

Project # T0711-00

Bulletin A

Revised June 24, 2025

STATE OF NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION PO BOX 034, TRENTON, NJ 08625-0034

PROJECT#: T0711-00

A/E: SCHILLER AND HERSH ASSOCIATES, INC.

DATE: January 15, 2026

BULLETIN A

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefor.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

A) DIANE B. ALLEN EQUAL PAY ACT

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.).

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>

LWD forms may be obtained from the online web site at: https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf

B) NJ SUPPLIER DIVERSITY MANAGEMENT SYSTEM – B2GNOW

The State of New Jersey has partnered with software firm B2GNow to develop and implement a Supplier Diversity Management System (“SDMS”) which will be used to track spending on all state contracts. As part of implementing the SDMS, all Contractors will have various administrative obligations to use and update the SDMS as follows:

Prime Contractor Responsibilities:

1. 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.
2. 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.
3. 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.
4. Training for any personnel who are going to be using the SDMS will be provided by B2GNow, at no cost to the Prime Contractor, subcontractors, material suppliers, or to the State. The SDMS website is available at:
<https://nj.diversitycompliance.com/?TN=nj>

C) WORKPLACE ACCOUNTABILITY IN LABOR LIST (WALL)

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>

D) IMPORTANT CONTRACTOR INFORMATION – FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM REGISTRATION):

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. Please see the attached Certification of Non-Debarment Form to be submitted prior to Contract Award.

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.

E) EMPLOYEE MISCLASSIFICATION

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.

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.

F) NOTICE OF POST-BID MEETING:

- a. After the bids are received and opened, the Apparent Low Bidder is required to attend a Post-Bid meeting at the State's offices at the date, time and location listed herein.
- b. The Apparent Low Bidder must bring the following to the Post-Bid meeting concerning the work they are performing by their own forces:
 - i. The itemized estimate used in preparation of the bid submission; and
 - ii. The estimator, or other authorized person who can discuss the itemized estimate; and
 - iii. An employee of the company who is authorized to sign the Post-Bid Review meeting minutes.
- c. 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:
 - i. The itemized estimate used in preparation of the bid submission; and
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
- d. A Post-Bid meeting will be held (tentative and to be confirmed after bids are reviewed):

DATE: TBD

TIME: 10:00 AM

LOCATION: DPMC, 20 W State St, Trenton, NJ or Teleconference

G) AMENDMENTS TO THE INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS OF THE CONTRACT

Amend the Instructions to Bidders of the Contract as follows:

IB 1 BID PROPOSALS

Replace IB 1.1 in its entirety with the following:

IB 1.1 Bid Proposals will only be accepted through the Bid Express system. Proposals must be complete and properly submitted 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.

Replace IB 1.2 in its entirety with the following:

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

Replace IB 1.3 in its entirety with the following:

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 This section is deleted in its entirety.

Replace IB 1.5 in its entirety with the following:

IB 1.5 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 at the time the bid is submitted.

Replace IB 1.6 in its entirety with the following:

IB 1.6 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.

Replace IB 1.7 in its entirety with the following:

IB 1.7 All amounts in the Bid Express Bid Proposal Form shall be stated in numerical figures only.

Replace IB 1.8 in its entirety with the following:

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) scanned version of the bid security as further described in Section IB6.

Replace IB 1.9 in its entirety with the following:

IB 1.9 Proposals shall remain open for acceptance and may not be withdrawn for a period of 60 calendar days after the bid closing date. Bidders must honor their prices for 60 days following the bid closing date.

Replace IB 1.11 in its entirety with the following:

b. MacBride Principles - Pursuant to N.J.S.A. 52:34-12.2, a bidder must certify prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates pursuant to N.J.S.A. 52:34-12.2, 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, s/he

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.

c. 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 to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, 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, s/he 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. This form must be submitted by the bidder prior to contract award.

IB 2 BID MODIFICATIONS

Replace IB 2.1 in its entirety with the following:

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 This section is deleted in its entirety

Replace IB 2.3 in its entirety with the following:

IB 2.3 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

Replace IB 3.1, Items b, c and d in its entirety with the following:

b. 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 so rejected may request a hearing before the Director by filing a written notice.

Replace IB 3.2, in its entirety with the following:

IB 3.2 The bidder to be awarded the contract shall execute and deliver the requisite contract documents, including payment and performance bonds, 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

Replace IB 4.3, in its entirety with the following:

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.

Replace IB 4.4, in its entirety with the following:

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.

Replace IB 4.5, in its entirety with the following:

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

Replace IB 5.1 in its entirety with the following:

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.

Replace IB 5.2 in its entirety with the following:

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.

Replace IB 5.5 in its entirety with the following:

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/prevaling-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

Replace IB 5.6 in its entirety with the following:

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

www.state.nj.us/njbgs/services.html or by calling (609) 292-7077 or (609) 292-1730. 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 DEPOSIT AND BID BOND

Replace IB 6.1 in its entirety with the following:

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. In addition, 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.

Replace IB 6.3 in its entirety with the following:

IB 6.3 The scanned copy of the Bid Bond submitted via BidExpress 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.

Replace IB 6.4 in its entirety with the following:

IB 6.4 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 7 PERFORMANCE AND PAYMENT BOND

Replace IB 7.1 in its entirety with the following:

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.

Replace IB 7.3 in its entirety with the following:

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 8 BULLETINS AND INTERPRENTATIONS

Replace IB 8.2 in its entirety with the following:

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 and mailed by certified mail, return receipt requested, or 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 12 OFFER OF GRATUITIES

Replace IB 12.1, Items a, b, c, d, e and f in their entirety with 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 NJSA 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.

Amend the General Conditions of the Contract as follows:

ARTICLE 1 – GENERAL PROVISIONS

1.2 CONTRACT DOCUMENTS TO BE PROVIDED BY DPMC

Delete 1.2 in its entirety.

1.5 ASSIGNMENTS

Delete 1.5 in its entirety and replace with the following:

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.

ARTICLE 4 – THE CONTRACTOR

4.1 REVIEW OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS

Delete 4.1.1 in its entirety and replace with the following:

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.

4.3 PERMITS, LAWS, AND REGULATIONS

Delete 4.3.1 in its entirety and replace with the following:

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.

Delete 4.3.7 in its entirety and replace with the following:

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

Delete 4.3.9 in its entirety and replace with the following:

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 said work is in progress.

Delete 4.3.13 in its entirety and replace with the following:

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

Delete 4.4.2 in its entirety and replace with the following:

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.

4.9 EXCAVATIONS, CUTTING AND PATCHING

Delete 4.9.1 in its entirety and replace with the following:

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.

4.11 EQUIPMENT AND MATERIALS

Delete 4.11.5 in its entirety and replace with the following:

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. See N.J.S.A. 52:33-2.

4.12 TEMPORARY FACILITIES

Delete 4.12.5, Item a in its entirety and replace with the following:

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.

4.15 PROTECTION/SAFETY

Delete 4.15.2, Item c in its entirety and replace with the following:

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.

4.17 LAYOUT AND DIMENSIONAL CONTROL

Delete 4.17.1 in its entirety and replace with the following:

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.

4.18 PROJECT SIGN

Delete 4.18 in its entirety and replace with the following language:

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

4.20 DPMC FIELD OFFICE

Delete 4.20.1 in its entirety and replace with the following language:

A separate on-site field office for the use of DPMC personnel is not required for this project.

Delete 4.20.2 in its entirety and replace with the following language:

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

Delete 4.21.1 in its entirety and replace with the following language:

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.

ARTICLE 5 - SUBCONTRACTORS

5.1 SUBCONTRACTORS AND MATERIAL SUPPLIER APPROVALS

Delete 5.1.1 in its entirety and replace with the following:

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.

Delete 5.1.2 in its entirety and replace with the following:

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.

5.2 CONTRACTOR-SUBCONTRACTOR RELATIONSHIP

Delete 5.2.3 in its entirety

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

Revise Article 6 as follows:

6.1 GENERAL

Delete 6.1 in its entirety and replace with the following:

The Contractor shall be required to provide Graphic Format progress schedules, as defined in section 6.3 below.

6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD - CPM CONSULTANT RETAINED BY THE STATE).

Delete 6.2 in its entirety

6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR.

Delete 6.3 in its entirety and replace with the following language:

6.3.1 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.

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

6.3.2 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.

6.3.2.1 The Schedule must be accurate in its depiction of all project activities.

6.3.2.2 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.

6.3.2.3 The Schedule must show the project's critical path.

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

6.3.2.5 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.

6.3.2.6 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.

6.3.3 The Schedule as the project record: The contractor agrees that the Schedule shall constitute the official historical record of project's progress.

6.3.4 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.

6.3.4.1 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.

6.3.5 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.

6.3.6 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.

6.3.6.1 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.

6.3.6.2 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.

- 6.3.6.3 *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.*
- 6.3.6.4 *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.*
- 6.3.7 *Submission and review requirements for the project schedule:*
- 6.3.7.1 *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.*
- 6.3.7.2 *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.*
- 6.3.7.3 *The updated schedule must include any activities that were added for any reason including, but not limited to change order work approved to date.*
- 6.3.7.4 *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.*
- 6.3.7.5 *The project schedule shall be reviewed in detail at every bi-weekly progress meeting.*
- 6.3.7.6 *The absence of bi-weekly meetings does not relieve the contractor of his obligation to provide a schedule every two weeks.*
- 6.3.7.7 *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.*
- 6.3.8 *Schedules and payments or extensions of time:*
- 6.3.8.1 *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.*
- 6.3.8.2 *A copy of the current, updated and approved schedule is a required attachment to each application for payment.*
- 6.3.8.3 *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.*

- 6.3.9 *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.*
- 6.3.9.1 *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.*
- 6.3.9.2 *The work plan shall be in greater depth than the overall project schedule.*
- 6.3.9.3 *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.*
- 6.3.9.4 *The work plan shall be a subset of the current schedule and all activities shall coordinate between them.*
- 6.3.9.5 *The absence of a bi-weekly meeting shall not relieve the contractor of his responsibility to provide this work plan.*
- 6.3.9.6 *This work plan is in addition to and not in lieu of the schedule requirements described in Sub-paragraphs 6.3.1 through 6.3.8 above.*
- 6.3.10 *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.*
- 6.3.11 *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

7.5 DELAY, DISRUPTION AND INTERFERENCE

Delete 7.5.2, Contractor's Damage for Delay, Disruption or Interference in its entirety and replace with the following:

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 section 7.5.2 of these General Conditions paragraph. The Contractor expressly agrees that the Contractor's remedy for delay, disruption or 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).

Delete 7.5.3 in its entirety and replace with the following:

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 its 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.

Delete 7.5.5 in its entirety and replace with the following:

7.5.5 The Contractor agrees that said 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.

ARTICLE 9 – PAYMENTS

9.1 INVOICES

Item 9.1.3 shall be renumbered to 9.1.2

Item 9.1.4 shall be renumbered to 9.1.3

Item 9.1.2 shall be renumbered to 9.1.4

Delete 9.1.5, Item a in its entirety and replace with the following:

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);

Delete 9.1.6 in its entirety and replace with the following:

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

Delete 9.2.1 in its entirety and replace with the following:

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.

Delete 9.2.2 in its entirety and replace with the following:

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.

Delete 9.2.3 in its entirety and replace with the following:

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

Delete 9.3.7 in its entirety and replace with the following:

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.

9.8 MISCELLANEOUS

Delete 9.8.1 in its entirety and replace with the following:

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.

ARTICLE 13 – OTHER REQUIREMENTS

13.1 PREVAILING WAGE

Delete 13.1.1, Item a, 1 and 2 in its entirety and replace with the following:

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

13.3 RIGHT TO AUDIT

Delete 13.3.2, replace with the following:

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.

13.4 INSURANCE

Rename 13.4.1, Item b: "Business/Commercial Automobile Liability":

- H) REVISIONS AND/OR CLARIFICATIONS TO THE DRAWINGS, SPECIFICATIONS AND/OR PROJECT REQUIREMENTS:
1. UCC Permits have been paid by the State.
 2. All Technical Sections that reference manufacturers and products are hereby revised to include "Or Approved Equal" unless otherwise noted. Technical Sections of the Specifications have not been reissued as part of this Bulletin A.
 3. "Approved Equal" requests must be presented in writing during the Question and Answer period of the Bid Phase, after which they will not be considered. The Question and Answer period will be provided by the DPMC during the bid phase or announced at the Pre-Bid Meeting. A response will be provided by the Consultant via Bulletin.
 4. As it relates to testing and inspections, all testing and inspections indicated in the specifications shall be performed by a DPMC prequalified firm and arranged and paid for by the Contractor and in no situation by the Owner.
 5. **INSTALLER, MANUFACTURER & FABRICATOR QUALITY ASSURANCE & QUALIFICATIONS:** Eliminate any and all references to "Installer" and/or "Fabricator" quality assurance requirements which specifically pertain to stated minimum required experience in years and number of previous projects. All other requirements for QA/QC, including but not limited to compliance with relevant codes, standards, and manufacturer installation instructions remain applicable.
 6. Delete any and all references to "Supplemental General Conditions".
 7. The Investment Activities in Iran Form is attached to this Bulletin. The apparent low bidder will be required to submit this form prior to Contract Award.
 8. 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.

***Contractors are advised that the firm to be awarded the project will be required to submit a signed certification that the firm complies with all requirements of N.J.S.A. 52:32-60.1 prior to contract award. Please see the attached Certification of Non-Involvement in Prohibited Activities in Russia or Belarus form to be submitted prior to Contract Award.**
 9. See the attached Limited Hazardous Materials Assessment prepared by USA Environmental Management, Inc. dated September 4, 2025.

Project # T0711-00

Bulletin A

Revised June 24, 2025

ATTACHMENTS:

1. Certification of Non-Debarment Form
2. Investment Activities in Iran Form
3. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form
4. Limited Hazardous Materials Assessment prepared by USA Environmental Management, Inc. dated September 4, 2025.

END OF BULLETIN A

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
CERTIFICATION OF NON-DEBARMENT FORM

DPMC Contract No: _____

Contract Name: _____

Contractor Name: _____

Contractor Address: _____

CERTIFICATION

Pursuant to N.J.S.A. 52:32-44.1, I, the undersigned, being duly authorized to complete this certification on behalf of the above-named Contractor, do hereby certify and attest, under the pains and penalties of perjury, that:

- The Contractor is not debarred at the federal level from contracting with the federal government;
- None of the parent entities, subsidiaries, related entities or affiliates of the Contractor are debarred at the federal level from contracting with the federal government;
- I am authorized to execute this certification on behalf of the Contractor;
- I acknowledge that the State of New Jersey is relying on the information contained herein;
- I acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contract(s) with DPMC to notify DPMC in writing of any changes to the information contained herein; and
- I acknowledge that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution, and such misrepresentation may be considered fraudulent, and/or a material breach of the Contractor's contract(s) with the State of New Jersey.

If DPMC finds a person or entity to be in violation of the law, it shall take action as may be appropriate and permitted by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and/or seeking debarment or suspension of the party.

Signature: _____

Print Name: _____

Title: _____

Date: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION # AND TITLE: _____

BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposalor otherwise proposes to enter into or renew a contract with the State of New Jersey must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the Director of the Division of Property Management and Construction finds a person or entity to be in violation of the law, s/he 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/or seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

_____ Signature of Vendor’s Authorized Representative	_____ Date
_____ Print Name and Title of Vendor’s Authorized Representative	_____ Vendor’s FEIN
_____ Vendor’s Name	_____ Vendor’s Phone Number
_____ Vendor’s Address (Street Address)	_____ Vendor’s Fax Number
_____ Vendor’s Address (City/State/Zip Code)	_____ Vendor’s Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

LIMITED HAZARDOUS MATERIALS ASSESSMENT
For
**RESTROOM RENOVATIONS AND
WASTE PIPE REPLACEMENT**
At
CARNEYS POINT REST AREA
452 SOUTH PENNSVILLE-AUBURN ROAD
CARNEYS POINT, SALEM COUNTY, NEW JERSEY

DPMC PROJECT NO. T0711-00

Prepared for:

Schiller & Hersh Associates, Inc.
636 Skippack Pike, Suite 200
Blue Bell, New Jersey 19422

Prepared by:

USA Environmental Management, Inc.
344 West State Street
Trenton, New Jersey 08618

USAEMI Project No.: 25-020883-02

Report Date: September 4, 2025



USA Environmental Management, Inc.
Environmental Engineering Construction

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	SURVEY FOR ASBESTOS-CONTAINING MATERIALS.....	3
2.1	Asbestos History.....	3
2.2	Asbestos Inspection.....	4
2.3	Asbestos Summary.....	6
2.4	Asbestos Assessment Disclaimer.....	7
2.5	Asbestos Recommendations.....	8
2.6	Asbestos Laboratory Accreditation.....	8
3.0	SURVEY FOR LEAD PAINT.....	9
3.1	Lead Paint History.....	9
3.2	Lead Paint Sampling.....	9
3.3	XRF Result Ranges.....	10
3.4	Lead Paint Recommendations.....	11
4.0	SURVEY FOR NON-LIQUID POLYCHLORINATED BIPHENYLS (PCBs).....	11
4.1	PCBs History.....	11
4.2	Non-Liquid PCBs (Caulk/Sealant) Testing Parameters.....	12
4.3	Non-Liquid PCBs (Caulk/Sealant) Results.....	12
4.4	Non-Liquid PCB Recommendations.....	13
4.5	Non-Liquid PCBs Laboratory Accreditation.....	13
5.0	INSPECTOR CERTIFICATION(S).....	14

APPENDICES

APPENDIX A	<i>Asbestos Certificates of Analysis Chain of Custody Records</i>
APPENDIX B	<i>XRF Field Data Sheet XRF Performance Characteristics Sheet</i>
APPENDIX C	<i>Non-Liquid PCB Certificates of Analysis Non-Liquid PCB Chain of Custody Records</i>
APPENDIX D	<i>Laboratory Certifications Inspector Licenses</i>
APPENDIX E	<i>Asbestos Sample Location Plan</i>

1.0 INTRODUCTION

USA Environmental Management, Inc. (USAEMI) was contracted by Schiller & Hersh Associates, Inc. to conduct a limited hazardous materials assessment of Carneys Point Rest Area located at 452 South Pennsville-Auburn Road, Carneys Point, Salem County, New Jersey. The objective of the inspection was to determine the presence or absence of asbestos, lead paint, and non-liquid polychlorinated biphenyl (PCBs), which may be impacted during the planned Restroom Renovations and Waste Pipe Replacement project (State of New Jersey, Department of the Treasury, Division of Property Management & Construction Project No. T0711-00).

The assessment was limited to the interior and exterior portions of the Carneys Point Rest Area, where intended renovations/impacts are expected during the planned Restroom Renovations and Waste Pipe Replacement.

The limited hazardous materials assessment was conducted on August 14, 2025, by USAEMI representatives Mathieu Chapuis and William Weisgarber, Jr. Both technicians are certified United States Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA) Asbestos Building Inspectors. Additionally, Mr. Chapuis and Mr. Weisgarber are certified by the 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 exposures were 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.

NESHAPs 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 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 renovation or demolition that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. This includes gasket materials.

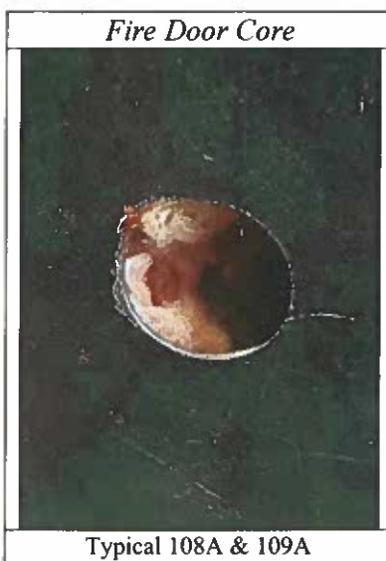
2.2 Asbestos Inspection

This inspection for ACM included suspect materials that may be impacted during the Restroom Renovations and Waste Pipe Replacement project. Wherever possible, an attempt was made to determine the presence of hidden materials. Limited destructive sampling was conducted to expose potential suspect materials.

USAEMI engaged a subcontractor to complete coring and exploratory related services. The subcontractor created four-inch (4") cores through the existing concrete slab and a one-inch (1") core/hole into a suspected fire door. The purpose of this exploratory work was to verify the presence or absence of asbestos materials, including vapor barrier beneath the slab and fire door insulation. The coring revealed a plastic vapor barrier below the concrete slab and fiberglass

interior fire door insulation. Neither material is considered suspect asbestos. All floor core locations were re-grouted following the work. Photographic documentation of the cores is provided in the images below:





USAEMI collected the necessary number of bulk samples to properly identify ACM. All samples collected were 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 homogenous 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 are indicated in *italics bold*.

2.3 Asbestos Summary

During the assessment, USAEMI noted a total of fifteen (15) suspect materials which may be impacted during the Carney Point Rest Area – Restroom Renovations and Waste Pipe Replacement

project. The suspect-identified materials were sampled in sufficient quantity as mandated by 40 CFR, Part 763.87(a). Of the materials analyzed, **none** met the EPA criteria for asbestos-containing materials (greater than one percent (>1%) asbestos by weight). Materials sampled for asbestos content are listed below:

Table 1 – Summary of Materials					
ID No.	Material Description	Asbestos Content			
		PLM		TEM	
		D ¹	JC ²	C ³	Not Applicable
01	Gypsum Paper Drywall and Associated Joint Compound	NAF ⁴	NAF	NAF	
02	Grey Grout Associated with Ceramic Wall and Floor Tile	No Asbestos Found			Not Applicable
03	White Caulk at the Sink to Wall Interface	No Asbestos Found			None Detected
04	White Caulk at the Ceiling to Wall Interface	No Asbestos Found			None Detected
05	Grey Interior Window Caulk	No Asbestos Found			None Detected
06	White Caulk at the Urinal to Wall Interface	No Asbestos Found			None Detected
07	White Caulk at the Toilet to Wall Interface	No Asbestos Found			None Detected
08	Grey Cementitious Mortar Associated with Concrete Masonry Unit (CMU) Wall	No Asbestos Found			Not Applicable
09	Grey Packing/Sealant at Joints of Waste Pipes	No Asbestos Found			Not Applicable
10	White Smooth Finish Coat Ceiling Plaster	No Asbestos Found			Not Applicable
11	Grey Rough Coat Ceiling Plaster Associated with ID No. 10	No Asbestos Found			Not Applicable
12	Multi-Layered Cementitious Flooring Below Ceramic	No Asbestos Found			Not Applicable
13	Grey Mineral Coat Rolled Roofing	No Asbestos Found			None Detected
14	Black Tar Roofing Sealant at Roof Seams	No Asbestos Found			None Detected
15	White Flashing at Exhaust Vents	No Asbestos Found			None Detected

- Notes:
- ¹ = Drywall
 - ² = Joint Compound
 - ³ = Composite analysis per 40 CFR Part 61[FRL-5399-3] Asbestos NESHAP Clarification Regarding Analysis of Multi-Layered Systems Federal Register / Vol. 60, No. 243
 - ⁴ = No Asbestos Found

2.4 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 included limited 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
- 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.

2.5 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.

2.6 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:

BATTA LABORATORIES, LLC
6 GARFIELD WAY
NEWARK, DELAWARE 19713-5817

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 ($\mu\text{g}/\text{m}^3$), and an action level of $30 \mu\text{g}/\text{m}^3$, 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 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-calibrations 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 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 that have the potential for impact associated with the Restroom Renovations and Waste Pipe Replacement project (T0711-00) and initiate the OSHA Lead in Construction Standard with any detectable lead paint.

Table 2 – OSHA Detectable Lead Paint							
Test No.	Room/Location	Wall **	Substrate	Component	Lead (mg/cm ²)	EPA/HUD	OSHA
29	108A	C	Metal	Door	4.13	Positive	Positive
30	108A	C	Metal	Door Buck	3.86	Positive	Positive
33	109A	C	Metal	Door	4.18	Positive	Positive
34	109A	C	Metal	Door Buck	4.02	Positive	Positive

Note ++ = Wall "A" Corresponds to the North wall facing the parking lot and 295 North - 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-containing paint or 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 $\geq 0.5\%$ 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, and 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 §6E 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

Various 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 and Health (NIOSH) Method 8082A *Polychlorinated Biphenyls (PCBs) by Gas Chromatography*, Hazardous Waste Test Method SW-846. The results of each sample and corresponding Certificates of Analysis can be found in Appendix C 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 marketed 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 percentage of chlorine content by weight. The summary tables include the sample number, whether the sample was a composite or a grab, the location, 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 the suspect non-liquid PCBs testing results at Carneys Point Rest Area, which may be impacted by the planned renovations. Of the samples collected and analyzed, **none** were greater than, or equal to, 50 mg/Kg (the EPA's level of concentration for hazardous waste). This table includes the sample number if 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 PCBs Summary

Sample No.	Location	Material (ID)	Aroclor Detected
01 PCB 081425 Composite	Rooms 102, 103, and 104	White Caulk at the Sink to Wall Interface (02) White Caulk at the Urinal to Wall Interface (06) White Caulk at the Toilet to Wall Interface (07)	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
02 PCB 081425 Composite	Rooms 102 and 104	White Caulk at the Ceiling to Wall Interface (04)	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
03 PCB 081425 Composite	Rooms 102 & 104	Grey Interior Window Caulk (05)	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 PCB 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 PCBs 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 laboratories indicated below are approved as a Nationally Accredited

Environmental Laboratory to perform the analysis of PCBs per the EPA SW-846 Test Method 8082A.

EUROFINS ENVIRONMENT TESTING – EDISON
777 NEW DURHAM ROAD
EDISON, NEW JERSEY 08817

5.0 INSPECTOR CERTIFICATION(S)

The inspectors who physically surveyed for the facility and have received EPA-approved training as asbestos inspectors and/or New Jersey lead inspectors are:

MATHIEU CHAPUIS and WILLIAM WEISGARBER, JR.
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 information contained within this inspection report is true and correct concerning site conditions at the time of survey only.