MANDATORY PRE-BID MEETING

PROJECT #	**C1102-00 Roof Replacement for Outer Housing Units**
LOCATION	**Garden State Youth Correctional Facility** **55 Hogback Road** **Chesterfield, Burlington County, NJ 08515**
DATE	**October 20, 2026**
TIME	**10:00 A.M.**
CONTACT PERSON	**Troylene Ladner**
PHONE #	**Office #: 609-292-5953** **Cell #: 609-731-1904**
MEETING LOCATION	**Main Entrance - Garden State Youth Correctional Facility** 55 Hogback Road Chesterfield, Burlington County, NJ 08515 **(GPS Coordinates: 40.160037, -74.679051)**

****NO CELL PHONES, WEAPONS, CAMERAS, TOOLS, ETC. ALLOWED INSIDE THE FACILITY****

MUST ATTEND TO HAVE VALID BID

NOTE: It is each bidder's responsibility to determine the way to the location of the announced Pre-Bid meeting and to assure their timely arrival at the meeting. A maximum fifteen-minute grace period may be granted by the DPMC Project Manager, at his/her discretion, in case of extenuating circumstances determined prior to the scheduled start time. Bidders will be required to sign in at the beginning of the meeting. After the meeting has officially started, no other bidders will be permitted to sign-in. Failure to sign pre-bid sign in sheet will prohibit the bidder's proposal from being accepted.

Project #: **C1102-00**

Project Name: **Roofs Replacement at Outer Housing Units**

Project Location: NJ Department of Corrections
Garden State Youth Correctional Facility
55 Hogback Road, Chesterfield, Burlington County, NJ 08515
(GPS Coordinates: 40.160037, -74.679051)



Driving Directions:

From Northeast:
Take I-95/NJ Turnpike S to exit 7A. Follow signs to merge onto I-195 W toward Trenton. Take exit 5A to US-130 S toward Bordentown. Turn left onto Groveville Road. Turn right onto Hogback Road. Turn left onto Highbridge Road (white DOC sign). Proceed to parking lot.

From East/Shore:
Take I-195 W to exit 5A/ US-130 S toward Bordentown. Turn left onto Groveville Road. Turn right onto Hogback Road. Turn left onto Highbridge Road (white DOC sign). Proceed to parking lot.

From South:
Take NJ-55 N to exit 1B / I-295 N. Continue north to exit 57 US-130 N toward US-206/Bordentown. Exit right onto Ward Ave. Turn left onto Hogback Road. Turn right onto Highbridge Road. (white DOC sign). Proceed to parking lot.

SPECIFICATION

ROOF REPLACEMENT FOR OUTER HOUSING UNITS
GARDEN STATE YOUTH CORRECTIONAL FACILITY
DEPARTMENT OF CORRECTIONS
CHESTERFIELD, BURLINGTON COUNTY, NEW JERSEY
PROJECT NO: C1102-00

STATE OF NEW JERSEY

Honorable Mikie Sherrill, Governor
Honorable Dr. Dale Caldwell, Lieutenant Governor

DEPARTMENT OF THE TREASURY
Aaron Binder, Treasurer

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
Thomas A. Edenbaum, Director

RONALD A. SEBRING ASSOCIATES, LLC, ARCHITECTURE AND DESIGN
1000 WASHINGTON STREET, TOMS RIVER, NJ 08753 (732) 701-9444 FAX 701-9919
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USA ENVIRONMENTAL MANAGEMENT, INC.
344 West State Street, Trenton, New Jersey 08608 PHONE: (609) 656-8101 FAX: (609) 656-8103
www.usaemi.com

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DAVID A. CLARK, R.A.
NEW JERSEY REGISTERED ARCHITECT 17149

July 22, 2026
Final Design Phase
Revised August 19, 2026
Permit/Bid Phase
August 31, 2026

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STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

R E V I S E D

MARCH

2026

INSTRUCTIONS TO BIDDERS

AND

GENERAL CONDITIONS

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INSTRUCTIONS TO BIDDERS

IB 1 Bid Proposals

IB 1.1 This Contract is being bid by use of an electronic bidding process through the Bid Express system. Registration and a subscription fee are required to submit a bid. The bidder shall not alter or in any way change the electronic submission tool or any associated software. Pursuant to the New Jersey Electronic Construction Procurement Act, N.J.S.A. 52:34A-5, et. seq., bid proposals will only be accepted through the Bid Express system. Proposals must be complete and properly submitted via the Bid Express system prior to the bid closing date. The closing date and time for bids will be stated in the Advertisement for Bid. Failure by a bidder to submit a proposal to the Bid Express website by the prescribed time will result in rejection of the bid proposal.

IB 1.2 The specific method of bidding for this Project is set forth in the advertisement. Pursuant to N.J.S.A. 52:32-2, generally the DPMC may accept bids on the following branches of work, as applicable:

a. Lump Sum All Trades
b. General Construction
c. Structural Steel
d. Plumbing
e. Heating, Ventilating and Air Conditioning
f. Electrical
g. Special Categories as may be required

IB 1.3 All contractors registered with Bid Express will be able to obtain Contract Documents, including all plans and specifications, at the Bid Express website. Each bidder is herewith put on notice that its general classification by DPMC is not the sole basis for qualification for the award of work. The Director reserves the right to deny award to any bidder that is not clearly responsible, based upon experience, past performance, financial capability or other material factors, to perform the work required herein.

IB 1.4 Bid proposals based upon the plans, specifications, general, special and supplementary conditions and bulletins shall be deemed as having been made by the bidder with full knowledge of the conditions therein. Bidders are required to visit the Site prior to submitting proposals for the work herein described, and to have thoroughly examined the conditions under which the contract is to be executed, including those reasonably observable conditions of the premises and surrounding areas which would hinder, delay, or otherwise affect the performance of the contractor required under the terms of the contract. The State will not allow claims for additional costs as a result of the contractor's failure to become aware of the reasonably observable conditions affecting its required performance. The bidder is required to make appropriate allowances in the preparation of the bid for the accommodation of such conditions. Bidders must warrant in the bid documents that the bidder is familiar with conditions existing at the Site, including all restrictions, at the time the bid is submitted.

Further, the bidder warrants that the bid prices include all costs to complete the Work. The DPMC has a right to increase or decrease the quantities of Work, or has the right to eliminate items in their entirety, at its sole discretion.

IB 1.5 Bid proposals shall be submitted on the form provided by DPMC through Bid Express. The name and address of the bidder must be indicated on the form, as well as indication of the DPMC project number, project location and other appropriate identification.

IB 1.6 All amounts in the Bid Express Bid Proposal Form shall be stated in numerical figures only.

IB 1.7 The bidder must complete and submit the following forms electronically through the Bid Express system:

(1) the proposal signed by the bidder,

(2) the executed affidavit of non-collusion,
(3) copy of the bid security as further described in Section IB6.

IB 1.8 Proposals shall remain open for acceptance and may not be withdrawn for a period of 60 calendar days after the bid closing date. By submitting a bid for the Project, the bidder agrees and acknowledges that the bidder must honor the bid prices for 60 days following the bid closing date.

IB 1.9 Proposals not submitted and filed in accordance with instructions contained herein and in the Advertisement for Bids may be rejected as non-responsive.

IB 1.10 The DPMC will not accept Proposals from bidders who fail to meet all of the following criteria:

a. MacBride Principles - Pursuant to N.J.S.A. 52:34-12.2, the bidder must certify, prior to contract award, that the bidder has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a contractor who would otherwise be awarded a contract or agreement does not certify, then the Director may determine, in accordance with applicable law and rules, it is in the best interest of the State to award the contract or agreement to the next responsible bidder who has completed the certification. If the Director finds the contractor to be in violation of the principles which are the subject of this law, the Director shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contractor in default and seeking debarment or suspension of the contractor. Upon signing the contract, the bidder certifies that it abides by the MacBride Principles.

b. Investment Activities in Iran - Pursuant to N.J.S.A. 52:32-55, et seq., any person

or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must provide, prior to the time a contract is awarded or renewed, a certification on the DPMC form provided, that neither the bidder, nor any of its parents, subsidiaries, or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the certification. If the Director finds a person or entity to be in violation of law, the Director shall take action as may be appropriate and 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. The Disclosure of Investment Activities in Iran form must be submitted by the Bidder prior to contract award.

c. Pursuant to N.J.S.A. 52:32-60.1, the Bidder must certify prior to contract award that the Bidder is not identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list available here: https://sanctionssearch.ofac.treas.gov/ and that neither the Bidder nor any of the its parents, subsidiaries, or affiliates is engaging in prohibited activities in Russia or Belarus as defined by N.J.S.A. 52:32-60.1(e). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities. Bidders are advised that the firm to be awarded the project will be required to submit a signed certification (Certification of Non-Involvement in Prohibited Activities in Russia or Belarus) that the firm complies with all requirements of N.J.S.A. 52:32-60.1 prior to contract award.

d. Before the receipt of the Proposal or accompanying the Proposal, the bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.

e. If the Bidder is a corporation not incorporated in the State, the Bidder has been authorized to do business in the State as required by N.J.S.A. 14A:15-2, *et seq*.

IB 1.11 Any and all references to "Supplemental General Conditions" or "Supplementary General Conditions" contained in any drawings, specifications, and/or other project requirement document are hereby deleted.

IB 2 Bid Modification

IB 2.1 A Bidder may modify or withdraw its bid proposal in Bid Express at any time prior to the scheduled time for receipt of bids.

IB 2.2 A Bidder's right to withdraw a bid is lost after a bid has been opened. If an error has been made in the bid amount, request for relief from the bid may be made in writing to the Director of DPMC. The written request shall be signed by an authorized representative. A determination of whether the bidder will be released shall be at the sole discretion of the Director, who shall issue a finding within five working days of receipt of all pertinent information relating to such request for relief.

IB 3 Consideration of Bids

IB 3.1 Award of Contracts or Rejection of Bids:

a. Contracts will be awarded to the lowest responsible bidder. The awards will be made, or the bids rejected, within 60 calendar days from the date of the opening of bids. At the discretion of the Director, a bid price extension may be requested from the bidders if circumstances warrant an extension.

b. Pursuant to N.J.S.A. 52:32-2, the Director reserves the right to award the contract on the basis of the single bid for the entire work, or on the basis of a separate bid and alternate, or any combination of separate bids and alternates, which the Director deems best serves the interest of the State. Any modification to the basis of award specified in the advertisement will be issued in the form of a written bulletin as detailed in IB 8.

c. The Director reserves the right to waive any bid requirements where such waiver is permitted by law. Such waiver shall be at the sole discretion of the Director.

d. The Director reserves the right to reject any and all bids, in accordance with applicable law, when such rejection is in the best interests of the State. The Director also may reject the bid of any bidder which, in the Director's judgment, is not responsible or capable of performing the contract obligations based on financial capability, past performance, or experience. A bidder whose bid is rejected may request a hearing before the Director by filing a written notice.

IB 3.2 The presumptive awardee shall execute and deliver the requisite Contract Documents, including payment and performance bonds and proof of payment for same, within the time specified in IB 7.1. Upon the bidder's failure or refusal to comply in the manner and within the time specified, the Director may either award the contract to the next low responsible bidder or re-advertise for new proposals. In either case, the Director may hold the defaulting bidder and/or the surety liable for the difference between the applicable sums quoted by the defaulting bidder and the sum which the State may be obligated to pay to the contractor which is contracted to perform and complete the work of the defaulting bidder.

IB 4 Awards

IB 4.1 In executing a contract, the successful bidder agrees to perform the required work in a good and workmanlike manner to the reasonable satisfaction of the Director, in conformance with all applicable codes and standards, and to complete all work within the number of calendar days specified in its contract.

IB 4.2 Successful bidders will be notified of the method for the signing of the Contract. Key requirements in the Contract, including, but not limited to, the number of days of performance of the contract, manner and schedule of payments, and other administrative details will be communicated by DPMC to the successful bidder.

IB 4.3 The State reserves the right to award the contract upon the basis of a single bid for the entire work, or on the basis of separate bids for each prime trade when the total of the separate bids is less than the single bid. Any modification to the basis of award specified in the advertisement will be issued in the form of a written bulletin as detailed in IB 8. Alternates will be accepted or rejected in numerical sequence as cited in the bid documents and shall not be selected at random except as provided herein. Add alternates and deduct alternates will be specified separately. The State may choose from the add and deduct alternates without priority between the two groups so long as selection within each group is in numerical sequence from the first to the last. This limitation shall not apply, however, to any alternates concerning proprietary items. The Director, with the approval of the Using Agency, may accept alternates out of sequence, provided the Director states the reasons for so doing, in writing, within five working days following the opening of bids.

IB 4.4 Should submission of unit prices be required for specified items of work in bid proposals, they will be considered in the evaluation of bids as set forth in the Bid Express Bid Proposal Form.

IB 4.5 The successful bidder and all of its subcontractors are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., regarding Equal Employment Opportunity in Public Works Contracts.

IB 5 Qualification of Bidders

IB 5.1 If the successful bidder is a corporation not organized under the laws of the State of New Jersey or is not authorized to do business in this State (foreign corporation), the award of the contract shall be conditioned upon the prompt filing by the said corporation of a certificate to do business in this State and complying with the laws of this State in that regard. This filing must be made with the Division of Revenue and Enterprise Services. No award of contract will be made until the Division of Revenue and Enterprise Services confirms this authorization.

IB 5.2 The DPMC requires that each contractor, except in the case of a single contractor, shall perform a minimum of 35 percent of the contract work by the contractor's own forces. However, the Director has the sole discretion to reduce this percentage depending upon the nature and circumstances in any particular case, if the Director determines that to do so would be in the best interests of the State, and provided that the bidder submits a written request with the original bid proposal.

IB 5.3 The State reserves the right to reject a bidder at any time prior to the signing of a contract if information or data is obtained which, in the opinion of the Director, adversely affects the responsibility and/or the capability of the bidder to undertake and to complete the work, regardless of the bidder's previous qualification or classification. The State may conduct any investigation as it deems necessary to determine the bidder's responsibility and capacity, and the bidder shall furnish all information and data for this purpose as requested by the State.

IB 5.4 Each bidder must be classified by the DPMC at the time of the bid due date, in accordance with the provisions of the classification statute, N.J.S.A. 52:35-1, *et seq.*, In the case of a single bid for all of the work, the bidder shall include in the bid the names of its principal subcontractors (in categories as listed in IB1.2 above), which must also be classified as of the time of bidding, in accordance with the said statute.

IB 5.5 At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56.48, et seq. Contractors should be aware that registration and compliance with this act will require, among other things, that the Contractor must report its payroll weekly to the New Jersey Department of Labor and Workforce Development. This reporting is now required to be performed electronically, through a site developed and maintained by the Department of Labor and Workforce Development. Contractors are required to establish an account in this electronic system, and to comply with all relevant reporting requirements. The Department of Labor and Workforce Development has created this portal for contractors to register and submit payrolls: https://www.nj.gov/labor/wageandhour/prevailing-rates/njwagehub.shtml.

All questions regarding registration and payroll submission should be addressed to:

Contractor Registration Unit
New Jersey Department of Labor & Workforce Development
Division of Wage & Hour Compliance
P O Box 389
Trenton NJ 08625-0389
Telephone: 609-292-9464
FAX: 609-633-8591

IB 5.6 In accordance with N.J.S.A. 52:32-44 all contractors and subcontractors providing goods/services to State agencies and authorities are required to provide the contracting agency or authority with proof of registration with the Department of the Treasury, Division of Revenue and Enterprise Services. The basic registration process involves the filing of Form NJ-Reg., which can be filed online at https://www.nj.gov/treasury/revenue/busregcert.shtml or by calling (609) 292-9292. The bidder and each subcontractor that is named in the bid must submit a valid Business Registration Certificate prior to contract award.

Pursuant to N.J.S.A. 54:49-4.1, firms who fail to provide a copy of a Business Registration or who provide false information of business registration under the requirements of N.J.S.A. 52:32-44, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with DPMC.

IB 6 Bid Bond

IB 6.1 The Proposal, when submitted, shall be accompanied by a scanned copy of a Bid Bond satisfactory to the Director, for the sum of not less than fifty percent (50%) of the Total Bid including alternates, if applicable. The Bid Bond guarantees execution of the Contract by the bidder receiving award. The signed original bid bond and power of attorney shall be delivered to DPMC by the apparent low bidder within ten (10) calendar days following the bid due date.

IB 6.2 The Bid Bond shall be properly filled out, signed, and witnessed. The Bid Bond shall be furnished by a surety authorized to do business in the State as are listed with the New Jersey Department of Banking and Insurance, as of the date for opening of bids for the particular Contract and are authorized to issue bonds in at least the amount of the Proposal Bond.

IB 6.3 In accordance with IB 6.1, the scanned copy of the Bid Bond submitted via Bid Express shall be accompanied by a copy of the power of attorney executed by the surety company or

companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

IB 6.4 Bidders may submit their bid bonds electronically through Bid Express using one of the two approved firms: Surety 2000 or Tinubu. In accordance with IB 6.1, the bidder shall include with the bid proposal a copy of the electronic bond submitted via Bid Express accompanied by a copy of the power of attorney executed by the surety company or companies. The power of attorney shall set forth the authority of the attorney-in-fact who has signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

IB 6.5 If the bidder whose proposal is accepted is unable to provide the performance and payment bonds or fails to execute a contract, then such bidder and the bid bond surety, where applicable, shall be obligated to pay to the State the difference between the amount of the bid and the amount which the State contracts to pay another party to perform the work. The bidder and/or the surety shall pay, upon demand, the entire amount of the State's difference in cost. Nothing contained herein shall be construed as a waiver of any other legal remedies that the State may have against the contractor.

IB 6.6 Attorneys-in-fact who sign bid bonds or contract bonds must file a certified power-of-attorney with the State indicating the effective date of that power.

IB 7 Performance and Payment Bond

IB 7.1 The successful bidder shall furnish within ten (10) calendar days after notice of award both a performance bond in statutory form in an amount equal to one hundred percent (100%) of the total Contract Price as security for the faithful performance of this contract and a payment bond in statutory form in amount equal to one hundred percent (100%) of the Contract Price as security for the payment of all persons and firms performing labor and furnishing materials in connection with this contract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. If combined, they must be for 200% of the award amount. No contract shall be executed unless and until each bond is submitted to and approved by the State. The surety must be presently authorized to do business in the State of New Jersey. In addition to the other coverage provided, the bond shall cover all Contract guarantees and any other guarantees/warranties issued by the Contractor.

IB 7.2 Prior to contract award, the successful bidder shall provide sufficient proof that it has paid for the required payment and performance bonds, such that the bonds will be legally effective on the date of contract award. The cost of all payment and performance bonds shall be paid for by the successful bidder. There will be no markup by the Contractor for bond costs.

IB 7.3 If at any time the State, for justifiable cause, is dissatisfied with any surety which has issued or proposes to issue a performance or payment bond, the Contractor shall, within ten (10) calendar days after notice from the State to do so, substitute an acceptable bond (or bonds). The substituted bond(s) shall be in such form and sum and executed by such other surety or sureties as may be satisfactory to the State. The premiums on such bond(s) shall be paid by the contractor. No contract shall be executed and/or no payment made under a contract until the new surety or sureties shall have furnished such an acceptable bond to the State.

IB 7.4 Bonds must be legally effective as of the date the contract is signed. Each must indicate the contractor's name as it appears on the contract. Current attorney-in-fact instruments and

financial statement of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety. Bonds furnished under this section shall conform in all respects to the requirement and language of N.J.S.A. 2A:44-143 to -147.

IB 8 Bulletins and Interpretations

IB 8.1 No interpretation of the meaning of the plans, specifications or other pre-bid documents will be provided to any bidder unless such interpretation is made in writing to all prospective bidders prior to the opening of bids. Any such interpretations must be identified in bid proposals submitted. Any interpretations which are not entered in accordance with this provision shall be unauthorized and not binding upon the State.

IB 8.2 Every request for an interpretation relating to clarification or correction of the plans, specifications, or any request to change contractual terms and conditions or proposed changes other bid documents must be made in writing, addressed to the architect/engineer and the DPMC Director, and must be received at least five (5) working days prior to the date fixed for the opening of the bids. Any and all interpretations, clarifications or corrections and any supplemental instructions must be issued by the Director in the form of written bulletins by electronic notice to all prospective bidders issued through the Bid Express System not later than three (3) working days prior to the date of the opening of bids. All bulletins issued shall become part of the Contract Documents and must be acknowledged in all bid proposals.

IB 8.3 Each bidder shall be responsible for thoroughly reviewing the Contract Documents prior to the submission of bids. Bidders are advised that no claim for expenses incurred or damages sustained as a result of any error, discrepancy, omission, or conflict in the Contract Documents shall be recognized by the State unless, and only to the extent that, a written request for interpretation, clarification or correction has been submitted in compliance with Section IB8.2 and provided the matter has not been addressed by the State through the issuance of a bulletin interpreting, clarifying or correcting such error, discrepancy, omission or conflict.

IB 9 Assignments

IB 9.1 The contractor shall not assign all or any part of this contract without written consent of the State. Money due (or expected to become due) the contractor hereunder shall not be assigned for any purposes whatsoever.

IB 10 Federal Excise Taxes and State Sales Tax

IB 10.1 In general, bidders, in preparing bids, must take into consideration applicable Federal and State tax laws.

IB 10.2 Materials, supplies or services for exclusive use in erecting structures or buildings or otherwise improving, altering or repairing all State-owned property are exempt from the State sales tax. The successful bidder must submit Division of Taxation form ST13, Exempt Use Certificate, to the seller of all materials, supplies or services that will be incorporated into the Work.

IB 10.3 Bidders must determine the current status and applicability of any tax laws, and the contractor may make no claim based upon any error or misunderstanding as to the applicability of any tax laws.

IB 10.4 Purchases or rentals of equipment are not exempt from any tax under the State Sales Tax Act.

IB 11 Restrictive Specifications

IB 11.1 Should any bidder determine before the bid due date that any portion of the specifications or drawings specify a particular product which can be provided by only one supplier or manufacturer, with the result that competitive prices are not available, the bidder shall immediately notify the Director in writing of such fact.

IB 11.2 If such notice is not given in a timely manner, it shall be assumed that the bidder has included the estimate of such sole source in the bid. However, if the Director is notified in a timely manner of the sole source of supply or manufacture, the Director may order the product re-bid or take other lawful action. Such action shall be at the Director's sole discretion.

IB 12 Offer of Gratuities

IB 12.1 Bidders are advised that the laws of New Jersey (N.J.S.A. 52:34-19) make it a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the State. Also, Executive Order #189 (1988) requires that all requests for proposals and contracts issued by the State specify prohibitions on vendor (contractor) activities, the violation of which shall render the vendor liable to ineligibility for State contracts, pursuant to the debarment procedures set forth in N.J.A.C. 17:19-4.1., *et seq.* These prohibited activities include the following:

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

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

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

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

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

f. The provisions cited above in paragraphs IB12.1.a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with bidders or contractors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the State Ethics Commission may promulgate under paragraph IB12.1.c. above.

IB 13 Cancellation of Award

The DPMC reserves the right to cancel an Award at any time before execution of said Contract by all parties without incurring any liability of any kind.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS:

1.1.1 Architect/Engineer: The Architect/Engineer (A/E) is the consultant engaged by the DPMC to prepare the design and perform certain contract administration functions in accordance with the provisions of its contract with the DPMC.

1.1.2 Bulletin: A document, issued by DPMC prior to the opening of bids, which supplements, revises or modifies the bid document(s).

1.1.3 Change in the Work: A change in the Project and the Contract Documents, including, but not limited to, an increase or decrease in the Work, an acceleration or extension of time for the performance of the Work.

1.1.4 Change Order: A written order, directing or authorizing a Change in the Work executed by the DPMC and agreed to by the Contractor (except in the case of unilateral change orders executed by DPMC) that includes all adjustments to work, compensation and/or time warranted by the Change in the Work.

1.1.5 Code Official: The individual licensed by the NJ Department of Community Affairs authorized to enforce the NJ Uniform Construction Code (UCC) and approve or reject the Work for NJ UCC compliance.

1.1.6 Construction Management Firm or "CMF": A person or firm that may be engaged by the DPMC to assist DPMC in the administration of its contracts.

1.1.7 Contract: The entire and integrated agreement between the Contractor and the DPMC encompassing all of the Contract Documents.

1.1.8 Contract Documents: The executed form of Contract, General Conditions, Supplementary Conditions, Supplementary Instructions, Bulletins, plans, specifications, instructions to bidders, addenda, responses to requests for information, Price Proposal, Change Orders, other amendments, including construction change directives, and all exhibits, appendices and documents attached to or referenced in any of the foregoing materials.

1.1.9 Contract Limit Lines The lines shown on the Contract Drawings that define the boundaries of the Project, and beyond which no construction work or activities may be performed by the Contractor unless otherwise noted on the drawings or specifications.

1.1.10 Contractor: The business entity with whom the DPMC enters a contract for the performance of the construction of a construction Project by the terms set forth in the Contract Documents.

1.1.11 Contract Price: The sum stated in the Contract, as it may be adjusted in accordance with the Contract Documents, that represents the total amount payable by the DPMC to the Contractor for performance of the Work.

1.1.12 Day: A calendar day, unless otherwise designated.

1.1.13 Director: The person authorized by statute to administer the design, engineering

and construction of all State buildings and facilities. The Director is the contracting officer representing the State personally or through authorized representatives in all relationships with Contractors, consultants and Architects/Engineers. This includes designees or an authorized administrative contracting officer acting within the limits of his or her authority. The Director or his or her duly authorized representative is the interpreter of the conditions of this Contract and the judge of its performance.

1.1.14 Division of Property Management and Construction (DPMC): The State of New Jersey's contracting agency for the design and construction of State facilities.

1.1.15 Final Acceptance and Completion: The date following receipt and acceptance by DPMC of all administrative and close-out documents. Following acceptance, the DPMC will issue a Certificate of Final Acceptance and Completion for the Project.

1.1.16 Generally Accepted Accounting Principles: The common set of accounting principles, standards and procedures that companies use to compile their financial statements. Accounting records must identify all labor and material costs and expenses, whether they are direct or indirect. The identity must include at least the Project number for direct expenses and/or account number for indirect expenses.

1.1.17 NJUCC or Code: The New Jersey Uniform Construction Code which governs the permit and approval process for construction projects.

1.1.18 Notice: A written directive or communication given by DPMC to the Contractor to act or perform work or carry out some other contractual obligation, or a written communication to be served by the Contractor upon the State. A notice served on the Contractor will be deemed to have been duly served if delivered to an individual or member of the firm or entity or to an officer of the corporation for whom it was intended. This includes regular mail, e-mail, delivery by courier, or registered or certified mail, or facsimile to the Contractor's business address cited in the Contract Documents. A notice from the Contractor to the State shall be deemed to have been duly served only if delivered to the Director or the Director’s duly authorized representative.

1.1.19 Notice to Proceed: The written communication issued by the DPMC to the Contractor directing the Contractor to begin the Work. The contract calendar day duration period will commence on the effective date noted.

1.1.20 Project: The term for the entire public works engagement. It includes the design, construction work and all administrative aspects required to fully complete the engagement.

1.1.21 Punch List: The list of incomplete or defective Work, compiled by DPMC and/or its authorized representative, which remains to be completed after achievement of Substantial Completion.

1.1.22 Schedule: The time tracking mechanism that establishes the Project’s allotted time requirements for completion as more specifically described in Article 6 of these General Conditions. When the construction activity items of the schedule have a monetary value associated with them, the schedule is referred to as a “costed” or “cost-loaded” schedule.

1.1.23 Site: The geographical location of the facility or property at which the Work under the Contract is to be performed.

1.1.24 State or Owner: The State of New Jersey, acting through DPMC.

1.1.25 Subcontractor: The business entity that enters into an agreement with the Contractor for the performance of work or materials under this Contract. Also refers to any agreement between a Subcontractor and any of lower tier Subcontractors. Such an agreement creates no relationship, legal or otherwise, between the DPMC and the Subcontractor(s) and/or lower tier Subcontractor(s).

1.1.26 Substantial Completion: The date when all essential requirements of the Contract Documents have been satisfied so that the purpose of the Contract Documents is accomplished, as determined by the DPMC including training of staff by the Contractor on all equipment, and resulting in the issuance of a temporary Certificate of Occupancy, a permanent Certificate of Occupancy or a permanent Certificate of Acceptance and when the Work and the facility can be safely occupied and used in accordance with its intended purpose. DPMC may condition issuance of a Certificate of Substantial Completion upon satisfactory receipt of critical documents.

1.1.27 Unit Schedule Breakdown: A detailed list of the Work activities required for Project construction, other elements associated with fulfilling the requirements of the Contract (bonds, insurance, etc.), major items of material, labor or equipment, and the prices associated with each of them.

1.2.28 Using Agency: The State department or agency for whom the construction project is being completed.

1.1.29 Work: All construction, supervision, labor, material and equipment necessary to complete the obligations under the Contract including Operation and Maintenance Manuals, Punch List completion, and As-Built Documents.

1.2 INTENT OF THE CONTRACT

1.2.1 The drawings, specifications and all of the Contract Documents are intended to require the Contractor to provide for everything necessary to accomplish the proper and complete finishing of all Work. For the Project, the Contractor shall perform all of the obligations and work identified in the Contract Documents, regardless of the manner in which it is divided among the trades or the order in which it appears in the Contract Documents. All work and materials included in the specifications and not shown on the drawings, or shown on the drawings and not in the specifications shall be performed and/or furnished by the Contractor. The Contractor shall include any incidental materials and/or Work not indicated in the drawings and/or the specifications which are nevertheless necessary for the development of the Project and are reasonably inferable from the Contract Documents and industry practice. The Contractor shall perform all such work and furnish all such materials as if particularly delineated or described in the Contract Documents as part of the bid proposal.

1.2.2 The Contractor acknowledges that in preparing its bid, the Contractor had the obligation to raise any reasonably observable errors, omissions, ambiguities or discrepancies and request an interpretation of the alleged errors, omissions, ambiguities or

discrepancies. If the Contractor failed to do so, it will have waived all rights to a Change Order or claim and the Contractor will be responsible to complete the Work as required, consistent with the intent of the Contract Documents as interpreted by the DPMC, without additional compensation.

1.2.3 No interpretation of the meaning of the plans, specifications or other Contract Documents provided prior to bid submission shall be binding upon the State for any purpose unless issued in a Bulletin.

1.2.4 The Contractor shall abide by and comply with the intent and meaning of the Contract Documents taken as a whole, and shall not take advantage of any error or omission, should any exist. Should the Contractor become aware of the existence of any error, omission or discrepancy, the Contractor shall immediately notify the DPMC and the Architect/Engineer of any such errors, omissions, ambiguities or discrepancies and seek correction or interpretation thereof prior to commencement of the Work at issue. The Architect/Engineer shall issue a written interpretation. The Contractor shall do no work outside of the Contract Documents, unless written authorization to proceed from the DPMC is received by the Contractor.

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

1.2.6 The order of precedence pertaining to the interpretation of Contract Documents is as follows:

a. Executed Contract
b. Bulletins
c. General Conditions
d. Instructions To Bidders
e. Specifications
f. Drawings, in the following order of precedence:
    (1) Notes on drawings
    (2) Large scale details
    (3) Figured dimensions
    (4) Scaled dimensions

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

1.2.8 On all work, it shall be the responsibility of the Contractor, by personal inspection of the existing building, facility, plant or utility systems, to ascertain the accuracy of any information given. This shall be the case, whether or not such information is indicated on the drawings, included in the specifications, or shown in any other documentation that is available. The Contractor shall have an affirmative duty to make reasonable inquiry for all available information. The Contractor shall include the costs of all material and labor required to complete the Work based on inspection and reasonably observable conditions.

1.3 WORKDAYS

Regular working hours will be defined in the Contract Documents. Changes thereto may be granted with written approval of the DPMC representative. Any Work required to be performed after regular working hours or on Saturdays, Sundays, or legal holidays as specially set forth in the Contract Documents, as may be reasonably required and consistent with contractual obligations, shall be performed at the amount set forth in the Contractor's bid without additional expense to the State. The Contractor shall obtain written approval of the DPMC representative for performance of work after regular working hours or on non-regular workdays at least forty-eight (48) hours prior to the commencement of overtime, unless such overtime work is caused by an emergency. If the Contractor seeks such approval for the overtime work, same shall be performed at no additional cost to the DPMC except in the event of an emergency, at which time, the DPMC, in its sole discretion, shall determine if the submitted overtime is compensable.

1.4 ASSIGNMENTS

The Contractor shall not assign all or any part of this Contract without the written consent of the Director. Money due (or to become due) the Contractor hereunder shall not be assigned for any purpose whatsoever.

1.5 STATE SALES TAX

1.5.1 Materials, supplies or services for exclusive use in the construction of structures or buildings or otherwise improving, altering or repairing all State-owned property are exempt from the State sales tax.

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

ARTICLE 2 - OWNER/DPMC

2.1 DPMC'S REPRESENTATION

The DPMC will be represented on the Project by DPMC's designated representative(s). DPMC's designated representative(s) have only those duties that are required of the Owner under this Contract.

2.2 RIGHT TO PERFORM WORK

The DPMC may, and reserves the right to, enter upon the premises at any and all times during the progress of the Work, or cause others to do so, for the purpose of performing any Work or installing any apparatus or carrying on any construction not included in the Contract Documents, or for any other reasonable purpose.

The DPMC shall have the right to defer the beginning of Work or to suspend the whole or any part of the Work whenever, in the sole discretion of the DPMC, it may be necessary or expedient for the State to do so.

2.3 MEANS AND METHODS

The State will not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The State will not be responsible for, nor have control or charge of, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

ARTICLE 3 - ARCHITECT/ENGINEER

3.1 DUTIES AND RESPONSIBILITIES

3.1.1 The Architect/Engineer (A/E) is the consultant engaged by the DPMC to prepare the design and perform certain contract administration functions in accordance with the provisions of its contract with the DPMC.

3.2 PROGRESS MEETINGS

The Architect/Engineer will attend, chair and issue record minutes of bi-weekly job progress meetings.

3.3 SITE OBSERVATIONS

3.3.1 The Architect/Engineer will monitor the execution and progress of the Work. The Architect/Engineer will at all times be provided access to the Work. The Contractor shall provide facilities for such access so as to enable the Architect/Engineer to perform its functions.

3.3.2 The Architect/Engineer will not be responsible for, nor have control or charge of construction means, methods, techniques, sequences of procedures, or safety precautions and programs in connection with the Work. The Architect/Engineer will not be responsible for, nor have control or charge of, the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

3.4 SHOP DRAWINGS AND SUBMITTALS AND INVOICES

As more specifically described in Article 4, the Architect/Engineer will review, approve or take other appropriate action relating to Contractor's submittals, including shop drawings, product data and samples, and as – built drawings, to assure conformance with the requirements of the Contract. Such actions shall be taken with reasonable promptness. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.5 PAYMENT APPROVALS

3.5.1 The Architect/Engineer is responsible for the timely review of all invoices submitted by the Contractor. The Architect/Engineer shall inform the Contractor of any deficiencies therein. When the payment voucher is deemed accurate, the Architect/Engineer shall recommend approval of Contractor invoices.

3.5.2 The Architect/Engineer will review and recommend approval of Contractor closeout documentation in conjunction with the final application for payment.

ARTICLE 4 - THE CONTRACTOR

4.1 REVIEW OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS

4.1.1 The Contractor shall thoroughly examine and be familiar with all of the Contract Documents and the Site. The Contractor shall investigate and accurately determine the nature and location of the Work, the current building equipment and systems, labor and material conditions, and all matters which may in any way affect the Work or its performance.

4.1.2 The Contractor shall be deemed to have verified all reasonably observable conditions outside the Contract limit lines to determine whether any conflict exists with the Work that the Contractor is required to perform under the Contract. This includes but is not limited to a check on elevations, utility connections and other Site data. If a condition changed from the time of the bid to the time of the issuance of the Notice to Proceed, the Contractor shall notify the Architect/Engineer immediately. The Contractor shall immediately report any conflicts prior to the bid proposal due date or waive any claim for additional compensation arising from such conflict.

4.1.3 During the progress of the Work, the Contractor shall immediately report in writing any alleged error, inconsistency, ambiguity or omission in the Contract Documents to DPMC. The Contractor shall not continue with any Work that is affected by such alleged error, inconsistency, ambiguity or omission until the DPMC has had the opportunity to respond. Any error, inconsistency, ambiguity or omission shall be addressed pursuant to appropriate procedures set forth in these General Conditions.

4.1.4 Following notification of an alleged error, inconsistency, ambiguity or omission, the DPMC may issue supplemental instructions for the proper execution of the Work. The Contractor shall do no work without proper supplemental instructions. In giving such supplemental instructions, the DPMC will have the right to direct the Contractor to make minor changes in the Work without payment of additional monies. This provision is not intended to infringe upon or limit the DPMC's authority to otherwise direct changes in the Work, described elsewhere in these general conditions.

4.1.5 Where certain work is shown in complete detail, but not repeated in similar detail in other areas of the drawings, or if there is an indication of continuation with the remainder being shown only in outlines, the Work shown in detail shall be understood to be required in other like portions of the Project.

4.1.6 Unless otherwise directed in writing by the DPMC, the Contractor shall perform no portion of the Work without appropriate approvals as may be applicable and required by the Contract Documents.

4.1.7 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, equipment, materials, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution, protection, and completion of the Work.

4.2 INSURANCE

The Contractor shall secure and maintain in force, for the term of the Contract, insurance coverage provided in Section 13.4. The Contractor shall provide the State of New Jersey with current certificates of insurance for all coverage and renewals thereof which must contain a provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) calendar day's written notice to the State of New Jersey. If cancellation occurs, the Contractor shall immediately procure new coverage, not allowing any lapse of coverage to occur.

4.3 PERMITS, LAWS, AND REGULATIONS

4.3.1 The DPMC will obtain and pay for the construction permits and inspections (building, plumbing, electrical, elevator and fire), required by the Department of Community Affairs (DCA). When permits are issued by DCA, the appropriate licensed Contractors and/or Subcontractors shall be required to fill out the Contractor section of the Sub-Code Technical Section and sign and affix their raised seal thereto.

4.3.2 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, and which are legally required at the time of receipt of bids.

4.3.3 All Work must be done in accordance with the NJUCC. No Work requiring inspections and approval by construction NJUCC Code Officials is to be covered or enclosed prior to inspection and approval by the appropriate NJUCC enforcement officials.

4.3.4 The Work performed pursuant to this Contract is exempt from local ordinances, codes and regulations as related to the building and the Site on which it is located, except in certain limited circumstances, where construction could adversely affect adjacent property, public sidewalks and/or streets. In those instances, the Contractor shall coordinate its activities with municipal and/or highway authorities having appropriate jurisdiction.

4.3.5 Immediately upon receipt of the contract award documents from the DPMC, the Contractor shall notify all utility companies involved regarding utility services required for completion of the Work. Such notification shall be in addition to any notification requirements imposed by law, including, without limitation, the Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq.

4.3.6 The Contractor shall perform all soil conservation measures in accordance with County Soil Conservation District requirements.

4.3.7 The Contractor shall perform all sewerage disposal work in conformance with the regulations of the State's Department of Environmental Protection.

4.3.8 The Contractor shall be responsible for obtaining timely NJUCC inspections of the Work from the applicable State agency. The Contractor shall request such inspections through DPMC authorized representatives allowing for sufficient notice to enable NJUCC inspections to be scheduled without delay to the Work.

4.3.9 Consistent with section 4.4 and 4.5 of these General Conditions, the Contractor shall be responsible for its own actions and protect, defend and indemnify the State from all

fines, penalties or loss incurred for, or by reason of, the violation of any municipal ordinance or regulation or law of the State while the Work is in progress.

4.3.10 The Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 and all of the rules and regulations promulgated there under.

4.3.11 If the Contractor causes a substantial violation of a State, local or federal statute or regulation on the Project, DPMC may declare the Contractor to be in default, and/or terminate the Contract.

4.3.12 Prior to the start of any crane equipment operations, the Contractor shall make all necessary applications and obtain all required permits from the Federal Aviation Administration (F.A.A.). When the F.A.A. has jurisdiction, the sequence of operations, timing and methods of conducting the Work shall be approved by the F.A.A.

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

4.4 RESPONSIBILITY FOR THE WORK

4.4.1 The Contractor shall be responsible to the State and to any separate Contractors and/or consultants including, without limitation, the Architect/Engineer, for the acts, errors and omissions of its employees, Subcontractors and their agents and employees that injure, damage or delay such other Contractors and/or consultants in the performance of their work.

4.4.2 The Contractor shall be responsible for all damage or destruction caused directly or indirectly by its operations to all parts of the Work, both temporary and permanent, and to all adjoining property at no cost to the State.

4.4.3 The Contractor shall, at its own expense, protect all finished Work and keep the same protected until the Project (or identifiable portions thereof, that are declared as substantially complete and being used) is completed and accepted.

4.4.4 The Contractor shall be responsible for safety and for any damage or injury which may result from the Contractor's failure or improper construction, maintenance or operation.

4.4.5 In order to protect the lives and health of its employees, the Contractor shall comply with all applicable statutes and regulations and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc. and shall maintain accurate records of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the Contract. If a conflict should exist with the requirements of the Federal Occupational Safety and Health Act of 1970, then the most stringent statute or pertinent provision shall apply.

4.5 INDEMNIFICATION

4.5.1 The Contractor shall assume all risk of and responsibility for, and agrees to protect, defend and indemnify the State of New Jersey, its agents, and its employees, from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs of expenses in connection therewith on account of the loss of life, property, injury or damage to the person, body or property of any person or persons whatsoever, resulting from the Contractor's performance on the Project or through the use of any improper or defective machinery, implements or appliances, or through any act or omission on the part of the Contractor or its agents, employees or servants, which shall arise from or result directly or indirectly from the Work and/or materials supplied under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

4.5.2 In any and all claims against the State or any of its agents or employees, any employees of the Contractor or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

4.6 SUPERVISION

4.6.1 The Contractor shall attentively supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.6.2 The Contractor shall employ a full-time competent superintendent and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor. The State reserves the right to require a change in superintendent if the superintendent's performance, as judged by the DPMC, is deemed to be inadequate. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the Site during the progress of Work and shall represent the Contractor, and all communications given to the foreman

shall be binding upon the Contractor. The Contractor shall not employ persons unfit or unskilled in the assigned area of work.

4.6.3 The Contractor shall ensure that its Subcontractors shall likewise have competent superintendents in charge of their respective portions of the Work at all times. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Subcontractor shall employ a full-time competent foreman who shall be in attendance on the Site during the progress of the Work and shall represent the subcontractor, and all communications given to the foreman shall be binding upon the subcontractor. The Subcontractor shall not employ persons unfit or unskilled in the assigned area of work. If it becomes apparent that a Subcontractor does not have its portion of the Work under control of a competent foreman, the Contractor shall have the obligation to take appropriate steps to immediately provide proper supervision.

4.6.4 The Contractor shall employ qualified competent craftsmen in their respective lines of work. The State may require evidence that all employees have received sufficient training to execute the Work.

4.6.5 If, due to a trade agreement or project labor agreement, standby personnel are required to supervise equipment installation or for any other purpose during the normal working hours of other trades, the Contractor normally required to provide the standby services shall be deemed to have evaluated and included the costs thereof in its bid price and shall provide said services without additional charge.

4.6.6 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned.

4.7 SHOP DRAWINGS AND OTHER SUBMITTALS

4.7.1 The Contractor shall, within two weeks of the Notice to Proceed, submit to the Architect/Engineer, shop drawings and sample submission schedule for approval, which shall be used as a basis for complying with the overall progress schedule. The Contractor shall obtain, from its Subcontractor(s), all submittals including shop drawings, details, and schedules. The Contractor shall review the submittals for completeness and conformity with the Contract Documents, and shall stamp the submittals “approved”. The Contractor shall promptly forward two copies of each submittals in reproducible form to the Architect/Engineer, so as to cause no delay in its own Work or that of any other contractor. The DPMC Project number and the drawing and specification references shall be written or typed on all submissions. Failure to comply with these instructions will be sufficient reason to return the drawing to the Contractor without approval and any resulting delay in the Project shall be the sole responsibility of the Contractor.

4.7.2 The Architect/Engineer will review shop drawings and other submittals with reasonable promptness. The Contractor shall promptly make any corrections, if required by the Architect/Engineer, and resubmit a reproducible copy for approval. Within five (5) working days of final approval, the Contractor shall send the Architect/Engineer a

minimum of seven (7) prints of the finally approved shop drawings as well as seven (7) copies of all catalog cuts.

4.7.3 The Contractor shall prepare original shop drawings, and not simply copy the Contract Drawings for submission as shop drawings. All shop drawing sizes shall be in multiples of 9" x 12" (e.g., 18" x 24", 24" x 27", 24" x 36", etc.) as approved by the Architect/Engineer.

4.7.4 Any deviations or changes from the requirements of the Contract Documents, must be approved by the Architect/Engineer. A Contractor seeking approval for any deviations or changes must: a) make a written request for the proposed change; b) provide to the Architect/Engineer a detailed narrative description of the proposed change;
c) highlight on the applicable drawing the proposed change; and d) furnish a detailed description of all potential impacts on the schedule and Project budget.

4.7.5 Substitutions

4.7.5.1 Where any particular brand or manufactured article is specified, it shall be regarded as a standard. Similar products of other manufacturers, capable of equal performance and quality, may be accepted if approved by the Architect/Engineer and accepted by DPMC in writing.

4.7.5.2 In the event that a Contractor proposes a substitution to the specified equipment or materials, it shall be the Contractor's responsibility to submit proof of equality and to provide and pay for any tests which may be required by the DPMC in order to evaluate the proposal. If there is a substantial cost savings between the substitution and the specified equipment or material, the difference will be returned to the State in the form of a credit Change Order.

4.7.5.3 The application for the approval of a substitution must be submitted on the State form within 10 days of Notice to Proceed. Further, the submission shall include the following requirements:

a. A full and complete identification information;

b. The identification of the paragraph and section of the specifications for which the substitution is proposed. The attachment of data indicating in detail whether and how the equipment or material differs, if at all, from the article specified;

d. A detailed explanation of any effect the proposed substitution will have on the scope of the Work and a certification that the Contractor agrees to be responsible for any and all resulting added costs to its Work and to any additional costs incurred by the Architect/Engineer in time, labor and/or redesign of the Contract Documents;

e. The submission of documents that demonstrate proof of equality, along with an agreement to have such tests performed at the Contractor's own expense as may be required for approval by the DPMC and/or the Architect/Engineer. The Contractor shall be responsible for the cost of reviews by the Architect/Engineer of subsequent submissions of additional information.

4.7.5.4 No Contractor shall base a bid on a substitution that may have been approved on previous Projects. Bids shall be based solely on plans and specifications of this Project.

4.7.5.5 The Contractor shall not proceed with the purchase or installation of a substitution without the written approval of DPMC. Any such installation may result in the assessment of costs for its removal at the Contractor's expense, and/or other damages and/or termination of the Contract for default.

4.7.6 Additional Submissions

4.7.6.1 Samples: The Contractor shall furnish, for approval, all required samples. Such samples shall be submitted in accordance with the shop drawing and sample submittal schedule. All Work must be installed in accordance with approved samples.

4.7.6.2 Utility Service Connections: With respect to plumbing, fire-protection, HVAC, electrical and other machinery and mechanical equipment items requiring utility service connections, the Contractor must submit the respective shop drawings with the manufacturer's certified rough-in drawings, indicating accurate locations and sizes of all service utility connections.

4.7.6.3 Sleeve and Opening Drawings: Prior to installing service utilities or other piping, through structural elements of the building, the Contractor shall prepare and submit, for approval by the Architect/Engineer, accurate dimensional drawings indicating the positions and sizes of all sleeves and openings required to accommodate the Work and installation of the Contractor's piping, equipment, etc. All such drawings must contain reference to the established dimensional grid of the building. Such drawings must be submitted in accordance with the approved shop drawing and sample submission schedule.

4.7.6.4 Control Valve and Circuit Location Charts and Diagrams: For all plumbing, fire-protection, HVAC and electrical work, the Contractor shall prepare a complete set of inked or typewritten control valve and circuit location diagrams, charts and lists identifying and locating all such items, and shall place the charts, diagrams and lists under frame glass in designated equipment rooms. The Contractor shall also furnish one- line diagrams, as well as such color-coding of piping, wiring and other necessary identifications as specified or required. This information is to be framed under glass and displayed where directed.

4.7.6.5 Coordination Drawings: The Contractor shall create and update a complete, composite set of Coordination Drawings. The purpose of these drawings is to identify coordination and interference problems prior to installation. Coordination Drawings are required for all equipment rooms, above ceiling spaces, shared chases, and other areas where the Work of two or more trades is to be installed. The drawings shall be drawn to a scale not smaller than 1/4"=1'-0" (30"x42" sheet size) and shall show clearly in both plan and elevation that all Work can be installed without interference. At a minimum these drawings shall indicate:

a. The interrelationship of equipment and systems;

b. Required installation sequences;

c. Equipment foundations and pads, equipment, piping, conduits, racks, ductwork, insulation, panels, control centers, sprinkler and fire protection systems etc. and required clearances.

The Contractor shall prepare the Coordination Drawings based on the submitted shop drawings and Contract Documents. The Contractor shall prepare, submit and receive approvals for the Coordination Drawings before any sleeves or inserts are set, any floor openings are core drilled, or any equipment, equipment foundations, or related work is installed. The cost of preparing approved Coordination Drawings shall be included in the Contractor's price. DPMC may require the Contractor to identify Coordination Drawings as an item within the Schedule of Values, and incorporate them into in the Project schedule.

4.8 AS-BUILT DRAWINGS

4.8.1 The Contractor and each Subcontractor shall maintain on the Project Site at all times one set of drawings to be marked "AS-BUILT." The DPMC has the right to rely on accuracy of the "as-built" drawings provided by the Contractor. During the course of the Project, the Contractor shall mark these drawings with colored pencils to reflect any changes, as well as the dimension and the location of all pipe runs, conduits, traps, sprinkler and fire protection lines, footing depths or any other information not already shown on the drawings or differing therefrom. All buried utilities outside the building shall be located by a survey performed by a licensed surveyor who shall certify as to its accuracy. These marked-up drawings and surveys shall remain current and shall be made available to the DPMC or Architect/Engineer at all times during the progress of the Work.

4.8.2 In instances where shop drawings and/or erection drawings, of a scale larger than the Contract Drawings, are prepared by the Contractor, such drawings may be acceptable "as-built" drawings provided they are updated. A master sheet of the same dimensions as the Contract Drawings shall be prepared by the Contractor that shall indicate, sheet by sheet, a cross-reference to all shop drawings pertaining to that drawing.

4.8.3 The Contractor shall submit the "as-built" documents to the Architect/Engineer with a certification as to the accuracy of the information thereon at the time of Contract completion and before final payment will be made to the Contractor. After acceptance by the Architect/Engineer, the Contractor will furnish two sets of all shop drawings used for "as-built" documentation.

4.8.4 All "as-built" drawings as submitted by Contractors shall be dated and labeled "AS-BUILT" above the title block. This information shall be checked, edited and certified by the Architect/Engineer, who will then transpose such information from the Contractor's "as-built" drawings to the original drawings. Where shop drawings have been used by the Contractor for "as-built" documentation, the master sheet providing cross reference information, as described in section 4.8.2, shall be included in the set of "as-built" drawings furnished to DPMC.

4.9 EXCAVATIONS, CUTTING AND PATCHING

4.9.1 Soil borings, test pits or other subsurface information may be secured by an independent contractor retained by the State prior to design and construction of the Project and, if obtained, may be included in the Contract Documents for the Contractor's use. The Contractor assumes full responsibility for interpretation of said information.

4.9.2 The Contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, and other necessary materials for its Work and for all cutting, fitting, closing in, patching, finishing, or adjusting of its Work in new and/or existing construction, as required for the completed installation.

4.9.3 Approval in writing from the DPMC and the Architect/Engineer must first be obtained by the Contractor before cutting or boring through any roof, floor beams, floor construction or structural members.

4.10 TESTING

4.10.1 The Contractor shall notify the DPMC in writing of all Work required to be inspected or tested. The notice shall be provided no later than five working days prior to the scheduled inspection or test. The Contractor shall bear all costs of such inspections or tests, except for Code inspections as stated in section 4.3 of this document.

4.10.2 When mechanical, electrical or other equipment is installed, it shall be the responsibility of the installing Contractor to maintain, warrant and operate it for such period of time as required by the Contract Documents or as necessary for the proper inspection and testing of the equipment and for adequately instructing the State's operating personnel. All costs associated with the maintenance, warranty, operations, inspection and testing of equipment, as well as instructing State personnel, shall be borne by the Contractor installing the equipment. All tests shall be conducted in the presence of, and upon timely notice to, the DPMC, prior to acceptance of the equipment.

4.10.3 DPMC shall have the authority to direct in writing that special or additional inspections or tests be performed. The Contractor shall comply and give notice as detailed above.

4.10.4 In the event such special or additional inspections or testing reveal a failure of the Work to comply with the terms and conditions of the Contract, the Contractor shall bear all costs thereof, including all costs incurred by the State made necessary by such failures.

4.10.5 The Contractor shall utilize inspection or testing from those firms/entities pre-qualified by DPMC. Failure to use a firm/entity pre-qualified by DPMC shall be grounds for rejection of the inspection or test as non-conforming.

4.10.6 All submittals of inspections, test reports or requests for approval shall be accompanied by a certification signed by the Contractor, attesting to: the Contractor's knowledge of the submittal; acceptance of its findings; acknowledgment that material testing meets the required standards; and a certification of the report's representation of

the facts. Failure to provide the written certification shall be grounds for rejection of the submittal.

4.10.7 The Contractor shall ensure that a copy of the inspection report is transmitted directly to the Architect/Engineer and the DPMC. The Contractor shall ensure that it includes in all of its subcontracts and purchase orders for inspection and testing, the requirement for the inspection or testing firm/entity to submit a copy of the report directly to the DPMC representative. The Contractor shall ensure that all such reports are submitted within fourteen (14) calendar days of the test or inspection.

4.10.8 In addition to tests performed by the Contractor, the State reserves the right to engage an independent testing agency or firm to perform testing inspections. The Contractor shall provide full access, provide samples, and cooperate fully with this testing agency.

4.10.9 Testing requirements for real property installed equipment (RPIE) to be furnished by the Contractor, when such testing is required by Code, Contract, or the manufacturer, shall be performed by a testing laboratory pre-qualified by DPMC, or in the absence of such, by the manufacturer or its authorized representative. The Contractor shall provide five working days' notice to the DPMC representative, to allow sufficient opportunity to witness the test.

4.10.10 The DPMC may order that any part of the Work be re-examined by the DPMC, and if so ordered, the Contractor shall open or uncover such work for re-inspection by the DPMC. If such work is found to be in accordance with the Contract, the DPMC shall pay the cost of re-inspection; however, if such work is not found to be in accordance with the Contract, the Contractor shall be responsible for the cost of re-inspection and replacement of any defective or non-conforming work.

4.11 EQUIPMENT AND MATERIALS

4.11.1 The Contractor warrants that all materials and equipment furnished under the Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from faults, defects, and installed in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the DPMC or the Architect/Engineer. If required by the Architect/Engineer or the DPMC, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to but not in lieu of any other warranty or guarantee provided for in the Contract.

4.11.2 The Contractor shall submit to the Architect/Engineer an original and six copies of the request for approval of materials on the form provided by DPMC for approval. Each item of material listed shall be marked "As Specified", "Substitution" or "Unspecified" as appropriate.

4.11.3 The Contractor shall furnish and deliver the necessary equipment and materials in ample quantities and as frequently as required to avoid delay in the progress of the Work and shall store them so as not to cause interference with the orderly progress of the Project.

4.11.4 The Contractor shall furnish and pay for all necessary transportation, storage, scaffolding, centering, forms, water, labor, tools, light and power and mechanical appliances and all other means, materials and supplies for properly executing the Work under this Contract, unless expressly specified otherwise in the Contract Documents. The Contractor shall have its representatives at the Site to accept delivered materials. State agencies employees and/or representatives will not accept materials, nor will State agency employees and/or representatives be responsible for damage, theft, or disappearance of the Contractor's materials, equipment, tools, or other property.

4.11.5 Pursuant to N.J.S.A. 52:33-2, products manufactured or farm products grown in the United States shall be used in this work, whenever available. Notwithstanding any inconsistent provision of any law, and unless the Director of DPMC shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, only domestic materials shall be acquired or used for any public work. This requirement shall not apply with respect to domestic materials to be used for any public work, if domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

4.11.6 No materials, equipment, or supplies for the Work shall be purchased by the Contractor subject to any lien or encumbrance or other agreement by which an interest is retained by the seller. This clause shall be a condition included in all agreements between the Contractor and its Subcontractors. The Contractor warrants, by signing its invoice, that it has good and sufficient title to all such material, equipment and supplies used by it in the Work, free from all liens, claims or encumbrances.

4.12 TEMPORARY FACILITIES

The Contractor shall be responsible for providing for its own storage areas, employee vehicular parking and staging areas, excavation borrow/spoils designated areas, commercial canteen areas, and all other areas necessary for use by the Contractor. The Contractor shall locate these areas to suit Project requirements, subject to DPMC approval.

4.12.1 Field Offices - The Contractor will provide and maintain during the contract duration an on-Site suitable weather-tight insulated field office conveniently located, and shall maintain therein a complete set of Contract Documents including plans, specifications, CPM network diagrams, Change Orders, logs and other details and Project correspondence. Subject to the DPMC’s written approval and at a date designated by DPMC, the field office may be removed upon enclosure of the building and space may be allocated for field offices within the building. The contents and operations will be transferred to the interior of the Project building by the Contractor, and said office(s) shall be maintained by the Contractor until Final Acceptance or until the DPMC approves its removal. The Contractor will be responsible to obtain and pay for all permits required for the Contractor’s field offices.

4.12.2 Telephones - The Contractor shall provide its own telephones. The State will be responsible only for the cost of calls made by State employees, if there is a documented cost for same.

4.12.3 Storage - The Contractor will provide and maintain, for its own use suitable and safe temporary storage, tool shops, and employees' sheds for proper protection, storage work and shelter. The Contractor shall maintain these structures properly and remove the

structures at the completion of the Work. The Contractor shall be responsible to maintain these facilities and the areas around the facilities in a clear and clean manner. The Contractor shall be responsible for correcting defects and damage caused by such use. Rooms in buildings at the Project Site may be used as shops and storerooms, conditioned upon written approval from DPMC.

4.12.4 Toilet Facilities

a. The Contractor shall provide and pay for suitable temporary toilets at an approved location on the Site and prior to the start of any field work. The toilet facilities shall comply with federal, State and local laws and regulations. The Contractor will be responsible for maintenance, removal and relocation as described hereinafter.

b. The Contractor shall provide a temporary toilet and/or indoor toilet connected to water and sewer to accommodate the meeting room and the Architect/Engineer's office, as well as the DPMC office.

c. Toilets shall be serviced by a qualified and experienced firm authorized to maintain services.

d. Each portable toilet facility shall be maintained in a neat and clean condition and serviced at least twice a week, including the removal of waste matter, sterilizing, recharging tank, refilling tissue holders, and thoroughly cleaning and scrubbing entire interior.

e. Toilet facilities in a multiple-story building shall be located on no less than every other floor, unless otherwise directed in writing.

f. Toilet service shall be relocated inside the building and connected to water and sewer as the progress of the Work will allow.

g. When temporary toilets are connected to water and sewer lines, precautions shall be taken to prevent freezing.

h. The Contractor shall remove the temporary toilet units from the Work Site at the completion of the Work, or when so directed by the DPMC or the Architect/Engineer.

i. Workers are not to use the finished bathroom and toilet facilities in the Project buildings. Reasonable steps must be taken by the Contractor to enforce this rule.

4.12.5 Access, Roads and Walks

a. The Contractor shall be responsible for providing and maintaining unobstructed traffic lanes on the designated construction access routes shown on the Contract Drawings or as reasonably required so as to perform the Work. The Contractor shall provide and maintain all reasonably required safety devices. The Contractor shall provide any necessary additional materials, grading and compaction, and shall remove snow and debris as necessary to provide and maintain the access roadway and pedestrian ways in serviceable condition.

b. The Contractor shall be responsible for constructing and maintaining all roadways, drives and parking areas within or proximate to the Site free and clear of

debris, gravel, mud, snow, ice, or any other Site materials, by ensuring that all reasonably necessary measures are taken to prevent such materials from being deposited on such surfaces. This includes, as may be appropriate, the cleaning of vehicle wheels and/or other necessary maintenance, prior to exit from the Construction Site. Should such surface require cleaning, the Contractor will clean these surfaces without additional cost to the State. The Contractor will be held accountable for any citations, fines, or penalties imposed on the State for failing to comply with local rules and regulations related to Site and off-Site maintenance.

c. The Contractor shall not commence final construction of permanent driveways, parking areas or walks without the written approval of the DPMC. The Contractor shall provide additional materials and labor for maintaining and reworking the sub-grade prior to completion of the Work, to ensure improvements conform fully to the specifications.

d. The Contractor shall obtain written permission from the State for the use of any existing driveways or parking areas not specifically designated for such use in the Contract Documents. If permission is granted, the Contractor shall maintain such driveways and areas in good condition during the construction period, and at the completion of the Project, shall leave them in the same or better condition as at the start of the Work. Conditions before use shall be carefully photographed and documented by the Contractor.

4.12.6 Light and Power

a. The Contractor shall extend electrical service to the building or buildings at locations approved by the DPMC. Temporary electrical service shall be independent of the existing permanent service. Initial temporary service shall be three phase or single phase as indicated in the Contract Documents. The Contractor is responsible to investigate and verify the appropriateness and availability of electrical service with the local utility company prior to the bid date. The Contractor's bid shall be deemed to include all costs associated with providing this power. Temporary light and power installations, wiring, and miscellaneous electrical hardware must meet the electrical Code and will be inspected by NJUCC officials. The Contractor shall provide the necessary distributing facilities and a meter, and shall pay the cost of running temporary services from the nearest utility company power pole. All costs shall be included in the Contractor's bid.

b. In the event that a water well is the source of water supply for the Project, the extension of electrical service shall include the necessary wiring of sufficient capacity to the location of the well for the operation of the well pump. Where service of a type other than herein mentioned is required, the Contractor requiring it shall install and pay all costs of such special service. The size and incoming service and main distribution switch and panel shall be sized as any service by NEC requirements.

c. The Contractor shall provide all electrical service for the operation of elevator equipment during construction.

d. The Contractor shall pay for the cost of all electric energy used on distribution lines installed.

e. The Contractor shall provide and pay for all maintenance, servicing,

operation and supervision of the service and distribution facilities.

f. If the Contractor fails to carry out its responsibility in supplying uninterrupted light and power as set forth herein, the Contractor shall be held responsible for such failure, and the DPMC shall have the right to take such action as is deemed proper for the protection and conduct of the Work. Any costs associated with DPMC obtaining or supplying light and power shall be deducted from any payment due to the Contractor.

g. The Contractor shall comply with the requirements of the Federal Occupational Safety and Health Act of 1970 with regard to temporary light and power.

4.12.7 Temporary Enclosures

Whenever necessary in order to maintain proper temperatures for the execution or protection of the Work, the Contractor shall furnish and maintain temporary enclosures for all openings in exterior walls that are not enclosed with finished materials. Temporary wood doors shall be provided at door openings.

4.12.8 Temporary Heating, Ventilation and Air Conditioning

a. Prior to Enclosure - Prior to the building being enclosed by walls and roof, if the outside temperatures falls below 45 degrees Fahrenheit ("F") at any time during the day or night, and heat is required for work in progress or for its protection or curing, the Contractor shall furnish, at its expense, acceptable means to provide sufficient temporary heat to maintain a temperature required by the Work being performed but in no case less than 45 degrees F.

b. Generally Enclosed

(1) For the purposes of establishing the beginning of the Contractor's obligation to provide temporary heat, a building or major unit thereof shall be considered generally enclosed when (a) the exterior walls have been erected, (b) a temporary roof or permanent roof is installed and in a watertight condition, and (c) temporary or permanent doors are hung and window openings are closed with either permanent or temporary weather-tight enclosures. A major unit of buildings as referred to herein shall be: (a) an entire separate structure, or (b) a fully enclosed wing which shall have a floor area equal to at least 50% (fifty percent) of the total floor area of the Project.

(2) As soon as the DPMC determines that the building, or a major unit thereof, is "generally enclosed" by walls and roof, and when the outside temperature falls below 55 degrees F. at any time during the day or night, the Contractor shall furnish sufficient heat by the use and maintenance of LP gas heaters or other acceptable means to maintain a temperature of not less than 55 degrees F. within the enclosed area of the building at all times, and shall remove such heaters when no longer required. The Contractor will be held responsible for providing temporary heat and for all damages resulting from freeze-ups, for the duration of the Project from the time the building is generally enclosed to Final Acceptance and occupancy. The Contractor shall remove soot, smudges, and other deposits from walls,

ceilings, and all exposed surfaces which are the result of the use of heating equipment, including the permanent heating system, during the period of its use for supplying heat. The Contractor shall not do any finish work until the areas are properly cleaned. The Contractor shall provide or arrange, at its own expense, supervision of the heating equipment at all times prior to providing heat, using the permanent heating system. This obligation shall commence immediately after the acknowledged permanent enclosure of the building or buildings, as confirmed by the DPMC. The Contractor shall furnish and pay for all fuel for heat required during the period when the building is generally or permanently enclosed.

(3) The Contractor shall not assume that the permanent heating system or any part thereof will be available for furnishing of temporary heat during the period for which temporary heat is required. The Contractor's base bid price shall therefore include the cost of all equipment necessary for providing temporary heat as required by the Contract Documents. The Contractor may use the permanent heating system, with written approval from DPMC. Such use however does not cause to commence the equipment's warranties and guarantees. The equipment's warranties and guarantees shall not commence to run until the State takes beneficial use of the Project and facility for the purposes intended.

(4) All heating equipment shall be NFPA-approved and connected to approved flues to the atmosphere. Heaters shall be approved by a recognized testing laboratory and must be equipped with a positive shut-off safety valve.

(5) Storage of gas cylinders within the building will not be permitted at any time.

(6) The Contractor shall provide fire extinguishers on each floor where heaters are used, and the areas must be adequately ventilated.

c. Permanent Enclosure

(1) When the building enclosure has been confirmed by the Architect/Engineer has been completed in accordance with the Contract Documents, and to the satisfaction of DPMC, it shall be considered permanently enclosed. The Architect/Engineer will also confirm in the job meeting minutes that the building, or a major unit thereof, is permanently enclosed.

(2) The Contractor shall install adequate controls to make such temporary connection as required for the operation of the HVAC system.

(3) Should the heating system be designed for the tie-in to existing steam lines for resource of heat, the State will provide steam for temporary heat through the Project permanent heating system, at no cost to the Contractor, after the tie-in is completed by the Contractor.

(4) When the building enclosure has been confirmed by the A/E as completed, the Contractor may request permission to operate the permanent HVAC system to meet its temporary HVAC obligation. The Contractor shall maintain a minimum temperature of 55 degrees F., or a higher temperature, not to exceed 75 degrees F., as may be directed by the Contract Documents for the proper conduct and protection of the Work. The Contractor shall do so until such time as its work is completed and accepted and the Contractor is relieved of this requirement in writing by the DPMC. The Contractor shall pay for and be responsible for the maintenance in accordance with the manufacturer's recommendations, operation and supervision of the HVAC system, including the cost of all water, electricity, and fuel, until the State assumes beneficial occupancy/use of the Project.

4.12.10 Temporary Water

a. The Contractor shall provide, protect and maintain an adequate valved water supply. If the source of water supply is a well, provisions covering the supply water will include the installation of necessary power-driven pumping facilities. The well shall be protected against contamination. The water supply shall be tested periodically by the Contractor, and if necessary, shall be chlorinated and filtered. All costs of providing water will be paid for by the Contractor.

b. The Contractor is responsible to protect all temporary and permanent water lines from damage or freezing. Should water connections be made to an existing line, the Contractor shall provide a positive shut-off valve at its own cost and expense.

4.12.11 Standby Personnel

If, pursuant to trade agreement to which the Contractor is a party, the Contractor is obligated, to employ standby personnel then the Contractor shall determine and include all such costs thereof in its bid proposal. The Contractor shall not, at any time, make a claim to the State for costs relating to standby maintenance or standby supervision for electric motor-driven or other equipment.

4.12.12 Dust Control

a. The Contractor shall provide and maintain necessary temporary dust-proof partitions around areas of Work in any existing building or in new building areas as directed by the Architect/Engineer or the DPMC.

b. The Contractor shall provide and maintain Site dust control of Projects with on-Site construction as directed by the Architect/Engineer or the DPMC.

4.13 STORAGE AND SITE MAINTENANCE

4.13.1 The Contractor shall confine its apparatus, the storage of its equipment, tools and materials, and its operations and workers to areas permitted by law, ordinances, permits, and Contract as set forth in the Contract Documents, the rules and regulations of the State, or as ordered by the DPMC. The Contractor shall not unreasonably encumber the Site or the premises with materials, tools and equipment.

4.13.2 The Contractor shall, at all times during the progress of the Work keep the premises and the job Site free from the accumulation of all refuse, rubbish, scrap materials and debris caused by its operations and/or the actions of its employees, Subcontractors and/or workers, to ensure that, at all times, the premises and Site shall present a neat, orderly and workmanlike appearance. This is to be accomplished as frequently as is necessary by the removal of such refuse, rubbish, scrap materials and debris from the Site and the State's premises. Loading, cartage, hauling and dumping of same will be at the Contractor's expense.

4.13.3 At the completion of the Work, the Contractor shall remove all of its tools, construction equipment, machinery, temporary staging, false work, mock-ups, form work, shoring, bracing, protective enclosures, scaffolding, stairs, chutes, ramps, runways, hoisting equipment, elevators, derricks, cranes, and any other materials and equipment brought onto the Project Site.

4.13.4 Should the Contractor not promptly and properly discharge its obligation relating to Site maintenance and/or final clean up, the State shall have the right to employ others and to charge the resulting cost to the Contractor after first having given the Contractor a three-working day written notice of such intent.

4.13.5 The Contractor's responsibilities for final clean up shall include:

a. Removal of all debris and rubbish resulting from or relating to the Contractor's Work. Rubbish shall not be thrown from building openings above the ground floor unless contained within chutes.

b. Removal of stains from glass and mirrors. Glass shall be washed and polished inside and outside.

c. Removal of marks, stains, fingerprints, soil, dust or dirt from painted, decorated or stained woodwork, plaster or plasterboard, metal acoustic tile and equipment surfaces.

d. Removal of spots, paint and soil from resilient, glazed and unglazed masonry and ceramic flooring and wall work.

e. Removal of temporary floor protections; and cleaning, washing or otherwise treating and/or polishing, as directed, all finished floors.

f. Cleaning of exterior and interior metal surfaces, including doors, window frames and hardware, of oil stains, dust, dirt, paint, etc. Polishing and removal of fingerprints or blemishes from such surfaces shall be completed, as applicable.

g. Restoration of all landscaping, roadways and walkways to preexisting condition. Damage to trees and plantings shall be repaired in the next planting season, and such shall be guaranteed for one year from the date of repair and/or replanting.

4.13.6 All construction equipment, materials and/or supplies of any kind, character or description, regardless of value, which remain on the job Site for more than 30 (thirty) calendar days from the date of the Certificate of Final Acceptance, shall become the property of the State. Such construction equipment, materials and/or supplies will be disposed of in any manner the State shall deem reasonable and proper. The cost of this disposal will be deducted from any sums due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

4.14 CUT-OVERS AND INTERRUPTIONS

All cut-overs of mechanical and electrical services to existing buildings shall be approved, scheduled and coordinated in advance with the DPMC's representative and performed at a time convenient to the occupants of said buildings so as not to unreasonably interfere with its operations.

4.15 PROTECTION/SAFETY

4.15.1 Safety Precautions and Programs – The Contractor shall be responsible for initiating, maintaining and supervising all required safety precautions and programs in connection with the Work. The Contractor shall designate a responsible member of its organization at the Site whose duty shall be the prevention of accidents. This person shall be competent to review, implement and coordinate the safety programs being performed as required by Occupational Safety and Health Administration (OSHA) or any other agency having authority over safety on a State Construction Site.

4.15.2 Protection of Persons

a. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(1) Every employee on the Site and all other persons who may be affected thereby;

(2) All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor, or any of its Subcontractor(s) or lower tier sub-Subcontractor(s); and

(3) Other property at the Site or adjacent thereto (whether owned by the State or not), including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

b. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

c The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including but not limited to rails, night-lights, aircraft warning lights, the posting of danger signs and other warnings against hazards, promulgating safety regulations, notifying owners and users of adjacent utilities and other means of protection against accidental injury or damage to persons and property.

d. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of the Project, its employees, or any other person on the Project Site.

e. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any of its Subcontractors, lower tier Subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible. These obligations are in addition to those stated elsewhere herein.

4.15.3 Protection of Property

The Contractor shall have full responsibility to install, protect, and maintain all materials and supplies in proper condition whether in storage or off the Site and to immediately repair and/or replace any such damage until Final Acceptance. The Contractor shall maintain an inventory of all materials and supplies for the Work at the Site, that are delivered to the Site, or delivered to approved off-Site storage facilities. The State shall not be liable for any damage, theft or negligent injury to the Contractor's property.

4.15.4 Hazardous Materials

a. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

b. The Contractor shall maintain all records, reports and files of the general storage and handling of hazardous materials as required by any and all federal, State and/or local regulatory agencies.

4.16.5 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act with diligence to prevent threatening injury, damage or loss. In such case, the Contractor shall immediately, but in no case, not more than 24-hours following the emergency, notify the DPMC and the Architect/Engineer of the action taken.

4.16 UNCOVERING AND CORRECTION OF WORK

4.16.1 Uncovering of Work

a. The Contractor is obligated to provide reasonable notice to the DPMC and/or the Architect/Engineer of all work scheduled to be covered, to permit DPMC

and the Architect/Engineer the opportunity to inspect the Work prior to actual covering. If any portion of the Work is covered prior to inspection by the DPMC or the Architect/Engineer, it shall be uncovered for observation. Uncovering and replacement of the covering shall be at the Contractor's expense.

b. The DPMC and/or the Architect/Engineer may request any work be uncovered by the Contractor for inspection. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be reimbursed to the Contractor. If such work is found not to be in accordance with the Contract Documents, the Contractor shall pay all associated costs.

4.16.2 Correction of Work

a. The Contractor shall promptly correct all work rejected by the DPMC or the Architect/Engineer as defective or failing to conform to the Contract Documents, whether observed before or after Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the costs of all consultant services including but not limited to the Architect/Engineer's additional services.

b. The Contractor shall remove from the Site, at its own expense, all portions of the Work which are defective or non-conforming and which have not been corrected, unless removal is waived by the DPMC.

c. If the Contractor fails to correct defective or non-conforming work in a reasonable time fixed by written Notice from DPMC, then DPMC may make arrangements for such correction by others and charge the cost of so doing to the Contractor.

d. If the Contractor does not proceed with the removal and correction of such defective or non-conforming work within a reasonable time, fixed by written Notice from the DPMC or the Architect/Engineer, any materials or equipment shall become the property of the State and the DPMC may remove and dispose the non-conforming work in any manner to best meet the interest of the State. If such material is sold and the proceeds of the sale do not cover all costs which the Contractor should have borne and any additional cost incurred by the State in the uncovering, removal, disposal and correction of non-conforming work, the difference shall be charged to the Contractor and an appropriate credit Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the State.

e. The Contractor shall be responsible for the cost of making good all work destroyed or damaged by such correction or removal.

f. Notwithstanding other obligations within the Contract Documents, nothing contained herein shall be construed to establish a time or date limitation upon which the DPMC must discover non-conforming work.

4.16.3 Acceptance of Non-Conforming Work

The DPMC may determine that the best interests of the State will be served by accepting defective or non-conforming work instead of requiring its removal and correction. In such instance, the DPMC may, by any means available, exact an appropriate reduction in the Contract sum. Such adjustment shall be effected regardless of final payment having previously been made, and the Contractor and/or its surety shall be responsible for promptly remitting any funds due the State as a result thereof.

4.17 LAYOUT AND DIMENSIONAL CONTROL

4.17.1 The Contractor shall be responsible for locating and laying out the building and all of its parts on the Site, in strict accordance with the Contract Documents, and shall accurately establish and maintain dimensional control. The Contractor shall employ and pay for the services of a competent engineer or land surveyor, licensed in the State of New Jersey, who shall be pre-qualified by DPMC to perform all layout work, and to test the level of excavations, footing base plates, columns, walls and floor and roof lines, and furnish to the Architect/Engineer, as the Work progresses, certifications that each of such levels is as required by the drawings. The plumb lines of walls shall be tested and certified by the surveyor as the Work progresses.

4.17.2 The Contractor's engineer/surveyor, in the course of layout work either on the Site or within any building, shall establish all points, lines, elevations, grades and benchm a r k s for proper control and execution of the Work. The Contractor's engineer/surveyor shall establish a single permanent benchmark as set forth in the Contract Documents to which all three coordinates of dimensional control shall be referenced. The Contractor's engineer/surveyor shall verify all Owner-furnished survey data including but not limited to topographical and utility location points, lines, elevations, grades and benchmarks, and buildings. Should any discrepancies be found between information given on the Contract Documents and the actual Site or field conditions, the Contractor shall notify DPMC and the Architect/Engineer in writing of such discrepancy, and shall not proceed with any work affected until receipt of written instructions from the DPMC.

4.18 PROJECT SIGN

The Contractor is not required to provide a Project sign. Signs provided by others will not be permitted at the Site.

4.19 SECURITY

4.19.1 The Contractor shall provide all locks, doors and security construction and personnel as required to secure the Project building throughout the period of construction.

4.19.2 The Contractor shall be responsible for the security of any temporary structures located on the premises outside of the building and/or any stored materials.

4.20 DPMC FIELD OFFICE

4.20.1 A separate on-Site field office for the use of DPMC personnel is not required for this Project.

4.20.2 If required, a separate on-Site field office for the use by the Contractor will be specified in the Temporary Facilities section of the Specifications.

4.21 PHOTOGRAPHS

4.21.1 The Contractor shall submit pre-construction photographs and videos and monthly progress photographs in duplicate to the DPMC, giving six (6) views of the Work with each application for payment until the Project is completed.

4.21.2 The photographs shall be 8" by 10" shall bear the date and time of the exposure, the DPMC Project number and title, the names of the Contractor and the name of the Architect/Engineer. All photographs shall also be submitted in digital format.

4.22 REPAIR OF FINISHED SURFACES, APPLIED FINISHES, GLASS

4.22.1 The Contractor accepts sole responsibility for repair of uncontrolled dislodging, cracking, delaminating or peeling of finished surfaces such as concrete, pre-cast concrete, cast and natural stone, unit masonry, millwork, plaster, glass and applied finishes such as compound, paint, and special coatings, within the Contract Work and the limits of specified guarantee periods, regardless of the cause.

4.22.2 The Contractor shall be responsible for replacement of all broken glass, regardless of the cause. The Contractor shall replace all broken, scratched or otherwise damaged glass before the completion and acceptance of the Work. If breakage is caused by the Owner, the Contractor will be reimbursed for the replacement costs. The Contractor shall wash all glass on both sides at completion, or when directed, removing all paint spots, stains, plaster, and other materials.

ARTICLE 5 - SUBCONTRACTORS

5.1 SUBCONTRACTORS AND MATERIAL SUPPLIER APPROVALS

5.1.1 Upon their execution, but not less than fourteen (14) calendar days prior to Subcontractor mobilization on the Site, and/or Subcontractor billing, the Contractor shall forward to the Architect/Engineer on the form provided by the DPMC the names of all its Subcontractors and suppliers, of such others as the DPMC may direct, proposed to perform the principal parts of the Work. The Contractor shall forward the appropriate DPMC form to the Architect/Engineer for approval. Department of Labor and Workforce Development Public Works Contractor Registration and New Jersey Business Registration Certificate are required for all Subcontractors.

5.1.2 If the DPMC has objection to any proposed or approved material supplier, the Contractor shall substitute another material supplier acceptable to DPMC. Under no circumstances shall the State be obligated for additional cost due to such substitution.

5.1.3 After the acceptance of bids, the Contractor shall make no substitution of any Subcontractor person or firm previously selected and approved, without prior written approval from the Architect/Engineer and DPMC. A Contractor seeking to substitute a Subcontractor person or firm shall provide written request for substitution no less than fourteen (14) calendar days prior to the execution of Work by the Subcontractor or material supplier.

5.1.4 Approval of a Subcontractor or material supplier by the DPMC and Architect/Engineer shall not relieve the Contractor of the responsibility of complying with all provisions of the Contract Documents. The approval of a Subcontractor or material supplier does not imply approval of any construction, material, equipment or supplies.

5.2 CONTRACTOR-SUBCONTRACTOR RELATIONSHIP

5.2.1 The Contractor acknowledges its full responsibility to the State for the acts and omissions of its Subcontractors and lower tier subcontractors, and of persons and firms either directly or indirectly employed by them, equally to the extent that the Contractor is responsible for the acts and omissions of persons and firms directly or indirectly employed by it. The Contractor acknowledges that it remains fully responsible for the proper performance of its Contract regardless of whether work is performed by the Contractor's own forces or by Subcontractors engaged by the Contractor.

5.2.2 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the State. Further, no Subcontractor or material supplier shall be deemed an intended third-party beneficiary under this Contract.

5.2.3 The Contractor shall require, in its agreements with Subcontractors and as a condition of agreement, that each Subcontractor require in its agreement(s) with lower tier Subcontractors and Suppliers, that the Subcontractor understands that there is no contractual obligation of any kind between the State and Subcontractor and the Subcontractor’s sole recourse lies with the Contractor and/or the surety, and not with the State, that each Subcontractor and lower tier Subcontractor, bound by the terms of the Contract Documents for this Contract, and assume toward the Contractor all the obligations and responsibilities which the Contractor assumes, pursuant to the Contract Documents.

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

6.1 GENERAL

The Contractor shall be required to provide Graphic Format progress schedules, as defined in section 6.2 below.

6.2 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR

6.2.1 Schedule Format: The Contractor shall be responsible for preparing, updating and distributing a Gantt chart progress schedule constructed using either Microsoft Project or a Microsoft Project compatible software ["Schedule"] for the Project work in accordance with this Sub- paragraph.

6.2.1.1 The Schedule must be furnished as a Microsoft Project file and in paper format if required.

6.2.2 Requirements for what is included in the Schedule: The Schedule shall fully describe the Project work in sufficient detail to satisfy the Architect/Engineer and the Director.

6.2.2.1 The Schedule must be accurate in its depiction of all Project activities.

6.2.2.2 The Schedule shall, at a minimum, indicate in suitable detail, all significant features of the work or work activities to be performed, including the placing of orders and anticipated delivery dates for critical items, dates for submissions and approvals of submittals and shop drawings, all Change Order work , all necessary inspections, the beginning and time duration for all tasks, predecessors and successors for each task, contract milestones, the NTP, the dates of Substantial and Final Completion of the work and significant Agency or State milestones, when applicable.

6.2.2.3 The Schedule must show the Project's critical path.

6.2.2.4 The Contractor may be required to add other information to the Schedule including, but not limited to, costs and resources.

6.2.2.5 The Schedule must show the durations in calendar day and acknowledge weekends and State holidays as non-working days, unless otherwise required by the Contract.

6.2.2.6 The Schedule must show the date of Substantial Completion occurring on or before the contract duration end date unless otherwise approved by the Architect/Engineer and the Director.

6.2.3 The Schedule as the Project record: The Contractor agrees that the Schedule shall constitute the official historical record of Project's progress.

6.2.4 Approved Schedule: All references herein to the Schedule shall mean a Schedule that is approved by the Project Team including, but not limited to the Architect/Engineer and the Director.

6.2.4.1 The Architect/Engineer or Director can request the addition of information to the schedule when it is, in their opinion, necessary to better describe the Contractor's work effort prior to granting their approval.

6.2.5 Complying with the Schedule: The Contractor shall furnish sufficient labor, materials and equipment to ensure the prosecution of the work in accordance with the Schedule.

6.2.6 Recovery Schedule: The Contractor is required to provide a recovery schedule if the completion time for any task deemed necessary for Substantial Completion is not scheduled to be complete prior to the contract duration allotted in the Contract.

6.2.6.1 To create the recovery schedule the Contractor shall, among other things, revise the sequence of tasks and /or the time for performance of tasks through concurrent operations, additional manpower or, when allowable, overtime or additional shifts etc. until it is assured that Substantial Completion will occur on or before the Contract completion date.

6.2.6.2 The State will not allow any additional charges for work performed or made necessary in order for the Contractor to comply with the dates shown in the recovery schedule i.e. no additional charges will be allowed the Contractor for overtime, additional manpower, equipment, additional shifts, etc., except as provided for elsewhere in the Contract.

6.2.6.3 The Contractor is required to perform in accordance with the tasks and durations as shown in the recovery schedule including meeting the dates shown for Substantial and Final Completion.

6.2.6.4 The recovery schedule must comply with all requirements of this section and all references to and requirements for the Schedule shall also apply to the recovery schedule.

6.2.7 Submission and review requirements for the Project schedule:

6.2.7.1 The Contractor must submit and obtain approval of the initial schedule within 30 days after the Notice to Proceed, but in no case later than the first application for payment.

6.2.7.2 Subsequently the Contractor must update and submit the Project schedule immediately upon the occurrence of a change in an activity or event that may, in the Architect's/Engineers/s opinion, significantly change the current approved schedule, but at a minimum the schedule must be updated every two weeks and submitted at the bi-weekly progress meeting.

6.2.7.3 The updated schedule must include any activities that were added for any reason including, but not limited to Change Order work approved to date.

6.2.7.4 The updated progress schedule shall include the progress achieved for each activity that was scheduled including the actual dates the work was started and completed.

6.2.7.5 The Project schedule shall be reviewed in detail at every bi-weekly progress meeting.

6.2.7.6 The absence of bi-weekly meetings does not relieve the Contractor of his obligation to provide a schedule every two weeks.

6.2.7.7 The Architect/Engineer or Director reserves the right to cancel or reschedule the bi-weekly meeting or otherwise take preemptive action if the contractor does not have an approved progress schedule ready for submission as described herein.

6.2.8 Schedules and payments or extensions of time:

6.2.8.1 The Contractor will make no claim for, and have no right to, additional payment or

extension of time for completion of the work in accordance with the schedule, or any other concession because of any misinterpretation or misunderstanding on the Contractor's part of the Project schedule, or because of any failure on the Contractor's part to become fully acquainted with all conditions relating to the Project schedule and the manner in which it will be used on the Project, or because of any other Contractor's failure to properly participate in the development of a schedule or to perform the Contract in accordance with the schedule.

6.2.8.2 A copy of the current, updated and approved schedule is a required attachment to each application for payment.

6.2.8.3 Failure to include a copy of the current, updated and approved schedule with the payment request shall be cause for rejection of the progress payment request.

6.2.9 Two week look ahead/look behind work plan: In addition to the Project schedule requirements, the Contractor is required to submit a two week look ahead/look behind work plan at every bi-weekly Project meeting.

6.2.9.1 The work plan shall focus on the activities that have been completed in the last two weeks and those planned for the next two weeks.

6.2.9.2 The work plan shall be in greater depth than the overall Project schedule.

6.2.9.3 The work plan shall identify the Contractor's activities that impact the operations and occupants of the State building or facility of the subject Project.

6.2.9.4 The work plan shall be a subset of the current schedule and all activities shall coordinate between them.

6.2.9.5 The absence of a bi-weekly meeting shall not relieve the Contractor of his responsibility to provide this work plan.

6.2.9.6 This work plan is in addition to and not in lieu of the schedule requirements described in Sub- paragraphs 6.2.1 through 6.2.8 above.

6.2.10 The Contractor agrees that no time extension will be granted for time lost due to normal seasonal weather conditions. In order to qualify for consideration for a time extension due to adverse weather conditions, it must be shown by clear and convincing evidence that the weather conditions during a given quarterly period (summer, fall, winter, spring) were more severe than the previous five-year (5) average for the Project geographical area, and that these weather conditions critically impacted the final Project completion date by delaying the performance of work. If abnormal weather losses can be shown to have impacted the Project completion date, a non-compensable time extension will be considered for that portion of the proven weather-related delays, which exceeded normal weather losses that should have been anticipated for the quarterly period in question.

6.2.11 The “Construction Duration” identified on the Bid Proposal Form shall be from the effective date set forth on the written Notice to Proceed to Substantial Completion.

ARTICLE 7 - TIME OF COMPLETION

7.1 CONTRACT DURATION/NOTICE TO PROCEED

7.1.1 Contract duration shall commence on the effective date set forth on the written Notice to Proceed. The Notice to Proceed will be issued by the DPMC after the DPMC's receipt and acceptance of properly executed Contract Documents, including performance and payment bonds, proof of insurance and permit technical information submitted by the Contractor and/or Subcontractors. The Contractor shall not be entitled to delay, disruption, acceleration or any other claims arising from a deferred issuance of the Notice to Proceed.

7.1.2 The Contractor shall perform no work at the Contract Site prior to the issuance of the Notice to Proceed.

7.2 SUBSTANTIAL COMPLETION

7.2.1 At the request of the Contractor, the Architect/Engineer or the DPMC, the Contractor and the DPMC representative may make a joint inspection of the Work for the purpose of determining if the Work is substantially completed in accordance with the definition provided in Article 1. If DPMC, in its sole discretion, finds that the Work is substantially complete, then the DPMC will issue a written Notice of Substantial Completion for Beneficial Use. Such Notice shall in no way relieve the Contractor of any contractual obligation(s) or relieve the Contractor from responsibility to promptly complete all remaining Contract Work including, but not limited to, Punch List items.

7.2.2 The standard guarantee period for equipment, workmanship and materials shall commence on the date DPMC issues the Notification of Substantial Completion for Beneficial Use, or from the time of completion and acceptance of equipment, work or materials in question, whichever is later.

7.2.3 In the event that the Project is completed in phases or stages, and/or in the event that the DPMC takes possession of any part of the Work pursuant to Section 7.4 of these General Conditions, no part of the Project shall be deemed substantially complete for purposes of the New Jersey Statute of Repose, N.J.S.A. 2A:14-1.1, prior to the issuance of a formal Notice of Substantial Completion for Beneficial Use for the all of the Work.

7.3 FINAL COMPLETION

7.3.1 Final completion of the Contract shall occur when:

a. The DPMC and the Architect/Engineer have determined that the Punch List has been completed;

b. The Contractor has complied with the Contract Document's closeout requirements;

c. The Contractor has submitted all Contract deliverables as required by the Contract Documents including but not limited to the following: "as-built"

documents, operating and maintenance manuals, attic stock, parts lists, repair source lists, training and certificates; and

d. The Contractor has submitted all warranties, guarantees and/or maintenance bonds required under the Contract.

7.4 PARTIAL OCCUPANCY FOR USE

7.4.1 Use and possession prior to completion: The DPMC shall have the right to take possession or use of any completed or partially completed part of the Project. Said possession or use shall not be deemed acceptance of the Work performed on the Project.

7.4.2 Prior to such possession or use, the DPMC shall furnish the Contractor with an itemized list of Work remaining to be performed or corrected on such portions of the Project that are to be possessed or used by the State. Failure by the DPMC to list any item of work shall not be deemed an acceptance of any Work under the Contract.

7.4.3 The Contractor shall not be entitled to recovery of money damages for any delays, disruptions or inefficiencies caused by such partial occupancy.

7.5 DELAY, DISRUPTION AND INTERFERENCE

7.5.1 Delay - Time Extension. If the Contractor's work is delayed, disrupted or interfered with by act, neglect or default of any party, including the State, the Architect/Engineer, or by strikes, lockouts, fire, unusual delay by common carriers, natural disasters, or by any cause for which the Contractor is not responsible; then for all such delays and suspensions, the Contractor shall be allowed one (1) calendar day addition to the time herein stated for each and every calendar day of such delay so caused in the completion of the Work as specified above, the same to be determined by the DPMC. No such extension shall be granted for any delay unless, within ten (10) calendar days after the beginning of such delay, a written request for additional time shall be filed with the DPMC.

7.5.2 Contractor's Damages for Delay, Disruption or Interference

The Contractor shall not be entitled to recovery of money damages from the DPMC caused by delay, disruption or interference with the Contractor's Work except as expressly provided under this section 7.5.2. The Contractor expressly agrees that the Contractor's remedy for delay, disruption of interference shall be limited to an extension of time only and that there shall be no recovery of money damages by the Contractor for any delay, disruption or interference with the Contractor's work attributable to any cause whatsoever (other than the State's negligence, bad faith, active interference or other tortious conduct). The Contractor expressly agrees that it shall not be entitled to recover damages due to delay, disruption or interference caused by any of the following:

a. Delayed execution of the Contract or any of the causes referenced in paragraph 7.5.2;

b. Any act or omission by any party other than the State, including, but not limited to, the Architect-Engineer, any other Contractor or Subcontractor, any CPM or other consultant retained by the State, any independent construction manager retained by any agency or instrumentality of the federal government or of any local governmental entity or any utility (e.g., gas, electric, telephone, cable);

c. Any act or omission of any agency or instrumentality of the State, other than the DPMC, including, without limitation, the Department of Environmental Protection and the Department of Community Affairs;

d. Weather;

e. Subsurface conditions of any type including, without limitation rock and underground utilities, whether or not such conditions were reasonably ascertainable to the Contractor at the time of bidding;

f. Use of all or any portion the Project premises prior to completion of the Work to the extent that such use is permitted under the terms of the Contract;

g. Delay in obtaining any permit or approval;

h. Delay caused by the issuance of any court order, injunction or restraining order;

i. Any delay which does not entitle the Contractor to an extension of the Contract Completion Time under Section 6.2.8 of these General Conditions; or

j. Delay attributable to any other cause, other than a cause for which the State is legally restricted from enforcing a contractual "no damage for delay" clause under N.J.S.A. 2A:58B-3 or any other provision of law restricting or barring the enforcement of such clauses.

In interpreting this provision, the negligence or other wrongful conduct of others, including, without limitation, the Architect/Engineer, the CPM consultant, any construction management firm and any other firm or person retained by the State shall not be imputed to the State. Further, to the extent that the Contractor is entitled to recover monetary damages for delay under this Contract, such recovery shall be limited to actual direct costs incurred on account of the delay, and shall not include profit or other markup on such costs, home office overhead calculated under the Eichleay formula or any other kind of consequential or indirect cost or damage, including but not limited to any alleged cost or damage under the total cost method, the modified total cost method, or productivity factors (costs for inefficiency based on industry productivity factors such as those provided by the Mechanical Contractors Association of America (MCAA) Factors Affecting Labor Productivity).

7.5.3 The State and the Contractor agree that it would be extremely difficult to determine actual damages which the State of New Jersey will sustain as the result of the Contractor's failure to complete its work within the time stated in the Contract. Any breach by the Contractor could lead to fiscal harm to the State, including loss of use of the facility and/or insufficient capacity of the facility. Therefore, the Parties agree that the liquidated damages specified below are reasonable estimates of the damages the State of New Jersey may sustain from the Contractor's performance deficiencies set forth within this section and are not to be construed as penalties.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the State of New Jersey. Except and to the extent expressly provided herein, the State shall be entitled to recover liquidated damages under each section applicable to any given incident. The State has the sole discretion to determine whether liquidated damages should be assessed. The Contractor shall be liable to the State in the sum as set forth as liquidated damages in the Bid Proposal for each and every

calendar day that the Contractor fails to attain Contract completion of the Work.

7.5.4 It is hereby understood and mutually agreed by and between the Contractor and the State that the start date in the Notice to Proceed, the dates of all required intermediate milestones, and the times for Substantial and Final Completion, as specified in the Contract Documents, are essential conditions of this Contract.

7.5.5 The Contractor agrees that the Work shall be executed diligently, at such rate of progress as will ensure full completion of the Work within the time specified. It is expressly understood and agreed, by and between the Contractor and the State, that the time for the completion of the Work herein is a reasonable time, taking into consideration the average climactic range and usual industry conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the DPMC, then the Contractor does hereby agree, as a part of the consideration for the awarding of its Contract, to pay the State the amount as set forth as liquidated damages in the Contract for loss of use of the Project as hereinafter set forth, for each and every calendar day that the Contractor may have exceeded the stipulated date in the Contract for substantially completing the Work.

7.5.6 It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall similarly be of the essence.

ARTICLE 8 - CLOSE-OUT

8.1 CLOSE-OUT PROCEDURES/FINAL PAYMENT

As part of the final completion procedures described in Article 7 and the requirements for payment as described in Article 9, the Contractor must complete all of the Close-out procedures as follows:

a. Submit the “as-built” record documents as described in Article 4;

b. Submit all operating and maintenance manuals, parts lists, repair source parts, and certificates as defined in 8.2 below;

c. Provide the necessary training for operating systems and equipment as defined in 8.3 below; and

d. Submit all guarantees as defined in 8.4 below.

8.2 OPERATIONS, EQUIPMENT AND MAINTENANCE MANUALS

8.2.1 The Contractor shall provide six (6) copies of all operating, equipment and maintenance manuals, and applicable warranties, as identified and described in the Contract Documents. The operating, equipment and maintenance manuals and warranties, including contact personnel, addresses and telephone numbers, must include a complete description of all systems and equipment and the method of operating and maintaining the equipment. These manuals must be submitted to the Architect/Engineer for review and approval at the earliest date possible following Substantial Completion, but in all cases prior to Final Acceptance. Included within the manuals shall be a list of names, addresses and telephone numbers of all the Subcontractors involved in the installations and of firms capable of performing services for each mechanical item.

8.2.2 As a pre-condition to the Final Acceptance of a facility for beneficial use, the Contractor shall provide a "throw-away" copy of operations and maintenance manuals to allow the Using Agency's staff to operate the equipment prior to receiving the hard bound copies required by this Contract.

8.3 TRAINING

The Contractor shall provide formal instruction for DPMC-designated personnel, addressing the operation and maintenance of the facilities and all installed equipment for each operating system or major item of equipment or as otherwise specified. The operations and maintenance manuals shall be used as training materials. Unless otherwise accepted by the DPMC, training course format shall be split equally between classroom instruction and field exercise. All classroom instruction may be videotaped by the DPMC. Classroom instruction may be supported by professionally made videotapes. If used, a copy of each professional video that was utilized shall be provided to the DPMC at no cost for future training and reference.

8.4 GUARANTEE

8.4.1 The issuance of a final certificate for payment and/or partial or complete occupancy of the premises shall not be deemed an acceptance of Work not completed in accordance with the Contract Documents. The issuance of a final certificate for payment and/or partial or complete occupancy of the premises shall not relieve the Contractor or its surety of liability with respect to any express or implied warranties or responsibility for faulty materials or workmanship.

8.4.2 The Contractor shall guarantee and warrant, in writing, the Work performed and all materials furnished under this Contract against defects in materials and/or workmanship The Contractor shall be responsible for the value or repair of any damage to other Work or to the building premises resulting from the performance of the Contract.

8.4.3 The Contractor is responsible for the above-stated obligations for a period of one (1) year from the date established in 7.2.2 above. All guarantees, including bonds and registrations, required by the Contract Documents shall be in writing and delivered to the DPMC with submission of the invoice for final payment.

8.4.4 The Contractor shall, at its own expense and without cost to the State, promptly after receipt of written Notice thereof, make good any defects in materials or workmanship which may develop during stipulated guarantee periods, as well as any damage to other Work caused by such defects or by repairs. Any other defects in materials or workmanship not discovered during the guarantee period shall be repaired and/or replaced at the Contractor's expense, and such shall be completed within a reasonable time after written Notice is given to the Contractor.

8.4.5 Pursuant to the Contract Documents, certain permanent equipment, including elevators and HVAC systems, will have to be activated during construction of the Project to support construction operations. Despite any early activation during the construction of the Project, any and all equipment warranties must extend for the time periods required in the Contract Documents, starting at the date set forth in paragraph 7.2.2.

8.4.6 It is expressly acknowledged and agreed that the express and implied warranties and guarantees to which the State is entitled as well as all warranty and guarantee bonds issued by any surety, shall be in addition to and not in lieu of the State's right to seek recourse against the Contractor and the Contractor's surety for defective work.

ARTICLE 9 - PAYMENTS

9.1 INVOICES

9.1.1 Requests for payment under the Contract for materials delivered or services rendered require the proper completion and submittal of specific forms including, but not limited to, the following:

a. DPMC Form 11/AR50-1 - DPMC Invoice;

b. DPMC Form 11-2 - Monthly Estimate for Payment to Contractor;

c. DPMC Form 11-2a - Certification of Prime Contractor;

d. DPMC Form 11-2b – Certification of Subcontractor;

e. Copies of Subcontractor(s) invoices;

d. DPMC Form 11-3 - Prime Contractors Summary of Stored Materials;

e. DPMC Form 11-3A - Agreement and Bill of Sale Certification for Stored Materials;

f. Consent of Surety forms;

g. Certified Payroll Records;

h. Updated Project schedule

i. Any other information or documentation required by other provisions of the Contract Documents.

9.1.2 The Contractor shall submit the completed request for payment on a monthly basis for all properly completed billable work to the DPMC Project representative and at the address identified at the pre-construction conference.

9.1.3 One (1) original and one (1) copy of the request for payment packets shall be prepared and submitted unless otherwise specified.

9.1.4 No request for payment shall be deemed to be formally submitted and received for payment until all dollar amounts and completion percentages for each line item in the invoice has been determined and agreed upon by the State and the Contractor.

9.1.5 For the purpose of the State's Prompt Payment Act (N.J.S.A. 2A:30A-1 et seq.):

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

b. The "billing date", as the term is used in N.J.S.A. 2A:30A-2, shall be the earlier of the date upon which an invoice for payment is approved for payment or twenty (20) days after the invoice is received, unless within such 20-day period the invoice is found to be incomplete or otherwise unacceptable and returned to the Contractor, with a written explanation of deficiencies;

c. In the event that an invoice is found to be deficient and returned to the Contractor, the "billing date" shall be calculated from the date that a corrected invoice is received.

d. Payment shall be considered to have been made on the date on which a check for such payment is dated;

e. Payment terms (e.g., "net 20") offered by the Contractor shall not govern the State's obligation to make payment;

f. The following periods of time will not be included in the calculation of the due date of any Contractor invoice:

(1) Any time elapsed between receipt of an improper invoice and its return to the Contractor, not to exceed twenty (20) calendar days; or

(2) Any time elapsed between the State's return of an improper invoice to the Contractor and the State's receipt of a corrected invoice.

9.1.6 The provisions of this Article 9 shall not govern the State's payment obligations nor shall they supersede or modify any other contractual provision allowing the withholding of monies from the Contractor to the extent that the Contractor has not performed in accordance with the provisions of the Contract. Nor shall this Article 9 govern the State's payment obligations nor supersede or modify any other contractual provision governing Contractor claims for additional compensation beyond the base Contract Price and approved Change Orders.

9.2 INTEREST

9.2.1 Interest shall be payable on amounts due the Contractor if not paid within thirty (30) calendar days after the billing date specified in the above subparagraph 9.1.5(b), as provided under the State's Prompt Payment Act (N.J.S.A. 2A:30A-1, et seq.). Interest on amounts due shall be payable to the Contractor for the period beginning on the day after the required payment date and ending on the date on which the check for payment is drawn.

9.2.2 Interest may be paid by separate payment to the Contractor, such interest, if any, will be paid within thirty (30) calendar days of payment of the principal amount of the approved invoice.

9.2.3 Nothing in this Article 9 shall be construed as entitling the Contractor to payment of interest on any sum withheld by the State for any reason permitted under the Contract or applicable law, or on any claim for additional compensation, over and above sums due under the base Contract or approved Change Orders.

9.3 SCHEDULE OF VALUES AND FINAL PAYMENT

9.3.1 Unless otherwise directed, the Contractor shall furnish a schedule of amounts for Contract payments (Unit Schedule Breakdown,) of the total Contract Price, showing the amount included therein for each principal category of the Work and for each Contractor and Subcontractor, in such detail as requested, to provide a basis for determining progress payments. The schedule, as approved, shall be used only as a basis for the Contractor's estimates for progress payments, and approval by the DPMC does not constitute acceptance of the allocability and allowability of costs to a specific element of Work. The Contractor is cautioned that no payment requests shall be approved until the Unit Schedule Breakdown

has been approved in writing by the DPMC.

9.3.2 The State will make progress payments monthly as the Work proceeds based upon the Unit Schedule Breakdown.

9.3.3 All material and Work paid pursuant to progress payments shall thereupon become the sole property of the State. This provision shall not be construed as relieving the Contractor from the sole responsibility for the protection of all material and Work upon which payments have been made for the restoration of any damaged work, or as waiving the right of the State to require the fulfillment of all of the terms and conditions of the Contract.

9.3.4 Following completion and acceptance of all work, the amount due the Contractor under this Contract shall be paid only upon satisfactory completion, by the Contractor, of all Contract close-out requirements, completion of a State audit on all Contract values and payments, and after the Contractor has furnished the State with a release of claims against the State, arising by virtue of this Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the release.

9.3.5 If for any reason the Contractor refuses final payment, the Project may be closed out by the State by the processing of a Final Contract Acceptance certification. The lack of such certificate shall not toll the limitations period applicable to Contractor claims against the State.

9.3.6 In addition to other warranties required by provisions of the Contract and specifications, the Contractor warrants that title to all Work, materials and equipment covered by an application for payment will pass to the State free and clear of all liens, claims, security interests or encumbrances, either upon incorporation into the construction or upon receipt of payment to the Contractor, whichever occurs first. This provision shall not be construed as relieving the Contractor from sole responsibility for the care and protection of materials and work upon which payments have been made, or for the restoration of any damaged work, or as a waiver by the State of its rights to require fulfillment of all terms of the Contract.

9.3.7 By recommending approval of any invoice, the Architect/Engineer shall not be deemed to represent that it has made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination to ascertain how and for what purpose the Contractor has used the moneys previously paid. The payment of an invoice does not constitute an acceptance of the Work. The State reserves the right to further inspect the Work and to withhold retainage and any additional funds required to pay for any corrective action for non-conforming work.

9.3.8 If any taxpayer licensed to do business in New Jersey shall be or become delinquent in the payment of taxes, assessments or fees due the State, unless under an active appeal process or any final judgment in the State's favor against the taxpayer, the DPMC may, in accordance with N.J.S.A. 54:49-19 or other applicable law withhold moneys due the said taxpayer for the purpose of assuring the payment to the State of such taxes, assessments, fees or judgment.

9.4 CERTIFICATION OF PAYMENTS TO SUBCONTRACTOR

Pursuant to N.J.S.A. 52:32-40, 41 and N.J.S.A. 2A:44-148; the Contractor shall submit a Certification of Prime Contractors form and a Certification of Subcontractor form for each Subcontractor identified in the Unit Schedule Breakdown, as part of the submission for each invoiced progress payment.

9.5 STORED MATERIALS

9.5.1 Unless specifically allowed in the Contract Documents, all materials and equipment must be delivered and installed or stored on the Site prior to payment for such material or equipment.

9.5.2 The DPMC may at its discretion allow payment for equipment stored off Site provided that the following has occurred:

a. The DPMC has approved the Contractor's written request;

b. The equipment has been properly stored in an approved location;

c. The Contractor has established the Owner's title to the specific equipment;

d. The Contractor has provided sufficient proof of insurance for the materials, equipment and the storage facility;

e. The Contractor has submitted a release of liens on said stored equipment;

f. The Contractor has submitted a statement agreeing to assume all costs for storage of material and equipment off Site, including, if required by the DPMC, the cost of storing such material and equipment in a bonded warehouse; and

g. The Contractor furnishes the "Prime Contractor's Summary of Stored Materials" and "Agreement and Bill of Sale Certification for Stored Materials" forms respectively.

9.6 ALLOWANCES

9.6.1 The Contractor shall include in its bid all allowances as may be set forth in the Contract Documents. The Contractor shall purchase the "allowed materials" as directed by the DPMC on the basis of the lowest acceptable quote from at least three competitive offers or as a negotiated cost subject to DPMC approval. If the actual cost of the "allowed materials" is more or less than the stipulated allowance, the Contract Price may be adjusted accordingly. The adjustment in Contract Price shall be made on the basis of the actual purchase cost without additional charges for overhead, profit, bond premium or any other incidental expenses. The cost of installation of the "allowed materials," unless otherwise specified, is to be included as the responsibility of the Contractor in whose Contract the allowance is included, and the Contractor installing such "allowed materials" shall not be entitled to additional payment for such installation.

9.6.2 Unless otherwise provided in the Contract Documents:

a. These allowances shall cover the Contractor's true costs, including credit for any trade discount, of the materials and equipment required by the allowance, delivered at the Site, including all applicable taxes;

b. The Contractor's costs for unloading and handling, labor, installation costs,

overhead, profit and other expenses reasonably required in connection with such allowance items shall be included in the Contract sum and not as part of the allowances.

9.7 RETAINAGE

9.7.1 In making progress payments for Contract work completed, the State will retain ten percent (10%) of the approved invoice amount until Final Acceptance and completion of all work covered by the Contract.

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

9.7.3 Withholding Payment for Non-Delivery of Data:

a. If technical data such as "as-built" drawings, reports, spare parts lists, repair parts lists, or instruction books (including additional and maintenance manuals), or any part thereof, are not delivered within the time specified by this Contract or are deficient upon delivery, the DPMC has the discretion to withhold from each invoice a percentage (in addition to any other retainage required by the Contract) of the Contract Price in accordance with the following table:

When total Contract Price is:	Percentage to be withheld is:
Less than $250,000.	10%
$250,000.01 through $1,000,000	5.0%
Over $1,000,000	2.0%

b. The withholding of any sums pursuant to this article shall not be construed as, or constitute in any manner, a waiver by the State of the Contractor's obligation to furnish the data required under this Contract. In the event the Contractor fails to furnish these items, the State shall have those rights and remedies provided by law and pursuant to this Contract, in addition to, and not in lieu of, the sums withheld in accordance with this article.

9.8 MISCELLANEOUS

9.8.1 Disputes regarding nonpayment of a Contractor's invoice under this Article 9 may be submitted to non-binding Alternative Dispute Resolution (ADR) upon mutual agreement of the State and the Contractor. In such event, the State and the Contractor shall share equally the fees and expenses of the selected mediator, arbitrator, umpire or other ADR neutral. Provided, however, that nothing herein shall be construed, in whole or in

part, as a waiver, release or modification of the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., which governs claims against the DPMC.

9.8.2 A Contractor not paid sums due under an approved invoice within thirty (30) days of the billing date may suspend performance without penalty for breach of contract, but only after providing the State with seven (7) days written notice of non-payment, and only in the event that the State fails to furnish the Contractor, within that seven-day period, a written statement of the amount withheld and the reasons for the withholding. Nothing herein shall be construed to excuse the Contractor's nonperformance, or to limit the State's rights and remedies relating to such non-performance, with regard to any monies withheld from the Contractor upon the proper notice provided under this Article 9, or with regard to any Contractor claim disputed by the DPMC.

ARTICLE 10 - CHANGES IN THE WORK

10.1 CHANGES IN THE WORK

10.1.1 The DPMC may at any time, issue a written Change Order which shall direct a change in the Work within the general scope of the Contract, including, but not limited to, changes:

a. In the plans and/or specifications;

b. In the method or manner of performance of the Work;

c. In the State-furnished facilities, equipment, materials, services, or Site; or directing acceleration in the performance of the Work; and/or

d. In the time for the completion of the Work.

10.1.2 Change Orders

10.1.2.1 The Contractor agrees to prepare and submit, within ten (10) calendar days of encountering any conditions it considers a change, or upon receiving official Notice of a proposed change or written direction to proceed with a change, a current DPMC form entitled "Contractor Change Order Request," to the DPMC. The Contractor shall submit an original of the form. Failure to submit a timely form may be grounds for rejection of the request for Change Order, at the DPMC's discretion.

10.1.2.2 All requests for Contract time extensions must be submitted in accordance with the requirements set forth in Articles 6 and 7, accompanied by copies of the current approved progress schedule and copies of a proposed progress schedule detailing the incorporation of the changed work and the effects of such incorporation on progress. Failure to provide all required information shall be grounds for rejection of the request.

10.1.2.3 DPMC will only consider a Contract duration extension Change Order request arising from changes in the Work, if that change is proven by the Contractor to have caused a delay in the completion of the Project. When the Contract duration is increased as a result of a change, the resulting change in Contract amount will include the costs of extended performance, computed in accordance with the terms of this Section, and no further consideration of such costs arising from the specific modification will be given.

10.1.2.4 Every Change Order request submitted by the Contractor shall furnish a price breakdown, which shall cover all work involved in the change whether such work was deleted, added or changed and shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, overhead costs and profit. Any amount proposed for subcontracts shall be supported by an equally detailed breakdown. In addition, if the request includes a time extension, a justification shall also be furnished. The request, together with the price breakdown and time extension justification, shall be furnished by the date specified by the DPMC.

10.1.2.5 The following rates shall apply in computing overhead (indirect costs) and profit for Change Orders that do not exceed $25,000. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and

deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

(1) fifteen percent (15%) of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen (identified by name and not included in the Project as the full-time superintendent or full-time foreman as required elsewhere in the Contract Documents), equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the Contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the Work.

(2) fifteen percent (15%) of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

b. For rented equipment, an hourly rental rate will be used which will be determined based upon the monthly rental rates in the current edition of the Rental Rate Blue Book for Construction Equipment (Rental Book) and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the Rental Book. The Contractor will be allowed only 65% (sixty-five percent) of the rental rate on Contractor-owned equipment.

c. Bond premiums and payroll taxes, if applicable, will be allowed at actual cost. The Contractor shall submit from the surety to DPMC a letter for the bond premiums.

d. The Contractor's profit on Subcontractor's work will be six percent (6%) of the Subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the Contractor. The Contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of Subcontractor exists, for the purpose of markups, they shall be treated as one Subcontractor.

e. A profit of six percent (6%), where profit is allowable by the terms of the applicable Contract provision, shall be added to the Contractor's total cost. Indirect costs shall not be duplicated in direct costs.

10.1.2.6 For Change Orders in excess of $25,000 the maximum allowable percentages of 15% overhead and 6% profit applies unless negotiated lower based upon the nature, extent and complexity of the Work involved.

10.1.2.7 The DPMC, in order to avoid delays in the progress of Work or when in the best interests of the State, has the discretion to direct the Contractor, in writing, to proceed with work claimed by the Contractor to be additional work, and/or to accelerate its work without a prior agreement on entitlement or costs. Such direction shall be in the form of a Letter of Direction. The Contractor may submit a claim for evaluation by DPMC, for costs or for time on account of such work and/or acceleration on the form entitled "Contractor Change Order Request," completed in sufficient detail and in accordance with

this article within ten (10) calendar days after receipt of the Letter of Direction. Nothing in this article shall excuse the Contractor from proceeding with the Work identified in the Letter of Direction and all other Contract Work. Issuance of a Letter of Direction under this article shall not be intended nor construed as an admission or acknowledgment by the State that the Contractor is entitled to additional compensation and/or time on account of such Work and/or acceleration.

10.2 ACCELERATION

The DPMC may order and direct the Contractor to accelerate its Work at any location(s) by increasing its forces, working overtime and/or working on Saturdays, Sundays, and holidays. If acceleration is required by the DPMC, and not due to any delays on the part of the Contractor, the Contractor will be reimbursed for additional costs.

ARTICLE 11 - CLAIMS AND DISPUTES

11.1 CONTRACTOR CLAIMS

11.1.1 Any claims made by a Contractor against the DPMC for damages, additional costs or any other claim made pursuant to the Contract are governed by and subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., as well as all the provisions in this Contract.

11.1.2 Upon presentation by the Contractor of a request in writing, the DPMC may review any decision or determination of the State or the Architect/Engineer as to any claim, dispute or any other matter in question relating to the execution or progress of the Work or the interpretation of the Contract Documents. Consistent with the intent of this Contract, the DPMC may schedule a conference for the purpose of settling or resolving such claims, disputes or other matters. Where such a conference is conducted, the Contractor and/or the Architect/Engineer shall be afforded the opportunity to be heard on the matter in question. Following review of the Contractor's request, the DPMC and the Contractor may settle or resolve the disputed matter, provided however that any such negotiations, conferences, settlement or resolution shall be subject to all requirements imposed by law, including where applicable, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). The DPMC's participation in any effort to negotiate, settle or resolve any such claim or dispute with the Contractor shall not operate to toll or extend the time limitations for notice or suit under the New Jersey Contractual Liability Act.

11.2 MUTUAL RIGHTS AND RESPONSIBILITIES OF ALL CONTRACTORS AND THE ARCHITECT/ENGINEER

11.2.1 Any Contractor or the Architect/Engineer which by its own acts, errors or omissions, damages or unnecessarily delays the Work or otherwise causes damage to the State, any other Contractor or the Architect/Engineer, shall be directly responsible to the aggrieved party or parties, for all costs and expenses incurred due to any such delays and/or damages whether by settlement, compromise or arbitration or judgment.

11.2.2 Any Contractor damaged by the actions of another Contractor or Architect/Engineer shall have a direct right to recovery against the party causing such damages, but shall not have a right to recover such damages against the State.

11.2.3 In addition, the party responsible for causing such damages agrees to defend, indemnify and save harmless the State from all such claims and damages. Nothing contained in this paragraph shall be construed to relieve the responsible party from any liability or damage sustained on account of such acts, errors or omissions.

11.2.4 The State shall not be held vicariously liable to any Contractor for any damages or additional costs caused by any acts or omissions by another party including but not limited to actions of the Architect/Engineer as specified in the above paragraph. The Contractor's exclusive remedy shall be against the party directly responsible for causing such damages or additional costs.

ARTICLE 12 - TERMINATION/SUSPENSION

12.1 SUSPENSION OF THE WORK / STOP WORK

12.1.1 If the Contractor fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents, or if the DPMC determines that it is in the best interest of the Project to do so, the DPMC may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated and the DPMC provides written Notice to the Contractor that the stopped Work may resume.

12.1.2 The DPMC shall have the right to defer the beginning or to suspend the whole or any part of the Work herein contracted to be done whenever, in the opinion of the DPMC, it may be necessary or expedient for the State to do so.

12.2 TERMINATION FOR CAUSE

12.2.1 If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials so as to avoid or eliminate delays in the orderly progress of the Work in accordance with the approved schedule; or if the Contractor fails to make prompt payment to any Subcontractor or for materials or labor; or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or if the Contractor is guilty of a material breach of a provision of the Contract Documents or otherwise fails to carry out the Work in accordance with the Contract Documents, then the DPMC may, without prejudice to any other right or remedy, and after giving the Contractor and its surety three (3) working days written Notice to forthwith address such breach and default with diligence and promptness, terminate the employment of the Contractor by the issuance of a written Notice to that effect to the Contractor and its surety, should the Contractor fail to comply with the demands of the original above mentioned Three Day Notice.

12.2.2 Upon such termination, the DPMC may take possession of the Site and of all the materials, equipment, and tools on the Site and of any materials stored off Site paid for by DPMC, and may finish the Work by whatever method the DPMC may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.3 In the event of termination for default, the surety shall either complete the principal's work or finance the completion of the Work. The surety shall not have the right to do nothing. In the event of the surety's breach of its obligations to the State, the surety shall be subject to all available damages under the law, including but not limited to debarment and the penalties imposed by New Jersey's Consumer Fraud Act.

12.2.4 Within seven (7) calendar days following receipt of Notice of Termination by the surety, the surety shall submit in writing its intention to satisfy its bond obligation to the State as obligee, and to explain its plan to complete the Work, tender a completing Contractor or finance the completion of the Work.

12.2.5 If the surety elects to take over the Work and complete same or to tender a completing Contractor, it must furnish notice of its intent to do so in writing over the

signature of an authorized representative and such notice shall be served upon the DPMC within seven (7) calendar days after service upon the surety of the Notice of Termination. This document shall identify the Contractor to perform this work.

12.2.6 If the surety elects to satisfy its bond obligation by financing the completion of the Work, in lieu of taking over same, the surety and State shall enter into an agreement, within thirty (30) days of the termination Notice, setting forth the details of the payments to be made by the surety. All current obligations for labor and materials incurred and outstanding by the defaulting Contractor on this Project shall be paid by the surety without delay, subject to allowance of reasonable time to verify such claims by the surety.

12.2.7 If the surety fails to satisfy its bond obligations within the time frames established above, the DPMC may undertake the completion of the Project in any manner deemed appropriate. In that circumstance, the surety shall not be relieved of any of its payment and performance bond obligations.

12.2.8 If the unpaid balance of the Contract sum exceeds the cost of finishing the Work (including but not limited to liquidated damages for delays and all other remaining damages sustained by the State originating from such breach of Contract), such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its surety shall be obligated to pay the difference to the DPMC promptly upon receipt of billing from the State, and this obligation shall survive the termination of the Contract.

12.3 OWNER'S RIGHT TO COMPLETE THE WORK

12.3.1 Alternatively, should the Contractor fail or refuse to correct its breach and default after receiving the required Notice as provided under Section 12.2 hereof, the DPMC, in lieu of terminating the Contractor's employment, may provide for the correction and completion of all remaining Work by other means, and deduct all costs associated with such correction and completion from any undisbursed balance of funds (including earned retainage) remaining under the Contract. Such deduction may be documented by issuance of one or more deductive Change Orders. DPMC's correction or completion of Work under this paragraph shall not operate to waive, release or diminish the liability of the Contractor and its surety to the State for any breach or default by the Contractor.

12.4 TERMINATION FOR CONVENIENCE

12.4.1 The DPMC may, at any time, terminate the Contract in whole or in any part for the DPMC's convenience and without cause when the DPMC in its sole discretion views termination to be in the public interest.

12.4.2 Upon receipt of an order of Termination for Convenience, the Contractor shall not proceed with any item of work which is not specified in the Order of Termination. The Contractor shall complete all items of work specified in the termination order. Such work shall include Punch List items and all work necessary to ensure the safety of the public, to properly secure existing work already constructed or partially constructed and to secure the Project Site. This work so ordered shall be performed in accordance with the Contract Documents, and may include items of work not in the original Contract. The Work performed shall be considered substantially complete upon completion and

acceptance of all items of work specified in the Order, except Punch List items. After completion of the Punch List items and all documents required by the Contract, the Contract shall terminate upon issuance of a Final Certificate and payment. The DPMC reserves the right to declare in default a Contractor who fails to carry out the conditions set forth in an Order of Termination for Convenience.

12.4.3 When the DPMC orders termination of the Contract for Convenience, all completed items of work as of that date will be paid at the Contract Prices.

12.4.3.1 Payment for partially completed work will be paid at agreed prices.

12.4.3.2 Payment for new items, if any, will be made either at agreed prices or in accordance with Article 10.

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

12.4.4 Within sixty (60) days of the effective termination date, the Contractor shall submit claims for additional costs actually incurred, not covered above or elsewhere in the Contract. Such claims may include reasonable mobilization costs, overhead expenses attributable to the Work performed, Subcontractor costs not otherwise paid for, actual idle labor costs if Work is stopped in advance of the termination date. The DPMC will not compensate the Contractor for costs prohibited under provisions of the Contract and/or anticipated profits on work not performed.

12.4.5 If the DPMC terminates the Contractor for cause as provided under Article 12.2 of the General Conditions, and if a court of law subsequently determines such termination for cause to have been undertaken without lawful justification, then such termination shall be deemed a termination for convenience governed by this Article 12.4. In that event, recovery by the Contractor and/or the Contractor's surety shall be limited to those costs which are recoverable following a termination for convenience under this Article 12.4.

ARTICLE 13 – OTHER REQUIREMENTS

13.1 PREVAILING WAGE

13.1.1 The Contractor shall comply with The Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto, and this act is hereby made a part of every Contract entered into on behalf of the State of New Jersey through the DPMC, except those Contracts which are not within the contemplation of the Act. The Contractor may be required to sign a Prevailing Wage Certification prior to contract award. Provisions of the Act include the following stipulations and requirements:

a. All workers employed in the performance of every Contract in which the Contract sum is in excess of $2,000 and to which the DPMC is a party shall be paid not less than the prevailing wage rate as designated by the Commissioner, Department of Labor and Workforce Development or his or her duly authorized representative.

(1) The Contractor performing public work for the DPMC and which is subject to the provisions of the Prevailing Wage Act, shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner, Department of Labor and Workforce Development. This posting shall include the effective date of any changes thereof, and shall be displayed in prominent and easily accessible places at the Site of the Work or at such place or places as are used by the Contractor/Subcontractor to pay workers' wages.

(2) At the time of the bid due date, the Bidder and any Subcontractors identified by the Bidder must be registered in accordance with "The Public Works Contractor Registration Act" (N.J.S.A. 34:11-56.48 et seq.) All questions regarding registration shall be addressed to:

Contractor Registration Unit
New Jersey Department of Labor and Workforce Development
Division of Wage & Hour Compliance
P O Box 389
Trenton NJ 08625-0389
Telephone: 609-292-9464
FAX: 609-633-8591

b. In the event it is found that any worker, employed by any Contractor covered by any Contract in excess of $2,000 for any public work to which the DPMC is a party, has been paid a rate of wages less than the prevailing wage required by such Contract, DPMC may terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may otherwise execute the Work to completion.

c. In the event that any Subcontractor retained by a Contractor on any Contract in excess of $2,000 for any public work to which the DPMC is a party, has been

paid a rate of wages less than the prevailing wage required by such Contract, DPMC may terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages, and may otherwise execute the Work to completion or may require that the Contractor immediately substitute a new Subcontractor at the costs set forth in the Contract.

d Nothing contained in the Prevailing Wage Act shall prohibit the payment of more than the prevailing wage rate to any worker employed on a Project.

e. The Contractor shall, as a condition of subcontract with any tier Subcontractor, require compliance with this section as a condition of Subcontract.

f. The State may audit the Contractor's conformance with the Prevailing Wage Act. If the result of such audit determines that the Contractor has not complied with the Prevailing Wage Act then such Contractor shall be responsible for the cost of this audit.

13.2 PATENTS

13.2.1 The Contractor shall hold and save the State and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for or on account of any patented or non-patented design, devise, invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the State, unless otherwise specifically stipulated in the Contract Documents.

13.2.2 License and/or royalty fees for the use design, devise, invention, process, article or appliance which is authorized by the State must be reasonable, and paid to the holder of the patent or his or her authorized licensee directly by the State and not by or through the Contractor.

13.2.3 If the Contractor uses any design, devise, invention, process, article or appliance covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the State of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract Prices shall include all royalties or costs arising from the use of such design, devise, invention, process, article or appliance in any way involved in the Work.

13.2.4 The Contractor and/or its surety shall indemnify and save harmless the State from any and all claims for infringement by reason of the use of such patented or copyrighted devise, invention, process, article or appliance, or any trademark or copyright in connection with Work performed under this Contract, and shall defend and indemnify the State for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the execution of the Work or after the completion of the Work. This section shall survive the termination of the Contract.

13.3 RIGHT TO AUDIT

13.3.1 The State reserves the right to audit the records of the Contractor in connection with all matters related to its Contract. The Contractor agrees to maintain its records in accordance with "Generally Accepted Accounting Principles," for a period of not less than five (5) years after receipt of final payment. All charges must be supported by appropriate

documentation, including, but not limited to canceled checks. All records shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request and at no cost to the State.

13.3.2 Pursuant to N.J.S.A. 52:15C-14 and N.J.A.C. 19:70-1.6, the Contractor shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller or other State audit agency upon request and at no cost to the State.

13.3.3 The Contractor shall develop, maintain and make available to the DPMC on request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, Change Orders, all original estimates, takeoffs and other bidding documents, all Subcontractor and supplier Contracts and changes, all records showing all costs and liabilities incurred or to be incurred in connection with the Project (including all Subcontractor and supplier costs), all payment records and all records showing all costs incurred in labor and personnel of any kind, records and other data as the State may request concerning work performed or to be performed under this Contract.

13.3.4 The Contractor acknowledges and agrees that no claim for payment which is premised to any degree upon actual costs of the Contractor shall be recognized or payable by the State except and to the extent that such actual costs are substantiated by records required to be maintained under these provisions.

13.3.5 The Contractor acknowledges and agrees that its obligation to establish, maintain and make available records and the State's right to audit as delineated herein shall extend to actual costs incurred by Subcontractors in performing work required under the Contract Documents. The Contractor shall require in each subcontract that the Subcontractor establish, maintain and make available to the State all records as defined and delineated herein, relating to all work performed under the Subcontractor including work performed by a sub-Subcontractor.

13.4 INSURANCE

13.4.1 Insurance To Be Carried By The Contractor:

The Contractor shall obtain and maintain, at its expense and for the duration of the Contract, minimum insurance coverage set forth below. By requiring such minimum insurance, the State of New Jersey shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types.

a Commercial General Liability:

(1) Commercial General Liability (CGL)-ISO occurrence form CG001 or a substitute form providing a minimum coverage of $2,000,000 per occurrence for bodily injury liability and $2,000,000 per occurrence for property damage liability and shall cover liability arising from:

- Premises/Operations

- Independent Contractors
- Products/Completed Operations
- Personal and Advertising Injury
- Liability assumed under an insured contract (including defense cost assumed)

(2) The State of New Jersey shall be included as an additional insured under the CGL using ISO additional insured endorsement CG 20 10 and CG 20 37 or a substitute providing equivalent coverage, which endorsement shall include coverage for the State of New Jersey arising out of the completed operations of the Contractor, and which coverage shall be maintained in effect for the benefit of the State of New Jersey for a period of three (3) years following the completion of the work specified in section 7.3 of this Contract. Additional Insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the State of New Jersey.

(3) The CGL general aggregate shall apply separately to this Project using ISO CG 2503 form – designated construction projects(s) General Aggregate Limit.

(4) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

(5) If not included in the policy form the CGL policy must be endorsed with a separation of insureds (severability of interests) endorsement.

(6) CGL policy must provide or be endorsed (ISO form CG 24 04) to provide for waiver of subrogation.

b Business/Commercial Automobile Liability:

(1) Contractor and Subcontractors shall maintain business auto liability insurance and such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

(2) The limits of liability shall be not less than $1,000,000 per occurrence for both bodily injury and property damage liability.

(3) Business Automobile coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later additions of CA 00 01.

(4) If required by law, the business auto policy shall be endorsed to provide pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos form CA 99 48 and the Motor Carrier Act endorsement (MCS 90) shall be attached.

(5) Waiver of Subrogation – Contractor waives all rights against the State of New Jersey for recovery of damages to the extent these damages are covered by the business auto liability insurance obtained by Contractor pursuant to Paragraph 2.0 of this Agreement.

c Workers Compensation: Workers Compensation Insurance applicable to the laws of the State of New Jersey and other State or Federal jurisdiction is required to protect the employees of the Contractor or any Subcontractor who will be engaged in the performance of this Contract. This insurance shall include employers' liability protection with a limit of liability not less than $500,000.

d Umbrella Liability: Contractor must maintain an Umbrella Liability Policy excess of the Commercial General Liability, Automobile Liability and Employer Liability coverage.

(1) The coverages of the umbrella policy must be as broad as the primary policies covered by this policy and include a "drop-down" provision if the primary coverage becomes impaired or exhausted.

13.5 ASSIGNMENT OF ANTITRUST CLAIMS

13.5.1 The Contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this Contract, the Contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions, instrumentalities, and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods or services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this Contract.

13.5.2 In connection with this assignment, the following are the express obligations of the Contractor:

a. The Contractor will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.

b. The Contractor will advise the Attorney General of New Jersey and DPMC:

(1) in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and/or

(2) immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

c. The Contractor will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such Notice will be sent to the Attorney General of New Jersey and the

DPMC.

13.5.3 It is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

13.6 DIANE B. ALLEN EQUAL PAY ACT

13.6.1 Pursuant to N.J.S.A. 34:11-56.14(b), any employer, regardless of the location of the employer, who enters into a contract with a public body to perform any public work for the public body shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.), information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The employer shall provide the commissioner, throughout the duration of the contract or contracts, with an update to the information whenever payroll records are required to be submitted pursuant to P.L.1963, c.150 (N.J.S.A. 34:11-56.25 et seq.).

13.6.2 Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: https://nj.gov/labor/equalpay/equalpay.html

13.6.3 LWD forms may be obtained from the online web site at: https://www.nj.gov/labor/wageandhour/tools-resources/forms-publications/

13.7 NJ SUPPLIER DIVERSITY MANAGEMENT SYSTEM – PRISM

13.7.1 The State of New Jersey has partnered with software firm PRiSM Compliance Management to develop and implement a Supplier Diversity Management System ("SDMS") to track spending on all State contracts. As part of implementing the SDMS, during the performance of the Contract, Prime and Sub-contractors will have various administrative obligations to use and update the SDMS as follows:

Prime Contractor Responsibilities:

a. The Prime Contractor shall create an account on the SDMS, and for this Project, the Prime Contractor shall acknowledge payment of any and all invoices by the State. The Prime Contractor shall further require its Subcontractors (and all Sub-subcontractors) and material suppliers to also create an account in the SDMS.

b. The Prime Contractor shall indicate in the SDMS whenever it pays its direct Subcontractors or material suppliers, in such detail as is required. The Prime Contractor shall further require its Subcontractors (and all Sub-subcontractors) and material suppliers to acknowledge in the SDMS when they get paid by the Prime Contractor, and

also indicate when they pay any Sub-subcontractors, or lower tier suppliers, in as much detail as is required.

c. The Prime Contractor shall include in its bid price the level of effort needed to comply with the above noted contractual obligations, and shall require the same of its Subcontractors. No Change Orders will be allowed to reimburse for administrative effort to properly use the SDMS.

d. Help for Contractors in using the SDMS system is available at: http://help.prismcompliance.com/vendorwebhelp/index.html. Information on Contractor registration and use of the system will be provided as soon as the system is established and deployed.

13.8 WORKPLACE ACCOUNTABILITY IN LABOR LIST (WALL)

13.8.1 In accordance with N.J.S.A. 34:1A-1.16, any firm whose name appears on the Workplace Accountability in Labor List (WALL) shall be prohibited from contracting with any public body until the liability for violations of State wage, benefit, and tax laws have been resolved. The WALL website can be found at: https://www.nj.gov/labor/ea/osec/wall.shtml

13.9 FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM REGISTRATION)

13.9.1 In accordance with N.J.S.A. 52:32-44.1, any firm seeking to be awarded a contract shall provide a written certification to DPMC that neither the firm nor the firm's affiliates are debarred at the federal level from contracting with a federal government agency. Certification of Non-Debarment Form shall be submitted prior to Contract Award.

13.9.2 In addition, any firm seeking to be awarded a contract must register with the Federal System for Award Management (SAM) prior to contract award. In order to comply with this requirement, firms must register in SAM at http://www.sam.gov and DPMC will verify the firm's registration in SAM prior to contract award.

13.10 EMPLOYEE MISCLASSIFICATION

13.10.1 In accordance with Governor Murphy's Executive Order #25 and the Task Force's July 2019 Report, employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

a. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and

b. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and

c. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

13.10.2 These factors have been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17 to 1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work orders to employers found to be in violation of the laws.

13.11 NOTICE OF POST-BID MEETING

13.11.1 After the bids are received and opened, the Apparent Low Bidder is required to attend a Post- Bid meeting. The date, time and location will be provided by DPMC.

13.11.2 The Apparent Low Bidder must bring the following to the Post-Bid meeting concerning the work they are performing by their own forces:

a. The itemized estimate used in preparation of the bid submission; and
b. The estimator, or other authorized person who can discuss the itemized estimate; and
c. An employee of the company who is authorized to sign the Post-Bid Review meeting minutes.

13.11.3 Each of the Apparent Low Bidder's Subcontractors listed on the bid proposal form must attend the meeting and bring the following concerning the work they are performing by their forces:

a. The itemized estimate used in preparation of the bid submission; and
b. The estimator, or other authorized person who can discuss the itemized estimate;

END, GENERAL CONDITIONS

SECTION 01 11 00
SUMMARY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

The Scope of this Project includes the roof replacements of four (4) Outer Housing Units at the Garden State Youth Correctional Facility.

The Roof Replacement Work includes the following:

A. The removal of approximately 55,000 square feet of existing insulation, fiberboard, stone/slag, and 4-ply SBS roofing. The existing roofing sits atop the existing structural concrete deck with a coal-tar pitch flood coat.
B. The installation of a new torch-applied applied asphaltic modified bituminous built-up roofing system including insulation, flashings, and roof accessories. Base flashings are to be cold-applied. Sidewall / membrane at perimeter walls shall be single membrane TRA material adhesive applied to substrate.
C. Replacement of joint sealers.
D. Replacement of low-profile expansion joints.
E. New retrofit roof drain inserts.
F. Removal of existing roof curbs and installation of new.
G. Modifications to existing security fencing at roof level.

Contract Duration / Work Hours:

A. The construction duration for the Project is two hundred and forty (240) calendar days from the issuance of the NTP by the State.
B. The Project work hours are 7:00 AM to 3:30 PM weekdays. No work will be permitted on weekends or State Holidays.

1.3 HAZARDOUS AND REGULATED MATERIALS

A. It is not anticipated that hazardous, or regulated material, will be encountered in the performance of the work, other than what is required to be addressed by these Specifications. The Contractor shall review the hazardous material survey, included in Appendix "A" of these Specifications, to identify the type and location of regulated material, and will not disturb any material that cannot be readily identifiable by workers performing the construction on the site. If suspect, or hazardous, material is encountered, suspend all work in the area and notify the Architect immediately.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00
UNIT PRICES

PART 1 – GENERAL

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.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Unit Prices.
B. Related Sections include the General Conditions for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

A. Unit Price: Price per unit of measure for materials and/or services added to, or deducted from, the Contract Sum by appropriate modification, if quantities of work required by the Contract Documents are increased or decreased. ALL Unit Prices shall include labor and material costs, equipment, necessary accessories, and overhead and profit. The unit price quantities indicated to be included in the Base Bid in this section are all in addition to any specific areas/quantities shown on the drawings.

1.4 PROCEDURES

A. Measurement and Payment: Establishment of unit prices is for the addition of improvements not specifically indicated on the drawings or the elimination of proposed improvements. All additional improvements shall be within the general area of the limits of improvements depicted.
B. The State reserves the right to reject the Contractor's measurement of work in place that involves the use of established unit prices and have this work measured by the Architect.
C. List of Unit Prices: A list of Unit Price items is included at the end of this Section. Specification Sections contain requirements for materials described under each Unit Price.
D. The amount included in the Base Bid for each Unit Price listed below are to be **above and beyond** what is shown on the Drawings. Quantification of unit price amount is to be done when materials are installed in locations not designated on the Drawings.
E. All accessories and materials required to complete the installation described within each Unit Price listed below are to be included in the cost per unit price.

1.5 UNIT PRICES

A. **Unit Price No.1: Patching of Concrete:** Where surface of the existing concrete scheduled to remain is damaged, patch with concrete repair mortar where directed by the Architect. Refer to Specification Section 04 03 43 for patch material and installation requirements.
    1. Include in the Base Bid (3,500) square feet of patching. Provide a unit price on a per square foot basis (add and deduct) for adjustment of the quantity of patch material actually installed above and beyond what is included on the drawings.
    2. Unit of Measure = Square Foot.

B. Unit Price No.2: Sealing of Cracks in Concrete / Masonry Surface: Treat cracks in concrete surface between 1/8" and 1/4" in width by filling with epoxy crack sealing system. Refer to Specification Section 04 03 43 for crack repair material and installation requirements.
    1. Include in the Base Bid for (40) linear feet of crack sealing. Provide a unit price on a per linear foot basis (add and deduct) for adjustment of the quantity patch material actually installed above and beyond what is included on the drawings.
    2. Unit of Measure = Linear Foot.

PART 2 – MATERIALS (NOT USED)
PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT MEETINGS

A. Construction progress meetings will be held at the Project site on a bi-weekly basis. Attendees shall include the Contractor, applicable subcontractor(s), DPMC/OCS Project Manager, Client Agency Representative, the Architect, and the Roof Monitor.
B. The Contractor shall provide a *two-week look-ahead* schedule at each bi-weekly Job Meeting. The *two-week look-ahead* shall indicate the work to be performed on each workday, in detail, for the forthcoming two weeks.
C. In addition to the two-week look ahead and current construction progress schedule, the Contractor shall also submit an outline listing of the work completed in the past two weeks and work to be performed in the forthcoming two weeks at each Project Meeting.
D. The Contractor shall present up to date as-built drawings for review by the Architect at each Job Meeting.

1.3 CONFLICTS OR DISCREPANCIES AMONG CONTRACT DOCUMENTS

A. In the event of conflicts or discrepancies among Contract Documents, interpretations will be based on the following priorities:
    1. The Agreement;
    2. Bulletins, with those of later date having precedence over those of earlier date;
    3. The General Conditions of the Contract for Construction; and
    4. Drawings and Specifications

B. In the case of any inconsistency between Drawings and Specifications, or within either document not clarified by Bulletin, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

1.4 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

A. The annotated drawings are intended to convey the Scope of Work and indicate the general requirements of work and shall not limit the repairs required.
B. Examine the areas and conditions where work is to be performed and notify the Architect of conditions detrimental to proper and timely completion of the work. Do not proceed with work until detrimental conditions have been corrected.
C. Dimensions on drawings are for design only. Do not scale drawings for dimensions.
D. The Contractor is entirely responsible for field checking and verifying all measurements before commencement of work, and is entirely responsible for the correctness of his measurements.
    1. Before ordering any material, and prior to doing any work, take or verify all measurements at the building as may be required for the proper fitting of work to the building or to other adjoining work.
    2. Satisfactorily correct, without charge, any work which does not fit.

PART 2 – MATERIALS (NOT USED)
PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PHASING AND PROGRESS SCHEDULE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 CONTRACT COMPLETION

The work under this Contract shall be completed within Two Hundred and Forty (240) calendar days from the issuance of the Notice to Proceed.

1.3 PROJECT SCHEDULE

A. The Contractor shall submit a Project Baseline Construction Schedule (no CPM) meeting the requirements of the General Conditions and applicable Bulletin(s) within seven (7) calendar days of the Notice to Proceed for review and approval at the Pre-Construction Meeting.
B. Provide, at each bi-weekly Project meeting, a written Project Schedule analysis.
C. Provide, at each bi-weekly Project meeting, a written two-week look-ahead listing schedule work activities per location on a per day basis.
D. Provide, at each bi-weekly Project meeting, in addition to the two-week look ahead, a written outline of the work completed within the past two weeks and a forecast of work projected within the next two-week period.
E. If the Project should fall behind schedule, provide a complete revised recovery schedule when requested by the Project Manager.
F. Pursuant to Article 4.7.1 of the General Conditions, the Contractor shall submit a sample submittal schedule, fully coordinated with subcontractors and suppliers, for review and approval within (14) calendar days of the issuance of the Notice to Proceed. This schedule shall be used as a basis for complying with the overall progress schedule.
G. Contractor to complete new security fencing installation work within 48 hours of removal of existing security fencing. Contractor to notify GSYCF and NJDOC a minimum of one (1) week prior to removal of existing fencing.

1.4 ROOF REPLACEMENT DURATION

The total duration of Roof Replacement Work, shall not exceed Forty (40) WORKING days. The Contractor will be responsible to pay for the cost (through a change order) of the roofing monitor at a cost of $1,120 per day for each day that roof replacement work is performed beyond this duration. Work that may be performed by the Contractor without direct roof monitor supervision includes mobilization and demobilization, gutters and leaders, sealants, installation of metal flashings and trim, and site restoration. If the Contractor fails to advise the Roof Monitor of a workday cancellation by 5:00am on a previously scheduled workday, then the Contractor will be responsible to pay for the cost of one-half day of the Roof Monitor at a cost of $560 per occurrence.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 19
SUBMITTAL LIST

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUBMITTAL LIST

A. Refer to Specification Section 01 61 00 Product Requirements for Submittal Procedures.
B. Action Submittals: The following is a list of anticipated action submittals that will be required for this Project:

#	Description	Specification Reference
0001	Unit Schedule Breakdown DPMC 12A	General Conditions Article 9
0002	Baseline Construction Schedule	General Conditions Article 6
0003	Site Safety Program	General Conditions
0004	Pre-Construction Photographs	
0101	Sample Submittal Schedule	01 32 16:1.3(F)
0102	Roof Drain Pre-Construction Test report	01 35 00:1.16
0201	ACM Documentation	02 82 13:1.4
0202	Lead in Construction Documentation	02 83 00:1.10
0203	PCB Removal Documentation	02 84 00:1.4
0401	Masonry Product Data	04 03 43:1.5
0601	Fire Retardant Treated Wood Product Data	06 05 73:2.2
0701	Modified Bituminous Roofing Product Data	07 55 00:1.8
0702	Tapered Insulation Shop Drawing	07 55 00:1.8
0703	Flashing and Sheet Metal Data and Shop Drawings	07 62 00:1.4
0704	Joint Sealant Product Data and Installation Guide and Warranty	07 92 00:1.5(B)(D)(E)
0705	Joint Sealant Physical Samples	07 92 00:1.5(C)
3201	Security Fence Product Data and Shop Drawings	32 31 13:1.5(A)(B)(C)

A. The A/E will prepare a Submittal Log identifying all required submittals incorporating any adjustments per the Contractor's submittal schedule. The Contractor may provide additional submittals to those listed in the Submittal List above or combine submittals.
B. Pursuant to Article 4.7.1 of the General Conditions, the Contractor shall submit a sample submittal schedule, fully coordinated with subcontractors and suppliers, for review and approval within (14) calendar days of the issuance of the Notice to Proceed. This schedule shall be used as a basis for complying with the overall progress schedule.
C. Close-Out Submittals: The following is a list of Close-Out Submittals that required for this Project at Project Completion:
   1. Maintenance Manuals per Section 01 78 00:1.2
   2. Contractor Certified As-Built Drawings per Section 01 78 00:1.3
   3. Fully executed, signed, and dated Warranties per Section 01 78 36 and 01 41 00
   4. ACM Waste Manifests per Section 02 82 13
   5. DPMC-20 ORIGINAL Final Contract Acceptance with ORIGINAL Contractor signature
   6. DPMC-11 ORIGINAL DPMC Invoice marked FINAL
   7. DPMC-11-2 ORIGINAL Monthly Estimate for Payment to Contractor
   8. DPMC-20r(2) ORIGINAL Consent of Surety to Final Payment with Power of Attorney
   9. DPMC-11-2a ORIGINAL Certification of Prime Contractor
   10. DPMC-20d Signed Copy of Substantial Completion

PART 2 – MATERIALS (NOT USED)
PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 35 00
SPECIAL PROJECT PROCEDURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 CORDINATION OPERATIONS

A. The Building will remain operational throughout the construction period. Coordinate work so as not to interfere with operations.

1.3 CLEAN-UP

A. The Contractor is responsible for all clean-up and debris removal and disposal on a daily basis, including nails and fasteners. Utilize magnets to retrieve any and all nails, screws, and other metal debris. At the end of each workday, and prior to exiting the site, the Contractor shall clean-up the grounds below the work areas, screening for, and removing any and all any construction debris.

1.4 SITE PROTECTION

A. Protect adjacent finishes from damage. Repair any damage created by the work.
B. Protect concrete and paved surfaces from damage that may be caused by roll-off dumpsters.

1.5 SITE RESTORATION

A. Without expense to the Owner, restore to its original condition any property that has been damaged due to the negligence and/or work of the Contractor's agents, employees, or Subcontractors. Complete all such repairs to the satisfaction of the Architect, the DPMC Project Manager, and Building Management.

1.6 STAGING AND STORAGE

A. All existing fire hydrants, hose connections, walkways, gates, entrances, and exits shall be kept clear and unobstructed throughout construction.
B. Staging and storage areas, and dumpsters shall be enclosed with secure, temporary chain-link fencing. Refer to item 1.15.
C. Bulk materials shall be stored within the designated contractor storage area.
D. The contractor may utilize the area specifically identified on the Site Utilization Plan as staging and storage areas for placement of temporary storage box, temporary toilet(s), and a dumpster. No other areas will be available for Contractor access unless approved in advance in writing by the Facility. The storage box shall be equipped with a keyed padlock. Full dumpsters are not permitted to remain within the facility overnight and shall be removed from the facility at the end of the workday.

1.7 LOADING OF MATERIALS

A. All equipment must be loaded to the roof at the designated roof loading area. The Contractor is to provide sufficient rooftop protection pads for transporting of debris and materials to and from the project location. The contractor is to provide ramps to travers expansion joints while transporting debris and materials.
B. Refer to Drawing SU1, Site Utilization Plan, for additional information.

1.8 PARKING

A. Contractor's employees and work vehicles shall park in designated areas only.

1.9 BUILDING ACCESS

A. The Contractor shall protect all interior areas of the building used by the Contractor to access the work area.
B. The Contractor may not use the interior spaces, chairs, or telephones. The Contractor shall take special precautions to protect the interior finishes. Protection installed on floors must be stable and firm and shall not create a tripping hazard. Any finishes damaged during the work shall be restored by the Contractor at no additional cost to the State.
C. Access to the interior of the building for construction activities is restricted. Access shall be kept to the minimum time feasible, and only as necessary to accommodate the construction.
D. Refer to attached "Rules and Regulations Regarding Outside Contractors" and "General Overview of Lockout/Tagout and Release" forms provided by the Facility for additional information.

1.10 TEMPORARY SANITARY FACILITIES

A. The Contractor must provide temporary toilets for their employees at locations approved by the Building Manager. Temporary toilets must be locked overnight and on weekends.

1.11 FIRE PROTECTION

A. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage. All scrap materials, rubbish, and trash must be removed daily from in and about the building and the Contractor must not permit them to be scattered on adjacent areas.
B. Suitable storage space must be provided outside the building area for storing flammable materials; no storage will be permitted in the building. Any excess flammable liquids being used inside the building must be kept in closed metal containers and removed from the building during unused periods.
C. A fire extinguisher must be available at each location where cutting is being performed.
D. The Contractor must provide fire extinguishers in accordance with the recommendations of NFPA Bulletins Nos. 10 and 241. However, in all cases a minimum of one fire extinguisher must be available on the job site.

1.12 HOT WORK PERMITS

A. Pursuant to the New Jersey Uniform Fire Act, the Contractor is required to obtain and conform to the requirements of a hot work permit for the use of torch/open flame to seal the membrane roof. The Contractor must contact the New Jersey Division of Fire Safety (DFS) to obtain a hot work permit for the duration of this Project, as required by N.J.A.C. 5:70-2.7. Application must be completed via DCA RIMS website (http://www.nj.gov/dca/divisions/codes/RIMS_online.html) which requires account setup by the applicant. The Contractor must pay DFS directly for this permit. The Contractor shall submit a copy of the DFS Hot Work Permit to the DPMC Project Manager prior to commencing the roof replacement work. A copy shall be submitted to the Architect electronically.

1.13 AIR QUALITY DURING RENOVATION WORK

A. Before selection and use of paints, adhesives, sealants, solvents, or installation of insulation, particle board, plywood, floor coverings, carpet, textiles, or other materials in the course of renovation or construction, the employer shall check product labels and Material Safety Data Sheets or seek and obtain information from the manufacturers of those products on whether or not they contain volatile organic compounds such as solvents, formaldehyde or isocyanates that could be emitted during regular use.
B. The Contractor shall notify employees at least 24 hours in advance, or promptly in emergency situations, of work to be performed on the building that may introduce air containments into their work area.

1.14 WEATHER PROTECTION

A. The building must remain weathertight throughout the roof replacement. Only remove as much roofing that can be replaced within one workday. In case of an unexpected storm have, and employ, necessary tarps to cover unprotected areas of the roof. Tarps shall not be considered overnight protection.

1.15 TEMPORARY FENCING

A. The Contractor's staging and storage areas and dumpsters shall be enclosed with secure temporary chain-link metal fencing. Fencing is required to be 8'-0" high with all sections attached together. The fences shall be of the type that is founded on pads and not with posts driven into the ground. Gates for the fencing shall be padlocked and two (2) sets of keys for each lock shall be provided to Building Management. All sections of the fence shall be securely clipped together.

1.16 ROOF DRAIN WATER TESTING

A. Prior to any rooftop work, the Contractor shall water test all roof drains at each building. The testing shall be conducted for 15-minutes minimum at each roof drain using a 3/4" diameter garden hose at full flow. If blockages are encountered, they shall be reported to the Architect. A written report shall be submitted at completion of the testing.
B. At completion of the work, after punch list work is completed, the water testing shall be performed in the same manner in the presence of the Architect. If any blockages are encountered, the Contractor will be responsible to clear the drain to restore flow.

1.17 DRESS CODE

A. All personnel present on-site shall dress appropriately with proper construction attire.

1.18 BACKGROUND CHECKS

A. The Contractor shall comply with the Site's Rules and Regulations Regarding Outside Contractors, presented on the following pages.
B. All personnel that will be working on-site are required to pass a background check. Sample Background Check Application forms are included within Appendix "B".

RULES AND REGULATIONS REGARDING OUTSIDE CONTRACTORS

Garden State Youth Correctional Facility administration is charged with the responsibility of the custody of their inmates. All non-state employees must comply with the below listed Rules and Regulations as a condition of their employment and access to state property.

1. Driver's License or other approved photo ID is to be used, as identification for work crews. NOTE: If temporary IDs are used, the contractor's Identification will be turned in at the beginning of the day and a temporary ID card will be issued to the escort officer. At the end of the day, the temporary ID will be turned in and the Identification submitted will be returned to each worker. No temporary ID cards will leave the Institution.

2. Work crews will enter through front lobby as scheduled. They will be escorted to the work site unless special arrangements have been made through the area supervisor.

3. If Restricted Visitor's Badges are used by the Lobby LCP, they must be worn on the outer most garment at all times.

4. An escort will be required to and from the job site. No contractor will walk anywhere on the compound without a proper escort.

5. All workers and vehicles will be subject to search prior to entry into the Institution. Furthermore, any worker on vehicle is subject to search at any time while on state property.

6. All workers are to read, sign, and receive a set of Garden State Youth Correctional Facility Outside contractor regulations.

7. If any workers have any relatives or friends incarcerated at GSYCF, they are to notify administrative officials.

8. No workman is to fraternize or argue with inmates. Any difficulties with inmates and/or employees must be reported to the escorting officer immediately. The officer will then inform his area supervisor of any problems.

9. Do not give anything to, or take anything from inmates.

10. Lock all personal vehicles and demobilize construction vehicles and equipment when left unattended. All tools stored outside the security perimeter will be secured in locked vehicles. Ladders will be firmly secured and locked to the roof or side of construction vehicles.

11. Cell phones and cameras are prohibited. Photos are taken on a permit basis.

12. All tools and equipment will be locked in the contractor's trailer overnight. Equipment, such as ladders and scaffolding (contractors supply these items), will be chained and locked before leaving. Any scaffolding will be removed at the end of each workday and locked.

13. Warning lights must be displayed at all dangerous areas at night.

14. No firearms, ammunition, hunting knives, personal knives of any size or type, or other articles of this nature are permitted on state property or stored in vehicles.

15. No alcoholic beverages, controlled substances, or prescription medication (drugs) are permitted on the grounds. Smoking is prohibited in ALL state buildings.

16. Institutional Fire Regulations shall be strictly adhered to; you may contact the Institutional Fire Marshall through the Escort Officer.

17. Obey speed limit and all NO PARKING and designated parking areas.

18. Lock personal items in your vehicle outside the security perimeter of the prison.

19. All excavations will be protected as directed by the Engineer-in-charge of Maintenance and those across main roads must be covered with plates.

20. It is the responsibility of each contractor to know that his tools and equipment are secured in a locked trailer at the end of every workday.

21. All workers for jobs over 3 days must have a security background check.

22. Each contractor with a gang box will submit an inventory tool list. All power tools must be inspected and required tool inventory submitted at the end of each workday. Tools will not be permitted inside the security perimeter if not job specified. A gang boxes will be searched upon entering and leaving the Institution.

23. Equipment and tools are to be kept away from the bars and fence surrounding the job site.

24. Each contractor is responsible for any damage done as a result of their work.

25. All acetylene torch heads, regulators, and hoses will be removed from the Institution on a daily basis. All tanks will be secured in locked trailers or containers outside the security perimeter.

26. Tools will be inventoried on a daily basis, secured in gang boxes, and sealed with tamper proof seals. The seal numbers will be logged on the Daily Inventory Sheet.

27. All blades, regardless of nature, will be inventoried. When a blade wears out or breaks, it will be taken off the inventory and taken out of the Institution.

28. Unacceptable Clothing – The following clothing should not be worn when entering any part of the prison:

- Tank tops, mesh tops, or tube tops
- Low-cut tops, shoulderless tops, halter tops, or sheer clothing
- Shorts
- Sweat pants
- Leggings or tights (unless covered by a long top, skirt, etc.)
- Bike pants, ragged jeans (no patches or holes)
- Skirts with high slits, mini styled skirts, mini dresses, or mini culottes
- Proper foot wear is required. No thong sandals, beach footwear, or open toed shoes
- Clothing with inappropriate or offensive inscriptions

29. In the event of an emergency, you will be directed to a secured area of the Institution. You are to follow the direction of your Escort Officer at ALL times.

I have reviewed the above rules and regulations pertaining to outside contractors working in Garden State Youth Correctional Facility. I understand that any violation of these rules and regulations could result in me no longer being permitted to work within this institution and its grounds.

_____ _____
NAME COMPANY NAME

_____ _____
SIGNATURE DATE

_____ _____
ESCORT OFFICER'S NAME ESCORT OFFICER'S SIGNATURE

GENERAL OVERVIEW OF LOCKOUT/TAGOUT AND RELEASE

1. Persons performing maintenance, repair, servicing or set up may be required to isolate the energy source of the machine or equipment to complete their work safely.

2. The personal lockout device can be removed when a specific person has completed their portion of work on a piece of equipment.

3. A group tagout can only be released when all persons have completed their work and agree that the equipment is safe to release
.
4. Specific procedures shall be utilized during shift or personnel changes to ensure the continuity of lockout tagout protection and orderly transfer of responsibility for the equipment.

5. All affected personnel are to be notified of lockout/tagout in their area.

6. Electrical before mechanical during tagout. Lowest voltage to highest voltage when tagging equipment and controls. Tagout is released in reversed order.

7. Equipment shall be mechanically ready prior to electrically energized.

8. Fuses are not a lockout/tagout device.

9. After energy source is isolated and tagged-out, the equipment shall be tested for any stored energy. Grounding devices will be used on equipment with capacitors to discharge energy to ground and prevent build-up.

10. Electrical sources shall be tested phase to phase and every wire to ground.

11. Supply and discharge valves get tagged closed, while drain and vent valves get tagged open. Equipment should be filled with vent valve open prior to placing equipment back in service.

12. Equipment manufacturer's instructions should be followed, when available, during any servicing, maintenance, or set-up.

GARDEN STATE CORRECTIONAL FACILITY
Lock-out Tag-out Procedure

Contractor Review/Verification Attachment II

On _____, I received a copy of the Garden State Correctional Facility Lock-out Tag-out Procedures and reviewed them with a tagging authority supervisor. All work performed by personnel in our employment shall conform to these procedures.

Contractor Name & Company	GSCF Representative
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUPERVISION

A. Provide day-to-day site supervision through an approved Site or Project Superintendent who uses English as their primary language. Work will not be permitted to be performed without the approved Superintendent present, including any subcontractor work.
B. Assure that site supervision, crafts-persons, and subcontractors are knowledgeable and experienced in their portion of the work and know and understand the specified requirements and methods needed for performance of the work.

1.3 SITE MAINTENANCE

A. Clean construction and adjoining areas daily and remove debris, legally disposing of all materials.
B. Store materials and equipment in closed lockable containers at locations designated by Building Management.
C. Dumpsters shall have covers and be closed and locked at the end of the work day. Waste container locations shall be approved by the Owner. Dumpsters containing debris are not permitted to remain in the State House Complex overnight and must be removed at the end of the workday.

1.4 WARRANTIES

A. The Contractor warrants to the Owner and Architect that materials and equipment furnished under this Contract will be good quality, new, and that the work will be free of defects for a period of one (1) year from the date of final acceptance, and will conform to the requirements of the Contract Documents.
B. Roof Warrantees:
    a. Provide Manufacturer's Guarantee with single source coverage and no monetary limitation, where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship for a period of twenty-five (25) years from the date of completion. The wind exclusion shall not be less than the wind uplift rating specified.
    b. Performance Agreement: The Contractor shall provide a five (5) year performance agreement on labor and material in addition to the manufacturer's warranty. The performance agreement shall include the stipulation that the Contractor shall perform all inspections and emergency repairs to all defects or leaks in the roofing system within 24 hours of receipt of notice from the owner. Repairs shall include all labor, roofing materials, flashings, etc. When weather permits, all temporary repairs shall be redone and the roof restored to the standard of the original installation.
    c. In the event that (a) the Owner notifies the Contractor of the need to correct a guaranteed condition, and (b) an emergency condition exists that requires immediate attention to prevent potential injury or damage, and (c) the Contractor cannot or does not promptly inspect and repair same, either permanently or temporarily, then the Owner may make, or cause to be made, such temporary repairs as may be essential and the Contractor shall reimburse the Owner for the cost of such repairs. Such action shall not relieve the Contractor of his obligation to perform any necessary permanent repairs and this Guarantee shall remain in full force and effect for the remaining portion of its original term.
    d. The Contractor shall provide all equipment, labor and material required to remedy any and all guaranteed conditions, including repair and/or replacement of damage to other work resulting therefrom, and removal and replacement of other work required to access the guaranteed condition, all at the Contractor's sole expense for the full term of the Guarantee.

e. The Contractor agrees to perform a thorough inspection of the roofing system and all other work, in the 12th and 24th months of the Guarantee period, in the presence of a manufacturer's representative and an Owner's representative. If there are any guaranteed conditions encountered at either, or both of these inspections, the Contractor shall make, or cause to be made, any necessary repairs and/or replacement to remedy the conditions under the terms of this Guarantee within thirty (30) days of the date of inspection or as otherwise agreed by the State of New Jersey even if such time extends beyond the guarantee period.
f. The Contractor shall be responsible for inspections and emergency repairs to all defects and leaks in the roofing system during construction within four hours of receipt of notice from the Owner. Repairs shall include all labor, materials, flashings, etc. When weather permits, all temporary repairs shall be re-done and the roof restored to the standard of the original construction.

C. Sealant Warranty: Provide manufacturer's twenty-year limited warranty against failure of structural adhesion, staining, and weatherseal.
D. All warranties shall be effective from the date of Final Acceptance by the State. Warranties must be signed by an authorized representative of the issuing company.

1.5 REPAIRS DURING CONSTRUCTION

A. The Contractor shall be responsible for inspections and emergency repairs to all defects and leaks in the roofing system during construction within four hours of receipt of notice from the Owner. Repairs shall include all labor, materials, flashings, etc. When weather permits, all temporary repairs shall be re-done and the roof restored to the standard of the in-progress or completed construction as applicable.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 13
REGULATORY COMPLIANCE

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SITE SAFETY

A. The Contractor is solely responsible for all site safety and compliance with OSHA regulations.
B. The Contractor shall inspect and assure compliance with all statutory requirements for worker protection and safety. The Contractor shall provide, inspect, and assure that all workers utilize appropriate worker protective and safety gear.
C. Instruct workers and inspectors in the proper use of all protective and safety equipment.

1.3 CODES, PERMITS, AND INSPECTIONS

A. Codes: The work described by these Contract Documents shall be accomplished in strict accordance with the New Jersey Uniform Construction Code and in full compliance with the following Codes as applicable:

- INTERNATIONAL BUILDING CODE, NEW JERSEY EDITION, 2021
- NATIONAL ELECTRICAL CODE (NEC) NFPA 70, 2020
- ASHRAE 90.1, 2019

B. Permits: U.C.C. Plan Review has been completed. The Contractor must complete the Sub-Code Technical Section of the permit application after award of the construction contract and return to DPMC. The Construction Permit will be issued by DCA. There will be no costs to the Contractor for these permits.
A. DFS Hot Work Permit: The Contractor is required to obtain and conform to the requirements of a hot work permit for the use of torch/open flame to seal the membrane roof. Refer to Article 01 35 00:1.12(A). The Contractor shall submit a copy of the DFS Hot Work Permit to the DPMC Project Manager prior to commencing the roof replacement work. A copy shall be submitted to the Architect electronically.
C. Inspections: All construction inspections will be provided by DCA and shall be coordinated through the Construction Project Manager.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 61 00
PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 SUBMITTAL PROCEDURES

A. The Contractor shall provide all submittals required by the Specifications. The Contractor shall also supply evidence by separate submittals that materials and equipment to be supplied meet the requirements of the Specifications.
B. DPMC 12/13: This form is to be used for submission and approval of all subcontractors, materials to be utilized in the construction, manufacturers/suppliers, and for professional services. Complete the Contractor Section as follows:
    1. ***Submission Type:*** The Contractor is to place a check mark in the appropriate block(s) that applies to the submission.
    2. ***Trade:*** The Contractor is to place a check mark in the appropriate block that identifies the trade related to the submission.
    3. ***Contractor Name:*** The Prime Contractor submitting the form inserts his company name in the space indicated.
    4. ***Description of Submittal:*** The Prime Contractor is to give a brief description of the submittal.
    5. ***General Condition, Specification or Drawing section***: The Contractor is to identify the Article, Spec Section or Drawing that represents the submission type, i.e., "*Article 4.11.2 Sleeve & Opening Drawing", or "Specification Section 11 55 75 Condensate Pump", or "Drawing FP2.2 Ames Backflow Preventer".*
    6. ***Vendor/Manufacturer/Supplier/Subcontractor:*** The Prime Contractor is to insert the name, address, and telephone number of the vendor/manufacturer/supplier or subcontractor for which he is requesting approval. (When required, insert the license number and registration number in the space provided, attach a copy of said license and certification.)
    7. The tracking number must be provided in the box at the upper right of the form. Revisions to previously returned submittals shall be labeled "-R1, -R2," etc. If the Contractor wished to subdivide a submittal into multiple parts, alphabetical labeling shall be used: "A", B, C", etc.

C. The A/E will prepare and submit a submittal log identifying all required submittals and distribute the log at the pre-construction meeting. Contractor may provide additional submittals in addition to those listed on the log.
D. All submittals shall be identified by the tracking number on the submittal log.
E. All submittals shall be made electronically. Utilize the electronic version of the DPMC 12/13 form and add additional pages containing the submittal data or drawings in a single .PDF file. The file name shall contain the Project Number, tracking number, and the submittal name, i.e. "C1102-00 #0301 Concrete Design Mix.pdf". Submittals shall be emailed to the A/E. The Subject line of the E-mails shall contain the Project number, submittal tracking number, and submittal description.
F. A/E approved submittals will be emailed to the Contractor and the DPMC Construction Project Manager (CPM).
G. A/E rejected copies will be emailed only to the Contractor.
H. Shop Drawings: Shop drawings and samples shall be dated and marked to show the name of the Project, Architect, Contractor, originating subcontractor, manufacturer or supplier and detailer, if pertinent. Shop drawings shall completely identify Specification section and locations at which materials or equipment is to be installed. Reproduction of the contract drawings is acceptable as shop drawings only when specifically authorized in writing by the Architect. Submission of shop drawings, manufacturer's specifications, installation instructions, material diagrams and samples shall be accompanied by the Contractor's transmittal

form and DPMC form 12/13 as outlined in paragraph B of this section. **Where printed material describes more than one product or model, clearly identify which is to be furnished**. The Contractor is responsible for obtaining and distributing required prints of shop drawings to other prime contractors, subcontractors, and material suppliers after, as well as before, final approval. Prints of reviewed shop drawings shall be made which carries the Architect's appropriate stamp.

I. Product Data:
   1. Submit only pages which are pertinent; mark each copy of standard printed data to specifically identify only pertinent products; identify each submittal by designated submittal reference number. Show standards, performance characteristics, and capacities; wiring and piping diagrams; controls; component parts; finishes; dimensions; and require clearances.
   2. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to work of this project. Delete information not applicable.

J. All submittals shall be made within thirty (30) calendar days of the Notice to Proceed.

K. "Pursuant to Article 4.7.1 of the General Conditions, the Contractor shall submit a sample submittal schedule, fully coordinated with subcontractors and suppliers, for review and approval within (14) calendar days of the issuance of the Notice to Proceed. This schedule shall be used as a basis for complying with the overall progress schedule."

K. Enforcement of Submittal Requirement:
   1. The Contractor will be required to provide shop drawings, testing, laboratory test reports, product samples and test installations in order to establish acceptable standards of workmanship.
   2. **The requirement for submittal and review of <u>all</u> specified shop drawings, test, product samples and test installations will be <u>rigorously enforced.</u>** General work of each section shall not commence prior to required review. All work conducted prior to the review of required submittals, including test installation, is subject to rejection by the Architect. All rejected work shall be removed and replaced by the Contractor at no additional expense to the Owner.

L. Contractor's Examination of Submittals: Prior to forwarding submittals to the Architect, the Contractor shall:
   1. Review submittals to verify quantities, field measurements, field construction criteria, assembly and installation requirements, manufacturer's catalog numbers, and conformance of submittals with requirements of Contract Documents.
   2. Review each submittal to determine that it is acceptable in terms of the means, methods, techniques, sequences, and operations of construction, and in terms of safety precautions, all of which are the contractor's sole responsibility.
   3. Clearly call to the Architect's attention any submittal that varies from what the Contract Documents have called for. Notify the Architect in writing at time of submittal of any deviations from requirements of Contract Documents.
   4. Clearly identify the products or product data which are pertinent to this Project. Clearly mark through or delete all information which is not applicable.
   5. Stamp and sign each submittal to certify that the Contractor has checked for completeness and compliance with requirements of the contract documents and that the submittal has his/her approval.
      a. The stamp shall state: *"I certify that I have reviewed the above submittal and have verified that products, field dimensions, quantities, and field construction criteria comply with and have been coordinated with the requirements of Work and Contract Documents*".
      b. Samples or submittals which in the opinion of the Architect have clearly not been checked for compliance by the Contractor will not be reviewed and it will be the responsibility of the Contractor to arrange for return of such submittals.

   6. Do not fabricate products or begin work which requires submittal review until return of submittal with Architect's acceptance. Work begun or completed prior to the Architect's review of required submittals is subject to rejection. Remove and replace rejected work at no additional cost to the Owner.

M. Architect's Review:
   1. Allow fourteen (14) days for Architect's review of each submittal. Daily allowance is time in possession of Architect and exclusive of delivery from and to Contractor and exclusive of resubmissions.
   2. The Architect's review is limited to aesthetics, general conformance with the project design intent, and general compliance with information contained in Contract Documents. The Architect's review is neither a verification of Contractor's examination nor a substitution of Contractor's responsibilities. Architect may inform Contractor of any conspicuous errors on a submittal without prejudice to being held harmless to Contractor's examinations and responsibilities.
   3. Upon review, any action shown by the Architect is subject to the requirements of the plans and specifications. The Architect's review does not authorize changes in contract requirements unless a separate written directive or change order is issued. The Contractor is responsible for conforming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his or her work with that of all other trades, and performing all work in a safe and satisfactory manner.
   4. **The Architect will not review:**
      a. Any submittal which is not called for by the contract documents or not requested in writing by the Architect.
      b. Any submittal which does not bear the Contractor's stamp and signature certifying that he has checked the submittal for completeness and compliance with the contract documents and that the submittal has his/her approval.
      c. Any submittal which does not bear the project name and contract number and the contractors, subcontractors, and suppliers names, addresses, and phone numbers.
      d. Any submittal which does not clearly identify pertinent product (if more than one are shown). Clearly mark through all information which is not applicable.

   5. The Architect will not accept and will not review "faxed" submittals or submittals copied from a telefaxed transmission unless previously authorized by the Architect in the interest of the project.

N. The Contractor shall be required to make submittals, revise, and resubmit as required and establish compliance with the specified requirements requested in all sections of these Technical Specifications that are a part of this Contract Document. These submittals include but are not limited to shop drawings, manufacturer's literature, samples, colors, mock-ups, inspection reports, certifications, and delivery receipts.
O. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the State, to deliver all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or industry standard.
P. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submittal and the Architect has given approval of the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings or similar submittals by the Architect's approval thereof.

1.3 SUBSTITUTIONS

A. Contractor's proposed substitutions shall be made within seven (7) calendar days from the Notice to Proceed. After that time has expired no substitutions will be considered by the State. Substitution submittals that are incomplete will be rejected.
B. Every substitution shall be accompanied with a certification from the Contractor that they have personally investigated the proposed substitution and that it meets or exceeds the specified item.
C. Every substitution must be accompanied with a credit change order.
D. Implied substitutions are not acceptable.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 00
CLOSE OUT SUBMITTALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 MAINTENANCE MANUALS

A. General Requirements: Submit two (2) bound sets and four (4) CD's with pdf format documents of Maintenance Manuals as hereinafter defined.
B. General Contractor: This Maintenance Manual shall have the full Project title displayed on cover and binder edge (case and CD for CD's) and shall be divided into four (4) sections, as follows:
    1. Subcontractor, material supplier listings. The names, addresses and telephone numbers shall be listed and indexed for each component or item incorporated into the work.
    2. Warrantees and Guarantees: All required warranties and guarantees shall be placed in this Section. Warrantees shall be fully executed, signed, and dated.
    3. Copies of approved submittals, including the fully executed DPMC 12/13 forms, together with parts lists and operating instructions, shall be in this Section.
    4. Shop Drawings: Copies of approved shop drawings delineating all as-built conditions shall be set forth in this Section.
    5. No other documents shall be included in the Operation and Maintenance Manuals.

C. Mechanical and Electrical Contractors: Prepare Manuals in accordance with the applicable Mechanical and Electrical Specifications Sections. Submit quantities as specified above.

1.3 AS-BUILT DRAWINGS

A. The Contractor is required to maintain an updated set of "as-built" drawings on-site throughout the course of the Project in accordance with requirements set forth in the Instructions to Bidders and General Conditions. **The Contractor shall present the as-built drawings for review at each Progress Meeting.** The As-Built drawings shall clearly indicate the fasteners and anchorage of all roofing components, including copings, nailers, and FM Global RoofNav numbers for the roof assemblies.
B. Complete construction As-Built drawings, certified on the Drawing Title Sheet by the Contractor as complete to the best of his knowledge, must be provided at the completion of the Project.
C. The General Contractor is responsible to assure that the Subcontractors are maintaining their as-built drawings.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 36
WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and other Division 1 Specification Sections, apply to this Section.
B. Refer to Article 01 41 00:1.4 for detailed requirements for Warranties.

1.2 WARRANTIES

A. The Contractor shall provide one (1) full set of the Original, signed, dated, and fully executed warranties to the State at Project Completion.
B. The Contractor shall include copies of the fully executed warranties in each of the Maintenance Manuals, as required by Section 01 78 00.
C. The following warranties are required to be provided at Project Completion:
    1. Roofing Manufacturer's 25-Year NDL Materials and Workmanship Guarantee.
    2. Roofing Contractor (5) year Performance Agreement.
    3. Contractor's 1-Year Complete Project Warranty.
    4. Joint Sealant Manufacturer's 20-year Limited Warranty

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02 07 00
SELECTIVE DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instruction to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The scope of work under this section includes all labor and incidentals for the removal and disposal of roofing materials and flashings, expansion joints, metal coping, and related curbs, flashings, and miscellaneous items as shown on the drawings.

1.3 RELATED WORK

A. The work of this section shall be coordinated with the following sections:
   1. Section 02 83 00 Treatment of Lead in Construction
   2. Section 02 82 13 Asbestos Roofing Materials Removal
   3. Section 07 01 50 Preparation for Re-Roofing. For removal of roof related materials.
   4. Section 07 55 00 Modified Bituminous Roofing

B. Only remove as much roofing as can be dried-in within a clear weather period. Provide temporary coverings in case of unexpected precipitation. Tarps shall NOT be utilized as temporary overnight covering.

1.4 QUALITY ASSURANCE

A. The Contractor will take extraordinary care to assure that demolition causes no damage to the building's adjacent construction.
B. At the completion of each work period, police the grounds and remove all debris including nails and fasteners. Utilize magnets to retrieve any and all nails, screws, and other metal debris.

PART 2 – MATERIALS (NOT USED)

PART 3 – EXECUTION

3.1 DEBRIS REMOVAL AND DISPOSAL

A. All debris shall be removed from the construction site and legally disposed. Debris shall be removed from the construction site as demolition operations progress either by truck or dumpster. Debris shall not be allowed to accumulate on or near the construction site. If debris is to be removed from the construction site utilizing dumpsters, debris may be stored in the dumpsters until full. However, full dumpsters shall not be allowed to remain in the Complex. Dumpster locations shall be as indicated by the Project Manager.
B. Upon completion of demolition work, remove tools, equipment, and other unnecessary materials from the site. Remove protections and leave the area broom clean. Repair and clean adjacent construction or surfaces soiled or damaged by selective removal work.
C. No material shall be burned on site.
D. With the exception of heating equipment required for the application of roofing, the use of any and all open flame devices is strictly forbidden on this project. No smoking will be permitted within the work areas.
E. Where equipment that might cause a fire is used, keep fire extinguishers ready within 50 ft. of the work site for instant use. Users of such equipment shall be instructed in the proper method to prevent fires and to extinguish a fire.

END OF SECTION

SECTION 02 82 13
ASBESTOS ROOFING MATERIALS REMOVAL

PART 1 – GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including State of New Jersey, Department of the Treasury, Division of Property Management & Construction (DPMC) Instructions to Bidders and General Conditions and Division 01 Specification Sections, apply to this Section.
B. Section 02 83 00 – Treatment of Lead in Construction

1.2 SCOPE OF WORK

A. Site:
    1. Garden State Youth Correctional Facility
       55 Hogback Road
       Chesterfield Township, Burlington County, New Jersey

B. Building(s):

    1. Outer Housing Units:
        a. North House
        b. East House
        c. South House
        d. West House

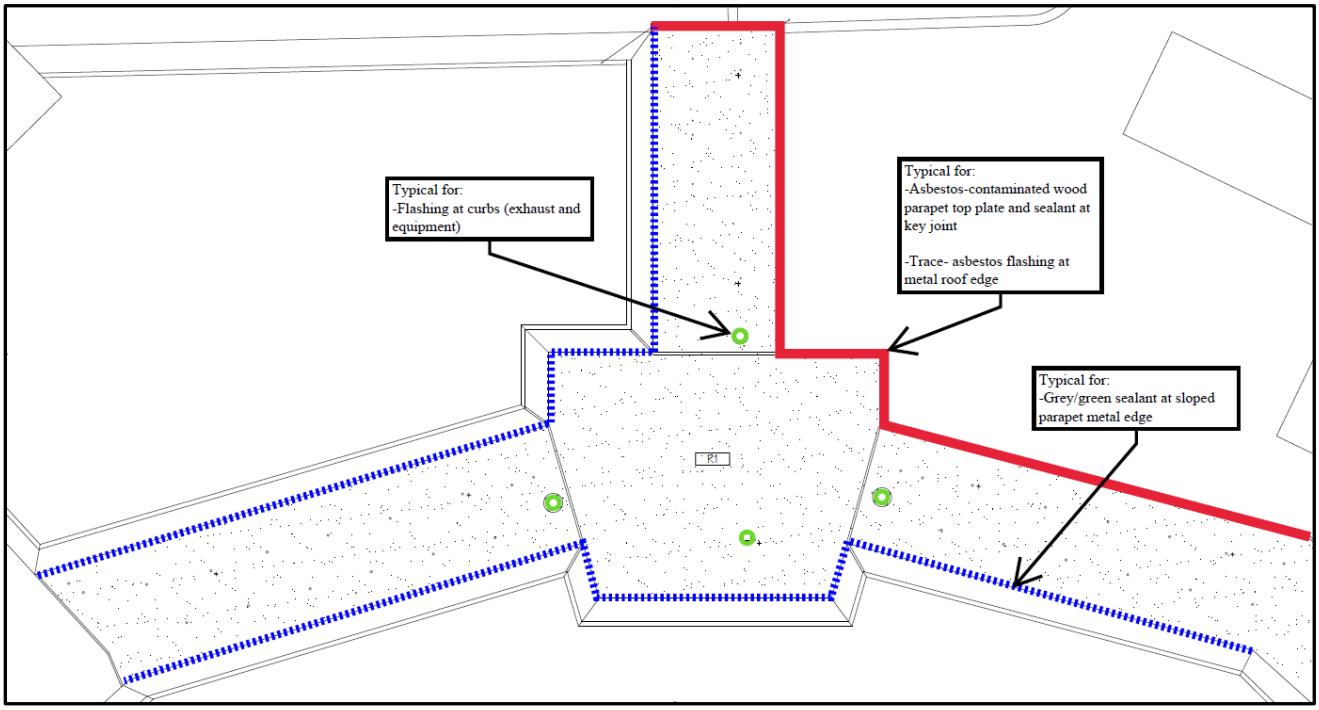
C. Description of Work:

    1. Work consists of the removal and disposal of:
        a. Asbestos-containing flashing at curbs (exhaust and equipment);
        b. Asbestos-containing grey/green sealant at sloped parapet metal edge; and
        c. Asbestos-contaminated, nominal two inch by eight inch (2”x8”), wood parapet top plate above key joint – white sealant located within key joint is asbestos-containing. Remove white sealant at key joint flush with the top of the parapet wall and dispose of top plate as asbestos waste, if sealant is adhered.
    2. In addition, the work includes the removal and disposal of trace-asbestos flashing at metal roof edge.
    3. It shall be the Contractor’s responsibility to verify the exact quantities and locations of all asbestos-containing and trace-asbestos roofing materials that will be impacted by this project. Coordinate all removal with the General Contractor where impacts to asbestos are required to accommodate the project. The quantities shown are for informational purposes only and are approximate (~). It is the understanding of the Owner, the Architect/Engineer, and the Owner’s Representative(s) that the Contractor has verified the materials and quantities to be removed under this scope of work and has priced the work accordingly.
    4. Summary Table of Quantities:
        a. The quantities shown are approximate, and no guarantee is expressed or implied that the quantities are correct or that the asbestos-containing roofing materials are easily removable from the substrate, surfaces, or components. No allowances shall be made for the failure of the Contractor to verify the field amounts or existing field conditions.
        b. Table 1 – Location, Material, and Quantity of asbestos-containing roofing materials:

TABLE 1 – OUTER HOUSING UNITS		
Material	Location	Quantity
Flashing at curbs (exhaust and equipment)	R1 (North House) R2 (East House) R3 (South House) R4 (West House)	43 Linear Feet [1] 43 Linear Feet [1] 43 Linear Feet [1] 55 Linear Feet [1]
Grey/green sealant at sloped parapet metal edge	R1 (North House) R2 (East House) R3 (South House) R4 (West House)	507 Linear Feet 263 Linear Feet 263 Linear Feet 263 Linear Feet
Asbestos-contaminated wood parapet top plate and sealant at key joint	R1 (North House) R2 (East House) R3 (South House) R4 (West House)	239 Linear Feet 449 Linear Feet 449 Linear Feet 478 Linear Feet
Trace- asbestos flashing at metal roof edge	R1 (North House) R2 (East House) R3 (South House) R4 (West House)	239 Linear Feet 449 Linear Feet 449 Linear Feet 478 Linear Feet

Note(s): [1] = Two (2) square feet for every one (1) linear foot

c. DIAGRAM 1 – TYPICAL CONDITIONS/LOCATIONS OF ASBESTOS MATERIALS



5. The scope shall include the removal of all residue and persistent materials to accommodate the installation of the new roofing system. If present, all residues shall be removed from any porous substrate material where asbestos-containing materials exist (wood, concrete, stone, brick, etc.) via methods utilized to maintain the non-friable nature of the asphaltic materials (i.e., grinding shall not be allowed). Residue on metal surfaces shall be removed by dissolution of the residue or disposal of the substrate element as asbestos waste if that element were to be removed as part of the roof

replacement project. Residue and stained substrate elements may be left in place only where they will not interfere with the installation of the new roofing system.

6. The Contractor shall be responsible for all cleaning and asbestos decontamination required to complete the specified Asbestos-Related Work, as well as any cleaning and asbestos decontamination that may be required due to the Asbestos-Related Work.
7. No attempt has been made to quantify the exact amount of asbestos-containing material (ACM) in the above-mentioned locations. The Contractor is expected to have acquainted itself with the building involved and to have investigated the location and amount of all identified materials. Information regarding quantification anywhere in the Contract Documents shall not in any way be construed or applied to limit the Contractor's obligation to remove and dispose of, or otherwise treat as specified, all ACM so identified, nor to form the basis of any change of the Contract Sum or Time.
8. The Contractor shall be responsible for the overall coordination of the Asbestos-Related Work with the general roof replacement work and the Owner's Representative.
9. The Contractor shall complete the Asbestos-Related Work according to a schedule to accommodate the roof replacement schedule, removing ACM to accommodate daily activities, but not to otherwise cause any portion of either facility to unduly remain unprotected from the weather for any period.

1.3 DEFINITIONS

A. The Asbestos Related Work shall be defined as that work which encompasses the specified removal of asbestos-containing materials, all preparatory and cleaning activities associated with or otherwise motivated by the removal activities, and the handling, transportation, and disposal of asbestos-containing and asbestos-contaminated materials. The term "work" may be utilized herein, and throughout Section 02 82 13, to refer to Asbestos Related Work.

B. Category I Nonfriable Asbestos-Containing Material – Means asbestos-containing packings, gaskets, resilient floor covering (vinyl asbestos tile (VAT)), and asphalt roofing products containing more than one (1) percent asbestos as determined using methods specified in Appendix A, subpart F, 40 C.F.R. Part 763, Section 1, Polarized Light Microscopy.

C. Owner's Representative – USA Environmental Management, Inc., which will be represented on-site by an Industrial Hygiene Technician (IHT) for all non-permitted work and an Asbestos Safety Technician, certified by the State of New Jersey, Department of Community Affairs, for all permitted work. The IHT/AST shall ensure compliance with these Technical Specifications and all applicable local, State, and Federal Regulations; perform air monitoring, and analyze PCM air samples on-site.

D. Trace Asbestos - Any material containing less than (<) one percent (1%) asbestos as determined using the methods specified in Appendix E, Subpart E, 40 CFR part 763, Section l, Polarized Light Microscopy and/or Transmission Electron Microscopy for non-organically bound materials. Trace asbestos is regulated by U.S. Department of Labor, Occupational Safety and Health Administration's (OSHA), 29 CFR 1926.1101.

1.4 OWNER'S RIGHT TO CARRY OUT ASBESTOS-RELATED WORK

A. If the Contractor and/or Sub-Contractor neglects to carry out the activities related to the Asbestos Related Work, which would cause endangerment to public health, the Owner may, with 24-hour notice to the Contractor, act to correct such deficiencies.

B. In the above cases, an appropriate Change Order or Construction Change Directive shall be issued, deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Owner's Representative for additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

1.5 DOCUMENTATION

A. Construction Permit

1. The Contractor shall be responsible for obtaining a construction permit per N.J.A.C. 5:23-2, if applicable.

B. Regulatory Compliance
   1. The Contractor shall furnish documentation to the building Owner or his designated representative that the firm and its employees are familiar with the following regulations of the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the United States Environmental Protection Agency (EPA) relating to the application, removal, disposal, and treatment of asbestos:
      a. OSHA regulations, namely: 29 CFR 1910.1001, 29 CFR 1926.58, and 29 CFR 191.134, Respiratory Protection, and 29 CFR 1910.20, Access to Employee Exposure and Medical Records.
      b. EPA regulations, namely: Subparts A and M of 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants.
   2. The Contractor shall be responsible for controlling access to the work site and shall maintain a daily log of personnel conducting asbestos removal activities. A list of worker names shall be posted with their start and stop times for each day. Copies of the daily log shall be submitted at the end of the project.
   3. The Contractor shall strictly adhere to all precautions necessary for the safety and health of workers per provisions of OSHA Standards 29 CFR Part 1926, Construction Standards, and 29 CFR 1910, General Industry Standards. The applicable parts of the NIOSH Health Hazard Evaluation Report Number HETA 84-321-1590 shall be adhered to.

C. Submittals
   1. The Contractor is required to submit the following documentation before starting the asbestos removal project:
      a. Name of the registered waste hauler and a copy of the solid waste transporter registration issued by the State of New Jersey, Department of Environmental Protection.
   2. The Contractor is required to submit the following documentation after the completion of the asbestos roofing material removal:
      a. Daily log per 02 82 13, 1.5 B. 2.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 REMOVAL OF ASBESTOS-CONTAINING ROOFING MATERIALS

A. Pursuant to a specific exclusion made by the New Jersey Administrative Code promulgated pursuant to the New Jersey Asbestos Control and Licensing Act, the removal of asbestos-containing roofing materials specified may be completed by a competent party other than a licensed asbestos abatement contractor (see N.J.A.C. 12:120-1.4(b)5. and N.J.A.C. 8:60-1.4(b) 5.). Therefore, the Contractor, if a roofing contractor or other competent party, may complete the roofing material removal.
B. Roofing material removal shall be completed pursuant to N.J.A.C. 5:23-8.20(c) and applicable OSHA Construction Standards.
C. The Owner reserves the right to conduct monitoring of the roofing material removal activities, holding the Subcontractor and Contractor responsible for cleaning activities resulting from improper handling of debris and waste and/or the receipt of unacceptable air sampling results, per the contingency plan criteria promulgated by the New Jersey Asbestos Hazard Abatement Subcode (N.J.A.C. 5:23-8) for an “asbestos hazard abatement project”. The Owner’s sampling may include progress sampling and/or clearance air sampling, both inside the building and outside of the building at the work site perimeter.
D. The Contractor shall be responsible for controlling access into the secured area to properly trained and protected personnel only.
E. Two-person teams shall remove the asbestos-containing materials. The first worker shall continually mist the material with amended water; the second shall remove the materials from their existing substrate.

3.2 DISPOSAL OF ASBESTOS-CONTAINING ROOFING MATERIALS

A. All asbestos waste materials shall be subject to the approval of the registered landfill, placed in a waste container lined with two (2) layers of six (6) mil polyethylene sheeting. If the waste container is not enclosed prior to transportation, the top of the waste container shall be sealed with two (2) layers of six (6) mil polyethylene sheeting.
B. Asbestos waste that is properly packaged is classified as Waste Identification #27 non-hazardous industrial waste, and can be disposed of at a landfill that is registered by the State of New Jersey, Department of Environmental Protection, in conformance with the following:
    1. The landfill used must be registered by the State of New Jersey, Department of Environmental Protection, to accept Waste ID #27.
    2. The specific landfill facility chosen must be the one designated by the State of New Jersey Department of Environmental Protection as the recipient facility for the community in which the removal project is located. To determine which facility to use for a particular project, contact the Division of Solid Waste Management at (609) 989-3175, or consult the New Jersey Waste Flow Regulations (N.J.A.C. 7:26-2).
    3. The waste hauler must possess a valid solid waste transporter registration issued by the State of New Jersey, Department of Environmental Protection. A licensed solid waste transporter shall be a commercial collector/hauler or shall be the Contractor if they are so registered.

C. The Contractor shall supply to the Owner the original "Generator's Copy" of the Waste Manifest within ten (10) business days of receipt of the loads at the designated landfill.

3.3 DISPOSAL OF TARCE-ASBESTOS ROOFING MATERIALS

A. Trace-asbestos waste material shall be managed and disposed of as Solid Waste Type, ID 13C, Construction and Demolition Waste as defined at N.J.A.C. 7:26-2.13(g)iv.

3.4 GENERAL WORK PROCEDURES

A. Exterior abatement activities involving the removal or disturbance of asbestos must immediately cease when one or more of the following site conditions occur:
    1. A wind gust equal to or greater than 20 miles per hour (mph);
    2. Sustained wind speeds equal to or greater than 12 mph averaged over a period of 10 minutes;
    3. Winds producing visible emissions or creating movement of dust or debris in the abatement site; or
    4. Winds impacting any site engineering controls.
B. Removal of roof materials should be done at a time of minimum building occupancy. If this is not feasible, all doors and windows should be kept closed during tear-off and clean-up operations. Fresh air intake for heating, ventilation, and air conditioning systems will be ducted, rerouted, and filtered as required to provide fresh air free of asbestos contamination.
C. Critical barriers, consisting of a minimum of two (2) layers of fire retardant, and six (6) mil polyethylene sheeting as tested by ASTM standard E-84, shall be installed on all openings of the roof within twenty-five feet (25') of any removal activities. The polyethylene barriers shall be replaced or repaired if torn or damaged.
D. The waste container shall be properly lined with two (2) layers of six (6) mil polyethylene sheeting before any asbestos removal takes place.
E. The non-friable asbestos-containing material removed shall not be dropped more than ten (10) feet. If the height of the roof is greater than ten (10) feet, the Contractor shall either lower the material from the roof or use an enclosed chute directly into the waste container. These arrangements should be put into place before any asbestos removal takes place.
F. The asbestos waste must be placed directly into the removal container. The storage of asbestos waste, unless in an authorized container, will not be permitted.
G. To help minimize airborne levels of asbestos fibers, the roofing materials should be misted with water or other appropriate wetting agent before tear-off. Damage caused by water over-spraying shall be the responsibility of the Contractor.
H. Any power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with HEPA-filtered local exhaust ventilation.

END OF SECTION

SECTION 02 83 00
TREATMENT OF LEAD IN CONSTRUCTION

PART 1 – GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

A. General Conditions, Instructions to Bidders, and the Contract Drawings apply to this Section.
B. Section 02 82 13 – Asbestos Roofing Materials Removal

1.2 CONDITIONS

A. For this document, the term Contractor shall apply to all Trades that will disturb surfaces, components, objects, etc., coated with paint, shellac, varnish, stains, etc., and potentially generate dust, debris, airborne contaminants, etc., as a result of the Roofs Replacements for Outer Housing Units project at Garden State Youth Correctional Facility (Division of Property Management and Construction Project No. C1102-00).
B. Lead-Components: Refer to Appendix A, "Limited Hazardous Materials Assessment, Section 3.0 and Appendix B" as prepared by USA Environmental Management, Inc., dated July 17, 2026, for details of lead-comprised, lead-containing, and lead-based painted items/components.

TABLE 1 – OSHA LEAD RESULTS

Location (Typical)	Substrate	Component	Lead (mg/cm^2)	EPA/HUD	OSHA
R1 (Typical)	Metal	Roof Drain Cover	0.34	Negative	Positive
R2 (Typical)	Concrete	Slanted Parapet	0.10	Negative	Positive
R2 (Typical)	Metal	Vent Casing/Housing	0.04	Negative	Positive
R2 (Typical)	Metal	Vent Pipe	0.04	Negative	Positive
R2 (Typical)	Metal	Roof Drain Cover	0.36	Negative	Positive
R3 (Typical)	Concrete	Slanted Parapet	0.04	Negative	Positive
R3 (Typical)	Metal	Roof Drain Cover	0.50	Negative	Positive
R4 (Typical)	Concrete	Slanted Parapet	0.02	Negative	Positive
R4 (Typical)	Metal	Roof Drain Cover	0.59	Negative	Positive
R4 (Typical)	Metal	Exhaust Vent Cap	0.01	Negative	Positive

C. The surfaces scheduled to be impacted as a result of the Roofs Replacements for Outer Housing Units project at Garden State Youth Correctional Facility may be lead-comprised or have lead paint as defined by the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and are anticipated throughout all painted building components. OSHA does not establish a threshold for lead paint. Therefore, the Contractor shall comply with 29 CFR, Part 1926.62, and the New Jersey Public Employee Occupational Safety and Health (PEOSH) program, Indoor Air Quality Standard, N.J.A.C. 12:100-13.
D. Work referenced within these Technical Specifications is not to address potential lead health issues and children, as outlined by N.J.A.C. 5:17, which is the New Jersey Lead Hazard Evaluation and Abatement Code; 40 CFR, Part 745, the Lead-Based Paint Poisoning Prevention in Certain Residential Structures, including child-occupied buildings; and/or N.J.A.C. 5:10, the New Jersey Regulations for Lead-Safety Maintenance of Rental Housing.
E. Treatment of Painted Surfaces: OSHA does not establish a threshold lead level to determine a coating as lead-based paint. As such, the Contractor shall utilize appropriate engineering controls and personal protective equipment when disturbing paint. This shall also apply to any renovation/demolition work that generates nuisance dust/particulates. Further, State Facilities are within the jurisdiction of the New Jersey Public Employees Occupational Safety and Health program, which requires, at a minimum, engineering controls during construction work to minimize dust/particulates.

1. To fulfill the requirements of OSHA, the disturbance of any lead-containing painted surface should be treated by a Contractor per 29 CFR, Part 1926.62, the OSHA "Lead in Construction Standard." In addition, State Facilities are within the jurisdiction of PEOSH. The New Jersey Air Quality Standard, N.J.A.C. 12:100-13, requires the Contractor's engineering controls to diffuse dust, stone, and other small particles, toxic gases, or other harmful substances in quantities hazardous to health, utilizing work area isolation, local ventilation, and other protective devices.
2. OSHA's "Lead in Construction Standard" requires, at a minimum, the Contractor to provide a site-specific Lead Safety Plan to address:
    a. Worker protection, including respiratory protection;
    b. Worksite contamination, clean-up, including personal hygiene, and waste disposal; and
    c. Exposure monitoring for workers as required by the OSHA, for those persons whose trade will disturb painted surfaces as a result of renovation/demolition activities, paint refinishing, construction, and reconstruction, etc.

1.3 CONTINGENCY

A. This Technical Specification intends to provide information and guidance for the disturbance of surface coatings where the work shall generate dust, debris, and airborne particulates that may be coated with lead-based paint or lead-containing paint. Should the appropriate Trade performing the work specified that generates these conditions as a result of related renovation/demolition require the use of a Lead Abatement Contractor, licensed by the State of New Jersey, Department of Community Affairs, (DCA), the Lead Abatement Contractor shall not be advertised as such, since the work specified in these Technical Specifications relates to the construction industry and not that of a lead hazard.

1.4 COORDINATION

A. The Contractor shall coordinate all activities with the Owner's Representative; 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 forty-eight (48) hours of an event. The exception shall be that of emergencies.

1.5 CONTRACT DOCUMENTS

A. Contract Documents: Indicate the work of the Contract and related requirements and conditions that impact 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 before work under this Contract.
    5. Alterations and coordination with existing work.

1.6 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 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 the 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 the 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 the 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 to 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, the 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 the 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, the 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 1926.62.

B. Definitions Pertaining to the Lead Abatement Industry (The definitions are provided for informational purposes, as applicable to these Technical Specifications; however, the disturbance of any coated surface shall not be completed as a lead abatement project.)
   1. Abatement – The abatement of lead-based paint involves the removal of lead-based paint or the replacement of surfaces containing lead-based paint.
   2. Action Level – As defined in OSHA Construction Standard 29 CFR, Part 1926.62, employee exposure, without regard to the use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter (30 $\mu g/m^3$) of air averaged over 8 hours. As used in this section, "30 $\mu g/m^3$ of air" refers to the action level.
   3. Amended Water – Water containing at least one ounce of five percent (5%) trisodium phosphate per gallon of water.
   4. Area Monitoring – Sampling of lead concentrations within and outside the lead control area and inside the physical boundaries, which are representative of the airborne lead concentrations that may reach the breathing zone of personnel potentially exposed to lead.
   5. Atomic Absorption Spectroscopy – The analytical method of determining the lead content of a given sample.
   6. Physical Boundary – Area physically roped or partitioned off around a lead control area to limit unauthorized entry of personnel. As used in this section, "outside boundary" shall mean the same as "outside lead control area."

7. Lead Inspector/Risk Assessor – As used in this section, refers to a person with a current Lead Inspector/Risk Assessor permit issued by the State of New Jersey, Department of Health.
8. Change Rooms and Shower Facilities – Rooms within the designated physical boundary around the lead control area equipped with separated storage facilities for clean protective work clothing and equipment, and for street clothes that prevent cross-contamination.
9. Decontamination Area – Area for removal of contaminated personal protective equipment (PPE).
10. Eight-Hour Time Weighted Average (TWA) – Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
11. High-Efficiency Particulate Air (HEPA) Filter Equipment – Vacuuming equipment containing a UL 586 HEPA filter system capable of preventing passage of lead-contaminated paint dust with an efficiency of 99.97 percent for all particulates greater than 0.3-micron size.
12. Lead – Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from the definition are other organic lead compounds.
13. Lead Control Area – An emission control area to prevent the spread of lead dust, paint chips, or debris from lead-containing paint removal operations. The lead control area is isolated by physical boundaries to prevent the unauthorized entry of personnel.
14. Permissible Exposure Limit (PEL) – 50 micrograms per cubic meter ($\mu g/m^3$) of air as an 8-hour time-weighted average as determined by OSHA Construction Standard 29 CFR, Part 1926.62.
15. Personal Monitoring – Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time-weighted average concentration per 29 CFR, Part 1926.62. Samples shall be representative of the employee's work tasks. The breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of six (6) to nine (9) inches from the center at the nose or mouth of an employee.
16. Wipe Sampling – Clearance testing procedures that determine the amount of existing lead-based paint surface dust by Atomic Absorption Spectroscopy Analysis are expressed in micrograms of lead per square foot.

1.7 CODES & STANDARDS

A. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
B. The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and Local regulations. The Contractor shall hold the Owner and the Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or subcontractors.
C. 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 to requirements that are different and uncertainties as to which quality level is more stringent, to the Owner's Representative for a decision before proceeding.
E. Incorporation of Publications: The publications listed below form a part of this Technical Specification to the extent referenced, where applicable. The publications referred to within the text will be the basic designation only.
    1. Code of Federal Regulations (CFR)
        a. 29 CFR 1910.95 - Occupational Noise Exposure
        b. 29 CFR 1910.134 - Respiratory Protection
        c. 29 CFR 1910.1200 - Hazard Communication
        d. 29 CFR 1910.1025 - Occupational Safety and Health Standards (Lead)
        e. 29 CFR 1926.55 - Gases, Vapors, Fumes, Dusts, and Mists

f. 29 CFR 1926.59 - Hazard Communication
g. 29 CFR 1926.62 - Safety and Health Regulations for Construction (Lead)
h. 29 CFR 1926.103 - Respiratory Protection
i. 29 CFR 1926.453 - Aerial Lifts
j. 29 CFR 1926.502 - Fall Protection
k. 40 CFR 260 - Hazardous Waste Management Systems (General)
l. 40 CFR 261 - Identification and Listing of Hazardous Waste
m. 40 CFR 262 - Generators of Hazardous Waste
n. 40 CFR 263 - Transporters of Hazardous Waste
o. 40 CFR 264 - Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
p. 40 CFR 265 - Owners and Operators of Hazardous Waste Treatment, Storage and Disposal Facilities
q. 40 CFR 172 - Hazardous Material Tables and Hazardous Materials Communications Regulations
r. 40 CFR 173 - General Requirements for Shipments and Packaging
s. 40 CFR 178 - Shipping Container Specifications
t. 49 CFR 171 - Standards for Transportation of Hazardous Materials

2. New Jersey Regulations
   a. New Jersey Administrative Code (N.J.A.C.) 5:17 – New Jersey Lead Hazard Evaluation and Abatement Code
   b. N.J.A.C. 8:62 – New Jersey Standards for Lead Certification
   c. N.J.A.C. 7:26 – New Jersey Waste Disposal Requirements
   d. N.J.A.C. 12:100-13 – New Jersey Indoor Air Quality Standard

1.8 PRE-PROJECT INSPECTION

A. Before commencement of work, inspect areas in which work is to be performed. Prepare a listing of damage to structure, surfaces, equipment, or surrounding properties that 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 before starting work.

1.9 POTENTIAL ENVIRONMENTAL HAZARDS

A. The disturbance or dislocation of paint or other coated surfaces may cause a release of lead dust, fumes, etc., within the building's atmosphere and/or the environment, thereby creating a potential health hazard to workmen, building occupants, and the environment. Apprize 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 that must be followed. The building(s) may be occupied or unoccupied during all aspects of renovation/demolition.

1.10SUBMITTALS

A. Pre-Project/During the Work Submittals: Upon request by the Owner and/or Owner's Representative, the Contractor shall submit:
   1. Written site-specific Health and Safety Plan
   2. All Safety Data Sheets (SDS)

B. Post-Project Submittals: Upon completion of work on this project, the Contractor shall submit the following information to the Owner, as requested
   1. Daily activity reports and personnel sign-in sheets
   2. Visitations; authorized and unauthorized
   3. Special or unusual events

C. Waste material disposal manifests shall be submitted for the project close-out payment submittal.

1.11 CONTRACTOR'S USE OF THE PREMISE

A. The Contractor shall abide by all requirements for use of the premises at the facility. However, where not specified, the Contractor shall:
    1. 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.
    2. Secure and 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.
    3. 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.
    4. 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.
    5. Maintain existing buildings 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.
    6. Keep public areas such as hallways, stairs, elevator lobbies, and toilet rooms free from accumulation of waste, rubbish, or construction debris.
    7. Smoking or open fires will not be permitted within the building enclosure or on the premises.
    8. 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.

1.12 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.

PART 2 – DESCRIPTION OF THE WORK

2.1 SUMMARY

A. Where present, turn off and disconnect all electrical circuits inside or adjacent to the component to be removed.
B. Existing forced air Heating, Ventilation, and Air Conditioning (HVAC) systems shall be shut down where work occurs and protected with polyethylene sheeting to minimize the potential for dust, fumes, etc., migrating into these systems from the work area(s). The Contractor shall implement appropriate corrective measures to segregate an active system between work area(s) and adjacent occupied locations, such as "blanking." These corrective measures shall be at no additional cost to the Owner/Project. Fresh air intake for these systems shall be protected with two (2) layers of polyethylene sheeting when work occurs outdoors and in proximity of such.
C. The Contractor shall post appropriate OSHA warning signs as specified and required by 29 CFR, Part 1926.62. The Contractor shall also post appropriate notices of construction-related work, as per N.J.A.C. 12:100-13, indicating potential environmental issues (i.e., dust, gases, fumes, odors, etc.) and the location of SDSs. The Contractor shall provide for clearly marked emergency means of egress for the work areas specified. These notifications shall be placed at eye level and in languages consistent with the building population.
D. The Contractor shall be liable for all costs associated with the replacement or repair of any utilities, equipment, materials, building components, etc., that may be damaged during Contractor work.

PART 3 – TREATMENT OF PAINTED SURFACES

3.1 LEAD IN CONSTRUCTION REQUIREMENTS

A. The following is a summary of the Lead Exposure in Construction requirements, as per 29 CFR, Part 1926.62.
   1. Tasks and Trades Covered By This Rule:
      a. General Contractors - Commercial, Residential, Highway, Street
      b. Bridge, Tunnel & Elevated Highway
      c. Plumbing, Painting, Electrical, Plaster, Drywall & Insulation
      d. Carpentry
      e. Floor Layers
      f. Roofing & Siding
      g. Structural Steel Erection
      h. Wrecking & Demolition
      i. Miscellaneous Special Trades
      j. Operators of Dwellings
      k. Operators of State & Municipal Governments

   2. Exposure Assessment: The initial step in compliance with this rule shall be to assess exposure to lead in any trade known to be or suspected of being exposed to lead. The purpose is to determine if any employee is exposed at or above the action level. Employee exposure is that which occurs without the use of respirators. Action Level for Lead Exposure - 30 micrograms per cubic meter of air, Time-Weighted Average per 8-hour shift. Permissible Exposure Level Limit (PEL) - 50 micrograms per cubic meter of air, Time Weighed Average, per 8-hour shift.
   3. Until the exposure assessment is complete, each affected Trade shall be treated as though exposure occurs above the PEL. Personnel samples representative of a full shift shall be collected and include at least one (1) sample for each job classification in each work area for each shift. The results of the exposure assessment will dictate the protection level to be prescribed. Positive and negative indications of exposure should be carefully documented. Additional exposure monitoring shall occur when there is a change in equipment, task, personnel, process, control, or any occurrence that may result in additional or further exposure.
   4. Employees shall be notified of the results within five (5) working days from the completion of the exposure assessment. Employees found to be exposed at greater levels than the PEL shall be given written notice along with a description of corrective measures to be taken to reduce the exposure to below the PEL.
   5. Administrative Controls: If any exposure monitoring results in levels greater than the PEL, the employer shall maintain written programs and make these programs available to employees. Programs shall include Hazardous Communications (HAZ COM), Respiratory Program per 29 CFR, Part 1910.134 (b), (d), (e) & (f), Personal Protection Program (including good housekeeping, hygiene facilities, and practices, good work practices, etc.) Medical Surveillance, Record Keeping, Training, and Medical Removal.
   6. Medical Surveillance: This shall include initial blood sampling for lead and zinc protoporphyrin levels. For employees who are or may be exposed at or above the Action Level for more than 30 days in any consecutive 12 months, biological monitoring with employee notification and medical examination and consultation at least annually shall be implemented.
   7. Medical Examination shall include:
      a. Work History & Medical History (to include past lead exposure).
      b. Habits: (Smoking & Hygiene)
      c. Problems with gastrointestinal, hematologic, renal, cardiovascular, reproductive, and neurological problems.
      d. A thorough physical examination with attention to teeth, gums, hematologic, gastrointestinal, renal, cardiovascular, and neurological systems.
      e. Pulmonary Status for respiratory wearers.
      f. Blood Pressure Measurement
      g. Hemoglobin & Hematocrit determination, red cell indices, and peripheral smear morphology.
      h. Zinc protoporphyrin
      i. Blood urea nitrogen

j. Serum creatinine
k. Routine urinalysis with microscopic examination.
l. Any other test relevant to lead exposure deemed necessary by the examining physician.

8. Any employee is entitled to, with proper notification to the employer, a second opinion. Should the second examination conducted differ from the first in results, the employee and employer shall negotiate a third opinion. Pregnancy testing and male fertility assessment shall be made available to employees requesting testing.
9. Training shall be on an annual basis, for each employee at or above the action level:
    a. Content of OSHA Standard
    b. Nature of Operations
    c. Description and purpose of Medical Surveillance, Medical Removal Programs
    d. Health Effects of Exposure (specific to male and female)
    e. Engineering controls and work practices
    f. Any other Compliance Plan in Effect
    g. Chelation
    h. Respiratory and Personal Protection
    i. Right to Access of Records
10. Records shall be kept for 30 years. Records are transferred to the new Owner if the employee ceases to do business prior to 30 years. If the employer discontinues business with no new Owner, before 30 years, the records are transferred to the Commissioner. Records shall be maintained for the following:
    a. Exposure Assessment
    b. Exposure Monitoring
    c. Respiratory Protection
    d. Medical Surveillance
    e. Medical Removals
    f. Employee Records
11. Records shall be made available for examination and copying to:
    a. Affected Employees
    b. Former Employees
    c. OSHA Assistant Secretary and Director

3.2 MINIMUM SAFE WORK PRACTICES REQUIREMENTS

A. In addition to 29 CFR, Part 1926.62, the Contractor shall implement the minimum safe work practices, as developed by the USEPA and the United States Department of Housing and Urban Development (HUD), which includes and shall apply to coatings that could contain lead and for general construction practices that produce dust, debris, airborne particulates, etc. Procedures referenced herein also incorporate those of OSHA, N.J.A.C. 5:17, and general industry practices, as applicable, for guidance.
    1. Isolate all openings between the exterior work areas and building interiors and/or interior work areas and interior non-work areas, such as windows, doors, HVAC fresh air intakes, etc., with a minimum of two (2) layers of six (6) mil polyethylene sheeting secured airtight with duct tape, and where necessary, spray-glue.
    2. Utilize drop cloths, consisting of two (2) layers of six (6) mil polyethylene sheeting within work areas; for exterior work areas, extend the polyethylene sheeting at least five (5) feet from the building's perimeter for exterior-related work, to capture any dust, paint chips, debris, etc., generated from the work.
    3. Outside work area ingress/egress points shall have "sticky pads" placed to capture residual dust, including lead dust, from workers' footwear/shoes to minimize tracking dust from outside the control area.
    4. Treatment Methods for Surfaces Coated with Paint
        a. Mist surfaces before wet scraping in preparation for painting and/or when components are removed for disposal or restoration.
            i. Lightly mist the component to be removed. Do not apply water to components containing electrical circuits.

ii. Using a utility knife or other sharp instrument, carefully score all affected painted seams.
iii. Remove any screws or other fasteners.
iv. Using a flat pry instrument and a hammer, carefully pry the affected building component away from the surface to which it is attached. The pry bar should be inserted into the seam at the nail or other fastening device at one end of the component, and prying pressure should be applied. This process should be repeated at each subsequent fastening location until the end of the component is reached as the component is freed.
v. Carefully remove or bend back all nails (or other fastening devices), wrap removed components and nails in polyethylene sheeting, and seal airtight with high-quality spray glue and duct tape.
vi. HEPA vacuum any dust that may have accumulated behind the component removed.

b. Preparation for torch cutting of components.
i. Perform the limited removal of lead-based paint coatings and primers, at increments of four (4) feet, to facilitate the removal of lead-based paint for the use of cutting torches on bare metal to remove sections of components.
ii. The limited paint removal shall expose bare metal, free of all coatings, four (4) inches out from the area to be cut.
iii. Limited paint removal shall be accomplished using HEPA vacuum needle guns and/or chemical paint remover.
iv. Utilize torches to cut through bare metal for component removal, ensuring that heat from the torch does not impact any adjacent lead-based paint.

c. Vacuum Water Blasting
i. The Contractor shall utilize the equipment in strict conformance with the Manufacturer's specifications.
ii. The blast head shall remain in contact with the surface at all times.
iii. The Contractor shall implement control measures to capture and/or prevent the migration of water from outside the work area.
iv. Wastewater generated from the project shall be containerized and undergo a Toxicity Characteristic Leachate Procedure (TCLP) test to determine the method of waste disposal (hazardous versus non-hazardous).

d. Strippable Chemical Solvent
i. The chemical stripper shall be troweled, brushed, or spray-applied. The application thickness of the material shall be determined by the sample test patches.
ii. The dwell time for the paint stripper shall be determined by the evaluation of the sample test patches. Once a proper dwell time is determined, the Contractor shall remove the paint and chemical stripping compound onto the polyethylene ground cover or directly into 55-gallon drums. Any remaining residue shall then be washed down with a detergent and water to reveal the bare surface. Washing down of these surfaces is required to remove any remaining residue left by the chemical stripper. The washdown water shall be contained as specified in Section 4.0. All water and residue shall be removed by using a wet vacuum system.
iii. Apply paste-type chemical stripper material to the existing painted surfaces by spray application, and simultaneous application of fibrous laminated cloth, where applicable.
iv. Remove all spent chemical stripper, fibrous laminated cloth, and old paint from the substrate manually.
v. Provide a low-pressure fresh water rinse for cleaning the substrate to remove any visible residual remover and old paint.
vi. Special care must be taken to remove chemical stripper materials before they dry or harden, to prevent damaging the surfaces being treated during the removal process. Any tools used shall be made of natural, non-abrasive materials.
vii. When utilizing a chemical stripper, the Contractor must determine (by contacting the Manufacturer) if the abated surface must be neutralized before subsequent paint application. The Contractor must also determine if neutralization of the surface is required, even if the surface will remain unpainted after paint removal.

viii. Wastewater generated from the project shall be containerized and undergo a Toxicity Characteristic Leachate Procedure (TCLP) test to determine the method of waste disposal (hazardous versus non-hazardous).

e. HEPA Vacuum Needle Gun
   i. Maintain the HEPA vacuum attachment in operation during the removal operation. Select a proper shroud to match the configuration of the surface being treated.
   ii. The shroud shall remain in contact with the surface at all times.
   iii. HEPA vacuum needle guns shall only be utilized for metal surfaces.

f. Core Penetrations and Drilling
   i. Maintain HEPA vacuum attachment in operation during the creation of core penetrations and/or drilling through surfaces coated with paint, shellac, varnish, etc. Select a proper shroud to match the configuration of the surface being treated and for attachment to the coring/drilling device. The shroud shall remain in contact with the surface at all times.
   ii. Alternatively, core penetrations/drilling through surfaces shall be via contact through a wet sponge over the surface or viscous foam applied to the surface where the penetrations/drilling shall occur.
   iii. Sponges utilized for procedures referenced herein shall only be used once per penetration. Viscous foam shall be collected, and surfaces where the foam has potentially run along the surface due to gravity or residual shall be wet-wiped clean. All sponges, foam, and cloths/rags used for wet-wiping off foam from surfaces shall be included with the waste stream for TCLP testing to determine if the waste is hazardous or non-hazardous.

5. Utilize High-Efficiency Particulate Air (HEPA) filter-equipped vacuums to clean surfaces after the required work and to extract dust/debris from polyethylene sheeting used for isolation and/or as drop cloths.
6. Roll polyethylene sheeting drop cloths inward after misting with water before disposal.
7. Wet-mop/wipe all horizontal surfaces within proximity to the work area, both inside and outside the building, depending on the work area location, with a trisodium phosphate (TSP) in water solution. Follow the Manufacturer's recommendations for the dilution ratio. Before and after wet-mopping/wiping, HEPA vacuumed all horizontal surfaces, accounting for drying time from wet-mopping/wiping.
8. Utilize personal protection equipment as required by 29 CFR, Part 1926.62. Remove protective clothing on "sticky pads," and have waste bags in proximity to this area to place disposable protective equipment.
9. Coordinate with the Owner and/or Owner's Representative for a restroom that can be dedicated to workers for hygiene purposes, inclusive of washing hands, arms, face, etc., after each shift. These restrooms shall be HEPA vacuumed, wet-wiped clean, and HEPA-vacuumed at the end of each work shift, to remove all visible dust and debris from floors, sinks, urinals, toilets, etc.
10. All disposable items, including mop heads, rags, personal protection equipment, etc., shall be treated as referenced in these Technical Specifications.

3.3 MINIMUM NEW JERSEY AIR QUALITY REQUIREMENTS

A. Where general ventilation is inadequate to control air contaminants emitted from point sources within workspaces to below the Permissible Exposure Limit, such as that outlined above for lead by OSHA, other control measures shall be implemented, such as, but not limited to, negative pressure filtration equipment or an equivalent substitution.
B. Renovation/demolition work 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.
C. Renovation activities in occupied buildings shall be isolated 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.

D. Before re-occupancy, work areas shall be cleaned and ventilated, as necessary.
E. Occupants/Trades shall be notified at least 24 hours prior to, or promptly for emergencies, of work to be performed on the building that may introduce air contaminants.

3.4 WORKER SAFETY

A. The Contractor is responsible for ensuring all appropriate worker protection regulations are followed, including those of OSHA, Corporate policies and procedures, the project job site requirements, etc. Project job site requirements shall be provided to the Contractor upon Contract Award, or the day the project commences. Provision herein applies to all Trade-related work.
B. Enforcement of the Contractor's on-site staff to comply with Health and Safety Compliance shall be the sole responsibility of the Contractor's supervisory personnel. The Owner's Representative, the Owner, and the Owner's consultants/professional services shall not 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 the Owner and its personnel and/or clients, and/or the Owner's Representative. The exception shall also apply to the failure of the Contractor to comply with site rules and regulations. If such a risk occurs, the Owner, Facility, and/or Owner's Representative shall Stop Work immediately to rectify the situation.
C. At a minimum, the Contractor shall ensure the following, which includes provisions within these Technical Specifications.
    1. Respiratory Protection Program: Furnish each employee with a half-face negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 12 months thereafter, as required by 29 CFR, Part 1926.62, 29 CFR, Part 1926.103, and 29 CFR, Part 1910.134. Establish and implement a respiratory protection program. Upon completion of the initial employee exposure assessment, adjust respiratory protection as required by 29 CFR, Part 1926.62.
    2. Hazard Communication Program: The Contractor shall establish and implement a Hazard Communication Program as required by 29 CFR, Part 1926.59, and 29 CFR, Part 1910.1200.
    3. Change Areas and Shower Facilities: Provide clean change areas within the physical boundary around the designated Lead Control Area. Upon completion of the initial employee exposure assessment, adjust requirements per 29 CFR, Part 1926.62.
    4. Personnel Protection: Personnel shall wear and use protective clothing and equipment, such as respirators, protective suits, eye protection, hard hats, appropriate foot and hand protection, etc. Eating, smoking, or drinking is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been given appropriate training and protective equipment.
    5. It is anticipated that the Contractor will be utilizing power tools. The Contractor shall ensure compliance with the requirements of hearing protection and conservation, as outlined in 29 CFR, Part 1910.95.

D. Safety and Health Compliance: In addition to the detailed requirements of this Specification, comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with applicable requirements of the current issue of 29 CFR, Part 1910.1025. Submit matters regarding the interpretation of standards to the owners for resolution before starting work. Where specification requirements and referenced documents vary, the most stringent requirement shall apply.

3.5 ADDITIONAL REQUIREMENTS

A. Construction work shall not generate visible emissions, as required by 40 CFR, Part 61, the National Emissions Standard for Hazardous Air Pollutants (NESHAP).

PART 4 – WASTE HANDLING AND DISPOSAL

4.1 HAZARDOUS WASTE MANAGEMENT PLAN

A. The Hazardous Waste Management Plan shall comply with applicable requirements of federal, state, and local hazardous waste regulations and address the following:

1. Identification of hazardous wastes associated with the work as defined in 40 CFR, Part 261.
2. Estimated quantities of wastes to be generated and disposed of.
3. Names and qualifications of each Contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact. Furnish two copies of USEPA, state, and local hazardous waste permit applications, permits, and USEPA identification numbers.
4. Names and qualifications (experience and training) of personnel who will be responsible for on-site management of hazardous wastes.
5. List of waste handling equipment to be used in performing the work, including cleaning, volume reduction, and transport equipment.
6. Spill prevention, containment, and clean-up contingency measures to be implemented.
7. Work plan and schedule for waste containment, removal, and disposal. Hazardous wastes shall be collected and containerized daily.
8. A locked dumpster or covered truck provided by the Contractor shall be used to store hazardous debris before removal after the job.

4.2 WASTE REQUIREMENTS

A. Waste storage on-site, transportation, and disposal shall comply with all applicable waste regulations, which include, but are not limited to, the federal USEPA, DOT, and the State of New Jersey waste regulations.
B. Collect a sample of the lead-containing waste to determine if it is at or above the toxicity characteristic limit, which classifies the waste as hazardous waste, defined as five (5) milligrams per liter (mg/L) lead concentration (USEPA regulation 40 CFR, Part 261.24). TCLP samples shall be analyzed via Test Method 1311 in Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, USEPA publications SW-846.
C. If the waste is classified as hazardous waste (i.e., greater than or equal to 5 milligrams per liter of lead concentration), the Contractor shall follow and implement all applicable hazardous waste regulations for the storage, labeling, transportation, and disposal of the waste material. This includes, but is not limited to:
    1. Labeling of the hazardous waste containers with the words “hazardous waste” and the waste accumulation date; the waste generator name and address.
    2. The proper completion of the hazardous waste manifest for the off-site shipment.
    3. Storage of waste materials in USDOT-approved containers.
    4. Use of a licensed waste transporter and a treatment, storage, and disposal facility (TSDF) authorized to accept the waste.

PART 5 – OWNER-DIRECTED TESTING AND ANALYSIS

5.1 OWNER TESTING OPTIONS

A. Testing for lead can be conducted by the Owner at any time during the Contractor’s activities and may include, but not be limited to, air, wipe, and soil sampling and analysis. Samples obtained will be compared to the most stringent Federal, State, and Local standards as applicable.
B. The Contractor shall be responsible for all testing and analysis as indicated in the standards noted in this Section. The Owner may, at its discretion, mirror testing and analysis being conducted by the Contractor.
C. If lead contamination is discovered related to the Contractor’s activities, the Contractor shall rectify the contaminant issue by cleaning the area until satisfactory lead wipe or soil results are achieved (per HUD and N.J.A.C. 5:17 clearance criteria) at no additional cost to the Owner. The Contractor shall be responsible for the costs associated with the cleaning, in addition to the costs associated with the Owner’s Representative.

5.2 SAMPLING COMPLIANCE

A. Post Renovation Clearance Sampling
    1. At the Owner’s discretion, the Owner’s Representative may conduct post-clearance sampling by Method SW-846-7000B. All laboratories that analyze samples shall be USEPA-recognized, AIHA-LAP, LLC, Environmental Lead Laboratory Accreditation Program (ELLAP) accredited.

2. Acceptable clearance sampling results shall be less than the HUD and N.J.A.C. 5:17 clearance criteria as follows:
    a. Wipe Sample results collected inside the work area shall be less than the following micrograms per square foot (µg/sf^2):
        i. Floors <5 µg/sf^2
        ii. Interior Window Sills <40 µg/sf^2
        iii. Window Troughs <100 µg/sf^2
    b. Soil Sample taken at the exterior of the work site shall be less than the following micrograms per gram (µg/g):
        i. Bare Soil <200 µg/g

END OF SECTION

SECTION 04 03 43
MASONRY RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The work under this Section includes the following:
   1. Repair of existing concrete roof deck where damaged substrate exists.

1.3 REFERENCES

A. Codes and Standards: Comply with provisions of the latest editions of the following Codes, Specifications and Standards except where more stringent requirements are shown or specified.
   1. ACI 530 "Building Code Requirements for Concrete Masonry"
   2. ACI 530.1 "Specifications for Masonry Structures,"
   3. NCMA TEK No. 20A "Grouts for Concrete Masonry"
   4. NCMA TEK No. 71 "Cold Weather Construction with Concrete Masonry"
   5. NCMA TEK No. 92 "Control and Removal of Efflorescence"

1.4 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed in accordance with product manufacturers' written instructions and specified requirements.
B. Cleaning Conditions: Application of cleaning, stain removal, and poultice materials may occur only when temperatures are above 40 degrees F and below 95 degrees F and are scheduled to remain so for at least 72 hours.

1.5 SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 CEMENTITIOUS VOID FILLER/CONSOLIDATE GROUT

A. Cementitious Void Filler: An ultrafine superplasticized consolidate grout that can be injected through injection ports into voids, where necessary, is suitable for application in wet or dry voids, exhibits low shrinkage, and develops high bond strength to all types of substrate.
   1. Products:
      a. Cathedral Brick Products, Inc.
      b. Jahn M40 Injection Grout
      c. SikaGrout-212
      d. or approved equal.

PART 3 - EXECUTION

3.1 WORKMANSHIP

A. All areas involved in the work shall be inspected by the Contractor to establish extent of work, access, and need for protection of surrounding construction, landscaping, etc. If conditions are not as expected, notify the Architect/Engineer immediately for direction. Do not proceed with work until unsatisfactory conditions are corrected.
B. Do not add any bonding agents, accelerators, or retarders to the grout.
C. Discard all grout that has hardened or exceeded its allowable pot life after mixing. Provide separate, clearly labeled containers for discarded grout and remove material from the staging area as soon as practical.

3.2 FINAL CLEANING

A. In the event that grout is on non-masonry surfaces, clean adjacent non-masonry surfaces. Use detergent and soft brushes or cloths.
B. After grout has fully hardened, thoroughly clean exposed masonry surfaces of excess grout and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
    1. Do not use metal scrapers or brushes.
    2. Do not use acidic or alkaline cleaners.
    3. Use of muriatic acid for cleaning is prohibited.

C. Clean Grout and debris from site; remove Grout and debris from surrounding grade. Rinse off masonry and adjacent surfaces.
D. Remove masking materials, leaving no residues that could trap dirt.

3.3 FIELD QUALITY CONTROL

A. Notify Architect's Project representatives in advance of times when representatives have reasonable opportunity to make inspections and observations of work areas prior to completion.

END OF SECTION

SECTION 06 05 73
WOOD TREATMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Requirements for wood preservative and fire retardant treatment for dimensional lumber and plywood. All wood utilized for nailers and blocking in the roof construction shall be Fire retardant treated. No wood framing shall be utilized in the building interior.

1.3 RELATED SECTIONS

A. Section 06 11 41 – Wood Nailers, Cants, and Blocking

1.4 REFERENCES

A. American Wood Protection Association (AWPA):
   1. Standard U1, Wood treated with preservative system
   2. Standard T1, Use Category System
   3. Standard A, Analytical
   4. Standard M, Quality Control
   5. Standard C20-27 Fire Retardant Treatment

B. National Institute of Standards and Technology (NIST):
   1. PS 1, U.S. Product Standard for Construction and Industrial Plywood
   2. PS 20, American Softwood Lumber Standard

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping: Provide waterproof covers for treated wood during shipment.
B. Storage and Protection: Store treated wood off the ground and protected from the weather.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Lumber for treatment must conform to the following specifications.
   1. Lumber: In accordance with NIST PS 20 and as follows:
      1. Grade: No. 2 Dense, or better
      2. Species: Southern Pine
      3. Surfacing: S4S

   2. Plywood: APA Structural I

2.2 FIRE RETARDANT TREATMENT

A. UCFA - FIRE RETARDANT Interior: Wood and wood based materials intended for fire protection and used in interior construction where wood material is not in contact with the ground and is protected from exterior weather.

2.3 SOURCE QUALITY CONTROL

A. Inspection:

1. Untreated Material:
   a. Lumber: Provide lumber that has been inspected and graded by an ALSC recognized grading agency.
   b. Plywood: Provide plywood that has been inspected and graded before treatment by a code-recognized inspection and testing agency.

2. Treated Material: Provide treated material that bears the Natural Select trademark and the quality mark of an ALS-recognized agency which maintains supervision, testing, and inspection for the quality of the product Quality marks shall be affixed to each piece and include the following:
   a. Identification of the inspection agency
   b. Identification of the standard to which the material was treated
   c. Identification of the treating facility
   d. Identification of the preservative and retention
   e. Identification of the end use for which the product is suitable

2.5 MISCELLANEOUS MATERIALS

A. Fasteners and Anchorages: Provide size, type material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails. Provide stainless steel fasteners and anchorages or a hot-dip galvanized coating meeting ASTM A 153, ASTM Standard A653 (Class G-185)

PART 3 – EXECUTION

3.1 INSTALLATION

A. Surface Treatment of Field Cuts: Treat field cuts on members that provide structural support to a permanent structure in accordance with AWPA Standard M4.

TABLE 1
SCHEDULE OF USE

Member	Treatment
Roof Nailers	UCFA

END OF SECTION

SECTION 06 11 41
WOOD NAILERS, CANTS, AND BLOCKING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

A. Installation of all new roof carpentry including nailers, blocking, and wood expansion joint curbs where detailed. All wood utilized for nailers and blocking in the roof construction shall be Fire retardant treated. No wood framing shall be utilized in the building interior.

1.3 RELATED WORK

A. Fire Retardant Treatment is specified in Section 06 05 73.

1.4 REFERENCES

A. The publications listed below form a part of these specifications to the extent applicable:
   1. AITC American Institute of Timber Construction Timber Construction Manual
   2. SFPA Southern Forest Products Association Guide to Southern Pine Lumber Grades
   3. ASTM American Society of Testing Materials
      a. Zinc-coating (Hot Dip) on Iron and Steel Hardware ASTM A153
      b. Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength ASTM A307
   4. FMRC Factory Mutual Research Corporation: Roof assembly classification, Class 1-90 A
   5. NRCA National Roofing Contractors Association - Roofing and Waterproofing Manual
   6. UL Underwriters Laboratories (UL) - Fire Hazard Classification
   7. SMACNA Sheet Metal Air Conditioning Contractors National Association, Inc. (- "Architectural Sheet Metal Manual"

PART 2 – PRODUCTS

2.1 MATERIALS

A. Wood: #2 or better Southern Pine 15% moisture content grade marked in accordance with the Southern Pine Inspection Bureau and preservative treated in accordance with Section 06 05 73. Sizes as shown on drawings.
B. Anchoring Devices, expansion bolts, machine screws in drive-in anchors as manufactured by one of the following; Rawl, Hilti, Ackerman-Johnson Co., All Metal Screw Products Co.
C. Bolts: ASTM A-307
D. Washers: ASTM F436
E. Nuts: ASTM A563 meeting ASTM A23339

2.2 GALVANIZATION

A. All metal items supplied under this Division shall be coated by the hot-dipped process in molten zinc, ASTM A153, G185 unless otherwise specified.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Nailers, blocking, and curbs, shall be as detailed on the drawings securely fastened in place with approved fasteners. Install fasteners in accordance with requirements on the drawings or in the absence, to the requirements of the nailing schedule published in the 2021 edition of the International Building Code, New Jersey Edition, or the resist the uplift forces set forth on the drawings, whichever is greater.

END OF SECTION

SECTION 07 01 50
PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Roof replacement preparation consisting of partial roof tear-off of roof system at designated roof areas
2. Roof rehabilitation preparation of roof system at designated roof areas
3. Removal of flashings and counterflashings
4. Temporary roofing
5. Temporary roof drainage
6. Removal and reinstallation of indicated components, accessories, and equipment
7. Recycling of non-hazardous demolition and construction waste.

1.2 DESCRIPTION OF WORK

A. Re-roofing preparation Work consists of the following:
1. Preparation for: Roof replacement
2. Existing Roof Type: Built up bituminous over rigid insulation
3. Existing Deck Type: Concrete
4. Complete roof tear-off
5. Removal and reinstallation of indicated components, accessories, and equipment
6. Recycling of non-hazardous demolition and construction waste
7. Uplift securement
8. Removal of base flashings
9. Temporary roof membrane

1.3 RELATED WORK

A. The work of this section shall be coordinated with the following sections:
1. 02 07 00 Selective Demolition
2. 02 82 13 Asbestos Roofing Materials Removal
3. 02 83 00 Treatment of Lead in Construction
4. 07 55 00 Modified Bituminous Roofing

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.
B. Partial Roof Tear-Off: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system.
C. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
D. Existing to Remain: Existing items of construction that are not indicated to be removed.
E. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

F. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
G. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
H. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
I. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
J. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.6 PREINSTALLATION MEETINGS

A. Preliminary Roofing Conference: Before starting removal work, conduct conference at Project site.
   1. The agenda will include the review of the methods and procedures related to roofing tear-off, including, but not limited to, the following:
      a) Reroofing preparation, including roofing system manufacturer's written instructions.
      b) Temporary protection requirements for existing roofing system components that are to remain.
      c) Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
      d) Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
      e) Existing roof deck conditions requiring Architect notification.
      f) Existing roof deck removal procedures and notifications to the Project Team.
      g) Condition and acceptance of existing roof deck and base flashing substrate for reuse.
      h) Structural loading limitations of roof deck during reroofing.
      i) Base flashings, expansion joints, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
      j) HVAC shutdown and sealing of air intakes.
      k) Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
      l) Lead-based component treatment, handling, and disposal requirements

   2. This meeting shall be combined with the Preinstallation Meeting referenced in Section 07 55 00.

1.7 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.
B. Temporary Roofing: Include Product Data and description of temporary roofing system. If temporary roof will remain in place, submit surface preparation requirements needed to receive permanent roof, and submit a letter from roofing membrane manufacturer stating acceptance of the temporary membrane and that its inclusion will not adversely affect the roofing system's resistance to fire and wind or its FM Global rating.

1.8 INFORMATIONAL SUBMITTALS

A. Digital Images or Videos: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
B. Schedule of Re-Roofing Preparation Activities: Indicate the following:
   1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.
   2. Interruption of utility services. Indicate how long utility services will be interrupted.
   3. Coordination for shutoff, capping, and continuation of utility services.
   4. Use of elevator and stairs.
   5. Coordination of Owner's continuing occupancy of portions of existing building.
   6. This schedule of tasks shall be incorporated into the Baseline Construction Schedule

1.9 PROJECT / FIELD CONDITIONS

A. The building will remain occupied throughout the re-roofing operations.
   1. Conduct reroofing so that building operations will not be disrupted.
   2. Provide the Project Team with not less than 48 hours written notice of activities that may affect the building operations.
   3. Coordinate work activities daily with the Project Team and arrange for the provision and placement of protective dust or water leakage covers over sensitive equipment or furnishings, and for Building Management to shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
   4. Before working over structurally impaired areas of deck, notify Building Management to evacuate occupants from below the affected area.
      a) Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.

B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

D. Limit construction loads on roof to rooftop equipment wheel loads and uniformly distributed loads not exceeding recommendations of Contractor's professional engineer based upon site inspection and analysis.

E. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
   1. Remove only as much roofing in one day as can be made watertight in the same day.

F. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.

G. Hazardous Materials: Refer to the Limited Hazardous Materials Report in Appendix “A” and Specification Section 02 83 00. It is not expected that other hazardous materials will be encountered in the Work.
   1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Architect, DPMC, and Building Management. Obtain direction from Architect before proceeding with work in the affected area.

H. Fire-Test-Response Characteristics: For assemblies with fire-resistance ratings, provide materials and construction identical to those of assemblies tested for fire resistance per ASTM E119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 ROOFING INFILL, PATCHING AND REPLACEMENT MATERIALS

A. Use roofing infill materials matching existing insulation roofing system materials unless otherwise indicated. Refer to Section 07 55 00.

2.2 TEMPORARY ROOFING MATERIALS

A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

2.3 TEMPORARY ROOF DRAINAGE

A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

2.4 AUXILIARY RE-ROOFING MATERIALS

A. General: Auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new membrane roofing system.

PART 3 - EXECUTION

3.1 PREPARATION, GENERAL

A. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
B. Shut off rooftop utilities and service piping before beginning the Work.
C. Test existing roof drains to verify that they are not blocked or restricted. Refer to Section 01 35 00 Special Project Procedures for pre and post construction drain testing requirements.
   1. Immediately notify Architect of any blockages or restrictions.

D. Coordinate with Building Management to shut down air-intake equipment in the vicinity of the Work.
   1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.

E. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
   1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade level. Prior approval of and coordination with Building Management is required for all proposed equipment, access, and staging locations. Refer to Section 01 35 00 Special Project Procedures

F. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain. Tarps and other temporary protection shall not be considered as overnight protection or night seal.
G. Roof Drain Protection: Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
   1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
   2. Prevent debris from entering or blocking roof drains and conductors.
      a) Use roof-drain plugs specifically designed for this purpose.
      b) Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

   3. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding.
      a) Do not permit water to enter into or under existing membrane roofing system components that are to remain.

3.2 ROOF TEAR-OFF

A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
C. Remove aggregate ballast from roofing membrane.
D. Complete Roof Tear-Off: Remove existing roofing membrane to structural deck.
   1. Coordinate with Owner's inspector to schedule times for tests and inspections immediately after membrane removal.

2. Bitumen and felts that are firmly bonded to concrete decks are permitted to remain if felts are dry. Remove unadhered bitumen and felts and wet felts.
3. Remove any fasteners from deck.

E. Inspect wood blocking, curbs, and nailers for deterioration and damage.
1. Replace existing wood components that exhibit signs of deterioration or other conditions detrimental to securement of roofing system components, including roof edge flashings.
2. Reuse of Existing Wood Nailers: Permitted where type, size and securement are in accordance with Factory Mutual Loss Prevention Data Bulletin 1-49; and existing wood nailers exhibit no signs of deterioration or other conditions detrimental to securement of new roofing system in conformance with specified requirements.

3.3 DECK PREPARATION

A. Inspect deck after tear-off of membrane roofing system.
B. Verify that deck is sound and dry.
C. Unsuitable Deck: If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

3.4 ROOFING INFILL, PATCHING AND REPLACEMENT MATERIALS INSTALLATION

A. Patch cracks and spalled areas of concrete under the unit prices specified in Section 01 22 00.

3.5 BASE FLASHING REMOVAL

A. Remove existing base flashings where indicated on Drawings.
B. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
C. Do not damage metal counterflashings that are to remain.

3.6 RECYCLING OF DEMOLITION AND CONSTRUCTION WASTE

A. Prevent other materials or debris from intermixing with recycled material.
B. Submit final summary of progress reports, including percentage of recycled waste to quantity of total waste, by weight.

3.7 DISPOSAL

A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site. Storage or sale of demolished items or materials on-site is not permitted.
B. Transport and legally dispose of demolished materials off Owner's property.

3.8 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

END OF SECTION

SECTION 07 55 00
MODIFIED BITUMINOUS ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The work under this Section includes removal of the existing built-up roofing system and insulating concrete to the structural deck; all labor, material, tools, equipment, and supervision necessary to install a new Styrene-butadiene-styrene (SBS) modified bituminous membrane roofing system including flashings and insulation as indicated on the drawings in accordance with the manufacturer's most current specifications and details. The new roofing system will include, but is not limited to the following components:
   1. Roof insulation
   2. Insulation cover board
   3. Smooth ply sheet
   4. Mineral granulated cap sheet

B. Also included is the flashing of roof penetrations/curbs and expansion joint covers.
C. Pre and post construction water testing of existing roof drains is required to be performed by and documented by the Contractor in the presence of representatives of DPMC and/or the Architect.

1.3 RELATED SECTIONS

A. Section 01 22 00 Unit Prices
B. Section 02 07 00 Selective Demolition
C. Section 06 05 73 Wood Treatment
D. Section 06 11 41 Wood Nailers, Cants, and Blocking
E. Section 07 62 00 Flashing and Sheet Metal
F. Section 07 92 00 Joint Sealers

1.4 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.5 REFERENCES

A. Factory Mutual (FM Global) - Approval Guide and loss Prevention Data for Contractors (latest edition)
B. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFU R1306)
C. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet
E. Metal Manual
F. Asphalt Roofing Manufacturers Association (ARMA)
G. National Roofing Contractors Association (NRCA)
H. American Society of Civil Engineers (ASCE)

1.6 PRE-INSTALLATION MEETING

A. Preinstallation Roofing Conference: Prior to scheduled commencement of the roofing installation and associated work, conduct a meeting at the Project Site. The installer shall record conference discussions to include decisions and agreements reached (or disagreements), and furnish copies of recorded discussions to each attending party. The main purpose of this meeting is to review foreseeable methods and procedures related to roofing work.
   1. Meet with Owner, Architect, Roof Monitor, roofing installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
   2. Review drawings and specifications.
   3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
   4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
   5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
   6. Review structural loading limitations of roof deck during and after roofing.
   7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
   8. Review governing regulations and requirements for insurance and certificates if applicable.
   9. Review temporary protection requirements for roofing system during and after installation.
   10. Review roof observation and repair procedures after roofing installation.

1.7 PERFORMANCE REQUIREMENTS

A. Provide an installed roofing membrane and base flashing system that does not permit the passage of water and will withstand the design pressures calculated in accordance with the most current revision of ASCE 7.
B. Provide all primary roofing materials that are physically and chemically compatible when installed in accordance with manufacturers current application requirements.
C. Wind resistance of the new roof assembly shall be installed to resist a minimum 90-pound uplift force in the field of the roof per FM I-120
D. Roof Assembly shall be Class “A” Fire Classification.
E. All materials, assemblies, and installation shall be FM Global approved.
F. Tapered Insulation Systems shall provide a minimum total average thickness of Continuous Insulation of 5.2 inches and a minimum total average insulation R-value of not less than 30.

1.8 SUBMITTALS

A. Product Data: Provide product data sheets for each type of product indicated in this section. Include test reports for roof materials, indicating that roof materials comply with Solar Reflectance Index requirement.
B. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified. Include plans, elevations, sections, details, and attachments to other work. Provide roof plan showing orientation and types of roof deck, orientation of membrane roofing, and fastening spacings and patterns for mechanically fastened components.
   1. Base flashings and built-up terminations: Indicate details meet requirements of NRCA and FM Global as required by this Section.
   2. Tapered insulation, including slopes.
   3. Crickets, saddles, and tapered edge strips, including slopes.
   4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

C. Installer Certificate: Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section. Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
D. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
   1. Submit evidence of compliance with performance requirements, including FM Global system approval (RoofNav).
   2. Product Compatibility: Indicate manufacturer has verified compatibility of roofing system components, including but not limited to: Roofing membrane, flashing sheets, adhesives, and sealants.

F. Samples for Verification: For the following products:
   1. Sheet roofing materials, of color specified for exposed material.
   2. 1 lb. of aggregate surfacing material in gradation and color indicated.
   3. Metal termination bars.
   4. Walkway materials.

G. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.
H. Warranties: Unexecuted sample copies of special warranties.
I. Roofing Inspector Identification: Provide documentation identifying and providing contact information for the Manufacturer’s Technical Representative to be assigned to the Project. The Technical Representative shall be a full-time employee of the manufacturer and shall not be engaged in the sale of products

1.9 REPORTS DURING CONSTRUCTION

A. The Contractor shall provide field quality control reports from the Manufacturer’s technical representative. The reports shall include at a minimum: weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.
B. Submit reports within 48 hours after inspection.

1.10 QUALITY ASSURANCE

A. Provide a roofing system that meets or exceeds all criteria listed in this section.
B. Installer shall be approved by the manufacturer to perform the specified roof installation and provide the manufacturers warrantee.
C. Source Limitations: All components listed in this section shall be provided by a single manufacturer or approved by the primary roofing manufacturer.
D. Roofing Manufacturer’s Inspections: Manufacturer’s Technical Representative shall provide **at least one interim inspection during the roofing installation** and a **comprehensive final inspection** after completion of the roof system. All application errors must be addressed, and final punch list completed.
E. The Contractor must include within the DPMC 12a - Unit Schedule Breakdown a line item for Manufacturer Inspections.

1.11 REGULATORY REQUIREMENTS

A. All work shall be performed in a safe, professional manner, conforming to the International Building Code, (IBC) New Jersey Edition, 2021.

1.12 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
A. Store all pail goods in their original undamaged containers in a clean, dry location within their specified temperature range.
B. Store roll goods on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges. Do not double stack modified bitumen products.
C. Do not expose materials to moisture in any form before, during, or after delivery to the site. Reject delivery of materials that show evidence of contact with moisture.
D. Remove manufacturer supplied plastic covers from materials provided with such. Use “breathable” type covers such as canvas tarpaulins to allow venting and protection from weather and moisture. Cover and protect materials at the end of each work day. Do not remove any protective tarpaulins until immediately before the material is to be installed.
E. Materials shall be stored above 55°F a minimum of 24 hours prior to application.
F. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
G. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
H. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck. Maximum 20 pounds per square foot.
I. Any products/materials that are not protected from the weather will be rejected and replaced at the Contractor’s expense.

1.13 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements. Ambient temperatures must be above 45°F when applying hot asphalt or water-based adhesives.
B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
3. Remove temporary plugs from roof drains at end of each day.
4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.14 WARRANTY

A. Roof Warrantees:
1. Provide Manufacturer’s Guarantee with single source coverage and no monetary limitation, where the manufacturer agrees to repair or replace components in the roofing system, which cause a leak due to a failure in materials or workmanship for a period of twenty (20) years from the date of completion. The wind exclusion shall not be less than the wind uplift rating specified.
2. Performance Agreement: The Contractor shall provide a five (5) year performance agreement on labor and material in addition to the manufacturer's warranty. The performance agreement shall include the stipulation that the Contractor shall perform all inspections and emergency repairs to all defects or leaks in the roofing system within 24 hours of receipt of notice from the owner. Repairs shall include all

labor, roofing materials, flashings, etc. When weather permits, all temporary repairs shall be redone and the roof restored to the standard of the original installation.

3. In the event that (a) the Owner notifies the Contractor of the need to correct a guaranteed condition, and (b) an emergency condition exists that requires immediate attention to prevent potential injury or damage, and (c) the Contractor cannot or does not promptly inspect and repair same, either permanently or temporarily, then the Owner may make, or cause to be made, such temporary repairs as may be essential and the Contractor shall reimburse the Owner for the cost of such repairs. Such action shall not relieve the Contractor of his obligation to perform any necessary permanent repairs and this Guarantee shall remain in full force and effect for the remaining portion of its original term.
4. The Contractor shall provide all equipment, labor and material required to remedy any and all guaranteed conditions, including repair and/or replacement of damage to other work resulting therefrom, and removal and replacement of other work required to access the guaranteed condition, all at the Contractor's sole expense for the full term of the Guarantee.
5. The Contractor agrees to perform a thorough inspection of the roofing system and all other work, in the 12th and 24th months of the Guarantee period, in the presence of a manufacturer's representative and an Owner's representative. If there are any guaranteed conditions encountered at either, or both of these inspections, the Contractor shall make, or cause to be made, any necessary repairs and/or replacement to remedy the conditions under the terms of this Guarantee within thirty (30) days of the date of inspection or as otherwise agreed by the State of New Jersey even if such time extends beyond the guarantee period.
6. The Contractor shall be responsible for inspections and emergency repairs to all defects and leaks in the roofing system during construction within four hours of receipt of notice from the Owner. Repairs shall include all labor, materials, flashings, etc. When weather permits, all temporary repairs shall be re-done and the roof restored to the standard of the original construction.

PART 1 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

2.2 ROOF SYSTEM ASSEMBLY

A. The roof system assembly shall be FM Global RoofNav #522689-516963-0 (Tremco Roofing and Building Maintenance) or approved equal by the Garland Company, Inc., Simon Roofing Products, or approved equal.

2.3 ROOFING MEMBRANE MATERIALS

A. SBS Modified Bituminous Membrane Ply Sheets: SBS/SIS/SEBS-modified asphalt-coated glass-fiber reinforced sheet, smooth surfaced, designed for heat-welded applications, ASTM D6163 Type I Grade S.
   1. Tensile Strength at 77 deg. F, minimum, ASTM D5147: 70 lbf/in machine direction; 50 lbf/in cross-machine direction.
   2. Tear Strength at 77 deg. F, minimum, ASTM D5147: 100 lbf machine direction; 80 lbf machine direction.
   3. Elongation at 77 deg. F, minimum, ASTM D5147: 4 percent machine direction; 4 percent cross-machine direction.
   4. Low Temperature Flex, ASTM D5147: -30 deg. F.
   5. Thickness, ASTM D5147: 0.118 inch.

B. SBS Modified Bituminous Cap Sheet: SBS-modified asphalt-coated glass-fiber-reinforced sheet, heat welded application, granular surfaced with a factory applied white reflective granule; CRRC listed and California Title 24 Energy Code compliant.

1. Exterior Fire-Test Exposure, ASTM E108: Class A.
2. Tensile Strength at 77 deg. F, minimum, ASTM D5147: Machine direction 70 lbf/in; Cross machine direction 50 lbf/in.
3. Tear Strength at 77 deg. F, minimum, ASTM D5147: Machine direction,100 lbf; Cross machine direction 90 lbf.
4. Elongation at 77 deg. F, minimum, ASTM D5147: Machine direction 4 percent; Cross machine direction 4 percent.
5. Low Temperature Flex, maximum, ASTM D5147: -10 deg. F.
6. Thickness, minimum, ASTM D5147: 0.165 inch.
7. Solar Reflectance Index (SRI), ASTM E1980: 88.

C. Flashing Backer Sheet: SBS-modified asphalt coated composite polyester / fiberglass/fiberglass mat reinforced high tensile strength base sheet, ASTM D4601 Type II.
1. Tensile Strength at 77 deg. F, minimum, ASTM D5147: Machine direction, 165 lbf/in; Cross machine direction, 150 lbf/in.
2. Tear Strength at 77 deg. F, minimum, ASTM D5147: Machine direction, 260 lbf; Cross machine direction, 230 lbf.
3. Thickness, minimum, ASTM D5147: 0.060 inch.

D. Membrane Flashing Sheet: SBS-modified asphalt-coated glass-fiber-reinforced sheet, granular surfaced with a factory applied white reflective granule; CRRC listed and California Title 24 Energy Code compliant, ASTM D6163 Type I Grade G .
1. Exterior Fire-Test Exposure, ASTM E108: Class A.
2. Tensile Strength at 77 deg. F, minimum, ASTM D5147: Machine direction 70 lbf/in; Cross machine direction 50 lbf/in.
3. Tear Strength at 77 deg. F minimum, ASTM D5147: Machine direction, 100 lbf; Cross machine direction 90 lbf.
4. Elongation at 77 deg. F, minimum, ASTM D5147: Machine direction 4 percent; Cross machine direction 4 percent.
5. Low Temperature Flex, maximum, ASTM D5147: -10 deg. F.
6. Thickness, minimum, ASTM D5147: 0.157 inch.
7. Solar Reflectance Index (SRI), ASTM E1980: 88.

E. Detailing Fabric: Woven Glass Fiber Mesh, Vinyl-Coated: Non-shrinking, non-rotting, vinyl-coated woven glass mesh for reinforcing flashing seams, membrane laps, and other roof system detailing.
1. Tensile strength, 70 deg. F, min ASTM D146: Warp, 65 lbf/in; fill, 75 lbf/in.
2. Color: Aqua green.

2.4 ASPHALT MATERIALS

A. Asphalt Primer: Asphalt primer, low-odor, solvent-based.
1. Flash Point, minimum, ASTM D3278: 100 deg. F.
2. Non-Volatile Content, ASTM D1644 : 52 percent.

B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application. ASTM D4586, Type II, Class I, fibrated roof cement formulated for use in installation and repair of asphalt ply and modified bitumen roofing plies and flashings; UL-classified for fire resistance.
1. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 190 g/L.
2. Non-Volatile Matter, ASTM D4586: 85 percent.
3. Resistance to sag ASTM D4586: 1/8 in.

2.5 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM Global 4470, designed for fastening roofing components to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
C. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.6 VAPOR RETARDER

A. Vapor Retarder Membrane: SBS/SIS/SEBS-modified asphalt-coated glass-fiber reinforced sheet, smooth surfaced, designed for heat-welded applications, ASTM D6163 Type I Grade S.
   1. Tensile Strength at 77 deg. F, minimum, ASTM D5147: 70 lbf/in machine direction; 50 lbf/in cross-machine direction.
   2. Tear Strength at 77 deg. F, minimum, ASTM D5147: 100 lbf machine direction; 80 lbf machine direction.
   3. Elongation at 77 deg. F, minimum, ASTM D5147: 4 percent machine direction; 4 percent cross-machine direction.
   4. Low Temperature Flex, ASTM D5147: -30 deg. F.
   5. Thickness, ASTM D5147: 0.118 inch.

2.7 ROOF INSULATION MATERIALS

A. Roof Insulation, General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Global-approved roof insulation.
   1. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, not less than two times the roof slope.

B. Roof Insulation: Board Insulation, Polyisocyanurate: CFC- and HCFC- free, with recycled content glass-fiber mat facer on both major surfaces, ASTM C1289 Type II Class 1.
   1. Compressive Strength, ASTM D1621: Grade 2: 20 psi.
   2. Conditioned Thermal Resistance at 75 deg. F: 14.4 at 2.5 inches thick.

C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48) unless otherwise indicated. Provide 1/2” per foot sloped boards for roof drain sumps and crickets.

2.8 INSULATION ACCESSORIES

A. Roof Insulation Cover Board: Gypsum panel, glass-mat-faced, with water resistant core, primed, ASTM C1177/C1177M.
   1. Thermal Resistance (R value) of: .50
   2. Board shall be roofing manufacturer approved for use in heat-weld application
   3. Board shall be classified FMRC Class 1 and UL Class A.

B. Roof Insulation Adhesive: Urethane adhesive, bead-applied, low-rise two-component solvent-free low odor, formulated to adhere roof insulation to substrate.
   1. Flame Spread Index, ASTM E84: 10.
   2. Smoke Developed Index, ASTM E84: 30.
   3. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 0 g/L.
   4. Tensile Strength, minimum, ASTM D412: 250 psi.
   5. Peel Adhesion, minimum, ASTM D903: 17 lbf/in.

6. Flexibility, 70 deg. F (39 deg. C), ASTM D816: Pass.

C. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
D. Wood Cant Strips: Comply with requirements in Division 06 rough carpentry section.
E. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
F. Substrate Joint Tape: Minimum 6 inch wide, coated, glass-fiber joint tape.
G. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

2.9 WALKWAYS

A. Walkway Material: Ceramic-granule-surfaced reinforced asphaltic composition slip-resisting pads, manufactured as a traffic pad for foot traffic, 1/2 inch thick minimum.
   1. Flexural Strength at max. load, minimum, ASTM C203: 218 psi.
   2. Granule adhesion (weight loss), maximum, ASTM D4977: 1.1 gram.
   3. Impact Resistance at 77 deg. F, ASTM D3746: No Damage to Roof.
   4. Pad Size: 36 by 48 inch.

2.10 ACCESSORIES

A. Plumbing Vents: Plumbing vent penetrations shall be extended and flashed with lead flashing rolled down 2” into the vent pipe, as detailed on the drawings.
B. Retrofit Roof Drains: Retrofit Roof Drains shall be 4” diameter replacement roof drains designed to penetrate the original roof drain body, bonding securely to the inside of the drain pipe. Drain shall be spun aluminum .064” with SBS Smooth flashing flange. Provide cast aluminum gravel guard and strainer and Emseal expanding seal. Retrofit drains shall be approved for use in the roofing system by the Roofing Manufacturer.
C. Roofing Nails: Type 304 or Type 316 Stainless Steel.
D. Expansion Joint Covers: Preformed flexible, weather-proof exterior covers for expansion joint openings that is a combination of a flexible rubber membrane, supported by a closed cell foam to form flexible bellows, with two metal flanges, adhesively and mechanically combined to the bellows by bifurcation process. Provide R-27 fiberglass insulation wrapped in a 4-mil poly sleeve and sized to fit the nominal joint width. Provide profiles as indicated on the drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
   1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
   2. Verify that, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation. wood cants
   3. Concrete Roof Deck:
      a) Verify that minimum concrete drying period recommended by roofing manufacturer has passed.
      b) Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
      c) Verify that concrete curing compounds that will impair adhesion of roofing components to roof deck have been removed.
   4. Verify that existing substrate is sound and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 SUBSTRATE PREPARATION

A. Concrete Deck
   1. Deck shall be inspected for defects. Any defects are to be corrected prior to the new roof application.
   2. The deck must be smooth, level and cannot be wet or frozen. If deck is determined to be wet, it must be allowed to dry.
   3. **Repairs to concrete deck will be performed on a Unit Price Basis**. Refer to Section 01 22 00.
   4. Treat cracks between 1/8" and 1/4" in width by filling with epoxy crack sealing system.
   5. Correct spalls, voids, and damaged areas of lightweight insulated concrete surface that are ¼" deep or more, with concrete patching mortar.
   6. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
   7. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
   8. Concrete Surface Priming: Prime surface of concrete deck with asphalt primer at a rate of application recommended in writing by manufacturer for substrate type and condition.

3.3 INSTALLATION - GENERAL

A. Install roofing system according to all current application requirements in addition to those listed in this section. Install roofing system in accordance with manufacturer's written instructions, approved shop drawings, and Contract Documents.
B. On slopes ½" per foot or greater, Install continuous treated wood nailers perpendicular to the roof slope at 8'-0" on center maximum. Install all plies parallel with the slope of the roof. Plies must extend over nailers and be nailed on 6" centers.
C. Start the application of membrane plies at the low point of the roof or at the drains, so that the flow of water is over or parallel to, but never against the laps.
D. Install wood cants, blocking, curbs, and nailers in accordance with requirements of Division 6 Sections.
E. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.4 ROOFING INSTALLATION DETAILS

A. FM Installation Details: Install roofing membrane, base flashings, wood cants, blocking, curbs and nailers and component materials in compliance with requirements in FMG 4470 as part of a membrane roofing system as listed in FMG's "Approval Guide" for fire/windstorm classification indicated. Comply with recommendations in FMG Loss Prevention Data Sheet 1-49.
B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements of FM Global references if applicable.

3.5 INSULATION INSTALLATION

A. Comply with built-up roofing manufacturer's written instructions for installing roof insulation.
B. Coordinate installing membrane roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.
C. Cant Strips: Install and secure preformed 45-degree cant strips at junctures of built-up roofing with vertical surfaces or angle changes greater than 45 degrees.
D. Tapered Insulation and Crickets: Install tapered insulation under area of roofing to conform to slopes indicated.
E. Where crickets are indicated or required to provide positive slope to drain, make slope of crickets minimum of two times the roof slope and not less than 1/4 inch in 12 inches.

F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
G. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inch or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
   1. Tapered Insulation System for Flat Roof Deck: Install insulation as follows:
      a. Minimum total average thickness of Continuous Insulation: 5.2 inches.
      b. Minimum Total Average Insulation R-value: Not less than 30.

   2. Insulation Drain Sumps: Tapered insulation sumps, not less than 4 by 4 feet, sloped to roof drain, with a minimum insulation thickness as detailed on the drawings.

H. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
I. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
J. Adhered Insulation Application Method: Install each layer of insulation and adhere to substrate as follows:
   1. Prime substrate with primer as recommended by manufacturer and allow to dry.
   2. Secure cover boards according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
   3. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

K. Cover Board Installation: Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together. Tape joints if required by roofing manufacturer.
   1. Secure cover boards according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
   2. Set cover boards in ribbons of bead-applied insulation adhesive, firmly pressing, and maintaining insulation in place.

3.6 TORCH-APPLIED ROOFING MEMBRANE INSTALLATION, GENERAL

A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:
   1. Number of Smooth-Surfaced SBS-Modified Asphalt Sheets: Two.
      a. Adhering Method: Torch.

   2. Granular-Surfaced SBS-Modified Asphalt Cap Sheet:
      a. Adhering Method: Torch.

B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
C. Cooperate with testing agencies engaged or required to perform services for installing roofing system.
D. Coordinate installation of roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
   1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in compatible roofing cement/mastic, with joints and edges sealed.
      a. Comply with roofing membrane manufacturer’s instructions and details for waterstop/daily tie-in; utilize staggered layout and unadhered, removable “deadman” insulation boards.

   2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
   3. Remove temporary plugs from roof drains at end of each day.

4. Remove and discard temporary seals before beginning work on adjoining roofing.

3.7 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

A. Install modified bituminous roofing membrane ply sheet(s) and cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
   1. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
   2. Torch apply to substrate in accordance with manufacturer's written instructions and NRCA CERTA guidelines.

B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Install roofing membrane sheets so side and end laps shed water. Completely bond and seal laps, leaving no voids.
   1. Repair tears and voids in laps and lapped seams not completely sealed.
   2. Apply roofing granules to cover exuded bead at laps while bead is hot.

3.8 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof; secure to substrates according to roofing system manufacturer's written instructions, and as follows:
   1. Extend base flashing up walls or parapets a minimum of 12 inches above modified bituminous roofing and 6 inches onto field of roof membrane.
   2. Prime substrates with primer if required by roofing system manufacturer.
   3. Backer Sheet Installation: Torch apply to substrate in accordance with manufacturer's written instructions and NRCA CERTA guidelines. Where required, mechanically-attach to vertical substrate.
   4. Flashing Sheet Installation: Adhere flashing sheet to substrate in cold-applied adhesive at rate required by roofing system manufacturer. Seal joints in flashing sheet.
      a. Flashing Sheet Top Termination: Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
      b. Seal top termination of base flashing with a metal termination bar.

   5. Flashing Sheet Bottom Termination: Adhere flashing sheet to roof membrane sheet continuously along bottom of flashing sheet.
      a. Bituminous Flashing: Seal bottom termination of base flashing by adhering to roofing membrane and stripping flashing to membrane joint.

B. Flashing-Sheet Stripping: Install flashing-sheet stripping in a continuous coating of manufacturer’s recommended adhesive and extend onto roofing membrane. Apply number of course recommended by manufacturer.

C. Roof Drains: Set 30 by 30 inch square metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
   1. Install stripping according to roofing system manufacturer's written instructions.

3.9 LIQUID APPLIED FLASHING SYSTEM

A. Using the notched trowel in the kit, apply a base layer of liquid flashing to a thickness of 30 wet mls. Use a wet mil gauge to assure proper amount of material is installed. Install precut Flashing Fabric around the penetration so that the fabric extends a minimum of 4 inches onto the field membrane and a minimum of 4 inches onto the penetration. Embed the fabric into the base layer of liquid flashing using the smooth side of the trowel in the kit.
B. Install a second coat of 30 wet mils of liquid flashing to achieve a total 60 wet mils of liquid flashing. Extend the second coat a minimum of 2 inches past the fabric in the field and on the penetration. If application of the second coat displaces the fabric, straighten the fabric and use a brush to tool in the remaining liquid flashing. Once complete, broadcast mineral granules into liquid flashing. An additional application of elastomeric coating may be added 24 hours after the application of granules, if required by the roofing system manufacturer.

3.10 RETROFIT ROOF DRAINS

A. Remove existing roof drain strainer and clamping ring.
B. Taper insulation so that Retrofit drain is set at proper level so as not to impede roof drainage. Use the bottom of the strainer cap provided as a template to shape insulation.
C. Install base sheet in accordance with roofing manufacturer’s installation instructions.
D. Install lead flashing over base sheet using SBS adhesive. Turn flashing sheet down into bowl of existing drain.
E. Install Retrofit drain in hot asphalt or SBS adhesive.
F. Install interplay sheets and cap sheet over Retrofit drain flange.
G. Install strainer cap by lining up the tabs, pushing down, and twisting cap into place.

3.11 EXPANSION JOINTS

A. Curb Style Expansion Joints: Install preformed composite expansion joints in accordance with manufacturer’s installation instructions and in the configurations shown on the drawings.

3.12 WALKWAY INSTALLATION

A. Walkways, General: Install walkways according to roofing manufacturer's written instructions. Install walkways at following locations:
   1. Where indicated on Drawings.
   2. Top and bottom of each roof access ladder/hatch.

B. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
   1. Sweep away loose aggregate surfacing.
   2. Set walkway pads in manufacturer's recommended, compatible adhesive.

3.13 FIELD QUALITY CONTROL

A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation at commencement and upon completion. Notify Architect and Owner 48 hours in advance of date and time of inspection.
B. Repair or remove and replace components of built-up roofing where test results or inspections indicate that they do not comply with specified requirements.
C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.14 ROOF DRAIN WATER TESTING

A. The existing roof drains on all subject area roofs have been tested and found to be flowing without obstruction.
B. The Contractor is responsible to provide pre-construction and post construction water testing of the roof drains to assure that no clogs have been introduced into the drainage systems resulting from construction activity.
C. Water testing shall include running of water through a minimum 5/8" diameter garden hose for a minimum of 15 minutes at each of the drains. The existing hose bibb, located near the center of the Main Roof will be made available for this purpose.
D. If it is determined that the post construction testing reveals obstructed flow compared to the pre-construction testing, the Contractor will be required to clear the drain pipes of any obstructions until clear.

3.15 ROOF PROTECTION

A. Protect all partially and fully completed roofing work from other trades until completion.
B. Whenever possible, stage materials in such a manner that foot traffic is minimized over completed roof areas.
C. When it is not possible to stage materials away from locations where partial or complete installation has taken place, temporary walkways and platforms shall be installed in order to protect all completed roof areas from traffic and point loading during the application process.
D. Temporary tie-ins shall be installed at the end of each workday and removed prior to commencement of work the following day.
E. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

3.16 CLEAN-UP

A. All work areas are to be kept clean, clear, and free of debris at all times.
B. Do not allow trash, waste, or debris to collect on the roof. These items shall be removed from the roof on a daily basis.
C. All tools and unused materials must be collected at the end of each workday and stored properly off of the finished roof surface and protected from exposure to the elements.
D. Dispose of or recycle all trash and excess material in a manner conforming to current EPA regulations and local laws.
E. Properly clean the finished roof surface after completion, and make sure the drains and gutters are not clogged.
F. Clean and restore all damaged surfaces to their original condition.
G. The Contractor shall review the site surrounding the building each day and remove any and all debris.
H. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Scope: The work under this Section includes the supply and installation of flashings as detailed on the drawings and specified herein.

1.3 RELATED WORK

A. The following related work is specified in other sections:
Section 07 55 00 - Modified Bituminous Roofing
Section 07 92 00 - Joint Sealers

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's product specifications, installation instructions and general recommendations for each specified sheet material and fabricated product.
B. Shop Drawings: Submit shop drawings showing layout, joining, profiles, and anchorages of fabricated work, including flashing, counterflashing, details, and layouts at 1/4" scale with details at 3" scale.

1.5 JOB CONDITIONS

A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protect of materials and finishes.

1.6 REFERENCES

A. ASTM - Listed Standards
B. SMACNA - Architectural Sheet Metal Manual
C. NRCA – Roofing and Waterproofing Manual
D. NRCA - Steep Roofing Manual
E. ARMA - Residential Asphalt Roofing Manual

PART 2 – PRODUCTS

2.1 FLASHING AND SHEET METAL MATERIALS

A. Material: Provide flashing in accordance with Table I.
1. Stainless steel shall be ASTM A167, Type 304.
2. Aluminum Alloy Sheet and Plate: ASTM B209, form alloy, and temper appropriate for use.
3. All aluminum flashings per Table I shall be finished with an extended life, fluoropolymer coating utilizing Kynar 500 Resin. Surfaces shall be properly prepared and primed, then coated and oven-baked to cure. Top coating system shall have a dry film thickness of 0.75 - .90 mils on the exterior surface. Color as selected by Architect.

B. Soldering Flux: ASTM B284, Rosin or 0-F506 where necessary.
C. Solder: ASTM B32
D. Screws, bolts, expansion shields, and other fastening shall be of the same material as sheet metal to be secured or shall be durable and compatible material which are regularly recommended for extended use by the manufacturer of the sheet metal. Rivets shall be 1/8" in diameter.
E. Soldering Flux: ASTM B284, Rosin or 0-F506 where necessary.
F. Provide hemmed edges at the lower edge of ALL flashings.
G. Termination Bars: 26 ga. x 1-1/2"x 8' long 1/4" holes spaced at centers indicated on drawings, with 3/8" flange on top to accept sealant.
H. Furnish sheet metal items in 8 to 10-foot lengths. Single pieces less than 8 feet long may be used to connect to factory-fabricated inside and outside corners, and at ends of runs. Provide accessories and other items essential to complete the sheet metal installation. These accessories shall be made of the same materials as the items to which they are applied. Fabricate sheet metal items of the materials specified below and to the gage, thickness, or weight shown in Table I at the end of this Section.

2.2 FABRICATED UNITS

A. General Metal Fabrication: Shop fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.
B. Joining:
   1. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with industry standards.

C. Expansion Provisions: Where lapped or bayonet type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints).
D. Separations: Insulate between dissimilar metals with one of the following bituminous paint, one coat primer, and one coat aluminum paint, caulking compound bituminous plastic cement, asphalt, varnish or approved non-absorptive tape or gasket. Resistance across insulated finish joint shall exceed 55,000 ohms.

2.3 METAL EDGE / FASCIA SYSTEMS

A. Metal edge flashing / fascia systems shall be Tremlock 215 fascia BUR/MB as manufactured by Tremco, or approved equal.
   1. Covers: .063" pre-finished aluminum coated with Kynar 500 PVDF fluoropolymer coatings.
   2. Extruded Components/Base Bars: Heavy-duty .100" extruded aluminum. Anchor bar shall be continuous with pre-punched slotted holes.
   3. Wind Uplift Resistance: Tested and certified to ANSI/SPRI/FM 4435/ES-1 standards to resist the loadings indicated on the Drawing Title Sheet.
   4. Code Approvals: Factory Mutual (FM) Approved.
   5. Joint Splice Plates: Concealed 3 1/2" wide

PART 3 – EXECUTION

3.1 INSTALLATION REQUIREMENTS

A. General: Except as otherwise indicated, comply with SMACNA "Architectural Sheet Metal Manual "Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
B. Expansion and Contraction: Provide expansion and contraction joints at not more than 40-foot intervals for stainless steel. Where the distance between the last expansion joint and the end of the continuous run is more than half the required interval, an additional joint shall be provided. Space joints evenly.
C. Soldering:
   1. Edges: Pre-tin edges of sheet metals before soldering. Slowly solder with well-heated soldering items so as to thoroughly heat the seams and completely sweat the solder through the full width of the seam. Scrape or wire-brush the edges of lead-coated material to be soldered to produce a bright surface. Flux brush the seams in before soldering. Treat with soldering acid flux, the edges of stainless steel to be pre-tinned. Solder immediately after application of the flux. Upon completion of soldering, the acid flux residue shall be thoroughly cleaned from the sheet metal with a solution of washing soda in water and rinsed with clean water.

B. Lock seam Joints: Fabricate sheet metal with either single or double lock seam flat-lock seams.
C. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with industry standards.

3.2 FLASHINGS

A. Counterflashing: Extend down vertical surfaces over base flashings not less than 4 inches. Fold the exposed edges of counter-flashings 1/2 inch. Provide end laps in counter-flashings not less than 3 inches and make it weathertight with plastic cement. Do not make lengths of metal counter-flashings exceed 10 feet. Form the flashings to the required shapes before installation. Factory-form the corners not less than 12 inches from the angle. All corners shall be tightly fabricated without gaps and shall not rely on sealant. Set in reglet with joint sealant where indicated on the drawings.

3.3 FLASHING INSTALLATION

A. Requirements: Make surfaces to receive sheet metal plumb and true, clean, even, smooth, dry, and free of defects and projections, which might affect the application. For installation of items not shown in detail or not covered by specifications, conform to the applicable requirements of SMACNA ASMM, Architectural Sheet Metal Manual.
B. Join sheet metal items together as shown in Table II.
C. Workmanship: Make lines, arises, and angles sharp and true. Free exposed surfaces from visible wave, warp and buckle, and tool marks. Fold back exposed edges neatly to form a 1/2-inch hem on the concealed side. Make sheet metal exposed to the weather watertight with provisions for expansion and contraction.
D. Fastening: Confine nailing or flashing to one edge only. Space fasteners evenly not over 12 inches on centers and approximately 1/2-inch from edge unless otherwise specified or indicated.
E. Bolts, Rivets, and Screws: Install bolts, rivets, and screws where indicated or required.
F. Provide compatible washers where required to protect surface of sheet metal and to provide a water-tight connection.
G. Cleaning: Clean exposed sheet metal work at completion of installation. Remove grease and oil films, handling marks, contamination from steel wool, fittings and drilling debris, and scrub clean. Free the exposed metal surfaces of dents, creases, waves, scratch marks, and solder or weld marks.
H. Repairs to Finish: Scratches, abrasions, and minor surface defects of finish may be repaired in accordance with the manufacturer's printed instructions and as approved. Repair damaged surfaces caused by scratches, blemishes, and variations of color and surface texture. Replace items which cannot be repaired.

3.4 METAL EDGE /FASCIA INSTALLATION

A. Install components in strict accordance with the manufacturer's printed installation guidelines.
B. Ensure proper spacing of concealed splice plates at all joints to allow for thermal expansion and water-tightness.
C. Fasten anchor bars securely to sound wood blocking or structural substrates using provided factory fasteners spaced at designated intervals per the manufacturer.

3.5 CLEANING AND PROTECTION

A. Cleaning: Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.
B. Protection: Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction, to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

TABLE I
SHEET METAL WEIGHTS THICKNESS AND GAUGES

FLASHING	MATERIAL	THICKNESS AND GAUGES
Roof Drain Flashing	Lead	4 pound
Counterflashing	Stainless Steel	26 Gauge
Metal Edge / Fascia	Prefinished Aluminum	.063"

TABLE II
SHEET METAL JOINTS

Counterflashing	1-1/4" single lock

END OF SECTION

SECTION 07 72 17
MANUFACTURED CURBS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes the supply and installation of equipment rail type curb as shown on the drawings.

1.3 RELATED WORK

A. Flashing of roof curbs is specified in Section 07 55 00 Modified Bituminous Roofing.

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's product data and complete installation data for all materials in this specification.

PART 2 – PRODUCTS

2.1 CURBS

A. Equipment Curbs: Equipment style curbs shall be 18 gauge galvanized steel, unitized construction with integral base plate, continuous welded corner seams, pressure treated wood nailer, and counterflashing with screws. Curbs shall be internally reinforced to support equipment loads. Wood nailers shall have 1" overhang.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install curbs by fastening to the structural deck with appropriate screws in accordance with manufacturer's installation instructions.

END OF SECTION

SECTION 07 92 00
JOINT SEALERS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders, General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the provision and installation of sealants and backing rods at roof flashings and between window and louver frames and adjacent construction at and above roof level.
B. Scope: Provide all materials, labor, equipment, and appliances required to complete work of this Section, including, but not necessarily limited to, the following:
    1. Replacement of existing and installation of new joint sealers at and above roof level. Replacement of marble panel joint sealers is not included.
    2. Cleaning and priming of joints as required by Manufacturer's installation instructions.
    3. Installation of sealants and backer rods.

1.3 REFERENCES

A. ASTM C 321 - Standard Test Method for Bond Strength of Chemical-Resistant Mortars.
B. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
C. FS (Federal Specification) TT-S-00227E (COM-NBS) - Interim Federal Specification for Sealing Compound: Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures.
D. FS (Federal Specification) TT-S-00230C - Interim Federal Specification for Sealing Compound: Elastomeric Type, Single Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures.
E. FS (Federal Specification) TT-S-001543 (COM-NBS) - Interim Federal Specification for Sealing Compound: Silicone Rubber Base (for Caulking, Sealing, and Glazing in Buildings and Other Structures.

1.4 QUALITY ASSURANCE

A. Performance: Except as otherwise indicated, joint sealers are required to establish and maintain airtight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application. Failures of installed sealers to comply with this requirement will be recognized as failures of materials and workmanship.
B. Pre-Installation Compatibility and Adhesion Tests: Contractor shall be responsible for verifying with sealant manufacturer that all sealants to be used are compatible with and will satisfactorily adhere to all substrates. Tests shall be conducted in the field and witnessed by the Architect or Inspection Agency.
C. Adhesion Test: During installation, in the presence of, and when and where directed by the Architect or Inspection Agency, conduct pull test on each joint type. Test is to be performed by slicing across the joint and then cutting both sides of the joint two inches, separating the sealant from the adjoining material. The sealant shall then be pulled in the direction of the joint. The sealant should break rather than separate from the adjoining material.

1.5 SUBMITTALS

A. Submit under provisions of Division 1.
B. Manufacturer's Technical Data, Guides, and Application Procedures
C. Submit physical samples illustrating colors.
D. Submit laboratory tests, or data, validating product compliance with performance criteria specified.
E. Submit a copy of the Manufacturer's warranty.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver products in original factory packaging bearing identification of product, manufacturer, and batch number. Provide Material Safety Data Sheets for each product.
B. Store products in a location protected from freezing, damage, construction activity, precipitation, and direct sunlight in strict accordance with manufacturer's recommendations.
C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.
D. Handle all products with appropriate precautions and care as stated on Material Safety Data Sheet.

1.7 PROJECT CONDITIONS

A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
B. Ensure substrate is dry.
C. Protect adjacent work from contamination or damage.

1.8 WARRANTY

A. Provide manufacturer's twenty (20) year limited warranty against failure of structural adhesion, staining, and weatherseal.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Single Source: All materials, including joint sealers, cleaners, and primers shall be of a single source manufacturer.
B. Acceptable Manufacturers:
    1. Dow Corning
    2. Sika
    3. Tremco
    4. Pecora
    5. Or Approved Equal

2.2 MATERIALS

A. One-part, ultra low modulus, silicone sealant: *DOW CORNING* 790 Silicone Building Sealant, *SIKA* Sikasil WS 295, or *TREMCO* Spectrem 2, Conforming to ASTM C920, Type S, Grade NS, Use NT, M, G, A, and O.

2.3 ACCESSORIES

A. Primer: As required by sealant manufacturer
B. Joint Cleaner: Non-corrosive and non-staining type recommended by sealant manufacturer and compatible with joint forming materials.
C. Backer Rod: Open or closed-cell polyethylene rod designed for use with cold-applied joint sealants for on-grade or below-grade applications.
    1. Comply with ASTM C 1330
    2. Size required for joint design

D. Bond Breaker: Pressure-sensitive tape polyethylene or Teflon recommended by sealant manufacturer.
E. Masking Tape: Pressure-sensitive paper tape

2.4 COLOR

A. Sealant Colors: Selected by the NJ Department of the Treasury, Division of Property Management and Construction from manufacturer's master color system.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Inspect all areas involved in work to establish extent of work, access, and need for protection of surrounding construction and public spaces.
B. Conduct pre-application inspection of site verification with an authorized manufacturer's representative.
C. The drawings generally indicate locations of joint sealers. The Contractor shall examine the building prior to bidding to determine the quantity and location of all sealant joints. The Contractor shall be responsible for the preparation and replacement of joint sealers in ALL joints at and above the main roof level, with the exception of the marble wall panel joints, whether shown on the drawings or not.

3.2 PREPARATION

A. Remove loose materials and foreign matter which impair adhesion of joint filler.
B. Clean joints by grinding, sandblasting, or wire brushing to expose a sound surface free of contamination and laitance.
C. Ensure structurally sound surfaces, dry, clean, free of dirt, moisture, loose particles, oil, grease, asphalt, tar, paint, wax, rust, waterproofing, curing and parting compounds, membrane materials, and other foreign matter.
D. Prime the bond line using Prime Coat where required by the sealant manufacturer installation instructions or as required for proper adhesion, allowing a minimum of one hour drying and cure time before installing sealant. Primer should be within shelf life and poured from containers onto rags, or into applicator bottles that can be poured onto rags. If brushes are used, primer should be poured a small amount at a time into another open container to avoid contaminating primer and to minimize primer being exposed too long. Pour out no more than can be applied in 30 minutes. If primer becomes cloudy or contaminated, discard. Prime no more substrate than can be sealed in one day or shift.
E. Where the possibility of joint filler staining of adjacent areas or materials exists, mask joints prior to application.
    1. Do not remove masking tape before joints have been tooled and initial cure of joint filler has taken place.
    2. Work stained due to failure of proper masking precautions will not be accepted.

3.3 INSTALLATION

A. Solvent clean aluminum and any other non-porous surfaces with recommended solvent using the “Two Cloth Cleaning Method”.
B. Apply primer according to manufacturer’s instructions.
C. Back-Up Material:
    1. Install backer rod using blunt or rounded tools to assure uniform depth (+/- 1/8”) without puncturing or twisting. Closed cell rod shall be a minimum 20% oversized. Open cell rod shall be a minimum 50% oversized. Install bond breaker tape in shallow joints.
    2. Install polyethylene joint filler in joints wider than 1/4 inch to back-up material per manufacturer's recommendations.

D. Bond Breaker: Install bond-breaker strip in joint to be sealed on top of back-up material to prevent adhesion of sealant to back-up material; install per manufacturer's recommendations.

E. Sealant:
   1. Mask or protect adjacent areas that are not to receive sealant.
   2. Apply sealant in joints using a pressure gun with nozzle cut to appropriate size. Deposit sealant in a uniform and continuous bead with no gaps or air pockets.
   3. Tool joints to require configuration with a blunt instrument as soon as possible after installation, but before sealant begins to skin over. Remove all masking materials immediately after tooling.
   4. Apply materials only within manufacturer's specified application life period. Discard sealant after application life is expired or if prescribed application period has elapsed.

F. Joints shall have a minimum width to depth ratio of 2:1. Finished joint cross section shall have an hourglass shape.

3.4 CLEANING

A. Remove uncured sealant and joint filler with Reducer 990, xylene, toluene, or MEK. Remove cured sealant and joint filler by razor, scraping, or mechanically.
B. Remove all debris related to application of sealants from job site in accordance with all applicable regulations for hazardous waste disposal.

3.5 SCHEDULE OF JOINT SEALERS

A. General-Purpose Interior and Exterior Applications:
   1. Sealant: One Part Silicone Building Sealant
   2. Applications:
      a. Joints between underside of flashings and building construction.
      b. Roof sealants

END OF SECTION

SECTION 26 05 03
ELECTRICAL MODIFICATIONS FOR ROOFING WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including Instructions to Bidders and General Conditions, and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section Includes:
   1. Modification of existing electrical connections serving rooftop mechanical equipment requiring elevation due to increased roof assembly thickness.

B. Scope: Provide all materials, labor, equipment, and appliances required to complete work of this Section, including, but not necessarily limited to, the following:
   1. Temporary disconnection and reconnection of rooftop equipment.
   2. Installation of junction boxes where required.
   3. Extension of existing conductors where existing conductor lengths are insufficient to accommodate equipment elevation.
   4. Testing and verification of electrical systems following completion of work.

1.3 REFERENCES

A. NFPA 70 – National Electrical Code (NEC), 2020 Edition.
B. NEMA 250 – Enclosures for Electrical Equipment.
C. UL Standards applicable to electrical fittings, junction boxes, and conductor splicing devices.

1.4 QUALITY ASSURANCE

A. All work shall be performed by electricians licensed in the State of New Jersey.
B. Electrical modifications shall comply with the requirements of the 2020 National Electrical Code (NEC), applicable state and local codes, and the Authority Having Jurisdiction.
C. All materials shall be listed and labeled by a nationally recognized testing laboratory.

1.5 SUBMITTALS

A. Submit under provisions of Division 1.
B. Manufacturer's Technical Data
C. Product Data for all electrical components incorporated into the work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original, unopened containers bearing manufacturer's labels and identification.
B. Store materials in a dry, protected location.
C. Protect materials from damage during construction operations.

1.7 PROJECT CONDITIONS

A. Coordinate all electrical modifications with roofing and mechanical work.

1.8 WARRANTY

A. Provide manufacturer's standard warranty for electrical materials incorporated into the Work.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Junction Boxes:
   1. NEMA-rated enclosure suitable for location and environmental conditions.
   2. Sized in accordance with NEC requirements.

B. Conductors:
   1. To match existing materials.
   2. Same voltage rating, insulation type, and ampacity as existing conductors unless otherwise indicated.
   3. Comply with NEC requirements

C. Connectors and Splicing Devices:

   1. Listed for intended application.
   2. Compatible with conductor type and size.

D. Conduit and Fittings:

   1. Match existing raceway type unless otherwise approved.
   2. Provide fittings and accessories necessary for a complete installation.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify existing conditions and determine conductor lengths prior to commencement of work.
B. Identify equipment requiring elevation and determine extent of electrical modifications required.

3.2 PREPARATION

A. Coordinate electrical work with roofing and mechanical trades.
B. De-energize circuits serving affected equipment prior to commencing work.
C. Implement lockout/tagout procedures in accordance with applicable regulations.

3.3 INSTALLATION

A. Existing electrical connections shall remain in service where sufficient conductor length exists to accommodate equipment elevation.
B. Where existing conductors are insufficient in length to accommodate equipment elevation, temporarily disconnect equipment and provide conductor extensions by means of an accessible junction box and approved splice connectors.
C. Install junction boxes in accessible locations and in accordance with NEC requirements.
D. Provide conductor extensions of the same conductor material, insulation type, and ampacity as existing conductors.
E. Reconnect equipment after elevation is complete.

F. Restore all electrical systems to original operating condition.
G. Perform all work in accordance with NFPA 70 (NEC 2020), manufacturer's instructions, and applicable code requirements.

3.4 FIELD QUALITY CONTROL

A. Verify continuity of conductors after reconnection.
B. Verify proper operation of all affected equipment.
C. Correct deficiencies identified during testing at no additional cost to the Owner.

3.5 CLEANING

A. Remove debris, unused materials, and temporary wiring from the site.
B. Leave work area in a clean and orderly condition.

END OF SECTION

SECTION 32 31 13
STEEL SECURITY FENCING

PART 1- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders, General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Aluminum-coated, steel chain-link fabric.
   2. Galvanized steel framework.
   3. Barbed tape (Razor Ribbon)
   4. Swing gates.

1.3 DEFINITIONS

A. CLFMI: Chain Link Fence Manufacturers Institute.

1.4 REFERENCES

A. ASTM A491 Specification for Aluminum-Coated Steel Chain-Link Fabric
B. ASTM A824 Specification for Metallic-Coated Steel Marcelled Tension Wire for Use With Chain Link
C. ASTM F552 Standard Terminology Relating to Chain Link Fencing
D. ASTM F567 Standard Practice for Installation of Chain Link Fence
E. ASTM F626 Specification for Fence Fittings
F. ASTM F900 Specification for Industrial and Commercial Swing Gates
G. ASTM F1043 Specification for Strength and Protective Coatings of Metal Industrial Chain Link Fence Framework
H. ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
I. ASTM F1910 Specification for Long Barbed Tape Obstacles
J. ASTM F1911 Standard Practice for Installation of Barbed Tape
K. ASTM F2781 Standard Practice for Testing Forced Entry, Ballistic, and Low Impact Resistance of Security Fence Systems
L. CLFMI SFR 2445 Security Fence Recommendations
M. CLFMI CLF TPO211 Tested and Proven Performance of Security Grade Chain Link Fence Systems
N. CLFMI WLG2445 Chain Link Fence Wind Load Guide for the Selection of Line Post and Line Post Spacing

1.5 SUBMITTALS

A. Product Data: Material descriptions, construction details, dimensions of individual components and profiles, and finishes for the following:
   1. Fence and gate posts, rails, and fittings.
   2. Chain-link fabric, reinforcements, and attachments.
   3. Barbed tape.

B. Shop Drawings: Show locations of fence, each gate, posts, rails, and tension wires and details of extended posts, extension arms, gate swing, or other operation, hardware, and accessories. Indicate materials, dimensions, sizes, weights, and finishes of components. Include plans, elevations, sections, and other required installation and operational clearances, and details of post anchorage and attachment and bracing.

C. Product Certificates: Submit Product Certificates, signed by the Manufacturer of chain-link fences and gates, certifying that products furnished comply with all specification requirements.

1.6 QUALITY ASSURANCE

A. Source Limitations for Chain-Link Fences and Gates: Obtain each color, grade, finish, type, and variety of component for chain-link fences from one source with resources to provide chain-link fences of consistent quality in appearance and physical properties.

B. Tolerances: Current published edition of ASTM specification tolerances apply. ASTM specification tolerances supersede any conflicting tolerances.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Owner not less than two days in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Architect's written permission.

B. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to the existing structure. Verify dimensions by field measurements.

C. Phasing of Construction:
   1. Coordinate the fence installation with the roof replacement work. Assure that the building is maintained in a weatherproof condition at the end of each work day.
   2. The existing exterior perimeter fence is to be removed and replaced within a 48-hour period, including a minimum of one row of barbed tape along the top of the new fence. Alternatively, the Contractor may remove existing fence and install new fence on a segmental basis, provided that only as much fence is removed that can be replaced with new security fence and the area re-secured in one work day.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to the site in accordance with the General Conditions and Division One requirements.

B. Store and protect all products above the ground.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. Steel Chain-Link Fence Fabric: Height as indicated on Drawings. Provide fabric fabricated in one-piece widths for fencing in height of 12 feet and less. Comply with CLFMI's "Product Manual" and with requirements indicated below:
   1. Mesh and Wire Size: 2-inch mesh, 0.148-inch (9 Ga.) diameter, knuckled selvage at bottom and twisted selvage at top.
   2. Aluminum-Coated (Aluminized) Fabric: ASTM A 491, with metallic coating Type I, aluminum coated (aluminized), applied to steel wire according to ASTM A 817.
   3. Coat selvage ends of fabric that is metallic coated during the weaving process with manufacturer's standard clear protective coating.

2.2 FENCE FRAMING

A. Framework shall be Type I Round Steel Pipe, engineered and designed in accordance with CLFMI's "Product Manual" and with the requirements indicated below:
B. Type I Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1043. Comply with Material Design Group IC, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. zinc, Intermediate Grade (50,000psi). Line, End, Corner, and Pull Posts and Top Rails shall be the sizes indicated on Drawings. Pipe shall be straight and true to section.
C. Post Brace Rails: Match top rail for coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly, for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts. All braces shall be installed on the exterior side of fences.
D. Top Rails: Fabricate top rail from lengths 21 feet or longer, with swedged-end or fabricated for expansion-type coupling, forming a continuous rail along top of chain-link fabric.
E. Intermediate Rails: Match top rail for coating and strength and stiffness requirements.
F. Bottom Rails: Match top rail for coating and strength and stiffness requirements.
G. Extended Members: Extend end and corner pull posts above top of chain-link fabric 12 inches as required to attach barbed tape assemblies.
H. Base Plates: base plates shall be ASTM A36 steel. Base plates are to be shop welded to the bases of terminal and line posts. The posts and bases shall be galvanized according to ASTM A123 Grade 75.

2.3 TENSION WIRE

A. General: Provide horizontal tension wire at the following locations:
   1. Location: Extended along top of extended posts and 9" to 12" below the top of fence fabric for supporting barbed tape.

B. Metallic-Coated Steel Wire: 0.177-inch- diameter, marcelled tension wire complying with ASTM A 824 and the following:
   1. Coating: Type I, aluminum coated (aluminized).

2.4 FITTINGS

A. General: Provide fittings for a complete fence installation, including special fittings for corners. Comply with ASTM F 626.
B. Tension and Brace Bands: Galvanized pressed steel complying with ASTM F626, minimum steel thickness 1/8", minimum width of 1" and minimum zinc coating of 1.20 oz/ft². Bands shall be supplied with 3/8" galvanized steel carriage bolts.
C. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: In compliance to ASTM F626, pressed steel galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft².
D. Truss Rod Assembly: In compliance with ASTM F626, 3/8 in. diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft², assembly capable of withstanding a tension of 2,000 lbs. Tension Bars: In compliance with ASTM F626. Galvanized steel one-piece length 2 in. less than the fabric height. Minimum zinc coating 1.2 oz. /ft².
   1. Bars for 2 in. and 1 ¾ in. mesh shall have a minimum cross section of 3/16 in. by 3/4 in.

2.2 BARBED TAPE

A. Wire-Reinforced Tape: ASTM F1910, 430 Series, stainless steel hardened to Rockwell (30N) 40 to 45, 0.025 inch thick by 1 inch wide before fabrication; with 4-pointed, needle-sharp barbs permanently cold clenched to a minimum of 230 deg F around a core wire.
   1. Core wire: 0.098-inch- diameter, high-tensile-strength stainless steel complying with ASTM A 313/A 313M.

B. Clips: 0.065-inch- thick by 0.375-inch- wide stainless-steel clips capable of withstanding a minimum 150-lbf pull load to limit extension of coil, resulting in a concertina pattern when deployed.
C. Tie Wires: 0.065-inch- diameter stainless-steel wire.
D. Stakes: #10 Galvanized reinforcement rod 2” long with 180 degree end hook 5” in length.
E. Fabrication: Continuous coils of barbed tape as defined in ASTM F 1379 for the following characteristics:
   1. Configuration: Double coil.
   2. Style: Concertina pattern.
   3. Coil Diameters: 24-inch inner coil and 30-inch outer coil.
   4. Coil Loop Spacing: Manufacturer's standard.
   5. Barb Length Classification: Long, 1.2-inch barb.
   6. Barb Spacing: 4 inches o.c.
   7. Barb Set: Manufacturer's standard.

2.3 GROUT AND ANCHORING CEMENT

A. Non-shrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout, recommended in writing by manufacturer, for exterior applications.
B. Erosion-Resistant Anchoring Cement: Factory-packaged, non-shrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer and Facility Representative, present, for compliance with requirements for demolition and removal of existing fences, phasing, and other conditions affecting performance.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Determine and mark locations of fence lines, and terminal posts. Determine and indicate locations of any obstructions to the installation and notify Architect of such obstructions.

3.3 INSTALLATION, GENERAL

A. General: Install chain-link fencing to comply with ASTM F 567 and more stringent requirements specified.
B. Post Setting: The posts are to have 12”x12”x3/4” carbon steel base plates. Install over existing concrete roof slab and secure into place using (4) 3/4” Hilti HIT-Z fasteners in HIT-HY 200 adhesive embedded 4” minimum into the existing concrete structural deck. Utilize non-shrink grout below base plates if leveling is required. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during placement and finishing operations.
   1. Dimensions and Profile: As indicated on Drawings.

3.4 CHAIN-LINK FENCE INSTALLATION

A. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more.
B. Line Posts: Space line posts uniformly at 6’-0” feet on center maximum.

C. Post Bracing Assemblies: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Install braces at end and gate posts and at both sides of corner and pull posts. Locate horizontal braces at mid-height of fabric on fences with top rail and at two-thirds fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

D. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches on center Install tension wire in locations indicated before stretching fabric.
   1. Top Tension Wire: Install tension wire 9” to 12” below top of fence fabric.

E. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended by fencing manufacturer.

F. Intermediate Rails: Install in one piece as indicated on Drawings, spanning between posts, using fittings, special offset fittings, and accessories.

G. Bottom Rails: Install, spanning between posts, using fittings and accessories. Coordinate location above roof surface to allow for 4” clearance for flashing of posts.
   1. Space anchors 3'-4' on center maximum.

H. Chain-Link Fabric: Apply fabric to security side of enclosing framework. Leave 1 inch between finish grade or surface and bottom selvage, unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches o.c.

J. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

K. Barbed Tape: Install barbed tape uniformly in configurations indicated on Drawings and fasten securely to prevent movement or displacement. Install work in accordance with manufacturer’s recommendations.
   1. Attach rolls to security fencing with stainless steel wire ties at 12” on center.
   2. Attach ends of rolls to each other with stainless steel wire ties at a minimum of 5 points around the perimeter circumference of the roll. Attach points shall correspond to attachment points within the roll. Rolls that are not supported by security fencing shall be attached to adjacent rolls; next to, underneath and above at a minimum of 48” on center.

3.6 CLEANING

A. Clean up debris and unused material, and remove from the site as the work progresses.

B. Debris and tools shall not be permitted to remain on the grounds.

END OF SECTION

APPENDIX “I”

LIMITED HAZARDOUS MATERIALS REPORT

Prepared by USA Environmental Management, Inc.

Dated July 17, 2026

80 Pages

LIMITED HAZARDOUS MATERIALS REPORT
FOR
ROOFS REPLACEMENT FOR OUTER HOUSING UNITS
AT
GARDEN STATE YOUTH CORRECTIONAL FACILITY
55 HOGBACK ROAD
CHESTERFIELD TWP., BURLINGTON COUNTY, NJ

DPMC PROJECT NO. C1102-00

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USAEMI Project No.: 26-020492-04

Report Date: July 17, 2026

USA Environmental Management, Inc.
Environmental Engineering Construction

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1.0 INTRODUCTION

USA Environmental Management, Inc. (USAEMI) was contracted by Ronald A. Sebring Associates, LLC (RASA) to conduct a limited hazardous materials assessment of the Outer Housing Units on the campus of Garden State Youth Correctional Facility located at 55 Hogback Road, Chesterfield Township, Burlington County, New Jersey. The purpose of the inspection was to determine the presence or absence of asbestos, lead paint, and non-liquid polychlorinated biphenyls (PCBs), which may be impacted during the *Roofs Replacement for Outer Housing Units* project (State of New Jersey, Department of the Treasury, Division of Property Management & Construction Project No. C1102-00).

The assessment was limited to the roofs of the Outer Housing Units, where intended renovations/impacts are expected during the planned *Roofs Replacement for Outer Housing Units* project.

The limited hazardous materials assessment was conducted by Mathieu Chapuis and William Weisgarber, Jr. on Wednesday, July 1, 2026. Both inspectors are certified by the United States Environmental Protection Agency (EPA) as Asbestos Hazard Emergency Response Act (AHERA) Asbestos Building Inspectors, and are also certified by the State of New Jersey, Department of Health as Lead Inspectors/Risk Assessors. Both inspectors have significant experience in asbestos-containing material (ACM) surveys, lead paint inspections, and hazardous materials assessments.

Copies of all applicable Certifications and Licensure are attached to this report.

2.0 SURVEY FOR ASBESTOS-CONTAINING MATERIALS

2.1 Asbestos History

During the last few decades, medical evidence has continued to mount regarding the importance of environmental factors as a source of carcinogenicity. Asbestos is regulated by the Occupational Safety and Health Administration, cited by the National Institute for Occupational Safety and Health, the International Agency for Research on Cancer, the National Toxicology Program, and the Carcinogens Assessment Group of the EPA.

As a result of the pervasive use of this material, asbestos has become a widespread environmental contaminant for large segments of our society and has been conclusively demonstrated to cause fibrosis and malignancies of the lung and other organs. The majority of the evidence comes from industrial exposure to this material, whereas exposure was more intense and for a greater period of time. However, there is also evidence that low exposure to asbestos fibers may also have carcinogenic potential.

Asbestos fibers resist degradation and persist in the environment because of the fiber's particular structure. They possess aerodynamic capabilities for prolonged suspension and repeated cycles of re-entrainment. Asbestos fibers find entry into the body by inhalation and through ingestion. The

retained fibers are found in tissues throughout the lifetime of the exposed person - long after cessation of exposure. It has been demonstrated that asbestos fibers can migrate to other organs. Malignancies related to inhalation and ingestion include cancer of the lungs, mesothelioma of the pleura and peritoneum (lining of the lung and abdominal region), and neoplasms of other sites.

The degree and duration of exposure to develop an asbestos-related health disorder is unknown at this time. However, a report to the U.S. Consumer Products Safety Commission by the Chronic Hazard Advisory Panel on Asbestos reports:

> *From a public health standpoint, and in the absence of final clarifications of the uncertainties, it is prudent to behave as if asbestos fibers may be carcinogenic at low-level exposure and small particle sizes.*

As a result, the Asbestos Hazard Emergency Response Act (40 CFR Part 763) was enacted. An AHERA inspection requires an accredited inspector to visually inspect and assess the condition of all known or assumed friable asbestos-containing materials; to visually inspect non-friable ACM and touch it to determine friability; and to identify homogeneous areas of friable materials. The National Emission Standard for Hazardous Air Pollutants (NESHAPs) requires thorough inspections for ACM in structures before renovation or demolition.

NESHAP's ACM CATEGORIES		
Categories	**Typical Material Type**	**Guidance for RACM**
Friable ACM	Pipe insulation and pipe fittings	Able to crush with hand pressure
Category I, Non-friable	Floor covering products, Gaskets, Roofing cements	Non-friable made friable due to sanding, grinding, cutting, or abrading
Category II, Non-friable	Cement board products, floor tile, etc., that are significantly damaged.	Non-friable material is becoming friable or is expected to become friable from the act of renovation or demolition

Any ACM that is Friable, or Category I and II Non-friable that meets the qualifications to be considered a Regulated Asbestos-Containing Material (RACM), must be removed before demolition that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

2.2 Asbestos Inspection

This inspection for ACM was limited in scope to include the exterior roofs where intended renovations/impacts are expected for the *Roofs Replacement Outer Housing Units*. Wherever possible, an attempt was made to determine the presence of hidden materials. However, no destructive sampling was conducted.

RASA sub-contracted Tremco Roofing to conduct cores/cuts and subsequent patching of impacted roofing materials. USAEMI collected the necessary number of bulk samples to properly identify ACM. All samples were collected per 40 CFR, Part 763, the EPA's AHERA protocol. Sampling was performed utilizing wet methods. Equipment used during the survey was decontaminated after

extracting each sample, eliminating the potential for any cross-contamination of samples. In addition, all samples were given a homogeneous area sampling identification number.

Samples of each homogeneous material were securely shipped to a National Voluntary Laboratory Accreditation Program-accredited laboratory with the appropriate chain-of-custody records. Sample analysis was performed via Polarized Light Microscopy (PLM) per 40 CFR, Part 763.87(a) and/or Transmission Electron Microscopy (TEM) per N.J.A.C. 12:120 Appendix. The results of each sample and corresponding Certificates of Analysis can be found in Appendix A of this report. Results include the type and percentage of asbestos if found in the sampled material, and the method of analysis.

USAEMI's sample identification system consists of a three-unit sample identification number. The first set of text indicates the sample number, the next set indicates the inspector's initials, and the last six (6) digits indicate the sampling date. These sample numbers match the chain-of-custody and lab reports of analysis.

Sample result summaries are provided in table format. The first column indicates the homogenous area identification number (ID No.); the second column is the material description; and the third column indicates the asbestos content, type of asbestos, or if the material was none detected for asbestos. Sampled materials that contain asbestos and/or were assumed to contain asbestos are indicated in ***italics*** and ***bold***.

2.3 Asbestos Summary

During the assessment, USAEMI noted a total of twelve (12) suspect materials associated with the *Roofs Replacement for Outer Housing Units*. The suspect-identified materials were sampled in sufficient quantity as mandated by 40 CFR, Part 763.87(a). Of the materials analyzed, **three (3)** met the EPA criteria for asbestos-containing materials (greater than one percent (>1%) asbestos by weight), and one (1) material contained trace asbestos. Materials sampled for asbestos content are listed below:

Table 1 – Summary of Materials

ID No.	Material Description	Asbestos Content	
		PLM	TEM
01	Built-up Roof Field with Stone Ballast – Top Layer	None Detected	None Detected
02	Roof Insulation – Middle Layer	None Detected	None Detected
03	Tar on Concrete Roof Deck – Bottom Layer	None Detected	None Detected
04	***White Sealant at Metal Roof Edge below Wood at Key Joint***	***None Detected***	***1.7% Chrysotile***
05	Black Tar at Top of Roof Vents	None Detected	None Detected
06	Black Rolled Roofing at Parapet Wall	None Detected	None Detected
07	Flashing at Metal Roof Edge	None Detected	0.44% Chrysotile
08	***Flashing at Curbs (Exhaust and Equipment)***	***5% Chrysotile***	***Not Applicable***
09	***Grey/Green Sealant at Sloped Parapet Metal Edge***	***3% Chrysotile***	***Not Applicable***
10	Black Tar Roof Field (Patch) – Top Layer	None Detected	None Detected

Table 1 – Summary of Materials			
ID No.	Material Description	Asbestos Content	
		PLM	TEM
11	Black Tar over Concrete Deck (Patch) – Bottom Layer	None Detected	None Detected
12	Black Tar Roof Flashing around Edge/Perimeter (Patch)	None Detected	None Detected

2.4 Trace Asbestos-Containing Materials

OSHA's Asbestos Standard for the Construction Industry (29 CFR 1926.1101) applies to the disturbance of materials containing asbestos, regardless of concentration, including materials with trace amounts (<1%). While materials with less than 1% asbestos are not typically regulated as asbestos-containing materials (ACMs) under EPA guidelines, OSHA still requires certain precautions when these materials are disturbed during renovation or demolition activities.

Specifically, OSHA requires the following actions when materials containing any detectable asbestos are disturbed:

- Notification of workers performing or potentially exposed to the disturbance activity,
- Use of wet methods to minimize airborne asbestos fiber release,
- Packaging of waste in sealed, leak-tight containers, and
- Air monitoring, depending on the nature and scope of the activity.

Given these requirements, USAEMI recommends that all materials containing trace amounts of asbestos be removed prior to renovation or demolition by personnel trained in asbestos awareness and safety practices. Although non-licensed workers may legally perform the removal under certain conditions, due to the complexity of OSHA compliance and potential health risks, we strongly recommend that removal be conducted by a licensed asbestos abatement contractor.

2.5 Asbestos Assessment Disclaimer

The Client should be aware that this asbestos survey was conducted in accordance with applicable regulatory requirements and industry best practices. The survey did not involve destructive sampling to access concealed or obscured suspect asbestos-containing materials. Due to physical or structural limitations, certain areas may not have been accessible for inspection or sample collection.

Non-observable or inaccessible ACMs may still be present in areas such as, but not limited to:

- Above solid or inaccessible ceilings
- Roof drain insulation within concrete masonry unit pipe chases
- Within multi-layered systems
- Behind brick, stone, or other façade materials
- Inside wall cavities, particularly along piping or conduit runs
- Under or within floor slabs (e.g., pipe insulation, vapor barriers, or conduit)
- Beneath built-in cabinetry, millwork, or fixed finishes

- Within mechanical chases, or confined spaces

While reasonable efforts were made to identify suspect ACMs through visual assessment, this survey cannot guarantee the identification of all asbestos-containing materials within the building or structure. The presence of additional ACMs may be discovered during renovation or demolition activities when currently inaccessible areas are exposed.

2.6 Asbestos Recommendations

The following general recommendations are provided to assist in the renovation or demolition of the existing structures with ACM. Note that any building material that is not identified as homogeneous with those addressed in this report must be considered asbestos-containing unless additional testing indicates otherwise.

The following work practices should be followed whenever activities involving any ACM occur:

- Ensure any ACM is managed per Federal, State, and Local regulations.
- Remove any ACM that may be disturbed during renovation or demolition.
- Always keep any ACM adequately wet before, during, and after removal operations.
- Conduct activities in a manner that produces no visible emissions to the outside air.
- Handle and dispose of all ACM per Federal, State, and Local regulations.
- Maintain this report as a component of the historical record for the building.

Due diligence was exercised during the survey using generally recognized industry protocols (e.g., EPA, OSHA, and AHERA guidelines). However, it is the responsibility of the Client or building owner to ensure that proper asbestos abatement or management procedures are followed upon discovery of any additional ACMs during construction.

2.7 Asbestos Laboratory Accreditation

The U.S. Department of Commerce, National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory selected to analyze the bulk samples for asbestos content by PLM per method, EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and the New York State Department of Health's Environmental Laboratory Approval Program (ELAP) approved laboratory for analysis of asbestos in non-friable TEM Item 198.4 of Manual was:

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH,
CINNAMINSON, NJ 08077

3.0 SURVEY FOR LEAD PAINT

3.1 Lead Paint History

Since 1971, the construction industry has been required to protect workers from exposure to lead through engineering and work practice controls. The current U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) regulations under 29 CFR 1926.62 set the following limits for lead exposure, including a lead permissible exposure limit (PEL) of 50 micrograms per cubic meter ($\mu g/m^3$), and an action level of 30 $\mu g/m^3$, as determined using an 8-hour time-weighted average. Since lead paint has been determined to be a health threat, an assessment of buildings for the presence of lead paint is recommended to prevent occupational exposure to personnel or the general public and to enact appropriate control measures for lead hazards.

Under the Resource Conservation and Recovery Act (RCRA) requirements, all lead-containing waste materials must be tested to determine the level of toxicity of the waste. This is accomplished by submitting a sample of the waste material for testing by the toxicity characteristic leaching procedure (TCLP) for lead to determine if the waste materials must be treated and disposed of as hazardous waste.

OSHA and EPA regulations must be followed when renovation or demolition work affects any lead-based paint or paints with detectable lead levels referred to as lead-containing paint (LCP). X-ray fluorescence (XRF) testing of components was also used as the primary testing method for the site.

A preconstruction inspection is not to be confused with a U.S. Department of Housing and Urban Development (HUD) Title X lead inspection. The preconstruction inspection's primary purpose is to identify major building components containing lead or other lead hazards to properly address the lead during renovation or demolition that may be impacted by the proposed work for OSHA compliance. The inspection was conducted using the EPA's work practice standards for conducting lead-based paint activities (40 CFR 745.27) as a guide.

As per OSHA, disturbance of paint containing lead requires special training and initial exposure monitoring at a minimum. OSHA standard 29 CFR 1926.62 (Lead in Construction Standard) is invoked if any lead is present in paint or other coatings, since there is no minimum concentration level, as opposed to the EPA and HUD definitions of lead-based paint in child-occupied facilities and public/private housing. These standards set forth the regulations that apply to the construction or renovation of painted materials or structures that contain detectable amounts of lead, and not necessarily lead pigment-containing items that have been manufactured.

3.2 Lead Paint Sampling

An X-ray tube source XRF instrument was used for this inspection. The unit was operated by a factory-trained user in the standard lead paint test mode using the rules and procedures found in

the Performance Characteristic Sheet (PCS) for the instrument. The XRF is not substrate-dependent according to the PCS, so no substrate corrections were required.

The XRF is calibrated at the beginning of the testing, every four hours thereafter, and/or at the end of the testing, whichever comes first. Calibrations are noted on the XRF data sheets included in the appendices. Quality control included calibrations to the NIST standard for XRF sampling and duplicate testing of the same component.

XRF sampling does not require the collection of material and is considered non-destructive. This state-of-the-art method for determining the composition of painted surfaces can quickly determine if a surface contains lead-based/containing paint or not, and provides sufficient data concerning the amount of lead contained in paint. Data is provided as recorded by the XRF unit at the time of the survey using pre and post-calibration, and by following the performance characteristic sheet of the equipment. Areas are immediately identified as coated with lead-based/containing paint using this method.

Most components tested are believed to contain several layers of paint film and are difficult to interpret. XRF and bulk paint analysis do not differentiate which layer of paint may contain lead. The results only indicate the amount of lead that is present in the sample/test location. Lead is likely to be present at a higher percentage in a particular layer than reported due to averaging the weight of other layers of paint into the calculation. For this reason, OSHA standards apply to any sample with detectable lead. Construction activities that impact these paints may result in exposure to lead, even though they are not technically considered lead-based paints.

3.3 XRF Result Ranges

An inspection was performed on painted and non-painted components that are suspected to contain lead-based paint. Readings were then taken from a representative number of surfaces, depending on the quantity of the particular material present. Although OSHA utilizes the term “any detectable lead,” the amount of “detectable lead” is relevant to determine the potential for lead exposure. Information is presented in a lead range format to assist in determining protective measures and special procedures that may be required during renovation or demolition activities.

Table 2 indicates the components associated with the *Roofs Replacement for Outer Housing Units*, which met the OSHA definition of lead with detectable levels of lead greater than 0.1 mg/cm^2.

Table 2 – OSHA Lead Results

Test No.	Room/Location	Wall ++	Substrate	Component	Lead (mg/cm^2)	EPA/HUD	OSHA
4	R1	-	Metal	Roof Drain Cover	0.34	Negative	Positive
7	R2	A	Concrete	Slanted Parapet	0.10	Negative	Positive
9	R2	-	Metal	Vent Casing/Housing	0.04	Negative	Positive
10	R2	-	Metal	Vent Pipe	0.04	Negative	Positive
12	R2	-	Metal	Roof Drain Cover	0.36	Negative	Positive

Table 2 – OSHA Lead Results							
Test No.	**Room/Location**	**Wall ++**	**Substrate**	**Component**	**Lead (mg/cm^2)**	**EPA/HUD**	**OSHA**
13	R3	A	Concrete	Slanted Parapet	0.04	Negative	Positive
16	R3	-	Metal	Roof Drain Cover	0.50	Negative	Positive
17	R4	A	Concrete	Slanted Parapet	0.02	Negative	Positive
19	R4	-	Metal	Roof Drain Cover	0.59	Negative	Positive
20	R4	-	Metal	Exhaust Vent Cap	0.01	Negative	Positive

Note ++ = Wall "A" Corresponds to the North wall parallel to the inner wall facing the Recreation Yard. Walls "B", "C", "D" continuing clockwise.

XRF field survey documentation can be found in Appendix B of this report, inclusive of the Performance Characteristic Sheet of the XRF Unit.

3.4 Lead Paint Recommendations

As per OSHA, disturbance of paint containing any amount of lead requires special training and, at a minimum, initial exposure monitoring. The OSHA Lead in Construction Standard (29 CFR 1926.62) applies whenever lead is present in paint or coatings, regardless of concentration, since there is no permissible minimum threshold under this standard.

If lead-based paint components are impacted during renovation, repair, or painting activities, the U.S. Environmental Protection Agency (EPA) Renovation, Repair, and Painting (RRP) Rule applies. This rule is triggered when lead-based paint (defined by EPA as paint with ≥1.0 mg/cm² of lead or ≥0.5% by weight) is disturbed in pre-1978 housing or child-occupied facilities. Under the EPA RRP Rule:

- The Contractor must be certified by the EPA.
- A Certified Renovator must supervise the work and ensure compliance with lead-safe work practices as taught in an EPA-accredited training course.
- The Certified Contractor is responsible for compliance with all applicable EPA requirements.

In addition, the Contractor must provide a site-specific Lead Safety Plan that addresses:

- Worker protection under OSHA's "Lead in Construction" Standard (29 CFR 1926.62),
- Worksite containment, cleaning, and
- Waste disposal requirements as regulated by the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Department of Health (NJDOH).

The General Contractor is also required to collect a representative sample of any lead-containing demolition or renovation debris and submit it for testing using the Toxicity Characteristic Leaching Procedure (TCLP) to determine if the material must be managed and disposed of as hazardous waste under Resource Conservation and Recovery Act (RCRA) standards.

4.0 SURVEY FOR NON-LIQUID POLYCHLORINATED BIPHENYLS (PCBs)

4.1 PCBs History

PCBs are synthetic organic chemicals that were produced in the United States from 1929 to 1977. Due to their non-flammability, chemical stability, high boiling point, and electrical insulating properties, PCBs were used in hundreds of industrial and commercial applications, including electrical, heat transfer, and hydraulic equipment; as plasticizers in paints, plastics, and rubber products; in pigments, dyes, and carbonless copy paper, and many other applications. A major use of PCBs was in fluorescent light fixture ballasts (in the capacitor).

PCBs have been demonstrated to cause a variety of adverse health effects, including several serious non-cancer tumors in animals. These affect the immune system, reproductive system, nervous system, and endocrine system. Studies in humans provide evidence for carcinogenic and non-carcinogenic effects of PCBs. Concern over PCBs in the environment led Congress in 1976 to enact §6€ of the Toxic Substance Control Act (TSCA) that included, among other things, prohibitions on the manufacture, processing, and distribution in commerce of PCBs.

4.2 Non-Liquid PCBs (Caulk/Sealant) Testing Parameters

Suspect non-liquid PCB-containing (caulks/sealants) were identified, which may be potentially impacted during the project. USAEMI collected samples of the suspect non-liquid PCB-containing materials. Approximately four (4) grams of material were extracted for each sample and submitted for analysis.

Samples were securely shipped to the State of New Jersey, Department of Environmental Protection, Nationally Accredited Environmental Laboratory, with the appropriate chain-of-custody records. The sample analysis utilized for determining PCB content was the National Institute for Occupational Safety & Health (NIOSH) Method 8082A *Polychlorinated Biphenyls (PCBs) by Gas Chromatography*, Hazardous Waste Test Method SW-846. The results of each sample and the corresponding Certificates of Analysis can be found in the attached appendices of this report.

The EPA defines PCBs as those materials that are greater than, or equal to, 50 milligrams per kilogram (mg/Kg), which is equivalent to 50 parts per million (ppm). Many of the products in the United States were manufactured by the Monsanto Corporation and marked under the name Aroclor. There are different types of Aroclor, based on the concentrations of chlorine. Four (4) digit numbers followed the name Aroclor, where the last two (2) numbers indicated the percent of chlorine content by weight. The summary tables include the sample number, whether the sample was a composite or grab, the location of the sample, a brief description of the material tested, and the Aroclor results.

4.3 Non-Liquid PCBs (Caulk/Sealant) Results

Table 3 contains a summary of non-liquid PCB testing results associated with the *Roofs Replacement for Outer Housing Units* project. The samples collected did not yield results greater than, or equal to, 50 mg/Kg (the EPA's level of concentration for hazardous waste). This table includes the sample number, whether the sample was a composite or grab, the sample room/location, a brief description of the material tested, and the Aroclor results.

Table 3 – Non-Liquid Polychlorinated Biphenyls Summary

Sample No.	Material (ID)	Location	Aroclor Detected
01 PCB 070126 Composite	White Sealant at Metal Roof Edge Below Wood at Key Joint (04)	R4	Aroclor 1016 – ND + Aroclor 1221 – ND Aroclor 1232 – ND Aroclor 1242 – ND Aroclor 1248 – ND Aroclor 1254 – 0.92 mg/kg Aroclor 1260 – ND Aroclor 1262 – ND Aroclor 1268 – ND
02 PCB 070126 Composite	Grey/Green Sealant at Sloped Parapet Metal Edge	R3 & R2	Aroclor 1016 – ND Aroclor 1221 – ND Aroclor 1232 – ND Aroclor 1242 – ND Aroclor 1248 – ND Aroclor 1254 – ND Aroclor 1260 – ND Aroclor 1262 – ND Aroclor 1268 – ND

Notes: + = Analyte was analyzed but NOT DETECTED

4.4 Non-Liquid PCBs Recommendations

Note that any suspect non-liquid PCB-containing material that is not identified as homogeneous with those addressed in this report must be considered PCB hazardous waste unless additional testing indicates otherwise.

Dispose of generated waste materials that contain non-liquid PCBs in compliance with the TSCA. The disposal of PCBs remediation waste is regulated under 40 CFR 761.61 of TSCA. If present, specifications should be developed for the remediation of non-liquid PCB-containing materials greater than or equal to 50 mg/Kg.

4.5 Non-Liquid PCB Laboratory Accreditation

The State of New Jersey, Department of Environmental Protection (DEP), is a National Environmental Laboratory Accreditation Program (NELAP) Recognized Accreditation Body. DEP certifies that the laboratory indicated below is approved as Nationally Accredited

Environmental Laboratory to perform the analysis of non-liquid PCBs per the EPA SW-846 Test Method 8082A.

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH,
CINNAMINSON, NJ 08077

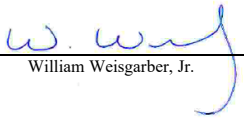
5.0 INSPECTOR CERTIFICATION(S)

The inspectors who physically surveyed the facility and have received EPA-approved training as USEPA Asbestos Inspectors and/or New Jersey Lead Inspectors are:

MATHIEU CHAPUIS & CHRISTOPHER MONSERRATE
USA ENVIRONMENTAL MANAGEMENT, INC.
344 WEST STATE STREET
TRENTON, NEW JERSEY 08618

SIGNATURE OF INSPECTOR(S): 

Mathieu Chapuis



William Weisgarber, Jr.

The above-signed inspector(s) certify that the information contained within this inspection report is true and correct concerning site conditions at the time of survey only.

APPENDIX A

Asbestos Certificates of Analysis
Asbestos Chain of Custody Records

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:	042613290
Customer ID:	USA53
Customer PO:	26-020492-04
Project ID:	

Attn: Mathieu Chapuis
USA Environmental Management, Inc.
344 West State Street
Trenton, NJ 08618

Phone: (609) 656-8101
Fax:
Collected: 7/ 1/2026
Received: 7/01/2026
Analyzed: 7/15/2026

Proj: Roofs Replacement for Outing Housing Units - Department of Corrections - Garden State Youth Correctional Facility

Summary Test Report for Asbestos Analysis of Bulk Materials in Accordance with N.J.A.C. 8:60 and 12:120

Client Sample ID: 01-MC070126 ***Lab Sample ID:*** **042613290-0001**

Sample Description: R1/Built-Up Roof Field w/Stone Ballast - Top Layer

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	15.0%	85.0%	None Detected	

Client Sample ID: 02-MC070126 ***Lab Sample ID:*** **042613290-0002**

Sample Description: R1/Roof Insulation - Middle Layer

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Brown	65.0%	35.0%	None Detected	

Client Sample ID: 03-MC070126 ***Lab Sample ID:*** **042613290-0003**

Sample Description: R1/Tar on Concrete Roof Deck - Bottom Layer

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 04-MC070126 ***Lab Sample ID:*** **042613290-0004**

Sample Description: R3/Built-Up Roof Field w/Stone Ballast - Top Layer

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	15.0%	85.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 05-MC070126 ***Lab Sample ID:*** **042613290-0005**

Sample Description: R3/Roof Insulation - Middle Layer

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Brown	70.0%	30.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Brown	0.0%	100.0%	None Detected	

Client Sample ID: 06-MC070126 ***Lab Sample ID:*** **042613290-0006**

Sample Description: R3/Tar on Concrete Roof Deck - Bottom Layer

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Brown/Black	25.0%	75.0%	None Detected	Result includes a small amount of inseparable attached material
TEM Grav. Reduction	7/15/2026	Brown/Black	0.0%	100.0%	None Detected	

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Customer PO:	26-020492-04
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Materials in Accordance with N.J.A.C. 8:60 and 12:120

Client Sample ID: 07-MC070126-Sealant ***Lab Sample ID:*** **042613290-0007**

Sample Description: R4/White Sealant at Metal Roof Edge below Wood at Key Joint

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	White	0.0%	100.0%	None Detected	

Client Sample ID: 07-MC070126-Mortar ***Lab Sample ID:*** **042613290-0007A**

Sample Description: R4/Mortar

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	White	0.0%	100.0%	None Detected	

Client Sample ID: 08-MC070126-Sealant ***Lab Sample ID:*** **042613290-0008**

Sample Description: R4/White Sealant at Metal Roof Edge below Wood at Key Joint

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	White	0.0%	100.0%	None Detected	
TEM Grav. Reduction	7/15/2026	White	0.0%	98.3%	**1.7% Chrysotile**	

Client Sample ID: 08-MC070126-Mortar ***Lab Sample ID:*** **042613290-0008A**

Sample Description: R4/Mortar

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	White	0.0%	100.0%	None Detected	

Client Sample ID: 09-MC070126 ***Lab Sample ID:*** **042613290-0009**

Sample Description: R1/Black Tar at Top of Roof Vents

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	15.0%	85.0%	None Detected	

Client Sample ID: 10-MC070126 ***Lab Sample ID:*** **042613290-0010**

Sample Description: R3/Black Tar at Top of Roof Vents

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	15.0%	85.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 11-MC070126-Roofing ***Lab Sample ID:*** **042613290-0011**

Sample Description: R2/Black Rolled Roofing at Parapet Wall

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	10.0%	90.0%	None Detected	

Client Sample ID: 11-MC070126-Membrane ***Lab Sample ID:*** **042613290-0011A**

Sample Description: R2/Black Rolled Roofing at Parapet Wall

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	0.0%	100.0%	None Detected	

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Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Materials in Accordance with N.J.A.C. 8:60 and 12:120

Client Sample ID: 11-MC070126-Mastic ***Lab Sample ID:*** **042613290-0011B**

Sample Description: R2/Black Rolled Roofing at Parapet Wall

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 12-MC070126-Roofing ***Lab Sample ID:*** **042613290-0012**

Sample Description: R3/Black Rolled Roofing at Parapet Wall

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	10.0%	90.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 12-MC070126-Membrane ***Lab Sample ID:*** **042613290-0012A**

Sample Description: R3/Black Rolled Roofing at Parapet Wall

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	0.0%	100.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 13-MC070126 ***Lab Sample ID:*** **042613290-0013**

Sample Description: R2/Flashing at Metal Roof Edge

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	15.0%	85.0%	None Detected	

Client Sample ID: 14-MC070126-Flashing ***Lab Sample ID:*** **042613290-0014**

Sample Description: R4/Flashing at Metal Roof Edge

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	25.0%	75.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.00%	99.56%	**0.44% Chrysotile**	

Client Sample ID: 14-MC070126-Tar ***Lab Sample ID:*** **042613290-0014A**

Sample Description: R4/Flashing at Metal Roof Edge

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	0.0%	100.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.00%	99.90%	**0.10% Chrysotile**	

Client Sample ID: 15-MC070126 ***Lab Sample ID:*** **042613290-0015**

Sample Description: R2/Flashing at Curb Exhaust

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	10.0%	85.0%	**5% Chrysotile**	

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Customer ID:	USA53
Customer PO:	26-020492-04
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Materials in Accordance with N.J.A.C. 8:60 and 12:120

Client Sample ID: 16-MC070126 ***Lab Sample ID:*** **042613290-0016**

Sample Description: R4/Flashing at Curb Exhaust

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026				Positive Stop (Not Analyzed)	

Client Sample ID: 17-MC070126 ***Lab Sample ID:*** **042613290-0017**

Sample Description: R2/Grey/Green Sealant at Sloped Parapet Metal Edge

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Gray/Green	0.0%	97.0%	**3% Chrysotile**	

Client Sample ID: 18-MC070126 ***Lab Sample ID:*** **042613290-0018**

Sample Description: R3/Grey/Green Sealant at Sloped Parapet Metal Edge

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026				Positive Stop (Not Analyzed)	

Client Sample ID: 19-MC070126-Roof Field ***Lab Sample ID:*** **042613290-0019**

Sample Description: R4/Black Tar Roof Field (Patch) (Top Layer)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	5.0%	95.0%	None Detected	

Client Sample ID: 19-MC070126-Insulation ***Lab Sample ID:*** **042613290-0019A**

Sample Description: R4/Insulation

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Tan	90.0%	10.0%	None Detected	

Client Sample ID: 20-MC070126-Roof Field ***Lab Sample ID:*** **042613290-0020**

Sample Description: R4/Black Tar Roof Field (Patch) (Top Layer)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	15.0%	85.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 20-MC070126-Insulation ***Lab Sample ID:*** **042613290-0020A**

Sample Description: R4/Insulation

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Tan	95.0%	5.0%	None Detected	

Client Sample ID: 21-MC070126 ***Lab Sample ID:*** **042613290-0021**

Sample Description: R4/Black Tar over Concrete Deck (Bottom Layer)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Gray/Black	15.0%	85.0%	None Detected	Result includes a small amount of inseparable attached material

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EMSL Order ID:	042613290
Customer ID:	USA53
Customer PO:	26-020492-04
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Materials in Accordance with N.J.A.C. 8:60 and 12:120

Client Sample ID: 22-MC070126-Tar ***Lab Sample ID:*** **042613290-0022**

Sample Description: R4/Black Tar over Concrete Deck (Bottom Layer)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Brown/Black	18.0%	82.0%	None Detected	Result includes a small amount of inseparable attached material
TEM Grav. Reduction	7/15/2026	Brown/Black	0.0%	100.0%	None Detected	

Client Sample ID: 22-MC070126-Tar Paper ***Lab Sample ID:*** **042613290-0022A**

Sample Description: R4/Black Tar over Concrete Deck (Bottom Layer)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	49.0%	51.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 22-MC070126-Insulation ***Lab Sample ID:*** **042613290-0022B**

Sample Description: R4/Insulation

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Yellow	0.0%	100.0%	None Detected	

Client Sample ID: 23-MC070126 ***Lab Sample ID:*** **042613290-0023**

Sample Description: R4/Black Tar Roof Flashing Around Edge/Perimeter (Patch)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/03/2026	Black	20.0%	80.0%	None Detected	

Client Sample ID: 24-MC070126-Flashing ***Lab Sample ID:*** **042613290-0024**

Sample Description: R4/Black Tar Roof Flashing Around Edge/Perimeter (Patch)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	45.0%	55.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

Client Sample ID: 24-MC070126-Tar Felt ***Lab Sample ID:*** **042613290-0024A**

Sample Description: R4/Black Tar Roof Flashing Around Edge/Perimeter (Patch)

TEST	Analyzed Date	Color	Non-Asbestos Fibrous	Non-Asbestos Non-Fibrous	Asbestos	Comment
PLM	7/05/2026	Black	45.0%	55.0%	None Detected	
TEM Grav. Reduction	7/15/2026	Black	0.0%	100.0%	None Detected	

EMSL Analytical, Inc.

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EMSL Order ID:	042613290
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Customer PO:	26-020492-04
Project ID:	

Summary Test Report for Asbestos Analysis of Bulk Materials in Accordance with N.J.A.C. 8:60 and 12:120

Analyst(s):

Daniel Blake	TEM Grav. Reduction (7)
Jhoon Jeon	TEM Grav. Reduction (7)
Jonathan Bach	PLM (17)
Megan Peters	PLM (16)

Reviewed and approved by:

Samantha Sweeney

Samantha Sweeney, Laboratory 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 is a summary report; official reports are available on LabConnect or upon request and 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. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA LAP, LLC-IHLAP Lab 100194, PA ID# 68-00367, LA #04127

Initial report from: 07/06/202608:10:50

042613290

USA Environmental Management, Inc.

344 West State Street
Trenton, New Jersey 08618

CLIENT:	Ronald A. Sebring Associates, LLC	**DATE:**	7/1/26
PROJECT:	Roofs Replacement for Outing Housing Units	**TECHNICIAN:**	M. Chapuis / W. Weisgarber
SITE:	Department of Corrections	**PROJECT #:**	26-020492-04
	Garden State Youth Correctional Facility	**DPMC #:**	C1102-00

RECEIVED
EMSL
CINNAMINSON, N.J.
2026 JUL -1 P 12:28

BULK SAMPLE DATA AND CHAIN OF CUSTODY FORM

SAMPLE ID	MATERIAL / (ID No.)	SAMPLE LOCATION	ADDITIONAL ANALYSIS
01 MC 070126	Built-up Roof Field w/ Stone Ballast - Top Layer (1)	R1	☐ TEM EPA NOB (if ND or <1% by PLM)
02	Roof Insulation - Middle Layer (2)	↓	☐ TEM EPA NOB (if ND or <1% by PLM)
03	Tar on Concrete Roof Deck - Bottom Layer (3)	↓	☐ TEM EPA NOB (if ND or <1% by PLM)
04	(1)	R3	☑ TEM EPA NOB (if ND or <1% by PLM)
05	(2)	↓	☑ TEM EPA NOB (if ND or <1% by PLM)
06	(3)	↓	☑ TEM EPA NOB (if ND or <1% by PLM)
07	White Sealant @ Metal Roof Edge Below Wood @ Key Joint (4)	R4	☐ TEM EPA NOB (if ND or <1% by PLM)
08	↓ (4)	R4	☑ TEM EPA NOB (if ND or <1% by PLM)
09	Black Tar @ Top of Roof Vents (5)	R1	☐ TEM EPA NOB (if ND or <1% by PLM)
10	↓ (5)	R3	☒ TEM EPA NOB (if ND or <1% by PLM)

TYPE OF ANALYSIS
☒ PLM, EPA/600/R-93/116
☒ Stop @ 1st Positive ID No.
☐ 400 Pt. Count if <1% by PLM

TURNAROUND TIME	
☐ 6-Hours	☐ TEM, 1-Day
☐ 1 Day	☒ TEM, 3-Days
☒ 2 Days	☐ Other_____

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME
I.	7-1-26		I. AO via	7/1/26	
II.			II.		
III.			III.		

COMMENTS: _____

24 AO

OrderID: 042613290

OrderID: 042613290

042613290

USA Environmental Management, Inc.

344 West State Street
Trenton, New Jersey 08618

CLIENT:	Ronald A. Sebring Associates, LLC	**DATE:**	7/1/26
PROJECT:	Roofs Replacement for Outing Housing Units	**TECHNICIAN:**	M. Chapus / W. Weisgerber
SITE:	Department of Corrections	**PROJECT #:**	26-020492-04
	Garden State Youth Correctional Facility	**DPMC #:**	C1102-00

RECEIVED
EMSL
CINNAMINSON, NJ.
2026 JUL -1 P 12:29

BULK SAMPLE DATA AND CHAIN OF CUSTODY FORM

SAMPLE ID	MATERIAL / (ID No.)	SAMPLE LOCATION	ADDITIONAL ANALYSIS
11 MC070126	Black Rolled Roofing @ Parapet Wall (6)	R2	☐ TEM EPA NOB (if ND or <1% by PLM)
12	(6)	R3	☒ TEM EPA NOB (if ND or <1% by PLM)
13	Flashing @ Metal Roof Edge (7)	R2	☐ TEM EPA NOB (if ND or <1% by PLM)
14	(7)	D4	☒ TEM EPA NOB (if ND or <1% by PLM)
15	Flashing @ CuBB Exhaust (8)	R2	☐ TEM EPA NOB (if ND or <1% by PLM)
16	(8)	R4	☒ TEM EPA NOB (if ND or <1% by PLM)
17	Gray/Green Sealant at sloped parapet metal edge. (9)	R2	☐ TEM EPA NOB (if ND or <1% by PLM)
18	(9)	D3	☒ TEM EPA NOB (if ND or <1% by PLM)
19	Black Tar Roof Field (patch) (Top layer) (10)	R4	☐ TEM EPA NOB (if ND or <1% by PLM)
20	(10)	R4	☒ TEM EPA NOB (if ND or <1% by PLM)

TYPE OF ANALYSIS	TURNAROUND TIME		RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME
☒ PLM, EPA/600/R-93/116	☐ 6-Hours	☐ TEM, 1-Day	I.	7/1/26		I. Angie Mull via	7/1/26	1225
☒ Stop @ 1st Positive ID No.	☐ 1 Day	☒ TEM, 3-Days	II.			II.		
☐ 400 Pt. Count if <1% by PLM	☒ 2 Days	☐ Other_____	III.			III.		

COMMENTS: ① Analyze all Layers

042613290

USA Environmental Management, Inc.

344 West State Street
Trenton, New Jersey 08618

CLIENT:	Ronald A. Sebring Associates, LLC	**DATE:**	July 1, 2024
PROJECT:	Roofs Replacement for Outing Housing Units	**TECHNICIAN:**	Chapuis/Weisgarber
SITE:	Department of Corrections	**PROJECT #:**	26-020492-04
	Garden State Youth Correctional Facility	**DPMC #:**	C1102-00

BULK SAMPLE DATA AND CHAIN OF CUSTODY FORM

SAMPLE ID	MATERIAL / (ID No.)	SAMPLE LOCATION	ADDITIONAL ANALYSIS
21 MC070124	Black Tar over concrete deck (bottom layer) (11)	R4	☐ TEM EPA NOB (if ND or <1% by PLM)
22	(11)	R4	☒ TEM EPA NOB (if ND or <1% by PLM)
23	Black tar roof flashing around edge/perimeter (patch) (12)	R4	☐ TEM EPA NOB (if ND or <1% by PLM)
24	(12)	R4	☒ TEM EPA NOB (if ND or <1% by PLM)
	( )		☐ TEM EPA NOB (if ND or <1% by PLM)
	( )		☐ TEM EPA NOB (if ND or <1% by PLM)
	( )		☐ TEM EPA NOB (if ND or <1% by PLM)
	( )		☐ TEM EPA NOB (if ND or <1% by PLM)
	( )		☐ TEM EPA NOB (if ND or <1% by PLM)
	( )		☐ TEM EPA NOB (if ND or <1% by PLM)

RECEIVED EMSL CINNAMINSON, NJ. 2024 JUL 1 P 12:26

TYPE OF ANALYSIS
☒ PLM, EPA/600/R-93/116
☒ Stop @ 1st Positive ID No.
☐ 400 Pt. Count if <1% by PLM

TURNAROUND TIME	
☐ 6-Hours	☐ TEM, 1-Day
☐ 1 Day	☒ TEM, 3-Days
☒ 2 Days	☐ Other_____

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME
I. [signature]	7/1/24		I. AD	7/1/24	
II.			II.		
III.			III.		

COMMENTS:

Page 3 of 3

OrderID: 042613290

APPENDIX B

XRF Field Survey Data
XRF Performance Characteristic Sheet

USA Environmental Management, Inc.
344 West State Street
Trenton, NJ 08618

Client: Ronald A. Sebring Associates, LLC

Project #: 26-020492-04 / **DPMC** #: C1102-00

Site: Garden State Youth Correctional Facility

Project: Roofs Replacement for Outer Housing Units

Inspection Date: 7/1/2026

Inspector: Chapuis

Inspector ID #: 037303

XRF Serial #: 03213

Test No.	Room/Location	Wall	Substrate	Component	Lead (mg/cm^2)	EPA/HUD	OSHA
1	Calibration A	-	-	-	0.96	-	-
2	Calibration B	-	-	-	0.99	-	-
3	Calibration C	-	-	-	0.98	-	-
4	R1	-	Metal	Roof Drain Cover	0.34	Negative	Positive
5	R1	-	Metal	Vent	0.00	Negative	Negative
6	R1	-	Metal	Exhaust Vent Cap	0.00	Negative	Negative
7	R2	A	Concrete	Slanted Parapet	0.10	Negative	Positive
8	Re	-	Metal	Vent	0.00	Negative	Negative
9	R2	-	Metal	Vent Casing/Housing	0.04	Negative	Positive
10	R2	-	Metal	Vent Pipe	0.04	Negative	Positive
11	R2	-	Metal	Exhaust Vent Cap	0.00	Negative	Negative
12	R2	-	Metal	Roof Drain Cover	0.36	Negative	Positive
13	R3	A	Concrete	Slanted Parapet	0.04	Negative	Positive
14	R3	-	Metal	Vent	0.00	Negative	Negative
15	R3	-	Metal	Exhaust Vent Cap	0.00	Negative	Negative
16	R3	-	Metal	Roof Drain Cover	0.50	Negative	Positive
17	R4	A	Concrete	Slanted Parapet	0.02	Negative	Positive
18	R4	-	Metal	Vent	0.00	Negative	Negative
19	R4	-	Metal	Roof Drain Cover	0.59	Negative	Positive
20	R4	-	Metal	Exhaust Vent Cap	0.01	Negative	Positive
21	Calibration A	-	-	-	1.01	-	-
22	Calibration B	-	-	-	0.97	-	-
23	Calibration C	-	-	-	0.98	-	-

Note: Wall "A" Corresponds to the inner wall facing the Recreation Yard - Walls "B", "C", "D" continuing clockwise.

Performance Characteristic Sheet

EFFECTIVE DATE: **February 1, 2022**

MANUFACTURER AND MODEL:

Make: ***SciAps***
Models: ***Model X-550***
X-Ray Source: ***Rhodium (Rh) or Gold (Au) Anode***

FIELD OPERATION GUIDANCE

ACTION LEVEL SETTING:

1.0 mg/cm^2

OPERATING PARAMETERS:

Timed mode: fixed 10-second reading.

Quick mode: variable-time reading (approximately 2-6 seconds).

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm^2 (inclusive) on NIST SRM 2579 (1.02 mg/cm^2)/NIST SRM 2573, or equivalent

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

Au Anode (quick) **READING DESCRIPTION**	**SUBSTRATE**	**THRESHOLD (mg/cm^2)**
Results not corrected for substrate bias on any substrate	Brick Concrete Drywall Metal Plaster Wood	1.0 1.0 1.0 1.0 1.0 1.0
Rh Anode (Timed or Quick), Au Anode (Timed) **READING DESCRIPTION**	**SUBSTRATE**	**THRESHOLD (mg/cm^2)**
Results not corrected for substrate bias on any substrate	Brick Concrete Drywall Metal Plaster Wood	0.9 0.9 0.9 0.9 0.9 0.9

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, 2012 Edition ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in February 2022, with two separate instruments of each Anode type, operated in both Timed and Quick modes.

OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm^2 in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm^2 film; for NIST SRM 2579a, use film 2573 (1.04 mg/cm^2).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this

procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

The reading time in Archive tests was 10 seconds in Timed mode and from 2-6 seconds in Quick mode, for both the Rh Anode and Au Anode.

CLASSIFICATION OF RESULTS:

XRF results for the Au Anode in Quick mode are classified as **positive** if they are **greater than or equal** to 1.0 mg/cm^2 and ***negative*** if they are ***less than*** *to* 1.0 mg/cm^2. XRF results for the Au Anode in Timed mode and for the Rh Anode in Timed or Quick mode are classified as **positive** if they are **greater than or equal** to 0.9 mg/cm^2 and ***negative*** if they are ***less than*** *to* 0.9 mg/cm^2

DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to develop Performance Characteristic Sheets at the Federal standard (Action Level) of 1.0 mg/cm^2 and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997.

APPENDIX C

Non-Liquid PCBs Certificates of Analysis
Non-Liquid PCBs Chain of Custody Records

EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
Telephone: 856-858-4800 Fax:cs@emsl.com
EMSL-CIN-01

EMSL Order ID: 012626799
LIMS Reference ID: AE26799
EMSL Customer ID: USA53

July 16, 2026

Matt Chapuis
USA Environmental Management, Inc. [USA53]
344 West State Street
Trenton, NJ 08618

The following analytical report covers the analysis performed on samples submitted to EMSL Analytical, Inc. on 7/1/2026. The results are tabulated on the attached pages for the following client designated project:

Ronald A. Sebring - Roofs Replacement for Outing Housing Units

The reference number for these samples is EMSL Order #: AE26799 . Please use this reference when calling about these samples. If you have any questions, please do not hesitate to contact the lab at 856-858-4800.

Report Date	Report Revision	Report Comments
07/16/2026	0	Initial Report

Owen McKenna, Laboratory Manager or other approved signatory

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Sample Results	7
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EMSL Analytical, Inc.

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Telephone: 856-858-4800 Fax:cs@emsl.com
EMSL-CIN-01

EMSL Order ID: 012626799
LIMS Reference ID: AE26799
EMSL Customer ID: USA53

Attention: Matt Chapuis
USA Environmental Management, Inc. [USA53]
344 West State Street
Trenton, NJ 08618
(609) 656-8101
mchapuis@usaemi.com

Project Name: Ronald A. Sebring - Roofs Replacement for Outing Housing Units
Project ID: _Master Project-USA53
Customer PO: 26-020492-04
Sales Rep: Sheryl Steinmetz
Received: 07/01/2026 12:30
Reported: 7/16/2026 11:37:16AM

Sample Condition on Receipt

Cooler ID: Default Cooler **Temperature: 22.0 °C**

Custody Seals	N
Containers Intact	Y
COC/Labels Agree	Y
Preservation Confirmed	Y

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.

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mchapuis@usaemi.com

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Project ID: _Master Project-USA53

Customer PO: 26-020492-04

Sales Rep: Sheryl Steinmetz

Received: 07/01/2026 12:30

Reported: 7/16/2026 11:37:16AM

Samples in this Report

Lab ID	Sample	Matrix	Date Sampled	Date Received
AE26799-01	01 PCB	Solid	7/1/26 9:00 am	07/01/2026
AE26799-02	02 PCB	Solid	7/1/26 9:27 am	07/01/2026

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Reported: 7/16/2026 11:37:16AM

Positive Hits Summary

Lab ID	Client ID				Sampled
AE26799-01	01 PCB				07/01/26 09:00
Method	Analyte	Result	Qualifier	Unit	Analyzed
SW846-8082A	**Aroclor-1254**	**0.92**		**mg/kg**	**07/09/2026 13:01**

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Work Order Case Narrative

Samples received outside of the required temperature range.
Sample submitted in a container not specified by the method.

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Sales Rep: Sheryl Steinmetz
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Sample Results

Sample: 01 PCB
AE26799-01 (Solid)

Analyte	Result	Q	DF	RL	Units	Prepared Date/Time	Analyzed Date/Time	Prep/Analyst Initials	Prep Method	Analytical Method
GC-SVOA										
Aroclor-1016	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1221	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1232	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1242	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1248	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1254	**0.92**		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1260	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1262	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1268	ND		1	0.89	mg/kg	07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	SW846-8082A
Surrogate(s)	**Recovery**	**Q**		**Limits**						
Surrogate: Tetrachloro-m-xylene	*73%*			*15-121*		07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	*SW846-8082A*
Surrogate: Decachlorobiphenyl	*76%*			*11-127*		07/08/26 17:00	07/09/26 13:01	CAC/AxJ	SW846 3540C	*SW846-8082A*

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Sample Results
(Continued)

Sample: 02 PCB
AE26799-02 (Solid)

Analyte	Result	Q	DF	RL	Units	Prepared Date/Time	Analyzed Date/Time	Prep/Analyst Initials	Prep Method	Analytical Method
GC-SVOA										
Aroclor-1016	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1221	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1232	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1242	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1248	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1254	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1260	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1262	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Aroclor-1268	ND		1	0.96	mg/kg	07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	SW846-8082A
Surrogate(s)	**Recovery**	**Q**		**Limits**						
Surrogate: Tetrachloro-m-xylene	*66%*			*15-121*		07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	*SW846-8082A*
Surrogate: Decachlorobiphenyl	*69%*			*11-127*		07/08/26 17:00	07/09/26 13:22	CAC/AxJ	SW846 3540C	*SW846-8082A*

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Sales Rep:	Sheryl Steinmetz
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Quality Control

GC-SVOA

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: BEG0960 - SW846 3540C										
Blank (BEG0960-BLK1)					Prepared: 7/8/2026 Analyzed: 7/9/2026					
Aroclor-1016	ND		0.25	mg/kg						
Aroclor-1221	ND		0.25	mg/kg						
Aroclor-1232	ND		0.25	mg/kg						
Aroclor-1242	ND		0.25	mg/kg						
Aroclor-1248	ND		0.25	mg/kg						
Aroclor-1254	ND		0.25	mg/kg						
Aroclor-1260	ND		0.25	mg/kg						
Aroclor-1262	ND		0.25	mg/kg						
Aroclor-1268	ND		0.25	mg/kg						
Surrogate(s)										
Surrogate: Tetrachloro-m-xylene					*0.5000*		*60*	*15-121*		
Surrogate: Decachlorobiphenyl					*0.5000*		*62*	*11-127*		
LCS (BEG0960-BS1)					Prepared: 7/8/2026 Analyzed: 7/9/2026					
Aroclor-1016	1.15		0.25	mg/kg	2.500		46	26-124		
Aroclor-1260	1.59		0.25	mg/kg	2.500		64	33-125		
Surrogate(s)										
Surrogate: Tetrachloro-m-xylene					*0.5000*		*58*	*15-121*		
Surrogate: Decachlorobiphenyl					*0.5000*		*60*	*11-127*		
LCS Dup (BEG0960-BSD1)					Prepared: 7/8/2026 Analyzed: 7/9/2026					
Aroclor-1016	1.15		0.25	mg/kg	2.500		46	26-124	0.02	29
Aroclor-1260	1.51		0.25	mg/kg	2.500		60	33-125	5	26
Surrogate(s)										
Surrogate: Tetrachloro-m-xylene					*0.5000*		*51*	*15-121*		
Surrogate: Decachlorobiphenyl					*0.5000*		*54*	*11-127*		

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Certified Analyses included in this Report

Analyte	CAS #	Certifications
SW846-8082A in Solid		
Aroclor-1016	12674-11-2	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1221	11104-28-2	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1232	11141-16-5	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1242	53469-21-9	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1248	12672-29-6	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1254 [2C]	11097-69-1	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1260	11096-82-5	NJDEP,NYSDOH,PADEP,California ELAP,A2LA
Aroclor-1262	37324-23-5	NJDEP,NYSDOH,PADEP,A2LA
Aroclor-1268	11100-14-4	NJDEP,NYSDOH,PADEP,A2LA

List of Certifications

Code	Description	Number	Expires
PADEP	Pennsylvania Department of Environmental Protection	68-00367	11/30/2026
NYSDOH	New York State Department of Health ELAP	10872	04/01/2027
NJDEP	New Jersey Department of Environmental Protection	03036	06/30/2027
MADEP	Massachusetts Department of Environmental Protection	M-NJ337	06/30/2027
HIDOH	Hawaii Department of Health	HI via NJ 03036	06/30/2027
CTDPH	Connecticut Department of Public Health	PH-0270	06/30/2028
California ELAP	California Water Boards	1877	06/30/2026
AIHA LAP	American Industrial Hygiene Association (AIHA LAP, LLC)	100194	04/01/2027
A2LA	A2LA Environmental Certificate	2845.01	07/31/2026
21-A2LA	A2LA Food Chem/Mat Sci	2845.15	07/31/2026

Please see the specific Field of Testing (FOT) on www.emsl.com <http://www.emsl.com> for a complete listing of parameters for which EMSL is certified.

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.

EMSL Analytical, Inc.

200 Route 130, Cinnaminson, NJ, 08077
Telephone: 856-858-4800 Fax:cs@emsl.com
EMSL-CIN-01

EMSL Order ID: 012626799
LIMS Reference ID: AE26799
EMSL Customer ID: USA53

Attention: Matt Chapuis
USA Environmental Management, Inc. [USA53]
344 West State Street
Trenton, NJ 08618
(609) 656-8101
mchapuis@usaemi.com

Project Name: Ronald A. Sebring - Roofs Replacement for Outing Housing Units
Project ID: _Master Project-USA53
Customer PO: 26-020492-04
Sales Rep: Sheryl Steinmetz
Received: 07/01/2026 12:30
Reported: 7/16/2026 11:37:16AM

Notes and Definitions

Item	Definition
RT	Sample was submitted outside of the required temperature.
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the reporting limit, or the mdl if provided.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit
Wet	Sample is not dry weight corrected.
%REC	Percent Recovery
RPD	Relative Percent Difference
Source	Sample that was matrix spiked or duplicated

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.

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.

USA Environmental Management, Inc.

344 West State Street
Trenton, New Jersey 08618

A526799

CLIENT:	Ronald A. Sebring Associates, LLC	**DATE:**	07/01/2020
PROJECT:	Roofs Replacement for Outer Housing Units	**TECHNICIAN:**	CHRIS
SITE:	Department of Corrections Garden State Youth Correctional Facility	**PROJECT #:**	26-020492-04
		DPMC #:	C1102-00

POLYCHLORINATED BIPHENYLS (PCBs) - CAULKS
EPA SW-846 3540C/8082

SAMPLE No. / Initial / Date & Time	MATERIAL DESCRIPTION / (ID No.)	LOCATION	SAMPLE TYPE
01 PCB 07/01/2020 9:08AM	White Sealant at metal roof edge below wood @ Exp Joint (01)	B4	☐ Grab ☒ Composite
02 PCB 07/01/20 9:27AM	Grey/Green Sealant at sloped parapet metal edge (09)	B3 & B2	☐ Grab ☒ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite
	( )		☐ Grab ☐ Composite

TURN-AROUND-TIME	
☐ 1-Day	☐ 4-Days
☐ 2-Days	☐ 1-Week
☐ 3-Days	☒ 2-Weeks

RELINQUISHED BY	DATE	TIME	RECEIVED BY	DATE	TIME
I.	07/01/20		I. Angie O'Neill via	7/1/20	1225
II. Angie O'Neill	7/1/20	1225	II. O'Donnelly (UPS)	7/01/20	12:30pm.
III.			III.		

COMMENTS: **Report results in mg/kg**

280C/T-195 (2)

APPENDIX D

Laboratory Certifications
Inspector Licenses

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 on ISO/IEC 17025).

2026-07-01 through 2027-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
Ms. Samantha Rundstrom
Phone: 856-303-2577
Email: srundstrom@emsl.com
http://www.emsl.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 101048-0**

Bulk Asbestos Analysis

Code	***Description***
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

Code	***Description***
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

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2027
Issued April 01, 2026

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. OWEN MCKENNA
EMSL ANALYTICAL INC
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077

NY Lab Id No: 10872

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Asbestos-Vermiculite-Containing Mate	Item 198.8 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

Sample Preparation Methods

	EPA 3050B

Serial No.: 71965

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/, by phone (518) 485-5570 or by email to elap@health.ny.gov.

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lieutenant Governor

LOCATION
101 S BROAD ST
TRENTON NJ 08608

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF CODES AND STANDARDS
LEAD HAZARD UNIT

JAQUELYN A. SUÁREZ
Commissioner

MAILING ADDRESS
PO BOX 816
TRENTON NJ 08625

Certificate - Lead Evaluation Contractor

RECERTIFIED

This is to certify that the Department of Community Affairs has certified

USA ENVIRONMENTAL MNGT INC.
344 WEST STATE STREET
TRENTON NJ 08618

To act as a Lead Evaluation Contractor on the following Projects

Residential
Public Buildings

Cert #:	00232-E
Effective Date:	12/1/2024
Expiration Date:	11/30/2026
Certificate Type:	2 YEAR

Annual Certified Parameter List and Current Status

Effective as of 07/01/2026 until 6/30/2027

Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 260001
200 RT 130 NORTH
CINNAMINSON NJ 08077

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	SCM08.00400	Organics	Synthetic PPT Leachate Procedure	SW-846 1312	NJ
Certified	Yes	SCM08.00500	Organics	Waste Dilution	SW-846 3580A	NJ
Certified	Yes	SCM08.00700	Semivolatile organics	TCLP, Toxicity Procedure, Shaker	SW-846 1311	NJ
Certified	Yes	SCM08.00750	Semivolatile organics	Soxhlet Extraction	SW-846 3540C	NJ
Certified	Yes	SCM08.00900	Semivolatile organics	Microwave Extraction	SW-846 3546	NJ
Certified	Yes	SCM08.00950	Semivolatile organics	Ultrasonic Extraction	SW-846 3550C	NJ
Certified	Yes	SCM08.01250	Semivolatile organics	Cleanup-Alumina	SW-846 3610B	NJ
Certified	Yes	SCM08.01300	Semivolatile organics	Petroleum Waste, Cleanup Alumina	SW-846 3611B	NJ
Certified	Yes	SCM08.01350	Semivolatile organics	Cleanup-Florisil	SW-846 3620C	NJ
Certified	Yes	SCM08.01400	Semivolatile organics	Cleanup-Silica Gel	SW-846 3630C	NJ
Certified	Yes	SCM08.01500	Semivolatile organics	Cleanup-Acid/Base Partition	SW-846 3650B	NJ
Certified	Yes	SCM08.01550	Semivolatile organics	Cleanup-Sulfur Removal	SW-846 3660B	NJ
Certified	Yes	SCM08.01600	Semivolatile organics	Cleanup-Sulfuric Acid/KMnO4	SW-846 3665A	NJ
Certified	Yes	SCM08.01850	Volatile organics	TCLP, Toxicity Procedure, ZHE	SW-846 1311	NJ
Certified	Yes	SCM08.02050	Volatile organics - high conc.	Methanol Extract, Closed System P & T	SW-846 5035A	NJ
Certified	Yes	SCM08.02100	Volatile organics - low conc.	Closed System Purge & Trap	SW-846 5035A	NJ

Category: SCM09--Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	SCM09.08700	PCB 1016	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.08750	PCB 1221	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.08800	PCB 1232	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.08850	PCB 1242	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.08900	PCB 1248	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.08950	PCB 1254	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09000	PCB 1260	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ

Annual Certified Parameter List and Current Status

Effective as of 07/01/2026 until 6/30/2027

Laboratory Name: EMSL ANALYTICAL INC Laboratory Number: 03036 Activity ID: NLC 260001
200 RT 130 NORTH
CINNAMINSON NJ 08077

Category: SCM09--Organic Parameters - Chromatography

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	SCM09.09050	PCB 1262	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09100	PCB 1268	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09105	PCB 1016 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09110	PCB 1221 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09115	PCB 1232 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09120	PCB 1242 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09125	PCB 1248 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09130	PCB 1254 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ
Certified	Yes	SCM09.09135	PCB 1260 (Oil)	GC, Extraction, ECD or HECD, Capillary	SW-846 8082A	NJ

Category: SCM10--Organic Parameters - Chromatography/MS

Status	Eligible to Report NJ Data	Code	Parameter	Technique	Approved Methods	Primary State
Certified	Yes	SCM10.22900	Acetone	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.22950	Acetonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23000	Acrolein	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23050	Acrylonitrile	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Applied	No	SCM10.23100	Allyl chloride	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23200	Benzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23300	Bromobenzene	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23350	Bromochloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23400	Bromodichloromethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23500	Bromoform	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23550	Bromomethane	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Applied	No	SCM10.23600	Butadiene (2-chloro-1,3-)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ
Certified	Yes	SCM10.23650	Butanone (2-) (Methyl ethyl ketone)	GC/MS, P & T or Direct Injection, Capillary	SW-846 8260D	NJ

Certificate of Completion

awarded to

Mathieu Chapuis

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

10/2/25	**N/A**	**10/2/26**
Course Date	*Exam Date*	*Expiration Date*
Not Provided	**ACC-1025-6-022**	*Mark K. Schläger*
Social Security Number	*Certificate Number*	*Training Director*

Certificate of Completion

awarded to

William Weisgarber

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

3/5/26	N/A	3/5/27
Course Date	*Exam Date*	*Expiration Date*
Not Provided	**ACC-0326-6-008**	*Mark K. Schläger*
Social Security Number	*Certificate Number*	*Training Director*

MATHIEU CHAPUIS

STATE OF NEW JERSEY

DEPARTMENT OF HEALTH

LEAD INSPECTOR/RISK ASSESSOR

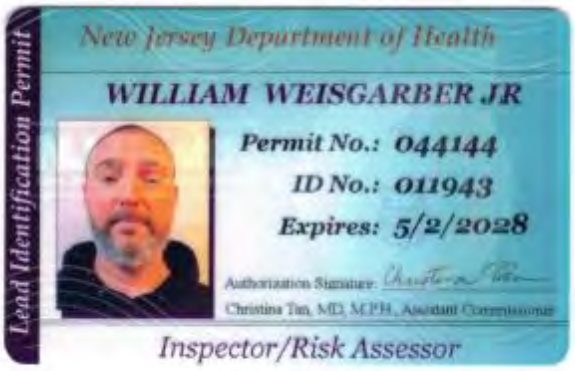
PERMIT NUMBER: 042631

ID NO: 037303

EXPIRATION DATE: 05/20/2027

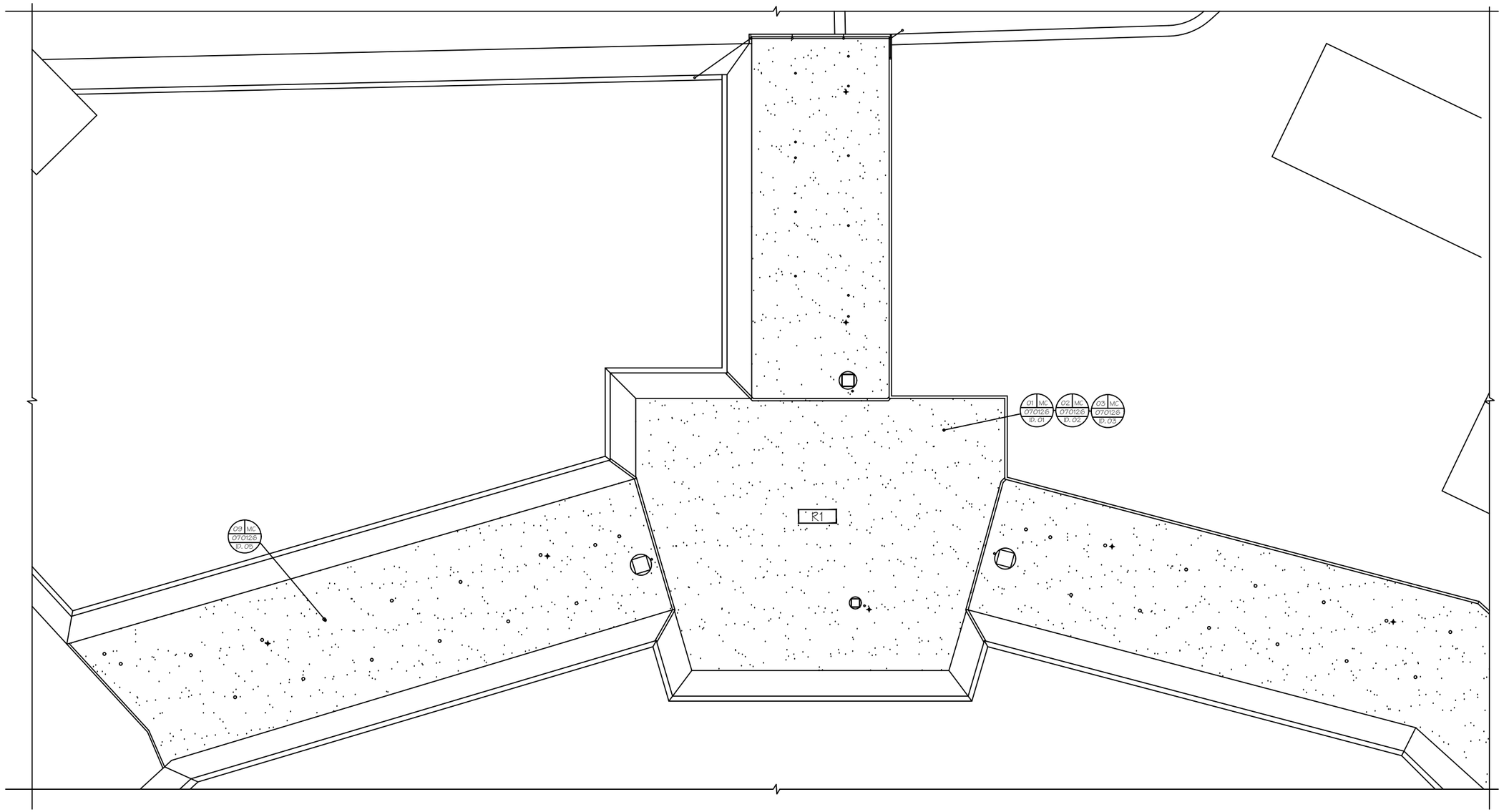


WILLIAM WEISGARBER, JR.
STATE OF NEW JERSEY
DEPARTMENT OF HEALTH
LEAD INSPECTOR / RISK ASSESSOR
PERMIT No.: 044144
ID No.: 011943
EXPIRES: 5/2/2028



APPENDIX E

Asbestos Sample Location Plans



1 / HA.1 NORTH HOUSE - ROOF SAMPLE LOCATION PLAN

SCALE: NONE

TRUE NORTH

- BULK SAMPLE LOCATION LEGEND -



Rev:	Date:	By:

USA Environmental Management, Inc.
344 West State Street
Trenton, NJ 08618
609.656.8101
Environmental, Engineering & Construction

Garden State Youth Correctional Facility
55 Hogback Road
Chesterfield, Burlington County, NJ

Roof Replacement for Outer Housing Units

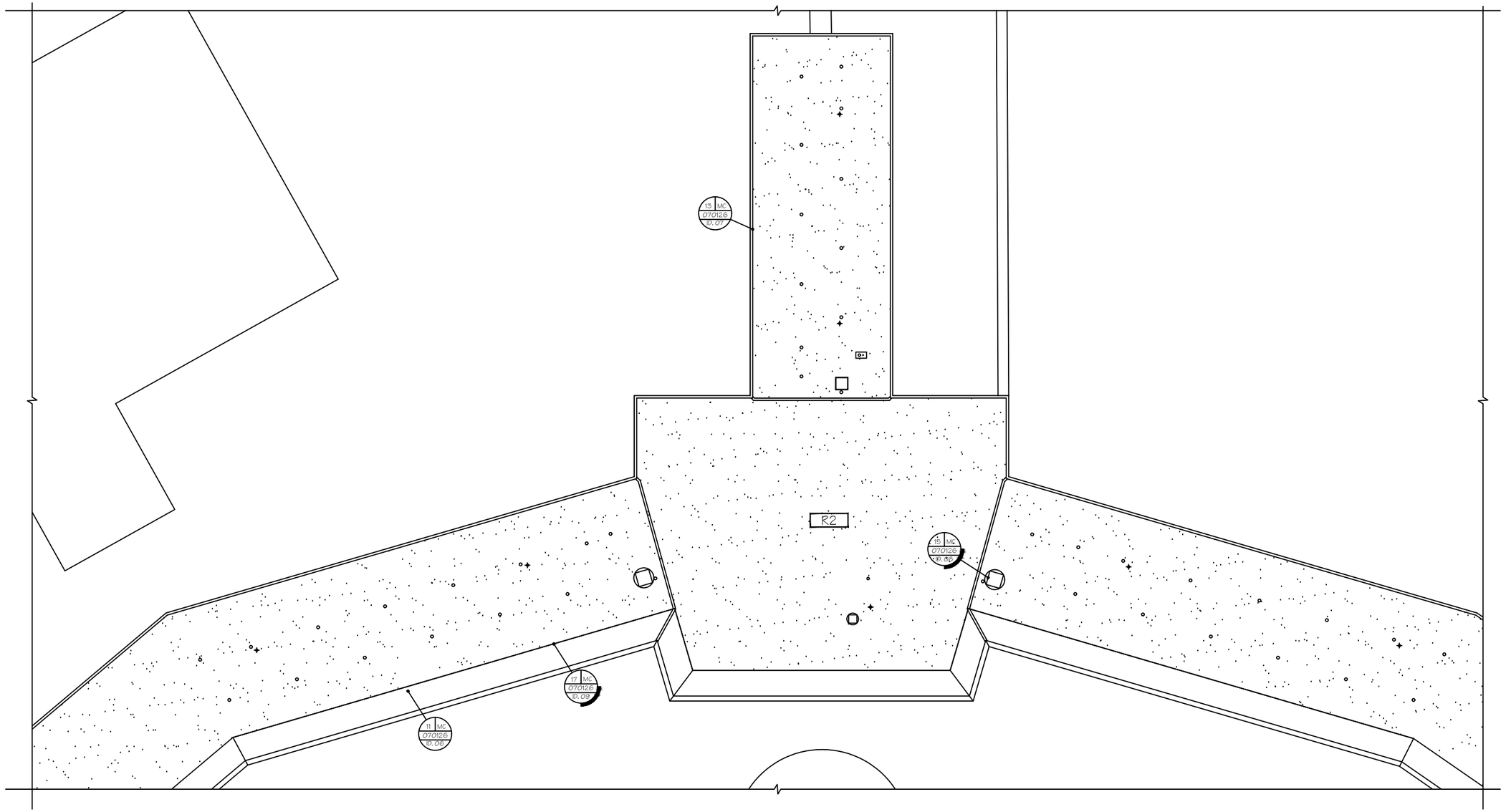
Drawing Title:
North House Sample Location Plan

Drawing No.
HA.1

Sheet: 1 of 4

USAEMI Project No.: 26-020492-04
DFMC Project No.: C1102-00
Scale: AS NOTED
Checked by: MC
Date: 7-17-2026
Drawn by: WWJ

■ Mathieu Chapuis, Building Inspector
■ Certificate No. ACC-1025-6-022



1 / HA.2 EAST HOUSE - ROOF SAMPLE LOCATION PLAN

SCALE: NONE

TRUE NORTH

- BULK SAMPLE LOCATION LEGEND -



Rev:	Date:	By:

USA Environmental Management, Inc.
344 West State Street
Trenton, NJ 08618
609.656.8101
Environmental, Engineering & Construction

Garden State Youth Correctional Facility
55 Hogback Road
Chesterfield, Burlington County, NJ

Roof Replacement for Outer Housing Units

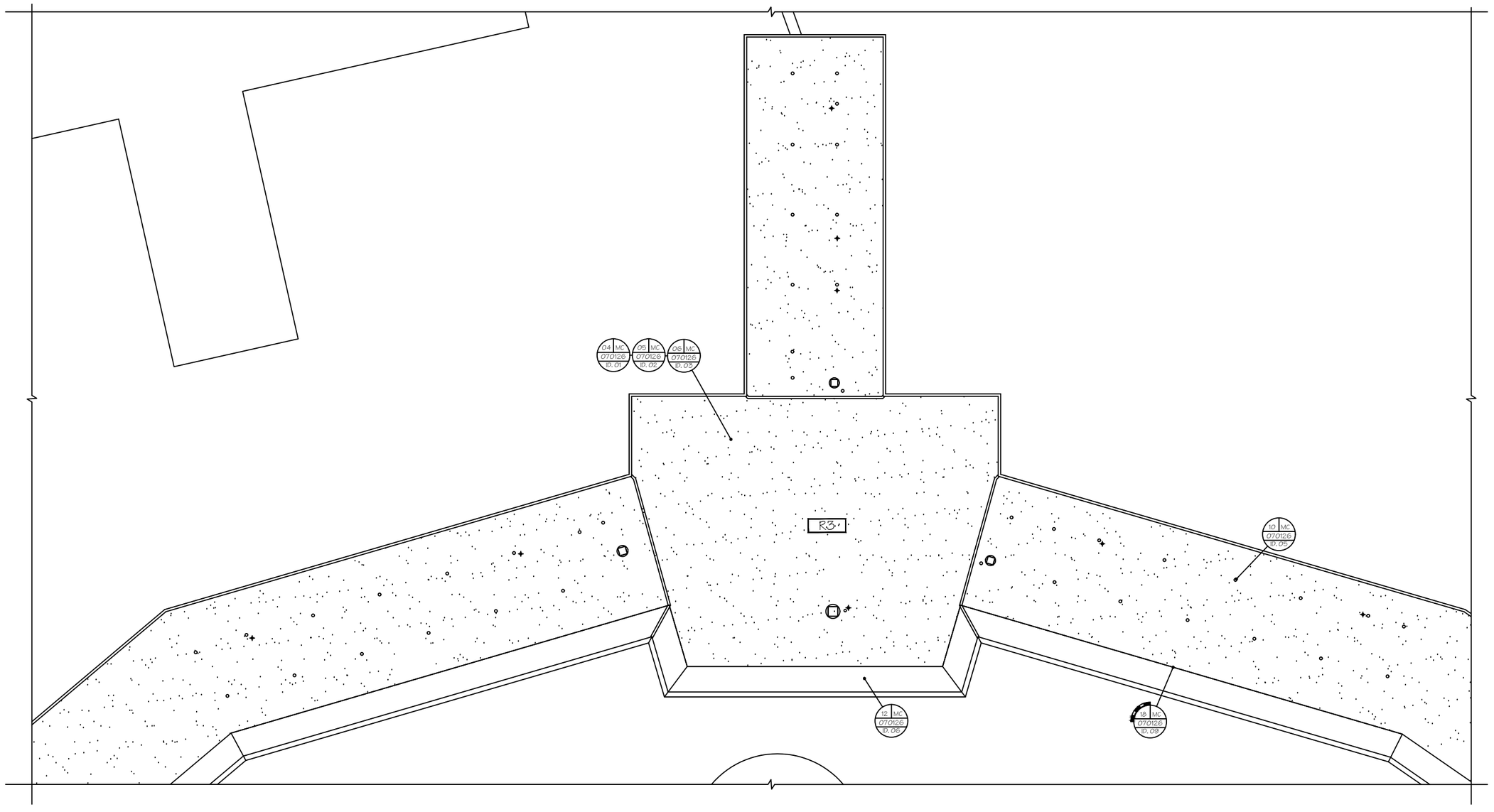
Drawing Title:
East House Sample Location Plan

Drawing No.
HA.2

Sheet: 2 of 4

■ Mathieu Chapuis, Building Inspector
■ Certificate No. ACC-1025-6-022

Date: 7-17-2026
Drawn by: WWJ
Scale: AS NOTED
Checked by: MC
USAEMI Project No.: 26-020492-04
DFMC Project No.: C1102-00



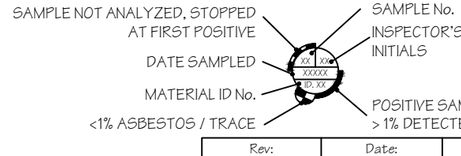
1 HA.3

SOUTH HOUSE - ROOF SAMPLE LOCATION PLAN

SCALE: NONE

TRUE NORTH

- BULK SAMPLE LOCATION LEGEND -



Rev:	Date:	By:

Mathieu Chapuis, Building Inspector
Certificate No. ACC-1025-6-022

Date: 7-17-2026
Drawn by: WWJ
Scale: AS NOTED
Checked by: MC
USAEMI Project No.: 26-020492-04
DFMC Project No.: C1102-00

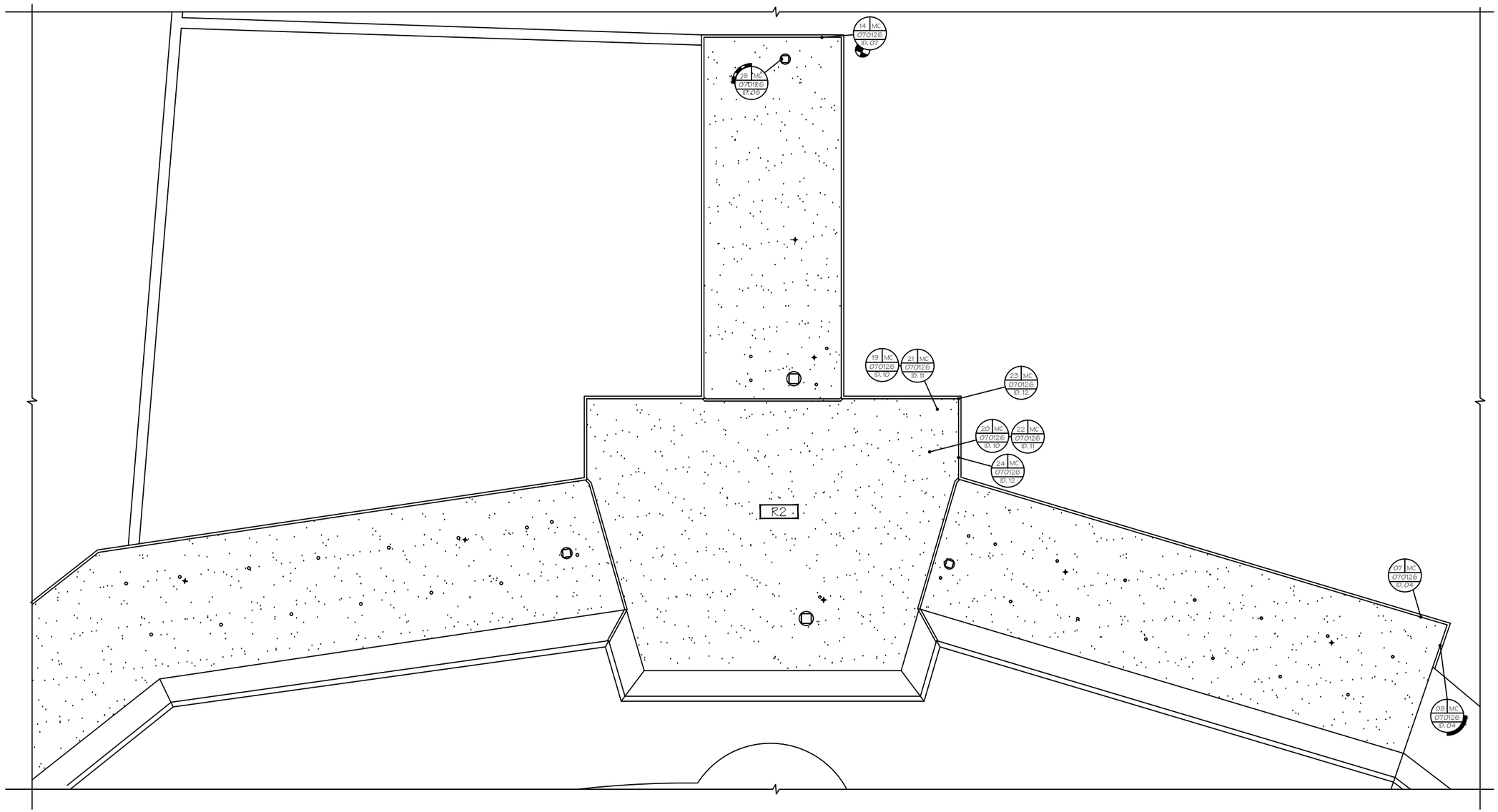
USA Environmental Management, Inc.
344 West State Street
Trenton, NJ 08618
609.656.8101
Environmental, Engineering & Construction

Garden State Youth Correctional Facility
55 Hogback Road
Chesterfield, Burlington County, NJ

Roof Replacement for Outer Housing Units

Drawing Title: South House Sample Location Plan

Drawing No. HA.3

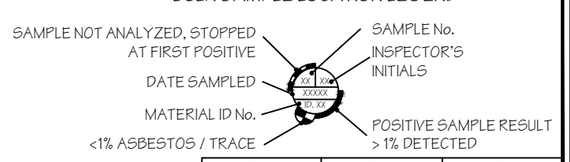


1 / HA.4 WEST HOUSE - ROOF SAMPLE LOCATION PLAN

SCALE: NONE

TRUE NORTH

- BULK SAMPLE LOCATION LEGEND -



Rev:	Date:	By:

USA Environmental Management, Inc.
344 West State Street
Trenton, NJ 08618
609.656.8101
Environmental, Engineering & Construction

Garden State Youth Correctional Facility
55 Hogback Road
Chesterfield, Burlington County, NJ

Roof Replacement for Outer Housing Units

Drawing Title: West House Sample Location Plan

Drawing No. HA.4

Sheet: 4 of 4

USAEM Project No.: 26-020492-04

DFMC Project No.: C1102-00

Scale: AS NOTED

Checked by: MC

Date: 7-17-2026

Drawn by: WWJ

■ Mathieu Chapuis, Building Inspector
■ Certificate No. ACC-1025-6-022

APPENDIX “II”

SAMPLE BACKGROUND CHECK APPLICATION FORMS

COMPLETE FORM IN BLUE INK ONLY

NEW JERSEY DEPARTMENT OF CORRECTIONS
SPECIAL INVESTIGATIONS DIVISION
PO BOX 863 TRENTON, NJ 08625

NJDOC, RCRP, CONTRACT VENDOR EMPLOYEES, VOLUNTEERS & INTERNS

APPLICATION FOR CLEARANCE AND ISSUANCE OF ID CARDS

Using **BLUE ink** only, all applicants must complete this pre-screening application in its entirety and will be subject to a criminal history background check as a condition of employment. Any omission or falsification of the requested information may render the application void and be just cause for denial of employment or immediate termination if employed. In addition, any applicant appearing on the permanent statewide ban list will be denied clearance.

Check one: ☐ New ☐ Promotion ☐ Renewal ☐ Background Check Only (No ID Issued)

If new, have you ever been employed by the NJDOC in any capacity? ☐ Yes ☐ No

**If yes, provide dates of employment, position and reason for leaving:*

Check one:

☐ **Civilian**
☐ **Temporary** ☐ DOHHS ☐ CFG ☐ OTHER: _____
☐ **Volunteer** ☐ RUTGERS ☐ Gateway ☐ RCRP: _____
☐ **Custody**

NAME: _____ ****SS #:** _____
(LAST) *(FIRST)* *(M.I)*

AKA: _____
(OTHER NAMES USED SUCH AS MAIDEN NAME, ADOPTIONAL, RELIGIOUS, ETC.)

DATE OF BIRTH: _____/_____/_____ **PLACE OF BIRTH:** _____
(State or Country)**If you are a Naturalized Citizen, Naturalization paperwork must be attached.*

SEX: _____ **EYES:** _____ **HAIR:** _____ **COMPLEXION:** _____ **HT:** _____ **WT:** _____

****RACE:** ☐Asian ☐ Black ☐ Indian ☐ White ☐ Other _____

*****Completion of this part is mandatory. The information is to be used only for identification purposes and not as a basis for hire.***

DRIVER' S LIC. #: _____
(State) (Number)

MARKS, SCARS AND TATTOOS

TYPE (Scar, Mark, Tattoo)	**BODY PART** (Back, Shoulder, Leg)	**SIDE** (Left, Right, Front, Back)	**DESCRIPTION** (Rose with hearts. "RIP Rover". Skull. Burn marks. "232")

CONTACT INFORMATION

HOME ADDRESS: _____
(APT #, STREET)

_____
(CITY) (STATE) (ZIP CODE)

HOME PHONE #: _____ **CELL PHONE #:** _____

EMAIL ADDRESS: _____

PREVIOUS HOME ADDRESSES (*Last ten years.)*

DATE FROM	DATE TO	ADDRESSES	CITY	STATE	ZIP

ARRESTS, CONVICTIONS, SUMMONSES, EXPUNGEMENT OF RECORDS

For the purpose of this application the following words are defined as:

ARREST: Includes any detaining, holding or taking into custody by police or any other law enforcement agency in this and/or any other state or foreign country.

CHARGE: Includes any indictment, complaint, summons or other notice of the alleged commission of any offense in this and/or any other state or foreign country.

OFFENSE: Includes all high misdemeanors, felonies, misdemeanors, disorderly persons/petty disorderly persons offenses under the criminal code of New Jersey or any other jurisdiction. Also included are local/municipal ordinance violations within this state or any other jurisdiction.

EXPUNGEMENT: Includes the extraction and isolation of all records on file within any court, detention or correctional facility, law enforcement or criminal justice agency concerning a person's detection, arrest, detention, trial or disposition of an offense within the criminal justice system.

☐ Yes ☐ No **Have you ever been arrested, indicted, charged with and/or convicted of any offenses as defined above in this state or any other jurisdiction?** *If yes, then list below. Must also include all expungements, conditional discharges and pre-trial interventions, as well as DUI/DWI, domestic violence and juvenile offenses.*

NATURE OF CHARGE, ARREST OR CONVICTION	DATE OF INCIDENT	AGE AT TIME OF INCIDENT	NAME OF POLICE AGENCY OR COURT	DISPOSITION *(Convicted, Not Guilty, Dismissed, etc.)*

**If more space is needed, please provide requested information on a separate sheet of paper.*

☐ YES ☐ NO **DO YOU PRESENTLY HAVE ANY PENDING OFFENSES AS DEFINED ABOVE?** *If "YES", explain below.*

NATURE OF CHARGE OR ARREST	DATE OF INCIDENT	AGE AT TIME OF INCIDENT	NAME OF POLICE AGENCY OR COURT	SCHEDULED COURT DATES IF ANY

**If more space is needed, please provide requested information on a separate sheet of paper.*

INCARCERATION, SUPERVISION & INMATE CONTACT

☐ YES ☐ NO **HAVE YOU EVER BEEN INCARCERATED WITHIN THE NJDOC OR ANY OTHER JURISDICTION?**
If "YES", explain below. Include SBI #, dates of incarceration and facilities.

☐ YES ☐ NO **HAVE YOU EVER ENGAGED IN SEXUAL ABUSE IN A PRISON, JAIL, LOCKUP, COMMUNITY FACILITY, JUVENILE FACILITY OR OTHER INSTITUTION (as defined by U.S.C. 1997)?**

☐ YES ☐ NO **HAVE YOU EVER BEEN CIVILLY OR ADMINISTRATIVELY FOUND OF ENGAGING, OR ATTEMPTING TO ENGAGE IN SEXUAL ACTIVITY IN THE COMMUNITY FACILITATED BY FORCE, OVERT OR IMPLIED THREATS OF FORCE, OR COERCION, OR IF THE VICTIM DID NOT CONSENT OR WAS ABLE TO CONSENT OR REFUSE?**

☐ YES ☐ NO **HAVE YOU EVER HAD ANY INTERACTION WITH AN INTERNAL AFFAIRS UNIT, PROFESSIONAL STANDARDS UNIT OR ANY OTHER INVESTIGATIVE DIVISION**? *If "YES", explain below:*

☐ YES ☐ NO **ARE YOU CURRENTLY ON PROBATION, PAROLE OR ANY OTHER COURT MANDATED SUPERVISION?**
If "YES", explain below.

☐ YES ☐ NO **HAVE YOU BEEN UNDER SUPERVISION OF PROBATION, PAROLE OR ANY OTHER COURT MANDATED SUPERVISION WITHIN THE LAST 36 MONTHS?** *If "YES", explain below?*

DATE FROM	DATE TO	SUPERVISION TYPE	LOCATION OF SUPERVISION	NAME & NUMBER OF PERSON YOU REPORTED TO

☐ YES ☐ NO **TO YOUR KNOWLEDGE DO YOU HAVE ANY BUSINESS OR PERSONAL RELATIONSHIPS WITH CURRENT OR PREVIOUS INMATES WITHIN THE NJDOC? THIS INCLUDES, BUT IS NOT LIMITED TO, ANY ACQUAINTANCES OR FAMILY MEMBERS.** *If "YES", explain below.*

☐ YES ☐ NO **HAVE YOU EVER BEEN ON AN INMATE'S VISIT LIST or VISITED A NJDOC INMATE?**
If "YES", explain below.

☐ YES ☐ NO **TO YOUR KNOWLEDGE ARE YOU OR WERE YOU EVER ON A NJDOC INMATE'S PHONE/PIN LIST?**
If "YES", explain below.

CURRENT/ FORMER INMATE	SBI	INMATE NAME	RELATION	CONTACT TYPE (VISIT, PHONE, MAIL, NONE, ETC)

**If more space is needed, please provide additional information on a separate sheet of paper.*

☐ YES ☐ NO **ARE YOU CURRENTLY, OR HAVE YOU EVER BEEN AFFILATED WITH AND/OR A MEMBER OF ANY SUBVERSIVE ORGANIZATION, ASSOCIATION, MOVEMENT OR GROUP, INCLUDING GANGS (BLOODS, CRIPS, LATIN KINGS, NETAS, MS-13, SKINHEADS, ORGANIZED CRIME OR ANY OTHER GANG)?** *If "YES", explain below.*

DATE	GROUP, GANG & SET	RANK OR ROLE	LOCATION

☐ YES ☐ NO **HAVE YOU EVER BEEN EMPLOYED BY THE NEW JERSEY DEPARTMENT OF CORRECTIONS OR ASSOCIATED HALFWAY HOUSES IN ANY CAPACITY? IF YES, EXPLAIN.**

ACKNOWLEDGEMENT AND AUTHORIZATION

I certify that the information on this application is complete and accurate to the best of my knowledge. I understand that any omissions or falsification of this application may result in my denial of employment or immediate termination if already employed. I hereby authorize the release of any and all information regarding me, to the NJ Department of Corrections, at their request, in order that they may determine my suitability for employment.

SIGNATURE OF APPLICANT: _____ DATE: _____

*******************FOR NJDOC CONTACT USE ONLY********************

TITLE APPLYING FOR: _____ LOCATION:_____

CONTACT NAME: _____ TITLE: _____

DIVISION/BUREAU/UNIT: _____PHONE: _____

CONTACT SIGNATURE: _____ DATE: _____

*******************FOR RCRP CONTACT USE ONLY********************

TITLE APPLYING FOR: _____ANTICIPATED HIRE DATE:_____

RCRP NAME:_____LOCATION:_____

HOURS_____DAYS:_____

_____ is a potential employee of _____.
APPLICANT NAME **RCRP NAME**

(A criminal background check of this potential employee is required prior to employment., to comply with Department of Corrections Contract Program hiring policy).

_____ _____ _____
NAME **TITLE** **DATE**

******************FOR SPECIAL INVESTIGATIONS DIVISION USE ONLY******************

THE APPLICANT'S CRIMINAL HISTORY RECORD INDICATES:

_____	_____	_____	_____
ARREST & CONVICTION	**ARREST & NO CONVICTION**	**CONVICTION & NO ARREST**	**NO RECORD**

_____	_____	_____
NAME	**TITLE**	**DATE**

******************FOR CONTRACT ADMINISTRATION UNIT********************

The above-mentioned applicant (has) (has not) been cleared for employment at the aforementioned Contract Program.

_____	_____
DATE	**OCP/CAU DESIGNEE**

******************FOR DIRECTOR, OFFICE OF COMMUNITY PROGRAMS********************

The above-mentioned applicant (has) (has not) been cleared for employment at the aforementioned Residential Community Release Program by the Director, Office of Community Programs.

_____	_____
DATE	**DIRECTOR OR DESIGNEE** **OFFICE OF COMMUNITY PROGRAMS**