. Based on that observation and past experience with the building, EC anticipates that additional, potentially damaged pipe insulation may be present in the pipe chase. Accordingly, EC recommends that a State of New Jersey Department of Labor and Workforce Development licensed Asbestos Abatement Contractor be engaged to perform all necessary exploratory demolition to repair the reported leak source.

No lead-based paint films were identified during the assessment.



Attn: Ricardo Matias, P.E., CME, CFM, County Engineer
County of Union
Re: Report of Findings – Moisture and Microbial Impact Assessment
Union County Courthouse Multiple Locations at 13th-15th Floors

August 9, 2022
Page 3

Recommendations

Based on the assessment findings, it is recommended that a licensed microbial remediation contractor be engaged to remove the moisture impacted building materials identified during the inspection. Remediation activities should include: Gross debris removal, the removal of all water damaged building materials inclusive of ceiling tiles and their associated grids, the removal of soiled carpets, the removal of mold impacted sheetrock and the stabilization of underlying plaster. Following gross removal, all remaining surfaces should be vacuumed with High Efficiency Particulate Air (HEPA) filter equipped vacuums and treated with an antimicrobial solution. At minimum, remediation activities should be performed inside a neutral pressure containment equipped with HEPA filter equipped air filtration devices.

The County should also retain a New Jersey Department of Labor licensed Asbestos Contractor to perform necessary exploratory demolition, abate, and repair identified asbestos containing materials prior to renovation/remediation in accordance with federal and New Jersey requirements for asbestos abatement in public buildings. Removal or disturbance of materials containing trace amounts of asbestos should be performed in accordance with the November 2003 clarification issued by OSHA regarding removal of materials containing less than one (1) percent asbestos by weight. During remediation of ACM, the County's contractor(s) should perform air monitoring in accordance with federal and New Jersey requirements for asbestos abatement.

Please review the attached report for the full sampling results and detailed recommendations. Should you have any questions in this regard, please contact us at your convenience.

Very truly yours,
CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosures



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

REPORT

Moisture and Microbial Impact Assessment

Union County Courthouse – Multiple Locations
2 Broad Street
Elizabeth, New Jersey 07201

Prepared For:

CME Associates
3759 US Hwy 1 South – Suite 100
Monmouth Junction, New Jersey 08852

Prepared By:

Environmental Connection, Inc.
120 North Warren Street
Trenton, New Jersey 08608

June 29, 2022

EC Project #: 22236-01



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Section 1.0 Executive Summary

Environmental Connection, Inc., (EC) was contracted by CME Associates to perform a Moisture and Microbial Impact Assessment of three (3) offices located on the 13th, 14th, and 15th floors of the Union County Courthouse Building. The assessment was performed to identify mold and moisture impacted building materials that must be remediated to facilitate planned renovation. The assessment consisted of a visual inspection, the collection of occupant comfort parameter measurements (carbon dioxide, carbon monoxide, relative humidity, and temperature), the collection of microbial surface swab samples, and the collection of air samples to be analyzed for airborne mold/fungal spores. The assessment also included an inspection for hazardous building materials likely to be impacted by planned renovation activities.

Visual inspection of the offices revealed the presence of mold and moisture impacted building materials. The impacted materials were generally proximal to the pipe chase located in the corner of each office. Per building representatives, a failed roof drain in the chase is alleged source of the observed moisture damage. EC was unable to confirm the presence of the damaged pipe at the time of the assessment. In addition to damaged building materials adjacent to the pipe chase, the inspector also observed suspect mold growth on sheetrock in the 13th and 14th floor offices. Analysis of swab samples collected from the impacted sheetrock walls confirmed that the observed growths are mold. Analysis of airborne mold/fungal spore samples collected in each office revealed total spore counts lower than spore counts detected outdoors. All air quality data measurements with the exception of relative humidity were within the acceptable range. Note: Heating, Ventilation, and Air Conditioning systems for each office were not fully operational at the time of the assessment.

EC's inspectors quantified, catalogued, and sampled suspect asbestos containing materials likely to be impacted by remediation/renovation activities. None of the materials sampled were found to contain greater than 1% asbestos content by weight, the threshold established by the USEPA for classification as an asbestos containing material; however, review of historical sampling data for the building revealed that one (1) of the observed materials, compressed paper pipe insulation, was previously identified as an asbestos containing material.

No lead-based paint films were identified during the assessment.

Section 2.0 Visual Inspection

Inspection of the 15th floor office revealed the presence of damaged plaster adjacent to the pipe chase in the corner of the office. In addition to the deteriorating plaster, the inspector noted efflorescence, evidence of a moisture/humidity imbalance, on the chase and adjacent walls. Plaster debris, dust, and paint chips were observed on surfaces throughout the office. Three (3) pipes enter the chase above the ceiling tile grid. Two (2) of the pipes are uninsulated roof drains. The remaining pipe appeared to be a domestic water line insulated with fiberglass pipe insulation. Upon further inspection of the insulated pipe, the inspector noted that the insulation switches from fiberglass to compressed paper insulation, a previously identified asbestos containing material, at the penetration into the chase. Additional compressed paper insulation was observed embedded in the deteriorating wall adjacent to the chase.



Water stained ceiling tiles were observed throughout the office and rust was observed on the metal lay-in ceiling tile grid. Inspection of the plenum above the stained ceiling tiles revealed the presence of several fiberglass insulated pipe penetrations to the floor above. No active leaks were observed at the time of inspection. Loose and flaking paint was observed on the ceiling deck above and on the backside of ceiling tiles throughout the office. (Note: No lead-based paint films were identified in the office.)

The 14th floor office was generally clean at the time of inspection. Delaminating wallpaper was observed on the two (2) exterior walls of the office. Further inspection of the wallpaper revealed that it was installed over sheetrock. The sheetrock substrate exhibited evidence of mold damage. The inspector pulled the wallpaper back in several locations throughout the room to confirm the presence of the suspect growths. The suspect growths were observed throughout, though the inspector noted that they were most prevalent adjacent to the chase and along the exterior walls. Inspection of the plenum above the lay-in ceiling tile revealed that the sheetrock walls were installed over the original plaster walls. Four (4) water impacted ceiling tiles were observed in the room. Inspection of the plenum above the ceiling tiles revealed stains indicative of a water leak originating from the pipe chase.

Conditions in the 13th floor office were similar to those observed on the 14th floor. Delaminating wallpaper and suspect mold growths were concentrated along the exterior walls and adjacent to the pipe chase.

Section 3.0 Surface Sampling

3.1 Sampling and Analytical Methods

EC collected two (2) surface swab samples from suspect mold growths observed on the sheetrock walls behind wallpaper on the 13th and 14th floors. The swab samples were collected utilizing a "Precision" sterile swab or Culture Collection and Transport (CAT) system. The CAT system consists of a single plastic tube containing a small quantity of PDC-100 transport medium and a sterile swab. The sample was collected by opening the tube, removing the swab from the package, coating the cotton head of the swab with medium from the base of the tube, and wiping an approximately two (2) square inch area. The swab is then placed back into the transport/culture media vessel at the base of the tube and preserved until laboratory arrival.

3.2 Results

Swab sampling analytical results are reported in Counts/Area Analyzed. The results are then categorized based on concentration. The categories are as follows:

Category	Counts/Area Analyzed
Rare	1-10
Low	11-100
Medium	101-1000
High	>1000

Analysis revealed that both samples contained "High" counts of *Aspergillus*, a mold type commonly associated with water impacted building materials. The sample collected from the 13th floor also



contained “High” counts of *Stachybotrys/Memnoniella*. The surface swab sampling results confirm the presence of mold growth behind the wallpaper of both offices. See Attachment I for the Chain of Custody and Certificate of Analysis for Microbial Swab Sampling.

Section 4.0 Fungal Spore Trap Air Sampling and Analysis

4.1 Sampling and Analytical Methods

EC utilized the Air-O-Cell cassette air sampling technique for the collection and analysis of a wide range of airborne particles, including fungal spores, pollen, insect parts, etc. The sampling apparatus consists of a sampling cassette attached to a high-volume pump. The sampling cassette is a plastic housing with an adhesive coated glass slide in the center commonly referred to as the sample media. Ambient air is drawn through the cassette via suction provided by the pump. The pump collects air at a flow rate of 15 Liters per minute (L/min.) for 10 minutes to achieve 150 liters of air. Airborne particulate matter impacts and adheres to the sample media. Once sampling is complete, samples are packaged and transported to EMSL Analytical, Inc., in Cinnaminson, New Jersey, an American Industrial Hygiene Association (AIHA) accredited laboratory and participant in the Environmental Microbiology Laboratory Accreditation Program (EMLAP), for analysis via direct microscopic identification. Each particle on the slide is identified and quantified by the analyst regardless of viability. The analytical process is intended to differentiate between the various spore types observed. Spore types that are not able to be differentiated are categorized into broader groups such as *Basidiospores*.

4.2 Interpretation of the Data

The analytical results report the species type and quantity of spores found on the sample media. Quantities are reported in counts/m³ and are representative of the air space where the sample was collected. The accepted standard for diagnosing the presence of an interior mold issue is to compare an interior sample to an exterior sample, commonly referred to as the background concentration. Species of mold found on the interior sample should be similar to those found on the exterior sample. The interior sample should also contain lower total spore counts in comparison to the outside sample.

The National Allergy Bureau Guideline for Relative Exposures to Outdoor Air Pollen and Spores (NABG), identifies the following fungal spore concentration descriptors, in counts per cubic meter of air (counts/m³).

Allergen	Very Low	Low	Medium	High	Very High
Molds	<500	500-1,000	1,000 – 5,000	5,000-10,000	>20,000
Pollen	1-50	50-100	100-500	500-1,000	>1,000

Indoor fungal spore concentrations should be viewed in context of the outdoor concentration, and other factors, including but not limited to; season, precipitation, building ventilation system(s), and other site-specific conditions.



4.3 Results

Air samples were collected in locations representative of each impacted office and outside for comparison. In addition to the diagnostic samples, a Quality Control (QC) blank was also submitted for analysis. The table below lists the total counts detected at each location.

Table 1 –Laboratory Analytical Results Union County Courthouse 2 Broad Street Elizabeth, New Jersey		
Location	Counts/m ³	Exterior Counts/m ³
15 th Floor Corner Office	100	7,197
14 th Floor Corner Office	2,750	
13 th Floor Corner Office	107	
Blank	0	

The analytical results revealed total indoor spore counts below the detected outdoor counts on each sample. Total spore counts detected on the 13th and 15th floor samples are considered “Very Low” by NABG standards. The sample collected from the 14th floor office contained total spore counts classified as “Medium”. Note: NABG classifications are representative of relative exposures and are not directly linked to health outcomes. The Airborne Spore Sampling Chain of Custody and Laboratory Analytical Certificate are included in Attachment II.

Section 5.0 Direct Reading Instrumentation

General occupant comfort parameter measurements (Temperature, Relative Humidity, Carbon Dioxide and, Carbon Monoxide) were collected during the investigation utilizing a TSI Incorporated Q-Trak™ Indoor Air Quality Monitor Model 7575 (Q-Trak). The Q- Trak is equipped with thermocouple sensors for temperature (measured in degrees Fahrenheit) and relative humidity (%RH), and an infrared sensor to measure Carbon Dioxide (CO₂) levels. An electrochemical sensor in the device measures Carbon Monoxide (CO) levels. Indoor air quality measurements are summarized in the following Table.

Table 2 – Wells Fargo Indoor Air Quality Measurements Union County Courthouse 2 Broad Street Elizabeth, New Jersey				
Location	CO (ppm)	CO ₂ (ppm)	Temperature (°F)	Relative Humidity (%)
Exterior/ Fresh Air Calibration	0.0	386 – 390	79.2	66.5
15 th Floor Office 1505 Corner Office	0.0	460 – 462	70.2	68.8
15 th Floor Office Main Area	0.0	448 – 452	69.8	70.1



Table 2 – Wells Fargo Indoor Air Quality Measurements Union County Courthouse 2 Broad Street Elizabeth, New Jersey				
Location	CO (ppm)	CO₂ (ppm)	Temperature (°F)	Relative Humidity (%)
14 th Floor Office 1406 Corner Office	0.0	445 – 447	78.5	64.5
14 th Floor Office Main Area	0.0	447 – 451	78.4	65.4
13 th Floor Office 1305 Corner Office	0.0	430 – 435	73.9	58.3
13 th Floor Office Main Area	0.0	422 – 425	75.2	56.7

5.1 Discussion and Data Interpretation

5.1.1 Carbon Monoxide

Carbon Monoxide (CO) is a colorless, odorless gas emitted from combustion processes. Nationally, and particularly in urban areas, the majority of CO emissions to ambient air come from mobile sources. CO can cause harmful health effects by reducing oxygen delivery to the body's organs (such as the heart and brain) and tissue. At extremely high levels, CO can cause death. The OSHA Permissible Exposure Limit (PEL) for an 8-hour Time Weighted Average (TWA) is not to exceed 35 ppm. In general, CO levels above the ambient concentration of 1 ppm suggests that exhaust fumes from a combustion source have migrated to occupied spaces. CO levels detected during the assessment were below the OSHA PEL.

5.1.2 Carbon Dioxide

The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc., (ASHRAE) Standard 62.1-2019, Ventilation for Acceptable Indoor Air Quality, indicates that, in an office building, Carbon Dioxide concentrations of approximately 700 ppm above the outdoor level reflect that the appropriate fresh air exchange is being provided by the HVAC system. All measurements were within the referenced range.

5.1.3 Temperature and Relative Humidity

The ASHRAE 55-2020 Standard recommends temperatures of 67 to 79°F for people wearing typical seasonable clothing during light sedentary activity. ASHRAE also recommends that spaces served by HVAC systems be provided with dehumidification components and controls to limit indoor humidity to a maximum dewpoint of 60°F and to maintain relative humidity below 65%. All recorded temperature measurements were within the recommended criteria. Several of the recorded relative humidity measurements exceeded the recommended criteria. Note: due to ongoing renovation activities in the inspected areas, HVAC systems were not fully operational at the time of the assessment.

**Section 6.0 Asbestos Containing Material Inspection**

Asbestos is a naturally occurring mineral categorized into two (2) groups, Serpentine and Amphibole, based on morphology. The Serpentine group is comprised of Chrysotile asbestos, the Amphibole group consists of Amosite, Crocidolite, Tremolite, Anthophyllite, and other forms of asbestos

The asbestos containing material inspection was performed in accordance with the USEPA Asbestos Hazards Emergency Response Act (AHERA) and encompassed materials likely to be impacted by renovation/remediation activities. Samples of each identified suspect asbestos containing material were collected in sufficient quantities as mandated by 40 CFR, Part 763.86. All samples were submitted to EMSL Analytical, Inc., for analysis utilizing Polarized Light Microscopy (PLM) via EPA Method 600/R-93/116. EMSL Analytical, Inc., is accredited by the American Industrial Hygiene Association (AIHA) and participates in the National Voluntary Laboratory Accreditation Program (NVLAP).

Emergency Regulatory Adoptions to New Jersey Administrative Codes (N.J.A.C.) 8:60 and 12:120, Volume 38, Issue 11, dated June 5, 2006, mandate that non-friable organically bound (NOB) suspect asbestos containing materials be analyzed via Transmission Electron Microscopy (TEM) analysis when PLM analysis yields results of less than 1% asbestos by weight or "None Detected" for asbestos fibers. TEM uses electron imaging to identify asbestos fibers at a higher magnification.

Results for PLM and TEM analysis methods are reported in percentage by weight. According to the USEPA, materials containing greater than 1% asbestos content by weight are classified as asbestos containing materials. Materials containing <1% asbestos content by weight are classified as "Trace" asbestos containing materials. Trace asbestos containing materials are not regulated by the USEPA but are regulated by the United States Department of Labor Occupational Safety and Health Administration (OSHA). The following table summarizes the analytical results.

Prior to commencement of the assessment, EC performed an archive search to retrieve all historical sampling data for the subject property. Review of the archived reports revealed the presence of one previously identified asbestos containing material. For convenience, relevant sampling data is included in Table 3 below.

Table 3 – ACM Sampling Analytical Results Summary Union County Courthouse 2 Broad Street Elizabeth, New Jersey			
ID #	Material	PLM Results	TEM Results
01	2' x 4' Fissure Dot Ceiling Tile	None Detected	N/A
02	Black Cove Baseboard	None Detected	None Detected
02-A	Glue associated with Black Cove Baseboard*	<1% Chrysotile	<0.10% Chrysotile
03	Yellow/Brown Carpet Glue	None Detected	None Detected
04	Sheetrock	None Detected	N/A
04-A	Compound associated with Sheetrock	None Detected	N/A
05	Wallpaper	None Detected	N/A
06	Maroon Cove Baseboard	None Detected	None Detected
06-A	Glue associated with Maroon Cove Baseboard	None Detected	None Detected

**Table 3 – ACM Sampling Analytical Results Summary****Union County Courthouse****2 Broad Street****Elizabeth, New Jersey**

ID #	Material	PLM Results	TEM Results
07	Yellow Carpet Glue	None Detected	None Detected
08	2' x 2' White Smooth Ceiling Tile	None Detected	N/A
Previously Sampled Building Materials			
101	Grey Coat Plaster	Previously Sampled – None Detected	
101-A	Skim Coat over Grey Coat Plaster	Previously Sampled – None Detected	
102	Terra Cotta Block	Previously Sampled – None Detected	
102-A	Mortar Associated with Terra Cotta Block	Previously Sampled – None Detected	
103	Compressed Paper Pipe Insulation	Previously Sampled – 25% Chrysotile	

* - Trace Asbestos Containing Material | N/A – Not Applicable

None of the newly identified suspect asbestos containing materials were found to contain greater than 1% asbestos content by weight. **One (1)** trace asbestos containing materials was identified during the inspection. This material, glue associated with black cove baseboard in the 15th floor office, is not considered Asbestos Containing Materials per the USEPA definition. However, in accordance with Part 1926.1101 (OSHA Asbestos Standard), EC recommends that engineering controls be employed during removal of these materials to avoid potential asbestos fiber release.

During the inspection, EC observed compressed paper pipe insulation in the pipe chase on the 15th floor. Based on that observation and past experience with the building, EC anticipates that additional, potentially damaged pipe insulation may be present in the pipe chase. Accordingly, EC recommends that a State of New Jersey Department of Labor and Workforce Development licensed Asbestos Abatement Contractor be engaged to perform all necessary exploratory demolition to repair the reported leak source.

Section 7.0 Lead Based Paint Screening

Lead based paint (LBP) was used extensively before 1960 because it was more durable than other paints available at the time. Due to the potential hazards of lead in paint, especially to children, lead-based paint was banned in 1977.

The United States Department of Housing and Urban Development (HUD), USEPA, and State of New Jersey Administrative Code (N.J.A.C.) 5:17, define lead-based paint as a coating which contains greater than 0.5% lead by weight or greater than 1.0 milligram of lead per square centimeter (mg/cm²). The disturbance or dislocation of lead-based paint or lead containing paint from building materials may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and/or building occupants. To mitigate health hazards, demolition and other construction related work is governed by the United States Department of Labor, Occupational Safety and Health Administration, (OSHA). Under OSHA's regulation, 29 CFR, Part 1926.62, "Lead in Construction Standard", construction work is defined as work for alteration and/or repair, including demolition or salvage of structures, removal or encapsulation of materials containing lead.



EC utilized a portable X-Ray Fluorescence (XRF) device manufactured by Heuresis, Inc., of Burlington, Massachusetts (Serial #2320), to detect the presence of lead within the paint films and other finished surfaces (stains, varnishes, and shellacs). The device bombards the testing surface with X-ray energy, generated by a radioactive source. The energy excites electrons in the testing surface causing them to emit energy. The energy emitted by the electrons is analyzed by the XRF device. Based on analysis of the energy emitted by the electrons, the device is able to determine the presence and concentration of an element, e.g. Lead, in the testing surface. Results are reported in milligrams per square centimeter. New Jersey Administrative Code (N.J.A.C.) 5:17, defines any film which contains greater than 1.0 milligram of lead per square centimeter (mg/cm^2) as lead-based paint.

The screening was performed to characterize the surfaces within the impacted areas to determine if any coatings are lead-based. EC grouped similar building components with the like paint histories for testing purposes. The complete Lead-Based Paint Screening data sheets are included in Attachment IV of this report.

All surfaces evaluated were determined not to contain lead in concentrations greater than $1.0 \text{ mg}/\text{cm}^2$. OSHA'S "Lead Safe Work Practices in Construction" standard applies to all renovation activities that may impact materials classified as "lead based" or "lead containing".

Section 8.0 Project Limitations/Disclaimers

The Client should be advised that quantities referenced herein are estimates/approximations. EC made every effort, inclusive of selective demolition, to access and sample all suspect hazardous materials that may be impacted by the planned demolition activities. Where present, these materials were sampled in accordance with applicable Federal and State Regulations. EC does not claim that hidden materials may not still be present and inaccessible on, within, or beneath the various building components. EC does, however, assure that due diligence was observed in performing sampling as generally recognized by industry practices.

Should a previously unidentified suspect hazardous material be uncovered during renovation/remediation, activities should cease until the composition of the material is determined through sampling and analysis in accordance with 40 CFR, Part 763, and N.J.A.C. 8:60 and 12:120 for asbestos, inclusive of utilizing USEPA accredited Asbestos Building Inspectors to collect the appropriate number of samples and an AIHA accredited laboratory that is a NVLAP participant.

Section 9.0 Recommendations

Based on the results of the inspection and the conclusions above, EC offers the following recommendations.

- Employ a USEPA accredited Asbestos Project Designer to develop Plans and Specifications for the asbestos abatement/repair prior to renovation/remediation activities.
- Utilize a New Jersey Department of Labor licensed Asbestos Contractor to perform necessary exploratory demolition, abate, and repair identified asbestos containing materials prior to



renovation/remediation in accordance with federal and New Jersey requirements for asbestos abatement in public buildings.

1. Repair/abatement work will require selective demolition of the pipe chase on each floor.
 2. Demolition and repair work shall be performed in a negative pressure enclosure.
- Perform air monitoring in accordance with federal and New Jersey requirements for asbestos abatement. EC recommends daily air monitoring during abatement activities in addition to clearance air monitoring at the completion of abatement.
 - Removal or disturbance of materials containing trace amounts of asbestos should be performed in accordance with the November 2003 clarification issued by OSHA regarding removal of materials containing less than one (1) percent asbestos by weight. Briefly, the clarification prohibits certain methods of removal, requires wet methods during removal and requires prompt clean-up and disposal of removed material(s).
 - Engage a Microbial Remediation Contractor to remove all identified mold and moisture impacted building materials. Remediation activities should include: Gross debris removal, the removal of all water damaged building materials inclusive of ceiling tiles and their associated grids, the removal of soiled carpets, the removal of mold impacted sheetrock and the stabilization of underlying plaster. Following gross removal, all remaining surfaces should be vacuumed with High Efficiency Particulate Air (HEPA) filter equipped vacuums and treated with an anti-microbial solution. At minimum, remediation activities should be performed inside a neutral pressure containment equipped with HEPA filter equipped air filtration devices.

Should you have any questions or require additional information, please contact the undersigned at your convenience.

Respectfully Submitted:
ENVIRONMENTAL CONNECTION, INC.

Jordan Reed, CIH
Project Manager

Attachment I

Surface Swab Sampling Chain of Custody and Certificate of Analysis



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-0262

<http://www.EMSL.com> / cinnmicrolab@emsl.com

EMSL Order: 372209052

Customer ID: ENVI65

Customer PO: 22236-01

Project ID: IAQ

Attention: Jordan Reed
Environmental Connection, Inc.
120 North Warren Street
Trenton, NJ 08608

Phone: (609) 392-4200

Fax:

Collected Date:

Received Date: 06/13/2022

Analyzed Date: 06/14/2022

Project: 22236-01/ CME Associates/ IAQ/ Union Courthouse (IAQ)

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number: Client Sample ID: Sample Location:	372209052-0001 SW-01 Sheetrock Wall behind Wallpaper 14th Floor Corner Office	372209052-0002 SW-02 Sheetrock Wall behind Wallpaper 13th Floor Corner Office			
Spore Types	Category	Category			
Alternaria (Ulocladium)	-	-			
Ascospores	-	-			
Aspergillus/Penicillium	-	-			
Basidiospores	-	-			
Bipolaris++	-	-			
Chaetomium++	-	-			
Cladosporium	-	-			
Curvularia	-	-			
Epicoccum	-	-			
Fusarium++	-	-			
Ganoderma	-	-			
Myxomycetes++	-	-			
Pithomyces++	-	-			
Rust	-	-			
Scopulariopsis/Microascus	-	-			
Stachybotrys/Memnoniella	-	*High*			
Unidentifiable Spores	-	-			
Zygomycetes	-	-			
Ascotricha	-	Rare			
Aspergillus	*High*	*High*			
Hyphal Fragment	-	-			
Insect Fragment	-	-			
Pollen	-	-			
Fibrous Particulate	Rare	-			

Category: Count/per area analyzed - Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

- Denotes Not Detected.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

* = Sample contains fruiting structures and/or hyphae associated with the spores.

No discernable field blank was submitted with this group of samples.

Vincent Iuzzolino, M.S., Laboratory Director
or other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-EMLAP Accredited #100194

Initial report from: 06/14/2022 03:52 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

372209052

Client : CHE ASSOCIATES
 Project : IAG
 Building : UNION COURTHOUSE

Date : 6-13-22
 Technician : Reed
 Project # : 22236-01

SURFACE SWAB SAMPLE DATA COLLECTION FORM - FUNGI

SAMPLE # LAB #	LOCATION	SURFACE TYPE	AREA	
SW-01	Sheetrock wall behind wallpaper	Sheetrock	2 in ²	
	14 th FLOOR CORNER OFFICE			
SW-02	Sheetrock wall behind wallpaper	Sheetrock	2 in ²	
	13 th FLOOR CORNER OFFICE			

RECEIVED
 EMSL
 CINNAMINSON, NJ
 2022 JUN 13 PM 4:56

CHECK EACH BOX THAT APPLIES

- ☒ Fungi Direct ID M041
 ☐ Bacteria Count and ID - TSA
 ☐ 10 Day TAT
 ☐ 13 Day TAT
 ☒ Other :24 Hr. TAT

CHAIN OF CUSTODY RECORD (CCR)

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME	REASON FOR CCR
JOR	6/13/22		[Signature]	6/13/22	4:55	

COMMENTS:

Attachment II

Airborne Fungal/Spore Sampling Chain of Custody and Certificate of Analysis



EMSL Analytical, Inc.

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Trenton, NJ 08608

Phone: (609) 392-4200

Fax:

Collected Date: 06/13/2022

Received Date: 06/13/2022

Analyzed Date: 06/14/2022

Project: CME Associates IAQ Union Courthouse 22236-01

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

Lab Sample Number	Particle Identification	Sample Concentration (counts/m³)	Background Concentration (counts/m³)	Background Corrected (counts/m³)
372209039-0001	Alternaria (Ulocladium)	None Detected	20	Less than Background
	Ascospores	None Detected	1100	Less than Background
	Aspergillus/Penicillium	None Detected	100	Less than Background
Client Sample ID	Basidiospores	20	5180	Less than Background
	Bipolaris++	None Detected	20	Less than Background
	Chaetomium++	None Detected	None Detected	Equal To Background
ST-01	Cladosporium	60	690	Less than Background
	Curvularia	None Detected	None Detected	Equal To Background
	Epicoccum	None Detected	20	Less than Background
Location	Fusarium++	None Detected	None Detected	Equal To Background
	Ganoderma	None Detected	None Detected	Equal To Background
	Myxomycetes++	None Detected	None Detected	Equal To Background
15th Floor Corner Office	Pithomyces++	None Detected	None Detected	Equal To Background
	Rust	None Detected	None Detected	Equal To Background
	Scopulariopsis/Microascus	None Detected	None Detected	Equal To Background
Sample Volume (L)	Stachybotrys/Memnoniella	20	None Detected	20
	Unidentifiable Spores	None Detected	60	Less than Background
	Zygomycetes	None Detected	None Detected	Equal To Background
Sample Type	Oidium++	None Detected	7*	Less than Background
	Total Fungi	100	7197	Less than Background
	Other			
Comments	Hyphal Fragment	None Detected	None Detected	Equal To Background
	Insect Fragment	None Detected	None Detected	Equal To Background
	Pollen	None Detected	None Detected	Equal To Background
	Fibrous Particulate (1-4)	1	1	Equal To Background
	Analytical Sensitivity 300x:	20	counts/cubic meter	
	Analytical Sensitivity 600x:	7*	counts/cubic meter	
	Skin Fragments:	1	1 to 4 (low to high)	
	Fibrous Particulate:	1	1 to 4 (low to high)	
	Background:	3	1 to 4 (low to high); 5 (overloaded)	

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Vincent Iuzzolino, M.S., Laboratory Director
or other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-EMLAP Accredited #100194

Initial report from: 06/14/2022 03:40 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



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Fax:

Collected Date: 06/13/2022

Received Date: 06/13/2022

Analyzed Date: 06/14/2022

Project: CME Associates IAQ Union Courthouse 22236-01

Test Report: Air-O-Cell(™) Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Sample Concentration (counts/m³)	Background Concentration (counts/m³)	Background Corrected (counts/m³)
Lab Sample Number	Alternaria (Ulocladium)	None Detected	20	Less than Background
	Ascospores	200	1100	Less than Background
372209039-0002	Aspergillus/Penicillium	None Detected	100	Less than Background
	Basidiospores	2430	5180	Less than Background
Client Sample ID	Bipolaris++	None Detected	20	Less than Background
	Chaetomium++	None Detected	None Detected	Equal To Background
ST-02	Cladosporium	100	690	Less than Background
	Curvularia	None Detected	None Detected	Equal To Background
Location	Epicoccum	None Detected	20	Less than Background
	Fusarium++	None Detected	None Detected	Equal To Background
14th Floor Corner Office	Ganoderma	None Detected	None Detected	Equal To Background
	Myxomycetes++	None Detected	None Detected	Equal To Background
Sample Volume (L)	Pithomyces++	None Detected	None Detected	Equal To Background
	Rust	None Detected	None Detected	Equal To Background
150	Scopulariopsis/Microascus	None Detected	None Detected	Equal To Background
	Stachybotrys/Memnoniella	None Detected	None Detected	Equal To Background
Sample Type	Unidentifiable Spores	20	60	Less than Background
	Zygomycetes	None Detected	None Detected	Equal To Background
Inside	Oidium++	None Detected	7*	Less than Background
	Total Fungi	2750	7197	Less than Background
Comments	Other			
	Hyphal Fragment	None Detected	None Detected	Equal To Background
	Insect Fragment	None Detected	None Detected	Equal To Background
	Pollen	20	None Detected	20
	Fibrous Particulate (1-4)	1	1	Equal To Background
	Analytical Sensitivity 300x:	20	counts/cubic meter	
	Analytical Sensitivity 600x:	7*	counts/cubic meter	
	Skin Fragments:	1	1 to 4 (low to high)	
	Fibrous Particulate:	1	1 to 4 (low to high)	
	Background:	1	1 to 4 (low to high); 5 (overloaded)	

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Vincent Iuzzolino, M.S., Laboratory Director

or other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-EMLAP Accredited #100194

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Fax:

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Analyzed Date: 06/14/2022

Project: CME Associates IAQ Union Courthouse 22236-01

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Sample Concentration (counts/m³)	Background Concentration (counts/m³)	Background Corrected (counts/m³)
Lab Sample Number	Alternaria (Ulocladium)	None Detected	20	Less than Background
	Ascospores	None Detected	1100	Less than Background
	Aspergillus/Penicillium	None Detected	100	Less than Background
372209039-0003	Basidiospores	100	5180	Less than Background
Client Sample ID	Bipolaris++	None Detected	20	Less than Background
	Chaetomium++	None Detected	None Detected	Equal To Background
	Cladosporium	None Detected	690	Less than Background
ST-03	Curvularia	None Detected	None Detected	Equal To Background
	Epicoccum	7*	20	Less than Background
	Fusarium++	None Detected	None Detected	Equal To Background
Location	Ganoderma	None Detected	None Detected	Equal To Background
	Myxomycetes++	None Detected	None Detected	Equal To Background
	Pithomyces++	None Detected	None Detected	Equal To Background
Sample Volume (L)	Rust	None Detected	None Detected	Equal To Background
	Scopulariopsis/Microascus	None Detected	None Detected	Equal To Background
	Stachybotrys/Memnoniella	None Detected	None Detected	Equal To Background
150	Unidentifiable Spores	None Detected	60	Less than Background
	Zygomycetes	None Detected	None Detected	Equal To Background
	Oidium++	None Detected	7*	Less than Background
Sample Type	Total Fungi	107	7197	Less than Background
	Other			
	Hyphal Fragment	None Detected	None Detected	Equal To Background
Inside	Insect Fragment	None Detected	None Detected	Equal To Background
	Pollen	7*	None Detected	7
	Fibrous Particulate (1-4)	1	1	Equal To Background
Comments	Analytical Sensitivity 300x:	20	counts/cubic meter	
	Analytical Sensitivity 600x:	7*	counts/cubic meter	
	Skin Fragments:	1	1 to 4 (low to high)	
	Fibrous Particulate:	1	1 to 4 (low to high)	
	Background:	1	1 to 4 (low to high); 5 (overloaded)	

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Vincent Iuzzolino, M.S., Laboratory Director
or other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-EMLAP Accredited #100194

Initial report from: 06/14/2022 03:40 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-0262

<http://www.EMSL.com> / cinnmicrolab@emsl.com

EMSL Order: 372209039

Customer ID: ENVI65

Customer PO:

Project ID:

Attention: J. Reed
Environmental Connection, Inc.
120 North Warren Street
Trenton, NJ 08608

Phone: (609) 392-4200

Fax:

Collected Date: 06/13/2022

Received Date: 06/13/2022

Analyzed Date: 06/14/2022

Project: CME Associates IAQ Union Courthouse 22236-01

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Sample Concentration (counts/m³)	Background Concentration (counts/m³)	Background Corrected (counts/m³)
Lab Sample Number	Alternaria (Ulocladium)	20	N/A	N/A
	Ascospores	1100	N/A	N/A
	Aspergillus/Penicillium	100	N/A	N/A
372209039-0004	Basidiospores	5180	N/A	N/A
	Bipolaris++	20	N/A	N/A
	Chaetomium++	None Detected	N/A	N/A
Client Sample ID	Cladosporium	690	N/A	N/A
	Curvularia	None Detected	N/A	N/A
	Epicoccum	20	N/A	N/A
ST-04	Fusarium++	None Detected	N/A	N/A
	Ganoderma	None Detected	N/A	N/A
	Myxomycetes++	None Detected	N/A	N/A
Location	Pithomyces++	None Detected	N/A	N/A
	Rust	None Detected	N/A	N/A
	Scopulariopsis/Microascus	None Detected	N/A	N/A
Exterior	Stachybotrys/Memnoniella	None Detected	N/A	N/A
	Unidentifiable Spores	60	N/A	N/A
	Zygomycetes	None Detected	N/A	N/A
Sample Volume (L)	Oidium++	7*	N/A	N/A
	Total Fungi	7197	N/A	N/A
	Other			
150	Hyphal Fragment	None Detected	N/A	N/A
	Insect Fragment	None Detected	N/A	N/A
	Pollen	None Detected	N/A	N/A
Sample Type	Fibrous Particulate (1-4)	1	N/A	N/A
	Analytical Sensitivity 300x:	20	counts/cubic meter	
	Analytical Sensitivity 600x:	7*	counts/cubic meter	
Background	Skin Fragments:	1	1 to 4 (low to high)	
	Fibrous Particulate:	1	1 to 4 (low to high)	
	Background:	1	1 to 4 (low to high); 5 (overloaded)	
Comments				

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Vincent Iuzzolino, M.S., Laboratory Director

or other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-EMLAP Accredited #100194

Initial report from: 06/14/2022 03:40 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



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200 Route 130 North Cinnaminson, NJ 08077

Tel/Fax: (800) 220-3675 / (856) 786-0262

<http://www.EMSL.com> / cinnmicrolab@emsl.com

EMSL Order: 372209039

Customer ID: ENVI65

Customer PO:

Project ID:

Attention: J. Reed
Environmental Connection, Inc.
120 North Warren Street
Trenton, NJ 08608

Phone: (609) 392-4200

Fax:

Collected Date: 06/13/2022

Received Date: 06/13/2022

Analyzed Date: 06/14/2022

Project: CME Associates IAQ Union Courthouse 22236-01

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods MICRO-SOP-201, ASTM D7391)

	Particle Identification	Sample Concentration (counts/m³)	Background Concentration (counts/m³)	Background Corrected (counts/m³)
Lab Sample Number	Alternaria (Ulocladium)	-	20	
	Ascospores	-	1100	
372209039-0005	Aspergillus/Penicillium	-	100	
	Basidiospores	-	5180	
Client Sample ID	Bipolaris++	-	20	
	Chaetomium++	-	-	
ST-05	Cladosporium	-	690	
	Curvularia	-	-	
Location	Epicoccum	-	20	
	Fusarium++	-	-	
Blank	Ganoderma	-	-	
	Myxomycetes++	-	-	
Sample Volume (L)	Pithomyces++	-	-	
	Rust	-	-	
-	Scopulariopsis/Microascus	-	-	
	Stachybotrys/Memnoniella	-	-	
Sample Type	Unidentifiable Spores	-	60	
	Zygomycetes	-	-	
Blank	Oidium++	-	7*	
	Total Fungi	No Trace	7197	
Comments	Other			
	Hyphal Fragment	-	-	
	Insect Fragment	-	-	
	Pollen	-	-	
	Fibrous Particulate (1-4)	-	1	
	Analytical Sensitivity 300x:	0	counts/cubic meter	
	Analytical Sensitivity 600x:	0*	counts/cubic meter	
	Skin Fragments:		1 to 4 (low to high)	
	Fibrous Particulate:		1 to 4 (low to high)	
	Background:		1 to 4 (low to high); 5 (overloaded)	

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

Vincent Iuzzolino, M.S., Laboratory Director

or other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ AIHA-LAP, LLC-EMLAP Accredited #100194

Initial report from: 06/14/2022 03:40 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



Date: 6-13-22
Technician: Rced
Project #: 22236-01

[illegible]

☐ 6 hr. TAT ☒ 24 hr. TAT ☐ 48 hr. TAT ☐ 3 Day TAT

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME
<i>AK</i>	6-13-22		<i>[Signature]</i> WJZ	6/17/22	454

120 North Warren Street • Trenton, New Jersey 08608 • tel: 609-392-4200 • fax: 609-392-1216

Attachment III

Asbestos Containing Materials Chains of Custody and Certificates of Analysis



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
 Phone/Fax: (800) 220-3675 / (856) 786-5974
<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order ID: 042213654
 Customer ID: ENVI65
 Customer PO:
 Project ID:

Attn: Jordan Reed
 Environmental Connection, Inc.
 120 North Warren Street
 Trenton, NJ 08608

Phone: (609) 392-4200
Fax:
Collected: 6/13/2022
Received: 6/13/2022
Analyzed: 6/21/2022

Proj: CHE Associates / ACM Inspection / Union Courthouse / 2236-01

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 01JR061322 **Lab Sample ID:** 042213654-0001
Sample Description: 15th Floor Corner Office/2x4 Fissure Dot Ceiling

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Gray/White	80.0%	20.0%	None Detected	

Client Sample ID: 02JR061322 **Lab Sample ID:** 042213654-0002
Sample Description: 15th Floor Corner Office/2x4 Fissure Dot Ceiling

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Gray/White	80.0%	20.0%	None Detected	

Client Sample ID: 03JR061322-Cove Baseboard **Lab Sample ID:** 042213654-0003
Sample Description: 15th Floor Corner Office/Black Cove Baseboard

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Black	0.0%	100.0%	None Detected	
TEM Grav. Reduction	6/20/2022	Black	0.0%	100.0%	None Detected	

Client Sample ID: 03AJR061322-Glue **Lab Sample ID:** 042213654-0003A
Sample Description: 15th Floor Corner Office/Glue w/Black Cove

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Brown/Yellow	0.0%	100.0%	<1% Chrysotile	Result includes a small amount of inseparable attached material
TEM Grav. Reduction	6/21/2022	Brown/Yellow	0.0%	100.0%	<0.10% Chrysotile	

Client Sample ID: 04JR061322-Cove Baseboard **Lab Sample ID:** 042213654-0004
Sample Description: 15th Floor Corner Office/Black Cove Baseboard

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Black	0.0%	100.0%	None Detected	

Client Sample ID: 04AJR061322-Glue **Lab Sample ID:** 042213654-0004A
Sample Description: 15th Floor Corner Office/Glue w/Black Cove

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Brown/Yellow	0.0%	100.0%	<1% Chrysotile	Result includes a small amount of inseparable attached material



EMSL Analytical, Inc.

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Phone/Fax: (800) 220-3675 / (856) 786-5974
<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order ID: 042213654
Customer ID: ENVI65
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 05JR061322

Lab Sample ID: 042213654-0005

Sample Description: 15th Floor Corner Office/Yellow/Brown Carpet Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	3rown/Black/Yellow	0.0%	100.0%	None Detected	
TEM Grav. Reduction	6/20/2022	3rown/Black/Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 06JR061322

Lab Sample ID: 042213654-0006

Sample Description: 15th Floor Corner Office/Yellow/Brown Carpet Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	3rown/Black/Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 07JR061322-Sheetrock

Lab Sample ID: 042213654-0007

Sample Description: 14th Floor Corner Office/Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Brown/White	20.0%	80.0%	None Detected	

Client Sample ID: 07AJR061322-Joint Compound

Lab Sample ID: 042213654-0007A

Sample Description: 14th Floor Corner Office/Joint Compound

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	White	0.0%	100.0%	None Detected	

Client Sample ID: 08JR061322-Sheetrock

Lab Sample ID: 042213654-0008

Sample Description: 14th Floor Corner Office/Sheetrock

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Brown/White	20.0%	80.0%	None Detected	

Client Sample ID: 08A-JR061322-Joint Compound

Lab Sample ID: 042213654-0008A

Sample Description: 14th Floor Corner Office/Joint Compound

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	White	0.0%	100.0%	None Detected	

Client Sample ID: 09JR061322

Lab Sample ID: 042213654-0009

Sample Description: 14th Floor Corner Office/Wallpaper

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	White	20.0%	80.0%	None Detected	

Client Sample ID: 10JR061322

Lab Sample ID: 042213654-0010

Sample Description: 14th Floor Corner Office/Wallpaper

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	White	10.0%	90.0%	None Detected	



EMSL Analytical, Inc.

200 Route 130 North Cinnaminson, NJ 08077
Phone/Fax: (800) 220-3675 / (856) 786-5974
<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order ID: 042213654
Customer ID: ENVI65
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Client Sample ID: 11JR061322-Cove Baseboard

Lab Sample ID: 042213654-0011

Sample Description: 14th Floor Corner Office/Maroon Cove Baseboard

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Red	0.0%	100.0%	None Detected	
TEM Grav. Reduction	6/20/2022	Red	0.0%	100.0%	None Detected	

Client Sample ID: 11AJR061322-Glue

Lab Sample ID: 042213654-0011A

Sample Description: 14th Floor Corner Office/Glue w/Maroon Cove

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Yellow	0.0%	100.0%	None Detected	
TEM Grav. Reduction	6/20/2022	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 12JR061322-Cove Baseboard

Lab Sample ID: 042213654-0012

Sample Description: 14th Floor Corner Office/Maroon Cove Baseboard

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Red	0.0%	100.0%	None Detected	

Client Sample ID: 12AJR061322-Glue

Lab Sample ID: 042213654-0012A

Sample Description: 14th Floor Corner Office/Glue w/Maroon Cove

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 13JR061322

Lab Sample ID: 042213654-0013

Sample Description: 14th Floor Corner Office/Yellow Carpet Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Yellow	0.0%	100.0%	None Detected	
TEM Grav. Reduction	6/20/2022	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 14JR061322

Lab Sample ID: 042213654-0014

Sample Description: 14th Floor Corner Office/Yellow Carpet Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 15JR061322

Lab Sample ID: 042213654-0015

Sample Description: 14th Floor Corner Office/2x2 White Smooth Ceiling Tile

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Gray/White	80.0%	20.0%	None Detected	

Client Sample ID: 16JR061322

Lab Sample ID: 042213654-0016

Sample Description: 14th Floor Corner Office/2x2 White Smooth Ceiling Tile

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/15/2022	Gray/White	80.0%	20.0%	None Detected	



EMSL Analytical, Inc.

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<http://www.EMSL.com> / cinnasblab@EMSL.com

EMSL Order ID: 042213654
Customer ID: ENVI65
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Material via EPA 600/R-93/116

Analyst(s):

Amy Schulze PLM (11)
Michelle Quach PLM (11)
Seri Smith TEM Grav. Reduction (6)

Reviewed and approved by:

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NJ DEP 03036, PA ID# 68-00367, LA #04127

Report amended: 06/21/2022 10:47:25 Replaces initial report from: 06/15/2022 10:38:51 Reason Code: Client-Additional Analysis



042213654

ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Survey Form 04

CLIENT : CHE Associates
 PROJECT : ACM Inspection
 BUILDING : Union Courthouse

DATE : 06-13-22
 TECHNICIAN: Reed
 PROJECT # : 22236-01

ASBESTOS ANALYSIS OF BULK MATERIALS via EPA600/R-93/116 USING PLM

MATERIAL DESCRIPTION	SAMPLE	HOMO. AREA ID	ROOM NUMBER	PLM or TEM NOB
2x4 fissure dot ceiling tile	01-JR061322	01	15 th floor corner office	2022 JUN 14 RECEIVED CINNAMINSON, NJ EMSL PLM → TEM
2x4 fissure dot ceiling tile	02-JR061322	01	15 th floor corner office	PLM
black cove baseboard	03-JR061322	02	15 th floor corner office	PLM → TEM
glue w/ black cove	02A-JR061322	02A	15 th floor corner office	PLM → TEM
black cove baseboard	04-JR061322	02	15 th floor corner office	PLM
glue w/ black cove	04A-JR061322	02A	15 th floor corner office	PLM
yellow/brown carpet glue	05-JR061322	03	15 th floor corner office	PLM → TEM
yellow/brown carpet glue	06-JR061322	03	15 th floor corner office	PLM
Sheetrock	07-JR061322	04	14 th floor corner office	PLM
Compound w/ sheetrock	07A-JR061322	04A	14 th floor corner office	PLM
Sheetrock	08-JR061322	04	14 th floor corner office	PLM
Compound w/ sheetrock	08A-JR061322	04A	14 th floor corner office	PLM
Wallpaper	09-JR061322	05	14 th floor corner office	PLM
Wallpaper	10-JR061322	05	14 th floor corner office	PLM
Maroon cove baseboard	11-JR061322	06	14 th floor corner office	PLM → TEM
glue w/ maroon cove	11A-JR061322	06A	14 floor corner office	PLM → TEM

CHECK EACH BOX THAT APPLIES

- ☐ Point Count Sample if <10% Asbestos by Weight
☐ NOB's - TEM if Sample(s) are None Detected or <1%
☒ Stop at First Positive Homo. Area ID Code
☐ 6 hr. TAT
☒ 48 hr. TAT
☐ 5 Day TAT
☐ Other _____

CHAIN OF CUSTODY RECORD (CCR)

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME	REASON FOR CCR
	6.13.22			6/15/22	455	

COMMENTS:

ENVIRONMENTAL CONNECTION INC

Survey Form 04

DATE : 6-13-22
TECHNICIAN: Reed
PROJECT # : 22236-01

[illegible]

☐ Point Count Sample if <10% Asbestos by Weight
 ☐ NOB's - TEM if Sample(s) are None Detected or <1%
 ☒ Stop at First Positive Homo. Area ID Code

☐ 6 hr. TAT
 ☒ 48 hr. TAT
 ☐ 5 Day TAT
 ☐ Other _____

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME	REASON FOR CCR

120 North Warren Street • Trenton, New Jersey 08608 • tel: 609-392-4200 • fax: 609-392-1216

Attachment IV

Lead-Based Paint Screening Data



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: June 13, 2022
Client: CME Associates
Building: Union County Courthouse
Address: 2 Broad Street
Elizabeth, New Jersey
 22177-01 Report
 Sebring NJ Auditorii

Page: 1 of 2
Unit #: 1
Job#: 06-13-22-1000
XRF Serial #: 2320
EC#: 22236-01

XRF LEAD BASED PAINT INSPECTION DATA SHEET

Sample #	Test Location/Room Equivalent	Substrate	Component	XRF Value	Classification (pos., neg., inc.)	Condition/ Comments
1	Calibration	-	-	1.0	-	-
2	Calibration	-	-	1.0	-	-
3	Calibration	-	-	0.0	-	-
4	13 th Floor Corner Office Wall C	SR	W	0.4	Neg.	
5	13 th Floor Corner Office Wall C	PL	Column	0.8	Neg.	
6	13 th Floor Corner Office Wall D	SR	W	0.3	Neg.	
7	13 th Floor Corner Office Wall A	SR	W	0.1	Neg.	
8	13 th Floor Corner Office Wall D	M	Radiator	0.9	Neg.	
9	14 th Floor Corner Office Wall A	SR	W	0.2	Neg.	
10	14 th Floor Corner Office Wall B	SR	W	0.2	Neg.	
11	14 th Floor Corner Office Wall C	SR	W	0.1	Neg.	
12	14 th Floor Corner Office Wall D	SR	W	0.1	Neg.	
13	14 th Floor Office 1405 Wall C	PL	W	0.2	Neg.	

Lead Inspector/Risk Assessor: Jordan Reed

Substrate: SR = Sheetrock C = concrete B = Brick W = Wood PL = Plaster CB = Cinderblock M = Metal

Component: W = Wall F = Floor C = Ceiling Wd = Window WF = Window Frame WC = Window Casing WM = Window Mullion WS = Window Sill WSH = Window Sash
D = Door DF = Door Frame DC = Door Casing DJ = Door Jamb H = Header CB = Covebase T = Trim CR = Chair Rail S = Stairs Ri = Riser Ru = Runner SM Stair Mullion



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: June 13, 2022
Client: CME Associates
Building: Union County Courthouse
Address: 2 Broad Street
Elizabeth, New Jersey

Page: 2 of 2
Unit #: 1
Job#: 06-13-22-1000
XRF Serial #: 2320
EC#: 22236-01

XRF LEAD BASED PAINT INSPECTION DATA SHEET

Sample #	Test Location/Room Equivalent	Substrate	Component	XRF Value	Classification (pos., neg., inc.)	Condition/ Comments
14	14 th Floor Office 1405 Wall C	PL	W	0.5	Neg.	
15	15 th Floor Office Wall A	PL	W	0.3	Neg.	
16	15 th Floor Office Wall B	PL	W	0.3	Neg.	
17	15 th Floor Office Wall C	PL	W	0.4	Neg.	
18	15 th Floor Office Wall D	PL	W	0.4	Neg.	
19	Post-Calibration	-	-	1.1	-	-
20	Post-Calibration	-	-	1.1	-	-
21	Post-Calibration	-	-	1.1	-	-

Lead Inspector/Risk Assessor: Jordan Reed

Substrate: SR = Sheetrock C = concrete B = Brick W = Wood PL = Plaster CB = Cinderblock M = Metal

Component: W = Wall F = Floor C = Ceiling Wd = Window WF = Window Frame WC = Window Casing WM = Window Mullion WS = Window Sill WSH = Window Sash
D = Door DF = Door Frame DC = Door Casing DJ = Door Jamb H = Header CB = Covebase T = Trim CR = Chair Rail S = Stairs Ri = Riser Ru = Runner SM Stair Mullion

Attachment V

Certifications/Accreditations

Certificate of Completion

awarded to

Jordan Reed

for successfully completing the prescribed course of study in

Pennsylvania Asbestos Building Inspector Refresher Course

under TSCA Title II, Virtual Teleconference

presented by

ACCESS TRAINING SERVICES, INC.

7921 River Road, Pennsauken, NJ 08110

(856) 665-3449

8/5/21

Course Date

N/A

Exam Date

8/5/22

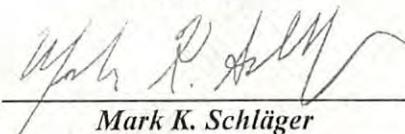
Expiration Date

Not Provided

Social Security Number

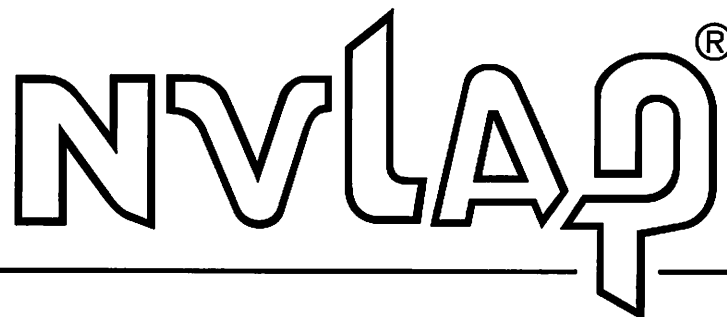
ACC-8621-6-020

Certificate Number



Mark K. Schlager
Training Director

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101048-0

EMSL Analytical, Inc.
Cinnaminson, NJ

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2021-07-01 through 2022-06-30

Effective Dates



For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
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Email: srundstrom@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

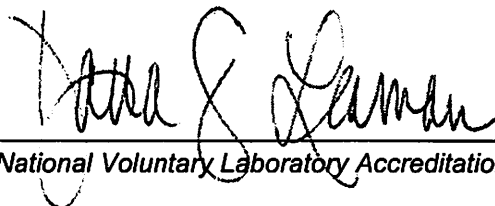
NVLAP LAB CODE 101048-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program

Attachment VI


Photograph Log



Photograph 1 – 15th Floor Office Debris and Damaged Plaster



Photograph 2 – 15th Floor Water Damaged Ceiling Tile


 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	June 13, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22236-01	Address	2 Broad Street, Elizabeth, New Jersey

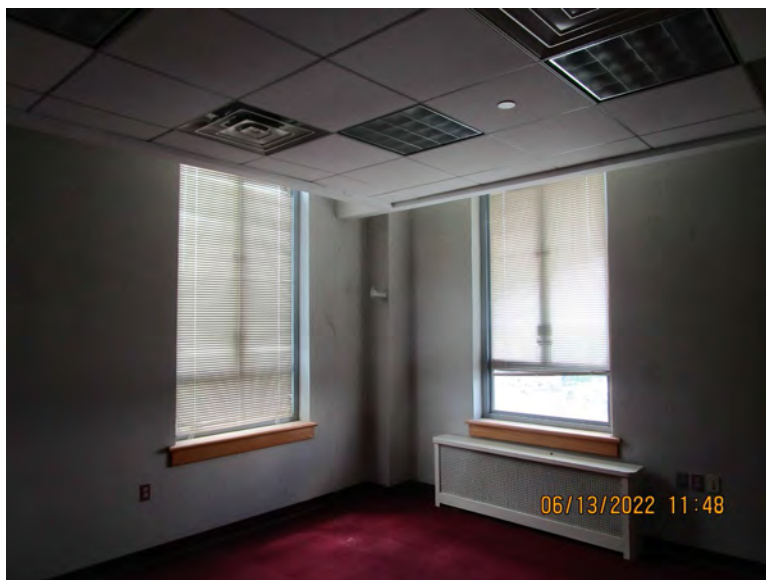


Photograph 3 – Two (2) Pipes Entering Chase on 15th Floor
Fiberglass Insulated Pipe in Foreground



Photographs 4 – Compressed Paper Insulation (ACM) at Penetration into
Chase
(Assume All Compressed Paper Insulation in the Chase)


 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	June 13, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22236-01	Address	2 Broad Street, Elizabeth, New Jersey



Photograph 5 – 14 Floor Office General View



Photograph 6 – 14th Floor Water Damaged Sheetrock and Ceiling Tiles


 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	June 13, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22236-01	Address	2 Broad Street, Elizabeth, New Jersey



Photograph 7 – 14th Floor Mold Growth On Sheetrock Behind Wallpaper




Photographs 8 & 9– 14th Floor – Plaster Behind Sheetrock and Suspect Mold Growth on Sheetrock Backing Paper

 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	June 13, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22236-01	Address	2 Broad Street, Elizabeth, New Jersey



Photograph 10 – 13th Floor Suspect Mold Growth on Sheetrock Behind Delaminating Wallpaper

 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	June 13, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22236-01	Address	2 Broad Street, Elizabeth, New Jersey

APPENDIX 2

MOISTURE AND MICROBIAL IMPACT ASSESSMENT REPORT – PREPARED
BY ENVIRONMENTAL CONNECTION INC FOR CME ASSOCIATES DATED
NOVEMBER 29, 2022



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

December 7, 2022

Ricardo Matias, P.E., CME, CFM, County Engineer
County of Union Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

Re: Supplemental Report of Findings for Moisture and Microbial Impact Assessment & Revised Technical Specifications for the Microbial Remediation and Asbestos O&M at Multiple Locations on the 12th – 15th Floors of the Union County Courthouse

Dear Mr. Matias:

CME Associates (CME) is pleased to provide for your review the enclosed report prepared by Environmental Connection Inc. (ECI), dated November 29, 2022, to document the Supplemental Moisture and Microbial Impact Assessment conducted at multiple locations on the 12th & 13th Floors of the Union County Courthouse in Elizabeth, New Jersey. This Report supplements the prior report issued on August 9, 2022 which documented an earlier assessment performed at multiple locations on the 13th - 15th Floors. On June 13, 2022, ECI performed the initial assessment to identify mold and moisture impacted building materials that must be remediated to facilitate planned renovation. On November 18, 2022, ECI returned to assess additional locations on the 12th & 13th Floors.

The assessment consisted of a visual inspection, the collection of occupant comfort parameter measurements (carbon dioxide, carbon monoxide, relative humidity, and temperature), the collection of microbial surface swab samples, and the collection of air samples to be analyzed for airborne mold/fungal spores. The assessment also included an inspection for hazardous building materials likely to be impacted by planned renovation activities. In summary, the results of the supplemental assessment are as follows:

- The visual inspection revealed the presence of moisture impacted building materials in all of the areas; however, suspect mold growth was only identified in two (2) of the locations. Suspect mold growth was observed on sheetrock in the 12th Floor Corner Office and in the 13th Floor Auxiliary Room. Analysis of swab samples collected from the impacted sheetrock walls confirm that the observed growths are mold.
- All air quality data measurements, with the exception of temperature, were within the acceptable range.
- EC's inspectors quantified, catalogued, and sampled suspect asbestos containing materials likely to be impacted by remediation/renovation activities. None of the newly identified



Attn: Ricardo Matias, P.E., CME, CFM, County Engineer

County of Union

Re: Report of Findings – Moisture and Microbial Impact Assessment
Union County Courthouse Multiple Locations at 12th-15th Floors

December 7, 2022

Page 2

suspect asbestos containing materials were found to contain greater than 1% asbestos content by weight., the threshold established by the USEPA for classification as an asbestos containing material.

- No lead-based paint films were identified during the assessment.

Recommendations

Based on the assessment findings, it is recommended that a licensed microbial remediation contractor be engaged to remove the moisture impacted building materials identified during the inspection. Remediation activities should include: Gross debris removal, the removal of all water damaged building materials inclusive of ceiling tiles and their associated grids, the removal of soiled carpets, the removal of mold impacted sheetrock and the stabilization of underlying plaster. Following gross removal, all remaining surfaces should be vacuumed with High Efficiency Particulate Air (HEPA) filter equipped vacuums and treated with an antimicrobial solution. At minimum, remediation activities should be performed inside a neutral pressure containment equipped with HEPA filter equipped air filtration devices.

The County should also retain a New Jersey Department of Labor licensed Asbestos Contractor to perform necessary exploratory demolition, abate, and repair identified asbestos containing materials prior to renovation/remediation in accordance with federal and New Jersey requirements for asbestos abatement in public buildings. Removal or disturbance of materials containing trace amounts of asbestos should be performed in accordance with the November 2003 clarification issued by OSHA regarding removal of materials containing less than one (1) percent asbestos by weight. During remediation of ACM, the County's contractor(s) should perform air monitoring in accordance with federal and New Jersey requirements for asbestos abatement.

Please review the attached supplemental report for the full sampling results and detailed recommendations, as well as the revised technical specifications for the remediation work at the Court House. Should you have any questions in this regard, please contact us at your convenience.

Very truly yours,
CME Associates

Behram Turan, P.E., LSRP- Principal
Director of Environmental Services

Enclosures



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

REPORT

Supplemental Moisture and Microbial Impact Assessment

Union County Courthouse – Multiple Locations
2 Broad Street
Elizabeth, New Jersey 07201

Prepared For:

CME Associates
3759 US Hwy 1 South – Suite 100
Monmouth Junction, New Jersey 08852

Prepared By:

Environmental Connection, Inc.
120 North Warren Street
Trenton, New Jersey 08608

November 29, 2022

EC Project #: 22402-01



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Section 1.0 Executive Summary

Environmental Connection, Inc., (EC) was contracted by CME Associates to perform a Moisture and Microbial Impact Assessment of three (3) locations on the 12th and 13th floors of the Union County Courthouse Building. The assessment was performed as an addendum to the Moisture and Microbial Assessment of the building performed in June 2022. For more information regarding the findings of the previous assessment see the report *Moisture and Microbial Impact Assessment* issued by EC on June 29, 2022. The supplemental assessment was performed to identify mold and moisture impacted building materials in the 12th Floor Hallway Men's Room, 12th Floor Corner Office, and the 13th Floor Auxiliary Room that are scheduled for renovation. The assessment consisted of a visual inspection, the collection of occupant comfort parameter measurements (carbon dioxide, carbon monoxide, relative humidity, and temperature), and the collection of microbial surface swab samples. The assessment also included an inspection for hazardous building materials likely to be impacted by planned renovation activities.

The visual inspection revealed the presence of moisture impacted building materials in all of the areas; however, suspect mold growth was only identified in two (2) of the locations. Suspect mold growth was observed on sheetrock in the 12th Floor Corner Office and in the 13th Floor Auxiliary Room. Analysis of swab samples collected from the impacted sheetrock walls confirm that the observed growths are mold. All air quality data measurements, with the exception of temperature, were within the acceptable range. Note: Due to ongoing renovation activities in the inspected areas, HVAC systems were not fully operational at the time of the assessment.

EC's inspectors quantified, catalogued, and sampled suspect asbestos containing materials likely to be impacted by remediation/renovation activities. None of the materials sampled were found to contain greater than 1% asbestos content by weight, the threshold established by the USEPA for classification as an asbestos containing material.

No lead-based paint films were identified during the assessment.

Section 2.0 Visual Inspection

12th Floor Hallway Men's Restroom

The Men's Restroom is an approximately 150 square foot room with ceramic tile covered floor and walls. The ceramic wall tile ends at the bottom of the lay-in ceiling tile grid approximately ten (10) feet above the floor. Plaster walls extend an additional six (6) feet above the lay-in tile grid to the plaster ceiling above. Evidence of water damage was observed on the plaster walls and ceiling of the restroom at the time of the assessment. The damage was prevalent in the rear corner of the room above the ceiling tile grid, where the plaster appeared to be disintegrating as a result of the water damage. EC noted that one section of damaged plaster appeared to cover a structural crossmember. Approximately 120 square feet of delaminated plaster was observed on the walls and ceiling and 30 square feet of plaster debris was observed on the floor. Three (3) water damaged ceiling tiles were observed at the time of inspection. Inspection of the plenum above the ceiling tile grid revealed delaminated paint on the plaster ceiling and paint and plaster debris on the backside of the ceiling tiles.



12th Floor Corner Office

The Corner office is a complex of three small rooms, an office, closet, and a restroom. Wallpaper covers two (2) of the walls in the office. Inspection of the wallpaper covered walls revealed suspect mold growth behind wallpaper adjacent to the window and behind wallpaper at the bottom of the shared sheetrock wall separating the office from the restroom. Note: The wallpaper covered wall adjacent to the window is plaster. No evidence of water intrusion or suspect mold growth was observed in the closet or the restroom at the time of inspection. Inspection of the plenum above the ceiling tile grid revealed approximately 320 square feet delaminating paint on the plaster wall and ceiling.

13th Floor Auxiliary Room

Per building representatives, a clogged condensate line associated with the air handler unit located above the ceiling tile grid of the 13th floor Auxiliary Room caused water infiltration that impacted the wallpaper lined sheetrock wall directly below. Visual inspection of the wall revealed the presence of suspect mold at the base of the wall and at the seams between wallpaper sheets. Inspection of the opposite side of the impacted wall, in Office 1304, revealed similar mold impact.

Section 3.0 Surface Sampling

3.1 Sampling and Analytical Methods

EC collected three (3) surface swab samples from suspect mold growths observed on sheetrock walls on the 12th and 13th floors. The swab samples were collected utilizing a "Precision" sterile swab or Culture Collection and Transport (CAT) system. The CAT system consists of a single plastic tube containing a small quantity of PDC-100 transport medium and a sterile swab. The sample was collected by opening the tube, removing the swab from the package, coating the cotton head of the swab with medium from the base of the tube, and wiping an approximately one (1) to two (2) square inch area. The swab is then placed back into the transport/culture media vessel at the base of the tube and preserved until laboratory arrival.

3.2 Results

Swab sampling analytical results are reported in Counts/Area Analyzed. The results are then categorized based on concentration. The categories are as follows:

Category	Counts/Area Analyzed
Rare	1-10
Low	11-100
Medium	101-1000
High	>1000

Analysis revealed that all three (3) samples contained "High" counts of various mold types commonly associated with water impacted building materials.



The sample collected from the 13th Floor sheetrock revealed “High” counts of *Alternaria* and *Stachybotrys/Memnoniella*. The sample collected from the 12th Floor Corner Office contained “High” counts of *Cladosporium*, *Aspergillus*, *Chaetomium*, and *Stachybotrys/Memnoniella*. The surface swab sampling results confirm the presence of mold growth in the 13th Floor Auxiliary Room and the 12th Floor Corner Office. See Attachment I for the Chain of Custody and Certificate of Analysis for Microbial Swab Sampling.

Section 4.0 Direct Reading Instrumentation

General occupant comfort parameter measurements (Temperature, Relative Humidity, Carbon Dioxide and, Carbon Monoxide) were collected during the investigation utilizing a TSI Incorporated Q-Trak™ Indoor Air Quality Monitor Model 7575 (Q-Trak). The Q- Trak is equipped with thermocouple sensors for temperature (measured in degrees Fahrenheit) and relative humidity (%RH), and an infrared sensor to measure Carbon Dioxide (CO₂) levels. An electrochemical sensor in the device measures Carbon Monoxide (CO) levels. Indoor air quality measurements are summarized in the following Table.

Table 1 – Wells Fargo Indoor Air Quality Measurements Union County Courthouse 2 Broad Street Elizabeth, New Jersey				
Location	CO (ppm)	CO₂ (ppm)	Temperature (°F)	Relative Humidity (%)
Exterior/ Fresh Air Calibration	0.0	372	43.2	27.6
13 th Floor Auxiliary Room between 1304 & 1305	0.0	404	62.5	37.6
12 th Floor Hall Men’s Restroom	0.0	495	69.0	31.4
12 th Floor Corner Office	0.0	468	61.6	27.4

4.1 Discussion and Data Interpretation

4.1.1 Carbon Monoxide

Carbon Monoxide (CO) is a colorless, odorless gas emitted from combustion processes. Nationally, and particularly in urban areas, the majority of CO emissions to ambient air come from mobile sources. CO can cause harmful health effects by reducing oxygen delivery to the body's organs (such as the heart and brain) and tissue. At extremely high levels, CO can cause death. The OSHA Permissible Exposure Limit (PEL) for an 8-hour Time Weighted Average (TWA) is not to exceed 35 ppm. In general, CO levels above the ambient concentration of 1 ppm suggests that exhaust fumes from a combustion source have migrated to occupied spaces. CO levels detected during the assessment were below the OSHA PEL.

4.1.2 Carbon Dioxide

The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc., (ASHRAE) Standard 62.1-2019, Ventilation for Acceptable Indoor Air Quality, indicates that, in an office building, Carbon Dioxide concentrations of approximately 700 ppm above the outdoor level reflect that the



appropriate fresh air exchange is being provided by the HVAC system. All measurements were within the referenced range.

4.1.3 Temperature and Relative Humidity

The ASHRAE 55-2020 Standard recommends temperatures of 67 to 79°F for people wearing typical seasonable clothing during light sedentary activity. ASHRAE also recommends that spaces served by HVAC systems be provided with dehumidification components and controls to limit indoor humidity to a maximum dewpoint of 60°F and to maintain relative humidity below 65%. All recorded relative humidity measurements were within the recommended criteria. Two (2) of the recorded temperature measurements were below the recommended criteria. Note: due to ongoing renovation activities in the inspected areas, HVAC systems were not fully operational at the time of the assessment.

Section 5.0 Asbestos Containing Material Inspection

Asbestos is a naturally occurring mineral categorized into two (2) groups, Serpentine and Amphibole, based on morphology. The Serpentine group is comprised of Chrysotile asbestos, the Amphibole group consists of Amosite, Crocidolite, Tremolite, Anthophyllite, and other forms of asbestos

The asbestos containing material inspection was performed in accordance with the USEPA Asbestos Hazards Emergency Response Act (AHERA) and encompassed materials likely to be impacted by renovation/remediation activities. Samples of each identified suspect asbestos containing material were collected in sufficient quantities as mandated by 40 CFR, Part 763.86. All samples were submitted to EMSL Analytical, Inc., for analysis utilizing Polarized Light Microscopy (PLM) via EPA Method 600/R-93/116. EMSL Analytical, Inc., is accredited by the American Industrial Hygiene Association (AIHA) and participates in the National Voluntary Laboratory Accreditation Program (NVLAP).

Emergency Regulatory Adoptions to New Jersey Administrative Codes (N.J.A.C.) 8:60 and 12:120, Volume 38, Issue 11, dated June 5, 2006, mandate that non-friable organically bound (NOB) suspect asbestos containing materials be analyzed via Transmission Electron Microscopy (TEM) analysis when PLM analysis yields results of less than 1% asbestos by weight or “None Detected” for asbestos fibers. TEM uses electron imaging to identify asbestos fibers at a higher magnification.

Results for PLM and TEM analysis methods are reported in percentage by weight. According to the USEPA, materials containing greater than 1% asbestos content by weight are classified as asbestos containing materials. Materials containing <1% asbestos content by weight are classified as “Trace” asbestos containing materials. Trace asbestos containing materials are not regulated by the USEPA but are regulated by the United States Department of Labor Occupational Safety and Health Administration (OSHA). The following table summarizes the analytical results.

Prior to commencement of the assessment, EC performed an archive search to retrieve all historical sampling data for the subject property. Review of the archived reports revealed the presence of one previously identified asbestos containing material. For convenience, relevant sampling data is included in Table 2 below.

**Table 2 – ACM Sampling Analytical Results Summary****Union County Courthouse****2 Broad Street****Elizabeth, New Jersey**

ID #	Material	PLM Results	TEM Results
01	4" Tan Cove Baseboard	None Detected	None Detected
01-A	Glue associated with 4" Tan Cove Baseboard	None Detected	None Detected
02	6" Tan Cove Baseboard	None Detected	None Detected
02-A	Glue associated with 6" Tan Cove Baseboard	None Detected	None Detected
Previously Sampled Building Materials			
P-01	2' x 4' Fissure Dot Ceiling Tile	None Detected	N/A
P-02	Black Cove Baseboard	None Detected	None Detected
P-02-A	Glue associated with Black Cove Baseboard*	<1% Chrysotile	<0.10% Chrysotile
P-03	Yellow/Brown Carpet Glue	None Detected	None Detected
P-04	Sheetrock	None Detected	N/A
P-04-A	Compound associated with Sheetrock	None Detected	N/A
P-05	Wallpaper	None Detected	N/A
P-06	Maroon Cove Baseboard	None Detected	None Detected
P-06-A	Glue associated with Maroon Cove Baseboard	None Detected	None Detected
P-07	Yellow Carpet Glue	None Detected	None Detected
P-08	2' x 2' White Smooth Ceiling Tile	None Detected	N/A
P-101	Grey Coat Plaster	Previously Sampled – None Detected	
P-101-A	Skim Coat over Grey Coat Plaster	Previously Sampled – None Detected	
P-102	Terra Cotta Block	Previously Sampled – None Detected	
P-102-A	Mortar Associated with Terra Cotta Block	Previously Sampled – None Detected	
P-103	Compressed Paper Pipe Insulation	Previously Sampled – 25% Chrysotile	

* - Trace Asbestos Containing Material | N/A – Not Applicable

None of the newly identified suspect asbestos containing materials were found to contain greater than 1% asbestos content by weight.

Section 6.0 Lead Based Paint Screening

Lead based paint (LBP) was used extensively before 1960 because it was more durable than other paints available at the time. Due to the potential hazards of lead in paint, especially to children, lead-based paint was banned in 1977.

The United States Department of Housing and Urban Development (HUD), USEPA, and State of New Jersey Administrative Code (N.J.A.C.) 5:17, define lead-based paint as a coating which contains greater than 0.5% lead by weight or greater than 1.0 milligram of lead per square centimeter (mg/cm²). The disturbance or dislocation of lead-based paint or lead containing paint from building materials may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and/or building occupants. To mitigate health hazards, demolition and other construction related work is governed by the United States Department of Labor, Occupational Safety and Health Administration, (OSHA). Under OSHA's regulation, 29 CFR, Part 1926.62, "Lead in Construction



Standard”, construction work is defined as work for alteration and/or repair, including demolition or salvage of structures, removal or encapsulation of materials containing lead.

EC utilized a portable X-Ray Fluorescence (XRF) device manufactured by Heuresis, Inc., of Burlington, Massachusetts (Serial #2320), to detect the presence of lead within the paint films and other finished surfaces (stains, varnishes, and shellacs). The device bombards the testing surface with X-ray energy, generated by a radioactive source. The energy excites electrons in the testing surface causing them to emit energy. The energy emitted by the electrons is analyzed by the XRF device. Based on analysis of the energy emitted by the electrons, the device is able to determine the presence and concentration of an element, e.g. Lead, in the testing surface. Results are reported in milligrams per square centimeter. New Jersey Administrative Code (N.J.A.C.) 5:17, defines any film which contains greater than 1.0 milligram of lead per square centimeter (mg/cm^2) as lead-based paint.

The screening was performed to characterize the surfaces within the impacted areas to determine if any coatings are lead-based. EC grouped similar building components with the like paint histories for testing purposes. The complete Lead-Based Paint Screening data sheets are included in Attachment III of this report.

All surfaces evaluated were found to **not** contain lead in concentrations greater than $1.0 \text{ mg}/\text{cm}^2$. OSHA’S “Lead Safe Work Practices in Construction” standard applies to all renovation activities that may impact materials classified as “lead based” or “lead containing”.

Section 7.0 Project Limitations/Disclaimers

The Client should be advised that quantities referenced herein are estimates/approximations. EC made every effort, inclusive of selective demolition, to access and sample all suspect hazardous materials that may be impacted by the planned demolition activities. Where present, these materials were sampled in accordance with applicable Federal and State Regulations. EC does not claim that hidden materials may not still be present and inaccessible on, within, or beneath the various building components. EC does, however, assure that due diligence was observed in performing sampling as generally recognized by industry practices.

Should a previously unidentified suspect hazardous material be uncovered during renovation/remediation, activities should cease until the composition of the material is determined through sampling and analysis in accordance with 40 CFR, Part 763, and N.J.A.C. 8:60 and 12:120 for asbestos, inclusive of utilizing USEPA accredited Asbestos Building Inspectors to collect the appropriate number of samples and an AIHA accredited laboratory that is a NVLAP participant.

Section 8.0 Recommendations

Based on the results of the assessment and the conclusions above, EC offers the following recommendations.

- Engage a Microbial Remediation Contractor to remove all identified mold and moisture impacted building materials. Remediation activities should include: Gross debris removal, the removal of all water damaged building materials inclusive of ceiling tiles, the removal of mold impacted



sheetrock and the stabilization of underlying plaster. Following gross removal, all remaining surfaces should be vacuumed with High Efficiency Particulate Air (HEPA) filter equipped vacuums and treated with an anti-microbial solution. At minimum, remediation activities should be performed inside a neutral pressure containment equipped with HEPA filter equipped air filtration devices.

Location Specific Recommendations:

12th Floor Men's Restroom

- Stabilize approximately 120 square feet of plaster, remove 30 square of plaster debris, remove and replace three (3) water damaged ceiling tiles.
- Stabilize 100 square feet of delaminating/chipping paint on walls and ceiling above ceiling tile grid.
- Remove paint and plaster debris from the backside of ceiling tiles. HEPA vacuum the backside of each tile following gross removal.
- Engage a structural engineer to evaluate crossmember wrapped in damaged plaster observed above the ceiling grid.

12th Floor Corner Office

- Remove 175 square feet of wallpaper from exterior wall.
- Clean ten (10) square feet of mold impacted plaster adjacent to the window with HEPA filter equipped vacuum and anti-microbial solution.
- Remove the bottom four (4) feet of mold impacted sheetrock on the shared wall with the restroom. Approximately 48 square feet total.
Note: Wire mold and a water fountain are surface mounted to the wall scheduled for removal.
- Stabilize 320 square feet of delaminating/chipping paint above ceiling tile grid.
- Remove paint and plaster debris from the backside of ceiling tiles. HEPA vacuum the backside of each tile following gross removal.

13th Floor Auxiliary Room

- Remove all wallpaper on impacted walls in the Auxiliary Room and Office 1304.
- Remove the bottom four (4) feet of mold impacted sheetrock from the Auxiliary Room and Office 1304 approximately 120 square feet in total. Following removal treat all remaining surfaces with an anti-microbial encapsulant.
- Stabilize six (6) square feet of plaster adjacent to the window in Office 1304.



Should you have any questions or require additional information, please contact the undersigned at your convenience.

Respectfully Submitted:
ENVIRONMENTAL CONNECTION, INC.

Jordan Reed, CIH
Project Manager

Attachment I

Surface Swab Sampling Chain of Custody and Certificate of Analysis



EMSL Analytical, Inc.

1056 Stelton Road Piscataway, NJ 08854

Tel/Fax: (732) 981-0550 / (732) 981-0551

<http://www.EMSL.com> / piscatawaylab@emsl.com

EMSL Order: 052205037

Customer ID: ENVI65

Customer PO:

Project ID:

Attention: Jordan Reed
Environmental Connection, Inc.
120 North Warren Street
Trenton, NJ 08608

Phone: (609) 392-4200

Fax:

Collected Date: 11/18/2022

Received Date: 11/18/2022

Analyzed Date: 11/21/2022

Project: 22402-01 / CME Associates, Microbial Assessment, Union Courthouse

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number: Client Sample ID: Sample Location:	052205037-0001 SW-01 13th Floor Room B/W 1304 And 1305	052205037-0002 SW-02 12th Floor Corner Office Wall Adjacent To Window	052205037-0003 SW-03 12th Floor Corner Office Base Of Shared Wall W/ Bathroom		
Spore Types	Category	Category	Category		
Alternaria (Ulocladium)	*High*	Rare	Rare		
Ascospores	-	-	-		
Aspergillus/Penicillium	-	-	-		
Basidiospores	-	-	-		
Bipolaris++	-	-	-		
Chaetomium++	*Medium*	-	*High*		
Cladosporium	Rare	*High*	Low		
Curvularia	-	-	-		
Epicoccum	-	-	-		
Fusarium++	-	-	-		
Ganoderma	-	-	-		
Myxomycetes++	-	-	-		
Pithomyces++	-	-	-		
Rust	-	-	-		
Scopulariopsis/Microascus	-	-	-		
Stachybotrys/Memnoniella	*High*	-	*High*		
Unidentifiable Spores	-	-	-		
Zygomycetes	-	-	-		
Aspergillus	*Low*	*High*	*High*		
Hyphal Fragment	-	-	-		
Insect Fragment	Rare	-	Low		
Pollen	-	-	-		
Fibrous Particulate	Rare	Rare	Rare		

Category: Count/per area analyzed - Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

- Denotes Not Detected.

++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.

* = Sample contains fruiting structures and/or hyphae associated with the spores.

Nicholas Maslowski, Microbiology Lab Manager
or other Approved Signatory

No discernable field blank was submitted with this group of samples.

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Piscataway, NJ AIHA LAP, LLC-EMLAP Accredited #167035

Initial report from: 11/21/2022 01:23 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



A Vertical Technologies Corporation

Date : 11/18/2022
Technician : Reed
Project # : 22402-01

[illegible]

<input checked="" type="checkbox"/> Fungi Direct ID M041	<input type="checkbox"/> Bacteria Count and ID - TSA	<input type="checkbox"/> 48 Hr. TAT
<input type="checkbox"/> 10 Day TAT	<input type="checkbox"/> 13 Day TAT	<input checked="" type="checkbox"/> Other :24 Hr. TAT

RECEIVED

NOV 18 2022

By
FMSI RISCATAWAY

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME	REASON FOR CCR
<i>[Signature]</i>	11/18/22	1340				

COMMENTS: Call (609) 331-1368 with any questions. Send results to jreed@vtihq.com

Attachment II

Asbestos Containing Materials Chains of Custody and Certificates of Analysis



EMSL Analytical, Inc.

1056 Stelton Road Piscataway, NJ 08854
Phone/Fax: (732) 981-0550 / (732) 981-0551
<http://www.EMSL.com> / piscatawaylab@emsl.com

EMSL Order ID: 052205038
Customer ID: ENVI65
Customer PO:
Project ID:

Attn: Dominick Dercole
Environmental Connection, Inc.
120 North Warren Street
Trenton, NJ 08608
Phone: (609) 392-4200
Fax:
Collected: 11/18/2022
Received: 11/18/2022
Analyzed: 11/22/2022
Proj: 22402-01 / CME Associates, ACM Inspection, Union Courthouse, FI-12, 13

Summary Test Report for Asbestos Analysis in Accordance with N.J.A.C. 8:60 and 12:120 via EPA 600/R-93/116

Client Sample ID: 01DD111822 **Lab Sample ID:** 052205038-0001

Sample Description: 13th Floor/4" Tan Cove Base

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	
TEM Grav. Reduction	11/22/2022	Tan	<0.1%	100.0%	None Detected	

Client Sample ID: 01ADD111822 **Lab Sample ID:** 052205038-0002

Sample Description: 13th Floor/Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	
TEM Grav. Reduction	11/22/2022	Tan	<0.1%	100.0%	None Detected	

Client Sample ID: 02DD111822 **Lab Sample ID:** 052205038-0003

Sample Description: 13th Floor/4" Tan Cove Base

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	

Client Sample ID: 02ADD111822 **Lab Sample ID:** 052205038-0004

Sample Description: 13th Floor/Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	

Client Sample ID: 03DD111822 **Lab Sample ID:** 052205038-0005

Sample Description: 12th Floor Corner Office/6" Tan Cove Base

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	
TEM Grav. Reduction	11/22/2022	Tan	<0.1%	100.0%	None Detected	

Client Sample ID: 03ADD111822 **Lab Sample ID:** 052205038-0006

Sample Description: 12th Floor Corner Office/Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	
TEM Grav. Reduction	11/22/2022	Tan	0.0%	100.0%	None Detected	



EMSL Analytical, Inc.

1056 Stelton Road Piscataway, NJ 08854
Phone/Fax: (732) 981-0550 / (732) 981-0551
<http://www.EMSL.com> / piscatawaylab@emsl.com

EMSL Order ID: 052205038
Customer ID: ENVI65
Customer PO:
Project ID:

Summary Test Report for Asbestos Analysis in Accordance with N.J.A.C. 8:60 and 12:120 via EPA 600/R-93/116

Client Sample ID: 04DD11822

Lab Sample ID: 052205038-0007

Sample Description: 12th Floor Corner Office/6" Tan Cove Base

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	

Client Sample ID: 04ADD111822

Lab Sample ID: 052205038-0008

Sample Description: 12th Floor Corner Office/Glue

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	11/21/2022	Tan	0.0%	100.0%	None Detected	

Analyst(s):

Laurel Elkin TEM Grav. Reduction (4)
Shruti Patel PLM (8)

Reviewed and approved by:

C. Michael Slattery, Lab Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. Estimation of uncertainty available upon request. This report is a summary of multiple methods of analysis, fully compliant reports are available upon request. A combination of PLM and TEM analysis may be necessary to ensure consistently reliable detection of asbestos. This report must not be used to claim product endorsement by NVLAP of any agency or the U.S. Government.

Samples analyzed by EMSL Analytical, Inc. Piscataway, NJ NYS ELAP 11423, NVLAP Lab Code 101048-2, NJ NELAC 12037, Philadelphia 289, CT PH-0266

Initial report from: 11/21/2022 12:38:36

ENVIRONMENTAL CONNECTION INC

Survey Form 04

DATE : 11/18/22
TECHNICIAN: J. Reed / D. Deslore
PROJECT # : 22402-01

[illegible]

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME	REASON FOR CORRECTION
<i>[Signature]</i>	11/11/02	1340				

120 North Warren Street • Trenton, New Jersey 08608 • tel: 609-392-4200 • fax: 609-392-1216

Attachment III

Lead-Based Paint Screening Data



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: November 18, 2022
Client: CME Associates
Building: Union Courthouse
Address: 2 Broad Street
Elizabeth, NJ

Page: 1 of 4
Unit #: 2
Job#: 11-18-2020-1010
XRF Serial #: 2320
EC#: 22402-01

XRF LEAD BASED PAINT INSPECTION DATA SHEET

Sample #	Test Location/Room Equivalent	Substrate	Component	XRF Value	Classification (pos., neg., inc.)	Condition/ Comments
1	Calibration	-	-	1.0	-	-
2	Calibration	-	-	1.0	-	-
3	Zero Calibration	-	-	0.0	-	-
4	13 th Floor Auxiliary Room Wall A	Sheetrock	Wall	0.2	Neg.	
5	13 th Floor Auxiliary Room Wall B	Sheetrock	Wall	0.2	Neg.	
6	13 th Floor Auxiliary Room Wall B	Wood	Door	0.1	Neg.	
7	13 th Floor Auxiliary Room Wall B	Metal	Door Frame	0.1	Neg.	
8	13 th Floor Auxiliary Room Wall C	Sheetrock	Wall	0.2	Neg.	
9	13 th Floor Auxiliary Room Wall D	Sheetrock	Wall	0.2	Neg.	
10	13 th Floor Auxiliary Room Wall D	Wood	Door	0.2	Neg.	
11	13 th Floor Auxiliary Room Wall D	Metal	Door Frame	0.1	Neg.	
12	12 th Floor Men's Room Wall A	Ceramic	Wall	0.1	Neg.	
13	12 th Floor Men's Room Wall B	Ceramic	Wall	0.1	Neg.	

Lead Inspector/Risk Assessor: Dominick Dercole

Substrate: SR = Sheetrock C = concrete B = Brick W = Wood PL = Plaster CB = Cinderblock M = Metal

Component: W = Wall F = Floor C = Ceiling Wd = Window WF = Window Frame WC = Window Casing WM = Window Mullion WS = Window Sill WSH = Window Sash
D = Door DF = Door Frame DC = Door Casing DJ = Door Jamb H = Header CB = Covebase T = Trim CR = Chair Rail S = Stairs Ri = Riser Ru = Runner SM Stair Mullion



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: November 18, 2022
Client: CME Associates
Building: Union Courthouse
Address: 2 Broad Street
Elizabeth, NJ

Page: 2 of 4
Unit #: 2
Job#: 11-18-2020-1010
XRF Serial #: 2320
EC#: 22402-01

XRF LEAD BASED PAINT INSPECTION DATA SHEET

Sample #	Test Location/Room Equivalent	Substrate	Component	XRF Value	Classification (pos., neg., inc.)	Condition/ Comments
14	12 th Floor Men's Room Wall C	Ceramic	Wall	0.1	Neg.	
15	12 th Floor Men's Room Wall D	Ceramic	Wall	0.1	Neg.	
16	12 th Floor Men's Room Wall D Below Grid	Plaster	Wall	0.2	Neg.	
17	12 th Floor Men's Room Wall D Above Grid	Plaster	Wall	0.3	Neg.	
18	12 th Floor Men's Room Wall A Below Grid	Plaster	Wall	0.3	Neg.	
19	12 th Floor Men's Room Wall A Above Grid	Plaster	Wall	0.1	Neg.	
20	12 th Floor Men's Room	Plaster	Ceiling	0.5	Neg.	
21	12 th Floor Corner Office Wall A	Plaster	Wall	0.8	Neg.	
22	12 th Floor Corner Office Wall B	Plaster	Wall	0.7	Neg.	
23	12 th Floor Corner Office Wall C	Sheetrock	Wall	0.3	Neg.	
24	12 th Floor Corner Office Wall D	Plaster	Wall	0.8	Neg.	
25	12 th Floor Corner Office Wall D	Wood	Door	0.1	Neg.	
26	12 th Floor Corner Office Wall D	Metal	Door Frame	0.7	Neg.	

Lead Inspector/Risk Assessor: Dominick Dercole

Substrate: SR = Sheetrock C = concrete B = Brick W = Wood PL = Plaster CB = Cinderblock M = Metal

Component: W = Wall F = Floor C = Ceiling Wd = Window WF = Window Frame WC = Window Casing WM = Window Mullion WS = Window Sill WSH = Window Sash
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ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: November 18, 2022
Client: CME Associates
Building: Union Courthouse
Address: 2 Broad Street
Elizabeth, NJ

Page: 3 of 4
Unit #: 2
Job#: 11-18-2020-1010
XRF Serial #: 2320
EC#: 22402-01

XRF LEAD BASED PAINT INSPECTION DATA SHEET

Sample #	Test Location/Room Equivalent	Substrate	Component	XRF Value	Classification (pos., neg., inc.)	Condition/ Comments
27	12 th Floor Corner Office Closet in Office Wall B	Plaster	Wall	0.4	Neg.	
28	12 th Floor Corner Office Chase Wall C	Plaster	Wall	0.7	Neg.	
29	12 th Floor Corner Office Chase Wall D	Plaster	Wall	0.7	Neg.	
30	12 th Floor Corner Office Shelf Wall B	Wood	Shelf	0.1	Neg.	
31	12 th Floor Corner Office Wall A	Wood	Door	0.1	Neg.	
32	12 th Floor Corner Office Wall A	Wood	Door Frame	0.3	Neg.	
33	12 th Floor Corner Office Wall B	Metal	Radiator Cover	0.7	Neg.	
34	12 th Floor Corner Office Bathroom Wall A	Ceramic	Wall	0.4	Neg.	
35	12 th Floor Corner Office Bathroom Wall A	Sheetrock	Wall	0.2	Neg.	
36	12 th Floor Corner Office Bathroom Wall B	Ceramic	Wall	0.4	Neg.	
37	12 th Floor Corner Office Bathroom Wall B	Sheetrock	Wall	0.2	Neg.	
38	12 th Floor Corner Office Bathroom Wall C	Ceramic	Wall	0.4	Neg.	
39	12 th Floor Corner Office Bathroom Wall C	Plaster	Wall	0.3	Neg.	

Lead Inspector/Risk Assessor: Dominick Dercole

Substrate: SR = Sheetrock C = concrete B = Brick W = Wood PL = Plaster CB = Cinderblock M = Metal

Component: W = Wall F = Floor C = Ceiling Wd = Window WF = Window Frame WC = Window Casing WM = Window Mullion WS = Window Sill WSH = Window Sash
D = Door DF = Door Frame DC = Door Casing DJ = Door Jamb H = Header CB = Covebase T = Trim CR = Chair Rail S = Stairs Ri = Riser Ru = Runner SM = Stair Mullion



ENVIRONMENTAL CONNECTION INC

A Vertical Technologies Corporation

Date: November 18, 2022
Client: CME Associates
Building: Union Courthouse
Address: 2 Broad Street
Elizabeth, NJ

Page: 4 of 4
Unit #: 2
Job#: 11-18-2020-1010
XRF Serial #: 2320
EC#: 22402-01

XRF LEAD BASED PAINT INSPECTION DATA SHEET

Sample #	Test Location/Room Equivalent	Substrate	Component	XRF Value	Classification (pos., neg., inc.)	Condition/ Comments
40	12 th Floor Corner Office Bathroom Wall C	Metal	Radiator Cover	0.1	Neg.	
41	12 th Floor Corner Office Bathroom Wall C	Metal	Radiator Cover	0.6	Neg.	
42	12 th Floor Corner Office Bathroom Wall D	Ceramic	Wall	0.4	Neg.	
43	12 th Floor Corner Office Bathroom Wall D	Plaster	Wall	0.8	Neg.	
44	12 th Floor Corner Office Wall B Above Grid	Plaster	Wall	0.4	Neg.	
45	12 th Floor Corner Office Wall A Above Grid	Plaster	Wall	0.8	Neg.	
46	12 th Floor Corner Office	Plaster	Ceiling	0.7	Neg.	
47	Calibration	-	-	1.0	-	-
48	Calibration	-	-	1.0	-	-
49	Zero Calibration	-	-	0.0	-	-

Lead Inspector/Risk Assessor: Dominick Dercole

Substrate: SR = Sheetrock C = concrete B = Brick W = Wood PL = Plaster CB = Cinderblock M = Metal

Component: W = Wall F = Floor C = Ceiling Wd = Window WF = Window Frame WC = Window Casing WM = Window Mullion WS = Window Sill WSH = Window Sash
D = Door DF = Door Frame DC = Door Casing DJ = Door Jamb H = Header CB = Covebase T = Trim CR = Chair Rail S = Stairs Ri = Riser Ru = Runner SM Stair Mullion

Attachment IV
Certifications/Accreditations

62959

NAETI Inc.

CERTIFICATE OF COMPLETION

AHERA/EPA Accredited Per 40 CFR Part 763
Asbestos Accreditation under TSCA Title II

Dominick Dercole

Successfully completed the course entitled

**1/2-Day New York State/EPA/AHERA Asbestos Building Inspector Annual Refresher on
November 1st, 2022**

Examination Date on November 1st, 2022

Expiration Date on November 1st, 2023



Steve Leon

Training Director, NAETI Inc.

Per 10 NYCRR Part 73.2 (L) (1), DOH 2832 Certificate of Completion of Asbestos
Safety Training is the only official record of training for N.Y.S. students.

Language: English

ABIH 1/2 CM POINT

3321 Doris Avenue, Building B, Ocean, NJ 07712

Phone (732) 531-5571

Fax (732) 531-5956

www.naeti.com

62806

NAETI Inc.

CERTIFICATE OF COMPLETION

This is to certify that

Dominick Dercole

Successfully completed the course entitled

**1-Day New Jersey/Lead Inspector/Risk Assessor Refresher on
September 29th, 2022**

Examination Passed on September 29th, 2022

Expiration Date September 29th, 2024



Steven Leon

Director of Training, NAETI Inc.

Language: English

3 CE Units

ABIH 1 CM POINT

3321 Doris Avenue, Building B, Ocean, NJ 07712


Phone (732) 531-5571

Fax (732) 531-5956


www.naeti.com

Lead Identification Permit

New Jersey Department of Health
DOMINICK M DERCOLE



Permit No.: 035544
ID No.: 028808
Expires: 10/15/2022

Authorization Signature: 
Christina Tan, MD, M.P.H., Assistant Commissioner

Inspector/Risk Assessor

Certificate of Completion

awarded to

Jordan Reed

for successfully completing the prescribed course of study in

Pennsylvania Asbestos Building Inspector Refresher Course

under TSCA Title II, Virtual Teleconference

presented by

ACCESS TRAINING SERVICES, INC.

7921 River Road, Pennsauken, NJ 08110

(856) 665-3449

8/4/22

Course Date

N/A

Exam Date

8/5/23

Expiration Date

Not Provided

Social Security Number

ACC-0822-6-009

Certificate Number



Mark K. Schlüger
Training Director

New Jersey Department of Health

JORDAN REED



Permit No.: 037554

ID No.: 028807

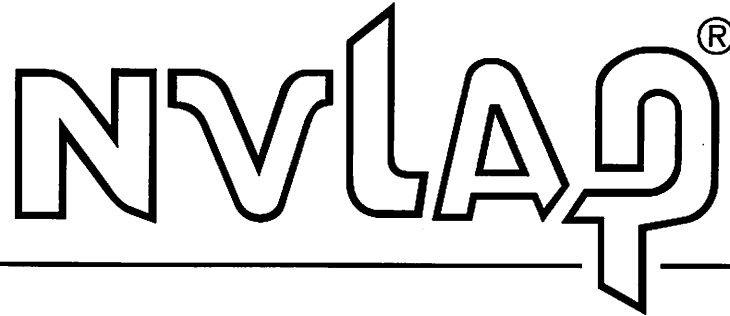
Expires: 10/29/2023

Authorization Signature: Christina Tan

Christina Tan, MD, M.P.H., Assistant Commissioner

Inspector/Risk Assessor

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101048-2

EMSL Analytical, Inc.
Piscataway, NJ

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2022-07-01 through 2023-06-30

Effective Dates



For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
1056 Stelton Rd.
Piscataway, NJ 08854
Mr. Chaoyut Saelao
Phone: 732-981-0550 Fax: 732-981-0551
Email: csaelao@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

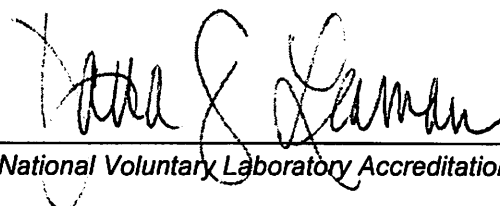
NVLAP LAB CODE 101048-2

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program


Attachment V
Photograph Log



Photograph 1 – 12th Floor Men's Restroom



Photograph 2 – 12th Floor Men's Restroom Plaster Debris on Floor


 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	November 18, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22402-01	Address	2 Broad Street, Elizabeth, New Jersey



Photograph 3 – 12th Floor Men’s Restroom Damaged Wall and Ceiling Plaster.
Exposed Crossmember Depicted



Photographs 4 – 12th Floor Men’s Restroom Damaged Plaster Ceiling


 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	November 18, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22402-01	Address	2 Broad Street, Elizabeth, New Jersey



Photograph 5 – 12th Floor Corner Office Wallpaper on Exterior Wall



Photographs 6 & 7 – 12th Floor Corner Office Mold on Wallpaper adjacent to Window


 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	November 18, 2022
	Client	CME Associates
	Location	Union County Courthouse
	Address	2 Broad Street, Elizabeth, New Jersey
EC Project # 22402-01		



Photograph 8 – 12th Floor Corner Office Wallpaper on Shared Wall with Bathroom




Photograph 9 – 12th Floor Corner Office Mold on Sheetrock Behind Wallpaper on Shared Wall Between Bathroom and Office

 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	November 18, 2022
	Client	CME Associates
	Location	Union County Courthouse
	Address	2 Broad Street, Elizabeth, New Jersey
EC Project # 22402-01		



Photograph 10 – 12th Floor Corner Office Delaminating Paint on Ceiling

 ENVIRONMENTAL CONNECTION INC	Site Photographs	
	Date Taken	November 18, 2022
	Client	CME Associates
	Location	Union County Courthouse
EC Project # 22402-01	Address	2 Broad Street, Elizabeth, New Jersey