To: All Vendors Bidding on The College of New Jersey
Holman Hall Demolition Project

From: Roselle Horodeski
Finance & Business Services

Date: October 9, 2013

ADDENDUM NO. 1

REFERENCE: The College of New Jersey
Holman Hall Demolition
AB140006

Date of Original Bidding Documents: September 22, 2013

INTENT: This Addendum forms a part of the Contract Documents and modifies the original
Bidding Documents and Prior Addenda, if any, as identified above. Acknowledge
receipt of this Addendum in the space provided on the Bid Form. Failure to do so
may subject Bidder to disqualification.

CLARIFICATION:
The bid due date is Friday, October 18, 2013 at 2:00 p.m.

REVISED DRAWING:
Remove Drawing CD-101 – Site Demolition Plan dated 8/30/13 and replace with Revised Drawing CD-101 –
Site Demolition Plan dated 10-9-13

Remove Drawing CD-102 – Soil Erosion Plan and Details dated 8/30/13 and replace with Revised Drawing
CD-102 – Soil Erosion Plan and Details dated 10-9-13

Remove Drawing HD-101 – ACM Identification & Removal Plan dated 8/30/13 and replace with Revised

Remove Drawing AD001 – Typical Symbols, Abbreviations, & Notes dated 8/30/13 and replace with Revised

Remove Drawing ED101 – Electrical Demolition Plan dated 8/30/13 and replace with Revised Drawing ED101

Remove Specification Section 024112 dated 8/30/13 and replace with Revised Specification Section 024112
dated 10/9/13.

Remove Specification Section 026200 dated 8/30/13 and replace with Revised Specification Section 026200
dated 10/9/13.
Remove Specification Section 028213, Item 1.6 Indemnification dated 8/30/13.

CONSTRUCTION BID PROPOSAL FORM:
Remove Construction Bid Proposal Form issued with original bid documents and replace with the attached. Bidder is to disclose Lead and Asbestos subcontractor on Subcontractor Information page of Construction Bid Proposal Form.

CONTRACTOR QUESTIONS:
Question 1: Do you have a PLA in place, (Project Labor Agreement) with the local union?
Response: No.

Question 2: Please clarify bid due date and time:
Milestone Schedule lists bids received on Oct 18th
Notice of intent to award Oct 22nd
Bid Advertisement – due date 2pm on Oct 22nd
Response: See Clarification above.

PRE-BID SIGN-IN SHEET:
The pre-bid sign-in sheet is attached and is to be included as part of the contract.

ATTACHMENT- Revised Drawing CD-101
    Revised Drawing CD-102
    Revised Drawing HD-101
    Revised Drawing AD001
    Revised Drawing ED101
    Pre-Bid Sign-In Sheet
    Construction Bid Proposal Form

END OF ADDENDUM NO. 1
### Materials identified to be ACM within Inspected Areas

- Adhesive associated with whiteboards
- Kiln exhaust hood transite
- 3rd Floor - Restrooms
- Window glazing putty
- Blackboard and associated adhesive
- Elevator fire doors
- 2nd Floor - Corridors, Room 264B
- Fire doors
- Loose fire brick
- 3rd Floor - Rooms 315, 317, 377
- 12" square mottled beige with brown floor covering materials (Tiles, Linoleum)
- 4th Floor - Restrooms
- Black sink coating

**EYP Architecture & Engineering of NJ, Inc**

2nd Floor - Corridors, Room 264B, 264

### ACM Items and Requirements

- All ACM items and requirements shall be removed and replaced with materials approved by the Contractor. ACM shall be removed and replaced with materials approved by the Contractor.

### ACM Identification & Removal Plan

**HOLMAN HALL DEMOLITION**

**THE COLLEGE OF NEW JERSEY**

**EWING, NEW JERSEY**

**Note:**

- The removal of all ACM and assumed ACM listed in the above table and project specifications shall be included in the base bid.
- The Contractor shall provide all necessary equipment and labor to access all assumed ACM and ACM listed in the above table.
- The Contractor is responsible for the removal of all ACM and assumed ACM.
- Contractor to meet all specifications for additional insulation material and ACM items and requirements.

### Additional Specifications

- The removal of all ACM and assumed ACM listed in the above table and project specifications shall be included in the base bid.
- The Contractor shall provide all necessary equipment and labor to access all assumed ACM and ACM listed in the above table.
- The Contractor is responsible for the removal of all ACM and assumed ACM.
- Contractor to meet all specifications for additional insulation material and ACM items and requirements.
J.2 The Owner reserves the right to retain any items it deems of salvageable value. These items shall remain the property of the Owner.

J.1 Items indicated to be salvaged prior to demolition are to be delivered to the Owner at the Green Lane Compound.

G.2 A special inspector for structural stability (hired by the Contractor) shall approve the methods of removal of structural supports.

E.5 Contractor to provide pest control as detailed in the specifications.

E.1 Upon completion of the demolition work, the site shall be graded to the elevations shown on the soil erosion and sedimentation control plan.

D.8 Contractor shall be responsible for contacting and coordinating demolition activities with the applicable utility purveyors and the College.

D.3 The Contractor shall fully coordinate all trades including civil, hazardous materials, architectural, structural, mechanical, plumbing, and electrical drawings.

C.1 The Contractor shall be responsible for preparing, filing, and obtaining all required approvals and sign-offs for the complete demolition.

B.3 Drawings are for information only and may not show all construction and conditions. Before commencing the work, refer to specifications and the civil, hazardous materials, structural, mechanical, plumbing, and electrical drawings.

A.4 Refer to specifications and the civil, hazardous materials, structural, mechanical, plumbing, & electrical drawings for additional information.

A.3 Do not scale the drawings. Dimensional discrepancies and questions shall be directed to the Owner and/or Architect.

Refer to specifications for additional information.

ADJACENT BUILDINGS) TO THE PUBLIC WAY.

K.6 Mechanical equipment and components shall be removed as described or implied on the mechanical drawings.

K.5 Refer to fire protection drawings for notes regarding standpipe and fire protection operations during demolition.

K.2 Refer to civil drawings for existing utility locations.

K.1 The Contractor shall verify all existing utilities and services prior to the start of the work.

J.6 Disconnect, remove, salvage, and deliver all fire extinguishers, cabinets, & hoses to the Owner.

J.4 The Owner will remove access control system components prior to demolition.

J.3 Contractor to remove all loose furniture prior to demolition.

04 Disconnect, remove, and deliver ATC compressor and dryer to the Owner. Refer to mechanical drawings for additional information.

02 Disconnect, remove, and deliver 3-pole electrical panel to the Owner. Refer to electrical drawings for additional information.

01 Disconnect, remove, and deliver the power service panel to the Owner. Refer to electrical drawings for additional information.

GENERAL DEMOLITION NOTES

Demolition notes:

- Refer to existing drawings for utility locations.
- Refer to site specific conditions for water levels and fire protection capabilities.
- Melter equipment and component modules of structures are to be removed on the ground.
- Windows and doors will be removed and replaced.
- Removables for coordinating with existing building and structure conditions are to be salvaged.
- All window and door units are to be salvaged and delivered to the Owner.

GENERAL DEMOLITION NOTES

- Disconnect, remove, and deliver all fire protection equipment components that are to be salvaged.
- Fire protection equipment components shall be salvaged and delivered to the Owner.
- Refer to the Owner for additional information.

EYP Architecture & Engineering of NJ, Inc.

THE COLLEGE OF NEW JERSEY
EWING, NEW JERSEY

DATE: 30 August 2013

DRAWING LEGEND

TYPICAL SYMBOLS, ABBREVIATIONS, & NOTES

AD001
1. DISCONNECT AND REMOVE THE EXISTING ELECTRICAL FEEDERS FROM HOLMAN HALL BACK TO THE SOURCE.

2. DISCONNECT AND REMOVE THE EXISTING ELECTRICAL FEEDERS FROM PANEL 'EP' TO THE SUMP PUMP IN TRANSFORMER #3.

3. DISCONNECT EXISTING FIRE ALARM SYSTEM LOOP THAT ROUTES INTO HOLMAN HALL FROM FORCINA HALL. COORDINATE WITH TCNJ AND HONEYWELL AND MODIFY AND RESTORE THE FIRE ALARM MONITORING CIRCUIT AND CAMPUS SYSTEM TO BYPASS HOLMAN HALL. THIS SHALL BE DONE AT FORCINA, & THEN TESTED FOR ITS PROPER OPERATION. PROCEED AND APPROVE BY TCNJ.

4. REMOVE SECURITY WIRING TO HOLMAN HALL.

5. CONTRACTOR SHALL COORDINATE DEMOLITION PHASING WITH ENGINEER AND TCNJ. CONTRACTOR SHALL NOT BEGIN DEMOLITION UNTIL TCNJ HAS COMPLETE REMOVAL/RELOCATION OF IT EQUIPMENT.

6. EXISTING UNDERGROUND CONDUITS BEING USED FOR ELECTRICAL, TELE/DATA, FIRE ALARM AND SECURITY SYSTEMS SERVING HOLMAN HALL FROM EXISTING MANHOLES SHALL REMAIN AS IS. CONTRACTOR SHALL FIELD VERIFY LOCATION OF MANHOLES AND CONDUITS PROVIDING UTILITY SERVICES TO HOLMAN HALL PRIOR TO ANY DEMOLITION. CONTRACTOR SHALL PROVIDE NEW ANCHOR BOLTS TO THE GENERAL CONTRACTOR.

7. ELECTRICAL CONTRACTOR SHALL REMOVE THE FOLLOWING SYSTEMS AND TURN THEM OVER TO THE COLLEGE AND MOVE THEM ON CAMPUS AS DIRECTED BY TCNJ.

8. DISCONNECT COAXIAL CABLE AT THE SOURCE, THEN CUT/REMOVE FROM HOLMAN HALL TO THE SOURCE (GREEN HALL).

9. DISCONNECT AND REMOVE ALL FEEDERS ORIGINATING FROM HOLMAN HALL, AND SERVING EQUIPMENT AT THE SITE (SUCH AS SUMP PUMPS IN PIT, CHILLED WATER, MANHOLES).

10. TEMPORARY AND ADEQUATE LIGHTING SHALL BE PROVIDED DURING CONSTRUCTION TO SIDEWALKS AROUND THE BUILDING.

11. ADDITIONAL HOLMAN HALL CONDUIT/DUCTBANK THAN SHOWN ON DEMOLITION PLANS MIGHT BE PRESENT AND SHALL BE DEMOLISHED. FIELD VERIFY THESE SYSTEMS.

12. TCNJ WILL REMOVE RECESSED LED LIGHT FIXTURE IN THE RAMP AREA.

13. TCNJ WILL REMOVE LIGHT POLES AND PUT IN STORAGE AREA.

14. CONTRACTOR SHALL REMOVE ALL MULTI-PAIR TELEPHONE CABLES IN HOLMAN HALL. PROJECTOR ANDfal COMMUNICATIONS AREAS OF HOLMAN HALL BACK TO SOURCE ITINATION. CONTRACTOR BEFORE LOTTING ALL OTHER SYSTEMS SHALL BE REMOVED AND OFFERED TO TCNJ.

15. NEW SITE LIGHTING BRANCH CIRCUIT WIRING SHALL BE 2#10, 1#10 GRD. 1" P.V.C. CONDUIT CONFIRM LOAD VOLTAGE CONTROLS AND ROUTING PATH TO SPARE CIRCUIT WITH THE
SECTION 02 41 12 - SITE DEMOLITION AND DEBRIS REMOVAL

PART 1 - GENERAL

The drawings and all other specification sections along with all provisions included within this contract package, instructions to bidders, and other general conditions apply to this section. The Contractor must accept the site as is and shall be deemed to have inspected the site and reviewed all contract documents prior to submitting a bid.

1.1 SCOPE OF WORK

A. Overall Work under this Contract shall include all labor, materials, equipment, supervision, coordination efforts, permitting costs related to demolition, certificate costs, services, filing fees, testing costs, security, insurance and all other associated or related items specified herein that are necessary and are required to complete the work. Work elements shall include, but not be limited to the following:

1. Installation and maintenance of a temporary eight (8) foot high chain link fence with entrance gates as required to properly and safely secure the demolition operation in accordance with Federal, State, and Local requirements.

2. Implementation of specified and any other measures deemed necessary or required by governing authorities to protect adjacent and on-site persons, property, buildings, facilities, and utilities.

3. Installation and maintenance of traffic control signage and associated traffic measures for both pedestrian and vehicular traffic.

4. Demolition and removal of all existing site structures including but not limited to all fencing, gates, walls, stairways, railings, and free-standing items (e.g. bollards, signs, sign posts, light poles, light pole bases, canopies, etc.) within the designated demolition limit unless noted otherwise on the drawings.

5. Removal of existing above-grade sidewalks, drives, curbs, pavement, and all other above-grade items within the demolition limits.

6. Removal/abandonment of existing above-ground and underground utilities and associated structures as shown on the construction drawings. It shall be the responsibility of the Contractor to accurately locate all facilities and to determine their extent. If such facilities obstruct the progress of the Work and are not indicated to be removed or relocated, they shall be removed or relocated.

7. Removal of all existing below-grade remnants of past construction. If remnants of previous foundations, floor slabs, basements and other components of facilities are encountered during excavation, they shall be completely removed and properly disposed of off-site in accordance with the provisions of this specification.
8. Backfill of all utility/sewer excavations and any other below-grade removals with structural, compacted fill in accordance with Specification 02 41 13 – Backfill of Building and Utility Removal Areas.

9. Installation and maintenance of soil erosion and sediment control measures.

10. Removal from site and disposal of all excess and unusable material.

11. Crushing and stockpiling of concrete for reuse on-site, if proposed.

12. Security of the work site for the duration of the project to prevent unauthorized entry into the site.

13. Compliance with all environmental and regulatory reports as required by governing regulatory agencies.

1.2 RELATED SECTIONS

A. 00 73 19 – Health and Safety

B. 01 57 13 – Temporary Soil Erosion and Sediment Control

C. 02 41 13 – Backfill of Building and Utility Removal Areas

D. 02 62 00 – Hazardous Waste Management

E. 02 82 13 – Asbestos Abatement

F. Associated Contract Drawings

1.3 QUALITY ASSURANCE

A. The Owner reserves the right to direct any observation that is deemed necessary. The Contractor shall provide free access to the site for observation activities.

B. The Contractor shall provide and maintain a capable and experienced field person representing the Contractor to oversee all demolition operations. The representative shall be on site during all operating hours of the project.

C. The Contractor shall obtain and pay for any bonds, licenses, etc., required for demolition work.

D. The Contractor shall conduct work within the TCNJ College Campus in accordance with the College’s construction standards. The Contractor shall restore to their present conditions any off-site areas that are disturbed by the work under this section. All pavement restoration work in campus roads shall be performed to the proper satisfaction of the College.

1.4 SUBMITTALS
A. Permits: Prior to the commencement of work, the Contractor shall submit to the Owner record copies of all required permits and certificates obtained for the Work in this section. The College of New Jersey shall incur all fees and other requirements associated with obtaining the required permits and certificates.

B. The Contractor shall submit to the Owner, Consultant, and all affected utility/service companies, a proposed schedule of coordination for all necessary utility/service shut-offs, capping and continuation of utility services as required no later than 10 days after Contractor’s notice to proceed. The Contractor shall provide the Owner with written confirmation from all utility or service companies serving the site that service has been terminated prior to capping, abandoning or removal of any such utility and prior to commencement of building demolition.

1.5 EXISTING CONDITIONS

A. The existing site conditions, including topographic survey and utilities information, are from a ground survey by Langan Engineering and Environmental Services performed during June-July 2013. Vertical datum reference 1988 North American Vertical Datum (NAVD 88).

B. Prior to commencement of any work, Contractor shall consult available records for existing structures and utilities (both above and below grade) and note all conditions and limitations that might affect the work required under this section. The location of existing structures and utilities shall be verified in the field by Contractor prior to earthwork.

C. By submitting its bid, Contractor warrants that she/he has visited the site, has made his/her own examinations, and additional investigations (if necessary) with Owner’s permission, of the surface and subsurface conditions, and fully accepts these as working conditions. No extra payment will be made for lost time or other problems caused by the surface and subsurface conditions.

D. Contractor shall investigate the conditions of public thoroughfares and roads as to availability, clearances, loads, limits, restrictions, and other limitations affecting transportation to, ingress and egress of the site of the work. Contractor shall conform to all Federal, State and Local requirements and regulations in regard to the transportation of materials to, from and at the job site and shall secure in advance such permits as may be required.

E. Contractor shall inform himself as to any restrictions to grading or disturbance identified on the drawings.

1.6 WORKING HOURS

A. The Contractor shall coordinate all work for this project with the Owner. Contractor must meet Owner parking and pedestrian access requirements at all times.

1.7 CONTRACT LIMIT LINE

A. The contract limit line for demolition work is shown on the drawings and shall be coordinated with the Owner. No equipment, materials, and/or trailers shall be kept or stored outside the contract limit line.
1.8 UNACCEPTABLE PERFORMANCE

A. The Contractor shall remove from the project any individual employed by the Contractor who is performing work in an unacceptable manner as determined by Owner. The Contractor shall not be allowed claims for delays or down time resulting from the removal of such employees.

1.9 ENVIRONMENTAL REQUIREMENTS

A. Noise-producing activities shall be held to a minimum. Internal combustion engines and compressors, etc., shall be equipped with mufflers to reduce noise to a minimum. The Contractor shall comply with all regulatory requirements.

B. The work areas shall be sufficiently dampened to prevent dust from rising during demolition activities.

C. The Contractor shall mandate that trucks leaving the site do so in such a manner that mud and earth will not be deposited on adjacent street pavements. Any mud or earth deposited on street pavements shall be promptly removed by the Contractor.

1.10 TEMPORARY SHORING AND PROTECTION

A. Any damage done by the Contractor to existing pipe lines, utilities, etc., to remain shall be repaired by the Contractor and at his expense in a manner acceptable to the Owner of the damaged property. The Contractor shall report any existing damage prior to his beginning repair work.

B. The Contractor shall provide necessary temporary shoring, bracing, etc., and maintenance thereto required in accordance with all applicable OSHA Standards for the completion of demolition work.

C. The Contractor shall insure the provisions of adequate bracing, shoring, lamps, fencing, warning signs, and flags as required by agencies having jurisdiction and as directed by the Owner. Remove provisions when necessity for protection ceases.

1.11 PRE-DEMOLITION CONDITIONS SURVEY

A. Contractor shall photographically document (in color) building faces, roadways, and other adjacent facilities included in the survey for any type of demolition. The photographs shall be dated and noted describing location and elements of the photograph. They shall be placed in a bound notebook and two copies given to the College not less than 5 days prior to the start of demolition.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Materials are as specified on the drawings when applicable. See related sections for additional product specifications.

PART 3 - METHOD OF CONSTRUCTION

3.1 GENERAL

A. The Contractor is responsible for the demolition of existing concrete slabs, foundations, retaining walls, walks and curb, asphalt pavement, utilities, signs and miscellaneous items encountered. Concrete elements shall be subject to an on-site crushing process and asphalt pavement shall be removed from the site and disposed off-site in accordance with all applicable Federal, State and Local codes and regulation governing legal transportation and disposal of work.

B. The Contractor shall include in his/her bid all demolition work necessary to accomplish the construction project.

3.2 SITE VISIT

A. The Contractor shall visit the site and verify the location of all pertinent items prior to submitting a bid so that the difficulties associated with execution of the contract are fully understood. No additional compensation will be allowed for failure to be so informed.

3.3 PROJECT FENCING

A. The Contractor shall construct an 8-foot high chain link fence with screening and entrance swing gates as required to properly and safely secure the demolition operation in accordance with Federal, State and Local requirements. No demolition work shall begin until the project fence is completely installed and secured and approved by the Owner and Consultant. Upon project completion, the fence shall be removed.

3.4 SOIL EROSION AND SEDIMENT CONTROL

A. GENERAL

1. The Contractor shall install all soil erosion and sediment control measures in accordance with the requirements indicated on the drawings. All work shall be performed in accordance with the requirements of the "Standards for Soil Erosion and Sediment Control in New Jersey", latest edition.

2. The Contractor shall be responsible for maintenance of all soil erosion and sediment control measures during the Contract.

3. The Contractor shall keep all streets clear of dirt and sediment and shall be responsible for any cleaning of the streets necessary during the course of the project.

4. A Soil Erosion and Sediment Control permit will be obtained by the Owner’s Engineer from the Mercer County Soil Conservation District. The Contractor shall, if
necessary, comply with all additional directives issued by the Mercer County Soil Conservation District (MCSCD) prior to and during construction.

3.5 TRAFFIC

A. Prior to commencement of demolition operations, Contractor shall implement all vehicular and/or pedestrian traffic protection measures indicated in these specifications, on the Contractor’s traffic control plan, and any other measures required by the Owner before, during, and after the demolition/construction project.

B. Signs required shall be designed and installed in accordance with the requirements of the NJDOT Standard Specifications for Road and Bridge Construction, latest edition, the Federal Highway Administration's "Manual on Uniform Traffic Control Devices for Streets and Highways" and "Standard Highway Signs," and as indicated on the drawings.

3.6 UTILITIES

A. GENERAL

1. Existing utilities service shall not be interrupted unless authorized in writing by the College, authorities having jurisdiction, and the owner of the utility. Any temporary interruption necessary shall be directly coordinated and supervised by utility company personnel, landowner and owner. The Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to governing authorities and the affected utility companies.

2. The Contractor shall, during the work, accurately locate and mark on a set of drawings the location of all underground utilities and services that have been capped and those that are to remain within the contract limit area.

B. MAINTENANCE

1. The Contractor shall maintain and protect from damage all existing above and below ground utilities that are to remain. The Contractor shall immediately repair or have repaired by the appropriate utility company any damage incurred by utilities during demolition work at no cost to the Owner. The Contractor shall be responsible for notifying and coordinating with the appropriate utility companies the shut-off of utilities that are to be abandoned as part of this Contract.

2. Damage to communications cabling shall be repaired by contractors certified by Campus standard manufacturers for copper and/or fiber cabling. Repair work shall be completed in accordance with and be covered by the manufacturer’s extended warranty program.

C. ABANDONMENT/REMOVAL

1. The Contractor shall disconnect, fill and cap/terminate all services including but not limited to water, storm and sanitary sewers, gas, electric, telephone, cable TV, etc. prior to Building demolition. The Contractor shall determine if utility laterals to the
buildings to be demolished are direct and exclusive to the building before disconnection is performed.

2. All utilities designated on drawings for abandonment/removal and those encountered during proposed work that are not to remain shall be removed or completely filled with controlled density fill or grout.

3. Prior to abandonment/removal, all utilities and sewers shall be properly purged and evacuated of all residual gases, oils, etc. or de-energized in the case of electric, telephone or other communications services. All purging and testing shall be approved by local utility or sewer companies and governing authorities having jurisdiction.

4. All utility disconnections shall be performed no later than 15 days prior to the scheduled start of demolition and must precede the demolition permit application procedure.

5. *Communications cable shall be removed by a qualified communications contractor.*

D. RESTORATION

1. All underground utility lateral removals shall be properly backfilled and all disturbed pavements, sidewalks, or hardscapes shall be restored to their pre-demolition (existing) condition. All pavement, sidewalk, hardscape, and curbing shall be saw cut prior to excavation in order to produce a clean and neat edge. Replacement materials shall be equal in design performance to the existing condition and as directed by the consultant and/or the college. All restoration work shall be performed immediately following utility removal and backfill completion.

3.7 CLEANING

A. The Contractor shall maintain the cleanliness of streets and surrounding site areas of dirt, dust, and debris produced by demolition operations at all times. This shall be done on a daily basis. An aggressive program of washing down and cleaning the neighboring structures and site features from dust fall out shall be implemented on a weekly basis to the satisfaction of the local agencies and Owner. After demolition and debris removal is complete, the Contractor shall return adjacent structures and site features to the conditions existing prior to start of work. Power washing or other means deemed necessary by the Owner shall be implemented by the Contractor to achieve this objective.

B. The Contractor shall provide enough refuse container for collecting construction/demolition debris throughout the duration of all work.

3.8 DUST

A. During demolition and debris removal operations, continually use water sprinkling and other suitable methods to minimize the amount of dust and dirt, rising and scattering in the air, to the lowest practical level possible. Requests made by the Local authority having
jurisdiction, the College, or Owner’s Engineer regarding pollution controls shall be promptly implemented by Contractor. Do not use water when dangerous flooding or icing may occur.

B. Comply with all governing regulations pertaining to environmental protection, soil erosion and dust control and install all control measures indicated on the Construction Drawings. Special attention is brought to adjacent building fresh air intakes, air-conditioning units, etc., which need protection from dust during demolition.

3.9 PEST CONTROL

A. During demolition and debris removal operations, Contractor shall maintain the cleanliness of the work site. If necessary, Contractor to provide pest control measures as directed by the College.

3.10 DISPOSAL OF DEMOLISHED MATERIALS

A. GENERAL

1. The Contractor shall remove from the site all debris, rubbish and other materials resulting from demolition and shall safely and legally dispose of all these items in accordance with applicable Federal, State and Local codes and regulations.

2. Recycling of demolition debris is strongly encouraged. All recycling must be done in accordance with all currently applicable state regulations, county and College requirements. All solid waste as defined by NJDEP criteria shall be removed from the site in accordance with all currently applicable land disposal regulations of the Federal, State and Local levels.

3. Concrete and masonry debris generated during site demolition work shall legally be disposed off-site.

4. Burning of any demolished materials on-site shall not be permitted.

B. SUBMITTALS

1. The Contractor shall obtain manifests for each truck that exits and enters the site with demolition and construction material. These manifests shall indicate the following:

   a. Date and time of departure from the demolition site
   b. Type of material carted off-site or type of material brought on-site
   c. Amount of material (in tons)
   d. Truck I.D. number
   e. Final destination of the excess material
   f. Date and time of entry to the demolition site
   g. Amount of material
   h. Source of material brought on-site
C. REMOVAL

1. The Contractor shall legally and safely transport and dispose off-site all demolished materials in accordance with Federal, State and Local regulations governing such operations.

2. The Contractor shall be responsible for locating and making arrangements for the safe, legal disposal of demolition material off-site during the entire course of the Contract.

END OF SECTION 02 41 16
SECTION 02 62 00 - HAZARDOUS WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. This section describes the handling, segregation, packaging, labeling, transport, and disposal of waste materials generated by building demolition and the subsequent shipment of properly packaged and labeled miscellaneous hazmat and universal waste articles/materials to an approved disposal site.

B. Regardless of the lead concentrations in painted surfaces, the demolition contractor shall comply with 29 CFR 1926.62 OSHA regulations and take precautionary measures for dust control while performing demolition activities.

C. Work activities that would create dust shall be performed in a controlled environment following safe work practices and good housekeeping activities. The waste generated must be appropriately tested in accordance with the Resource Conservation and Recovery Act (RCRA) regulations, 40 CFR 261 & 262 and disposed accordingly at no additional cost to the Owner.

D. Hazardous Nature of Work: The Contractor and subcontractors agree and understand that their employees will encounter hazardous material in performing the work. Contractor represents that it is trained, licensed, and experienced in the handling, removal, transportation and disposal of lead containing hazardous waste. The Contractor will at all times have on site a person who satisfies the current OSHA Competent Person Requirements, that has received all necessary certifications and licenses required by federal, state or local laws, statutes, orders, rules and regulations currently governing hazardous materials handling, removal, transportation and disposal, and that its employee training, medical respiratory protection, industrial safety programs and site containment plans meet or exceed the minimum standards imposed by such laws and regulations.

E. Project Name “Holman Hall” must be included on all hazardous waste manifests.

F. Copies of Lead Hazardous Waste Manifests must be included with the Contractor’s application for payment in order to receive payment approval.

G. In accordance with the lead-safe practices rule, the contractor performing renovation/demolition, repair and painting activities that disturb lead-based paint must be certified by the United States Environmental Protection Agency (EPA) and must follow specific work practices to prevent lead contamination. Contractors must use lead-safe work practices and follow these three simple procedures:

1. Contain the work area
2. Minimize dust
3. Clean up thoroughly

H. Workers must receive on-the-job training from the certified renovator. Wood cutting machine shall be equipped without HEPA vacuum attachment.
I. The work, in general includes, but is not limited to, the following:

1. Dismantling of light fixtures and separation of ballasts to permit removal.
2. Cleaning of any PCB oil contamination or fixtures’ surfaces.
4. Placement of all PCBs or PCB-contaminated items generated as a result of work activities in approved open top drums.
5. Marking and labeling of all Universal Waste Articles for storage purposes.
6. Transportation of Universal Waste Articles, Items and Containers to off-site treatment, storage, and disposal facilities.
7. Provide properly completed and executed Uniform Hazardous Waste Manifest from the transporter and certificate of destruction from the treatment, storage and disposal facility.
8. PCB and Mercury-containing devices shall be stored in a safe place in a solid leak-proof container in such a way as to avoid breakage, leakage, spills or releases.

J. The following is an inventory of **Miscellaneous and Universal Hazmat materials** identified in the building which will need to be removed prior to demolition:

<table>
<thead>
<tr>
<th>MATERIALS</th>
<th>LOCATION</th>
<th>APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluorescent bulbs (4 inches to 4 feet)</td>
<td>Throughout</td>
<td>2,300</td>
</tr>
<tr>
<td>Fluorescent lamp ballasts</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>Incandescent bulbs</td>
<td></td>
<td>250</td>
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<tr>
<td>Smoke detector</td>
<td></td>
<td>200</td>
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<tr>
<td>Fire Extinguisher</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Emergency Exit Sign</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Mercury light bulbs/HID Bulbs</td>
<td>Exterior</td>
<td>10</td>
</tr>
<tr>
<td>Mercury containing thermometer</td>
<td>Mechanical Rooms</td>
<td>30</td>
</tr>
<tr>
<td>Air condition Units/Condensers</td>
<td>Roof, Balcony, Ground Level</td>
<td>10</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>Scattered Locations</td>
<td>4</td>
</tr>
<tr>
<td>Microwave</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>PC Unit/Monitor/Printer (including peripherals)</td>
<td>Throughout</td>
<td>325</td>
</tr>
<tr>
<td>Telephone/Fax Machine</td>
<td></td>
<td>45</td>
</tr>
<tr>
<td>Miscellaneous wall mounted electronic devices</td>
<td></td>
<td>75</td>
</tr>
</tbody>
</table>
## HAZARDOUS WASTE MANAGEMENT

<table>
<thead>
<tr>
<th>MATERIALS</th>
<th>LOCATION</th>
<th>APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy machine</td>
<td>Scattered Locations</td>
<td>2</td>
</tr>
<tr>
<td>Ceiling mounted projector</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Television / VCR /Media Equipment</td>
<td>Scattered Locations, Room 413A</td>
<td>150</td>
</tr>
<tr>
<td>Compressed gas cylinders</td>
<td>Room 429</td>
<td>2</td>
</tr>
<tr>
<td>Elevator pump oil reservoir</td>
<td>Room 116A</td>
<td>100 Gallons</td>
</tr>
<tr>
<td>Hydraulic fluid (5 gallon pail)</td>
<td></td>
<td>4</td>
</tr>
<tr>
<td>Glycol Filled Cooling Coils/Lines</td>
<td>Throughout</td>
<td>2,000 Gallons**</td>
</tr>
<tr>
<td>Transformers</td>
<td>Mechanical Rooms, Exterior</td>
<td>10</td>
</tr>
<tr>
<td>Water cooler/fountain</td>
<td>Offices, Hallway</td>
<td>15</td>
</tr>
<tr>
<td>Air compressor</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Backup generator</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Sump pump</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Oil (quart bottle)</td>
<td>Mechanical Room 115</td>
<td>2</td>
</tr>
<tr>
<td>Antifreeze (Gallon bottle)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Lead acid battery</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Dye (Gallon bottle)</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Control board backup battery</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>Cleaning solvents (Quart bottle)</td>
<td>Utility Rooms</td>
<td>20</td>
</tr>
<tr>
<td>Cleaning solvents (Gallon bottle)</td>
<td></td>
<td>15</td>
</tr>
</tbody>
</table>

** - A cooling coil in Mechanical Room 104 has a tag indicating it is filled with glycol.

Please note that some of the above identified loose electronic items and cleaning solvents may be removed by the owner.

K. Multiple spaces within the building are currently or were historically used as laboratory. Potential hazardous materials were used in these laboratory rooms. The following is an inventory of sinks, sink traps, hoods, etc. which may be contaminated with potential hazardous materials. Sinks, traps, hoods, etc. which may be contaminated with potential hazardous materials will need to be properly cleaned and disposed of.

<table>
<thead>
<tr>
<th>Material</th>
<th>Location</th>
<th>Units Assumed Hazardous Material</th>
<th>Notes/Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sink</td>
<td>Room 423</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Sink Trap</td>
<td>Room 423</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td>Room 428A</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sink Trap</td>
<td>Room 428A</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Material</td>
<td>Location</td>
<td>Units Assumed Hazardous Material</td>
<td>Notes/Comments</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------------------------</td>
<td>---------------------------------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>Sink</td>
<td>Room 428B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sink Trap</td>
<td>Room 428B</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td>Room 429</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Fume Hood</td>
<td>Room 429</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sink Trap</td>
<td>Room 429</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td>Room 439</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Fume Hood</td>
<td>Room 439</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Sink Trap</td>
<td>Room 439</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td>Room 435</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Sink Trap</td>
<td>Room 435</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>Oversized Sink</td>
<td>Room 435</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Sink</td>
<td>Room 439</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Oxygen Tank</td>
<td>Fourth Floor</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Ceramic Powders</td>
<td>First Floor - Gallery</td>
<td>18</td>
<td>Approximately 50 pound bags</td>
</tr>
<tr>
<td></td>
<td>Storage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Acetylene Cylinder</td>
<td>First Floor - Gallery</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dixon Carbond Crucible</td>
<td>First Floor - Gallery</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Metal Casting Foundry</td>
<td>Storage</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Clean and/or dispose all sinks, sink traps, exhaust hood/duct, and plumbing components contaminated with potential hazardous materials.

1.2 CODES AND REGULATIONS

A. General Applicability of Codes and Regulations: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes and regulations have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

B. Federal Requirements: which govern the management, hauling and disposal of hazardous waste include but are not limited to the following:


   - 29 CFR Part 1926.62: Lead Exposure in Construction; Final Rule Vol. 58, No. 84
   - 29 CFR Part 1926.20: General Safety and Health provisions
   - 29 CFR Part 1926.21: Safety Training and education
   - 29 CFR Part 1926.23: First Aid
- 29 CFR 1926.24: Fire Protection
- 29 CFR 1926.25: Housekeeping
- 29 CFR 1926.28: Personal protective equipment
- 29 CFR 1926.51(f): Washing facilities
- 29 CFR 1926.55: Gases, vapor, fumes, dust, and mists
- 29 CFR 1926.56: Illumination
- 29 CFR 1926.57: Ventilation
- 29 CFR 1926.59: Hazardous Communications Standard
- 29 CFR 1926.62: Lead Construction Standard
- 29 CFR 1926.103: Respiratory protection
- 29 CFR 1926.353: Ventilation: Welding, cutting, or heating of metals of toxic significance
- 29 CFR 1926.300: Hand and power tools
- 29 CFR 1926.451: Scaffolding
- 29 CFR 1926.500, 502, 503: Fall protection
- 40 CFR 61 Subpart A General Provisions (Hazardous Air Pollutants Listing)
- 40 CFR 241: Guidelines for the Land Disposal of Solid Waste
- 40 CFR 257: Criteria for Classification of Solid Waste

2. DOT: U.S. Department of Transportation, including but not limited to:
   - Title 49, Parts 171-180 of the Code of Federal Regulations
     Hazardous Material Regulations, General Awareness and Training Requirements for Handlers, Loaders and Drivers
   - Hazardous Material Regulations
     Editorial and Technical Revisions
     Title 49, Parts 171-180 of the Code of Federal Regulations

3. American National Standards Institute ANSI Publications
   - Z88.2-80 Practices for Respiratory Protection
   - Z87.1 Eye Protection

4. National Institute of Occupational Safety & Health (NIOSH) Publications:

5. EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:
      Title 40, Parts 260-268 of the Code of Federal Regulations
   b. EPA Toxic Substances Control Act (TSCA), Polychlorinated Biphenyls (PCB’s) manufacturing, processing, distribution in commerce, and use prohibitions (90 CFR, Part 761).

C. State Requirements: which govern the management, hauling and disposal of hazardous waste.
D. Local Requirements: Abide by all local requirements which govern the management, hauling, and disposal of hazardous waste.

1.3 DEFINITIONS

A. Contractor: The successful awarded bidder for this Contract.

B. The Environmental Consultant – An “Environmental Consultant” means a Consulting Firm or its employee retained by the Owner to overlook this project and perform project monitoring and air sampling.

C. Leak: Leak or leaking means any instance in which a PCB or mercury article, PCB container, or electrical equipment has any PCBs on any portion of its external surface.

D. Lamps: Lamp, also referred to as “universal waste lamp”, is defined as the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of common universal waste electric lamps include, but are not limited to, fluorescent, high intensity discharge, neon, Mercury vapor, high pressure sodium, and metal halide lamps.

E. Polychlorinated Biphenyls (PCBs): PCBs as used in this specification shall mean the same as PCBs, PCB containing lighting ballast, and PCB container, as defined in 40 CFR 761, Section 3.

F. Spill: Spill means both intentional and unintentional spills, leaks, and other uncontrolled discharges when the release results in any quantity of PCBs running off or about to run off the external surface of the equipment or other PCB source, as well as the contamination resulting from those releases.

G. Universal Waste: Universal Waste means any of the following hazardous wastes that are managed under the universal waste requirements 40 CFR 273:

   (1) Batteries
   (2) Pesticides
   (3) Thermostats
   (4) Lamps
   (5) Electrical Relays/switches
   (6) Smoke Detectors
   (7) Exit Signs

H. Hazardous waste shall be any materials to be disposed that possess at least one of four characteristics, ignitability, corrosivity, reactivity or toxicity, as defined and regulated by the Resource Conservation and Recovery Act (RCRA) and applicable state and federal regulations, or a material specifically identified as hazardous waste by applicable Federal or State lists.
I. A Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste shall be a waste handler who generates no more than 100 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste in any calendar month, and stores no more than 1000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.

J. A Small Quantity Generator (SQG) of hazardous waste shall be a waste handler who generates no more than 1000 kilograms per month of listed and/or characteristic hazardous waste, generates no more than 1 kilogram of acute hazardous waste per month, and stores no more than 6000 kilograms of listed and/or characteristic hazardous waste or more than 1 kilogram of acutely hazardous waste.

K. Large Quantity Generator (LQG) of hazardous waste shall be a waste handler who generates more than 1000 kilograms per month of listed and/or characteristic hazardous waste, generates more than 1 kilogram of acute hazardous waste per month, or stores more than 6000 kilograms of hazardous waste or 1 kilogram of acutely hazardous waste.

L. The Owner’s Consultant: The Owner shall provide a third party consultant to provide pre-work assessments, project monitoring assessments for the construction procedures for the work area and surrounding areas and final clearance assessments. The Contractor shall be responsible for the worker protection requirements.

M. Toxicity Characteristic Leaching Procedure (TCLP): A laboratory test method to determine the mobility of both organic and inorganic analytes present in liquid, solid, and multiphasic wastes performed in accordance with test methods required under 40 CFR Part 268.

1.4 RELATED DOCUMENTS AND SECTIONS

A. The following Contract Drawings specifically relate and apply to the Work under this Section:

<table>
<thead>
<tr>
<th>Drawing Title</th>
<th>Drawing No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACM Identification Plan</td>
<td>HD-101</td>
<td>08/30/2013</td>
</tr>
<tr>
<td>Asbestos Abatement, Section 02 82 13</td>
<td></td>
<td>08/30/2013</td>
</tr>
</tbody>
</table>

B. References

1. The above documents are provided to all prospective bidders for reference only. Neither the Owner nor the preparer of each document takes any responsibility for the accuracy of completeness of the information provided therein. Each bidder shall rely on his own investigation and on-site visit in the preparation and submission of his bid. No claim for additional work or compensation shall be entertained due to discrepancies between information which may be provided on the drawings or documents and actual field conditions. Whether identified or not, the Contractor must remove all universal and miscellaneous hazmat articles and waste from the building at no additional cost to the owner.
2. The applicable sections, latest editions and addenda of the following government regulations, codes, industry standards and recommended practices, form a part of these specifications. Nothing in these specifications is to be construed as permitting work not conforming to these requirements:


b. NJDEP - New Jersey Department of Environmental Protection

c. NEC - National Electrical Code

d. NEMA - National Electrical Manufacturers Association

e. RCRA - Resource Conservation and Recovery Act

f. TSCA - Toxic Substances and Control Act

g. DOT - Department of Transportation

i. All other applicable Federal, state, county and city codes, standards and regulations.

3. The Contractor is cautioned that it is responsible for ascertaining the extent to which these regulations affect the operations and to comply therewith.

1.5 SUBMITTALS

A. Pre-abatement Submittal: Submit the following to the Owner for review and approval prior to initiating removal and disposal work activities.

1. U.S. EPA Identification Number of waste hauler.

2. Name and address of waste disposal facility where hazardous waste materials are to be disposed including:

   a. Contact person and telephone number
   b. Copy of state license and permit
   c. Disposal facility permits


4. Copy of EPA “Notice of Hazardous Waste Activity” form

5. Copy of forms required by state and local agencies

6. Sample of disposal label to be used

7. Type of personal protective equipment and work procedures to be used.

8. Copy of state and local licenses for waste hauler.

9. Copy of US EPA Lead Based Paint Certification

10. Copy of NJ DCA License

B. During Work: Submit the following as required by the work.
1. TCLP test results, as required to characterize waste for segregation and packaging purposes.
2. Submit copies of all executed manifests and disposal site receipts to the Contracting Officer.

C. Submit a job-specific plan within 20 (twenty) calendar days after award of contract of the work procedures to be used in the removal, packaging, and storage of PCB-containing lighting ballasts and associated mercury-containing lamps. Include in the plan: Requirements for Personal Protective Equipment (PPE), spill cleanup procedures and equipment, eating, smoking and restroom procedures. The plan shall be approved and signed by the Certified Industrial Hygienist. Obtain approval of the plan by the Environmental Consultant prior to the start of PCB and/or lamp removal work.

1.6 QUALITY ASSURANCE

A. The work under this section includes the handling of highly toxic substances and materials requiring special expertise. Therefore, specific qualifications must be met by the Contractor or its agent.

B. Single Party Responsibility: The Contractor performing the work of this section shall be responsible for, and accomplish, all universal waste-related activities as included herein.

C. License Requirements: The Contractor performing the hauling work of this section must be currently licensed by the State of New Jersey, and possess a current EPA authorization number for the transporting and hauling of extremely hazardous wastes, including PCB's.

D. Fees and Permits: Contractor shall pay all necessary fees and permits related to the removal, handling, transportation and disposal of universal waste.

1.7 COORDINATION

A. All work activities related to universal waste handling, storage, and disposal shall be performed by the Contractor and must be coordinated with the demolition contractor to minimize potential toxic exposure.

B. Notify the Environmental Consultant and the Owner 10 days prior to the start of any universal waste removal work.

1.8 SCHEDULING OF WORK

A. Prior to commencing any work, thoroughly inspect the work area and prepare a construction schedule which lists anticipated time frames and sequence of operations for the various work activities.

B. The construction schedule shall include activities such as contamination clean-up, removal of all PCB Articles, Items and containers from the work area to an off-site location.
authorized disposal location. The construction schedule shall also include routing for all PCB items to be removed from the work area and transported to disposal areas. Work activities, sequence of work and routing scheme shall be approved by the Environmental Consultant.

1.9 SAFETY PROCEDURES AND WORKER PROTECTION

A. Take all precautions and measures required to protect employees, related trade employees, inspection personnel, and the general public from exposure to PCB and Mercury solids, liquids and vapors.

B. Permanently disconnected power source prior to commencing removal of electrical articles from the structures.

C. Work Area Protection and Marking: Prior to commencing removal of any Universal waste, provide barricades and warning signs to clearly identify and effectively guard against unauthorized entry into work area.

D. All equipment shall be confined to the work area until work is complete and containers are sealed and equipment properly and safely stored for transport.

E. Protective measures shall be provided with the transportation of PCB and universal waste materials within the structures for the entire pathway to the transporting vehicle.

F. Protective Clothing and Equipment: At all times when PCB materials in any volume are not sealed in drums, containers or electrical equipment, workers shall wear:
   1. Disposable, non-porous gloves
   2. Disposable, whole body clothing impermeable to PCB's
   3. Respiratory protection (NIOSH/MSHA approved) against organic vapors and particulate (at least the level of particulate protection required at that stage of work for asbestos protection). The Contractor shall have a respiratory protection program established, which will be in compliance with ANSI Z228.2, OSHA 29 CFR 1910 and 1926, 40 CFR 763, Subpart G, and 42 CFR Part 84. All respiratory protection will be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part 11.
   4. Eye protection.

G. The Contractor shall provide protective clothing, eye protection, and respiratory protection as required for authorized inspection personnel monitoring work activities within the work area.

H. Personnel Protection and Procedures: The work areas shall at no time be left unattended after universal waste removal procedures have begun and until all waste is packed and sealed in approved containers. If immediate transportation to the disposal facility is not feasible, the work area must be secured in a manner approved by the Environmental Consultant. During removal and clean-up procedures all
personnel entering the work area must don protective clothing. Upon exiting the work area, all disposable protective clothing shall be placed in open-top drums, sealed, and removed from the property when other materials in same areas are removed.

I. Workers with cuts or scratches shall seal these wounds with "Newskin" or similar product before entering the work area. Similarly, workers who accidentally incur minor cuts or scratches in the course of work activities shall leave the work area, cleanse the wound with medical grade soap and seal the wound before returning to the work area.

J. The Contractor shall develop a plan for all universal waste-related work and submit this plan in advance of such work to the Owner and the Environmental Consultant in advance order to address the following items:

1. Lists of vehicles, equipment and personnel to be used in accomplishing the work.
2. Emergency spill plan encompassing all steps the Contractor will take in the event of a spill or other emergency.
3. Safety procedures shall cover all phases of operations including, but not limited to, handling, loading, transporting, securing waste loads and First aid procedures.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Disposal Bags: Provide 0.15mm (6 mil) thick leak-tight polyethylene bags.

B. DOT Hazardous Waste Disposal Drums: Provide DOT 17-H Open-Top Drums (55 gallon) in accordance with DOT regulations Title 49 CFR Parts 173, 178, and 179.

C. DOT Hazardous Waste Labels: in accordance with DOT regulations Title 49 CFR Parts 173, 178, and 179.

D. Solvents, sorbents and cleaners:

1. Solvents recognized for a high degree of PCB solubility. Contractor shall be required to provide copies of all Material Safety Data Sheets (MSDS) to the Owner and the Environmental Consultant for all chemicals to be used on site. The Contractor shall obtain approvals from the Owner and Environmental Consultant on chemicals to be used prior to their arrival on site.

2. Sorbents: Material recognized for a high degree of absorption.

3. Liquid Cleaners: Concentrated liquid alkaline base cleaner. Contractor shall be required to provide copies of all MSDSs to the Owner and Environmental Consultant for all chemicals to be used on site.

PART 3 – EXECUTION
3.1 GENERAL

A. Do not mix potentially hazardous waste streams. Where feasible, separate each type of hazardous waste from other types of hazardous wastes.

B. Segregate, package, label, transport and dispose of Hazardous Waste in accordance with DOT, EPA, State and Local Regulations.

C. Furnish labor, materials, services, and equipment necessary for the removal of PCB containing lighting ballasts, mercury-containing fluorescent lamps, high intensity discharge (HID) lamps, electrical switches, emergency lights, etc. in accordance with local, state, or federal regulations. Do not expose PCBs to open flames or other high temperature sources since toxic decomposition by-products may be produced. Do not break mercury containing fluorescent lamps or high intensity discharge lamps.

D. Ensure that work operations or processes involving PCB or PCB-contaminated materials are conducted in accordance with 40 CFR 761, 40 CFR 262, 40 CFR 263, and the applicable requirements of this section, including but not limited to:

1. Obtaining suitable PCB and mercury-containing lamp storage sites.

2. Notifying on site Environmental Consultant prior to commencing the operation.

3. Reporting leaks and spills to the Environmental Consultant and the Owner.

4. Cleaning up spills.

5. Inspecting PCB and PCB-contaminated items and waste containers for leaks.

6. Maintaining inspection, inventory and spill records.

3.2 HAZARDOUS WASTE DESIGNATION

A. The paint on wooden window components was identified to contain lead. The contractor shall perform waste stream characterization (analyses for lead via Toxicity Characteristic Leachate Procedure (TCLP) in accordance with EPA method 1311) and dispose of generated demolition waste accordingly at no additional cost to the Owner.

3.3 SPILL CLEAN-UP, CONTAINERIZATION AND MARKING

A. Clean-up of Work Area, Articles and Spills:

1. Equipment and Tools: After the last unit of electrical lighting has been separated from ballasts, all tools and equipment used in the work shall be decontaminated and properly stored for reuse.

   a. Where work surfaces have contacted PCB fluids, they shall be scraped clean, flushed with solvent, wiped clean and all debris placed in open type drums.

   b. All tools that may have come in contact with PCB at any concentration shall
be thoroughly flushed with solvent, wiped clean and properly stored.

2. PCB Articles (Electrical Equipment): All exterior surfaces of electrical equipment to be removed that may have come in contact with PCB's or contaminated oils or fluids either during the course of work activities or due to past leaks shall be thoroughly cleaned with solvent and wiped clean. Contractor shall clean surfaces to 10 micrograms per 100 square centimeters (10 mg/100 cm²).

3. Slabs, Floors and Walls: All concrete (or other surfaces) which have come in contact with PCB's or PCB mixtures in the course of the work as a result of past leaks shall be thoroughly cleaned using a combination of sorbents, solvents and cleaners.

4. Where feasible, the Contractor shall arrange to remove such Articles directly to transport vehicles prior to general clean-up.

5. Spilled Mercury can be cleaned up easily from wood, linoleum, tile and any similarly smooth surfaces. If a spill occurs on carpet, curtains, upholstery or other absorbent surfaces, the affected portion of the contaminated carpet shall be properly disposal.

B. Containerization and Marking:

1. All liquids generated as a result of work activities and clean-up operations shall be placed in closed top drums and sealed.

2. All solids such as sorbents, rags, disposable protective clothing, and other incidentals shall be placed in closed top drums and sealed.

3. All drums (and Article containers where used) shall be permanently marked as to specific contents and dated. In addition, each drum (and container) shall be marked with the standard EPA, PCB ML label identified below.

4. All PCB Articles such as ballasts and other equipment to be removed shall have a record of such action sealed in a weatherproof envelope displayed on the unit. Label record must include the type of action taken, date of action and the name of the technician in charge. A duplication of this label information shall be furnished to the Environmental Consultant.

5. A lamp that is broken must be cleaned up and placed in a container. The
HAZARDOUS WASTE MANAGEMENT

container must be closed, structurally sound, compatible with lamps, and lacking any evidence of spillage.

6. All mercury-containing bulbs and lamps shall be placed in a cardboard box prior to transporting in a larger container.

7. Other mercury containing items shall be placed in leak tight containers. Kitty litter or oil-absorbent matter should be placed around the product to protect it from breaking or sudden shocks.

C. PCB Release Limits:

1. The Contractor shall limit the airborne PCB concentration to below one microgram per cubic meter (1 mg/m³) of air following a clean-up.

2. The Contractor shall limit the PCB concentration of structures surfaces to below 10 micrograms per 100 square centimeters (10 mg/100 m²).

3. If required, air monitoring data shall include the sorbent type, sampling rate, sampling volume, analytical method, mass of PCB's detected, and limit of detection, as per NIOSH analytical method 5503. Surface monitoring shall include the filter type, sorbent type, sampling, location area sampled, analytical method, mass of PCB's detected and the limit of detection as per NIOSH analytical method 5503. Analytical results for PCB analysis shall be provided to the Environmental Consultant within 24 hours of the end of work on any weekend or 24 hours of the removal of the ballasts.

3.4 HAZARDOUS WASTE PACKAGING AND LABELING

A. The contractor shall dispose of hazardous solid waste (as determined by testing or presumptions) as follows:

1. Project Name “Holman Hall” must be included on all hazardous waste manifests.

2. The contractor shall comply with RCRA and applicable state and local hazardous waste regulations.

3. The contractor shall apply for or have an EPA identification number from the appropriate Regional EPA office if 100 kilograms (kg) or more of hazardous waste will be generated from the abatement process during any calendar month.

4. The contractor will comply with EPA and DOT regulations for containers. The contractor shall contact the state and local authorities to determine their criteria for containers. The more stringent regulations shall comply.

5. If the contractor is not a certified hazardous waste transporter, it shall become one or enter into a contract with a certified transporter to transport the waste. The contractor shall require the certified hazardous waste transporter to follow RCRA regulation.
6. DOT class 9 shipping labels shall be applied to or be printed on each packaging of lead-contaminated materials which is being shipped by air, exceeds 66 pounds (30 kg), or is smaller but does not have inner packaging up to 11 pounds (5 kg) or less in the strong outer packaging.

7. Project Name “Holman Hall” must be included on all hazardous waste manifests.

B. Sealed and Labeled Containers: maintain all containers in a continuously sealed condition after they have been sealed.

1. Do not reopen sealed containers.

2. Do not place additional waste in sealed containers.

3.5 TEMPORARY STORAGE

A. Partially filled containers of hazardous waste may be stored at the work site for intermittent packaging provided that:

1. Each container is properly labeled when it is first placed in service;

2. Each container remains closed at all times except when compatible waste types are added; and

3. When moved from site to site, each container remains within the geographic boundaries of the facility without moving or crossing public access highways.

3.6 REMOVAL OF HAZARDOUS WASTES

A. Immediately seal containers of hazardous waste as each container is filled. Remove containers of hazardous waste from the work site within seventy-two (72) hours of being filled.

B. Transporting filled containers from the work site to an approved disposal site or recycling center.

D. Continuously maintain custody of all hazardous material generated at the work site including security, short-term storage, transportation and disposition until custody is transferred to an approved disposal site or recycling center. Document continuous chain-of-custody.

E. Do not remove, or cause to be removed, hazardous waste from Government’s property without a legally executed Uniform Hazardous Waste manifest.

F. At completion of hauling and disposal of each load submit copies of waste manifest, signed by the disposal facility, the chain of custody form, and the landfill receipt to Owner.

G. Fully-executed Hazardous Waste Manifests shall be provided for all hazardous waste materials. Hazardous waste manifests signed by the Owner and waste hauler shall be provided to the Environmental Consultant at the time that hazardous materials are
removed from the property. Completed, signed Hazardous Waste Manifests shall be provided to the Environmental Consultant within five days of the time the hazardous waste materials are received at the disposal facility.

END OF SECTION
APPENDIX A

UNIFORM HAZARDOUS WASTE MANIFEST (SAMPLE)
**UNIFORM HAZARDOUS WASTE MANIFEST**

1. **Generator ID Number**
2. **Page 1 of**
3. **Emergency Response Phone**
4. **Manifest Tracking Number**

5. **Generator's Name and Mailing Address**
   - **Generator's Site Address (if different than mailing address)**
   - **HOLMAN HALL / THE COLLEGE OF NEW JERSEY**

6. **Transporter 1 Company Name**
   - **U.S. EPA ID Number**

7. **Transporter 2 Company Name**
   - **U.S. EPA ID Number**

8. **Designated Facility Name and Site Address**
   - **U.S. EPA ID Number**

9a. **9b. U.S. DOT Description (Including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))**

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11. **Total Quantity**
12. **Unit Wt./Vol.**
13. **Waste Codes**

14. **Special Handling Instructions and Additional Information**

15. **GENERATOR'S/OFFEROR'S CERTIFICATION:** I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent.

16. **International Shipments**
   - **Import to U.S.**
   - **Export from U.S.**
   - **Port of entry/exit:**
   - **Date leaving U.S.:**

17. **Transporter Acknowledgment of Receipt of Materials**
   - **Transporter 1 Printed/Typed Name**
   - **Signature**
   - **Month**
   - **Day**
   - **Year**
   - **Transporter 2 Printed/Typed Name**
   - **Signature**
   - **Month**
   - **Day**
   - **Year**

18. **Discrepancy**
   - **Discrepancy Indication Space**
     - **Quantity**
     - **Type**
     - **Residue**
     - **Partial Rejection**
     - **Full Rejection**
   - **Manifest Reference Number:**

19. **Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)**
   - **1.**
   - **2.**
   - **3.**
   - **4.**

20. **Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a**
   - **Printed/Typed Name**
   - **Signature**
   - **Month**
   - **Day**
   - **Year**

EPA Form 8700-22 (Rev. 3-05) Previous editions are obsolete.
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<tr>
<th>DESIGNATED FACILITY</th>
<th>TRANSPORTER</th>
<th>GENERATOR</th>
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<tr>
<td>24. Generator's Name</td>
<td>25. Transporter Company Name</td>
<td>26. Generator's Name</td>
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<tr>
<td>27a. HM</td>
<td>27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group, if any)</td>
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<tr>
<td>28. Containers No.</td>
<td>29. Total Quantity</td>
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<td>30. Unit Weight/Volume</td>
<td>31. Waste Codes</td>
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<tr>
<td>32. Special Handling Instructions and Additional Information</td>
<td>33. Transporter Acknowledgment of Receipt of Materials</td>
<td></td>
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<tr>
<td>34. Transporter Acknowledgment of Record of Materials</td>
<td>35. Discrepancy</td>
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<tr>
<td>36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)</td>
<td>37. Printed/Typed Name Signature Month Day Year</td>
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<td>38. Transporter</td>
<td>39. U.S. EPA ID Number</td>
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<td>40. Company Name</td>
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EPA Form 8700-22A (Rev. 3-05) Previous editions are obsolete.
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<th>Telephone #</th>
<th>Fax #</th>
<th>Email</th>
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</thead>
<tbody>
<tr>
<td>Plymouth Env.</td>
<td>Jim Kelly</td>
<td>610-239-9920</td>
<td>610-239-9921</td>
<td><a href="mailto:jmkelly@plyenv.com">jmkelly@plyenv.com</a></td>
</tr>
<tr>
<td>Ritter &amp; Prantfoe Contracting</td>
<td>Alan Lithney</td>
<td>315-738-0136</td>
<td>315-738-0181</td>
<td><a href="mailto:Alan@RPCi.Biz">Alan@RPCi.Biz</a></td>
</tr>
<tr>
<td>USA Env: Mgmt. Inc.</td>
<td>Dilip Kumar</td>
<td>215 365 5810</td>
<td>215 365 5870</td>
<td><a href="mailto:Dilip_Kumar@USAEmi.com">Dilip_Kumar@USAEmi.com</a></td>
</tr>
<tr>
<td>Winzinger, Inc.</td>
<td>Pat Creelman</td>
<td>609-267-8600</td>
<td>609-267-5195</td>
<td><a href="mailto:pat@winzinger.com">pat@winzinger.com</a></td>
</tr>
<tr>
<td>GNC</td>
<td>Mike Vasuie</td>
<td>973 492 0471</td>
<td>973 492 0133</td>
<td><a href="mailto:m.vasuie@pc.net">m.vasuie@pc.net</a></td>
</tr>
<tr>
<td>Silverland Services</td>
<td>Madhu Rajan</td>
<td>908 754 7272</td>
<td>908 754 7788</td>
<td><a href="mailto:mail@silverland.com">mail@silverland.com</a></td>
</tr>
<tr>
<td>National Waste &amp; Recycling</td>
<td>Michael Abdalla</td>
<td>551 574 6732</td>
<td>609 890 0505</td>
<td>MichaelJames.Abdalla@</td>
</tr>
<tr>
<td>Blue Book</td>
<td>Teresa Flomo</td>
<td>908 461 4422</td>
<td></td>
<td><a href="mailto:tflomo@mail.thebluebook.com">tflomo@mail.thebluebook.com</a></td>
</tr>
<tr>
<td>Superior Abat, Inc.</td>
<td>Nick Petrovski</td>
<td>973 808 1616</td>
<td>973 808 5130</td>
<td><a href="mailto:Dusko@ODRON.COM">Dusko@ODRON.COM</a></td>
</tr>
<tr>
<td>J. Vinch &amp; Sons, Inc.</td>
<td>Gary Vinch</td>
<td>609 883 3644</td>
<td>609 883 7380</td>
<td><a href="mailto:JVinchingC@aol.com">JVinchingC@aol.com</a></td>
</tr>
<tr>
<td>Two Brothers Contracting</td>
<td>Sal Madzarev</td>
<td>213 950 8811</td>
<td>213 966 8811</td>
<td><a href="mailto:Sal@TBCDemo.com">Sal@TBCDemo.com</a></td>
</tr>
<tr>
<td>Hudson Valley Environmental</td>
<td>Helen Sheak</td>
<td>732 967 0060</td>
<td>732 967 0603</td>
<td><a href="mailto:Huie.Jerry@gmail.com">Huie.Jerry@gmail.com</a>,</td>
</tr>
<tr>
<td>Shade Environmental</td>
<td>Bill Lynch</td>
<td>856 755 0089</td>
<td>856 462 5879</td>
<td>ShadeEnvironmental@</td>
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<tr>
<td>Company Name</td>
<td>Contact Person</td>
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<td>Fax #</td>
<td>Email</td>
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<td>JPC Group Inc</td>
<td>Matthew Baer</td>
<td>484-366-9055</td>
<td>856-332-1243</td>
<td><a href="mailto:matthew.bauer@jpcgroupinc.com">matthew.bauer@jpcgroupinc.com</a></td>
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<tr>
<td>Yannuzzi &amp; Sons Inc</td>
<td>John Mucha</td>
<td>908-844-8086</td>
<td>908-218-0882</td>
<td><a href="mailto:johnm@yannuzzi.net">johnm@yannuzzi.net</a></td>
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<tr>
<td>D'Jazza Demolition Inc</td>
<td>Damon Hozul</td>
<td>732-922-0758</td>
<td>732-922-6173</td>
<td>Damon@D'zazaDemo.com</td>
</tr>
<tr>
<td>D&amp;B Waste Management</td>
<td>Don Lucy</td>
<td>609-683-3263</td>
<td>866-571-0474</td>
<td><a href="mailto:djlucy@wm.com">djlucy@wm.com</a></td>
</tr>
<tr>
<td>Tricon Ent Inc</td>
<td>Scott Ruben</td>
<td>732-739-1200</td>
<td>732-739-5391</td>
<td><a href="mailto:SRubin@GOfTricon.com">SRubin@GOfTricon.com</a></td>
</tr>
<tr>
<td>Langan (Consultant)</td>
<td>Chris Hager</td>
<td>215-864-0640</td>
<td>215-864-0671</td>
<td><a href="mailto:chagerE@Langan.com">chagerE@Langan.com</a></td>
</tr>
<tr>
<td>EXP</td>
<td>Bob Lang</td>
<td>917-931-6006</td>
<td></td>
<td><a href="mailto:RLang@Eypae.com">RLang@Eypae.com</a></td>
</tr>
</tbody>
</table>
THE COLLEGE OF NEW JERSEY
Construction Bid Proposal Form

Office of Finance & Business Services
Administrative Services Building, Rm. 201
2000 Pennington Road
Ewing, New Jersey 08628-0718

Bid Number: AB140006
Bid Due Date: October 18, 2013

Project Name: Holman Hall Demolition

BIDDER INFORMATION

Firm Name:  
Telephone Number:

Contact Person:  
Fax Number:

Address:  
Email Address:

Federal I.D. Number:

SOLICITATION OF CONSTRUCTION BIDS

1. Bid proposals are solicited as follows:
   A. Single Bid (Lump Sum) which combines all trades.
      (1) The total number and types of trades are set forth in the Specifications.
      (2) Bidder enters the Bid Price on the line provided.
      (3) Pursuant to the requirements of N.J.S.A. 18A:64-76, bidder lists the names of the subcontractors on the Subcontractor Information page.

2. The scope of work includes demolition and removal of the entirety of the existing Holman Hall Building.
   A. See Specifications and Drawings for Details (included in RFP package).
   B. The College may issue Addenda or Clarifications which may include additions to or deletions from the scope of work; changes to the Specifications, Drawings, and proposal form; and clarifications of requirements. Bidder is advised to review all Addenda and/or clarifications carefully, and shall note the receipt of same with their bid package.
GENERAL INSTRUCTIONS AND REQUIREMENTS

1. PRICES
   A. Bidder submits prices for the Base Bid and any Alternate Proposals and Unit Prices which are listed for the contract of the bid. If there is no cost associated with the Alternate or Unit Price, bidder is required to enter “0.00” or “no change”. 
   B. Prevailing wage rates apply (Mercer County).
   C. Bid is to remain good for sixty (60) days after the Bid Due Date.

2. BOND REQUIREMENTS AND SURETY STANDARDS
   A. Bidder must submit with its bid a Certified Check in the amount of ten percent (10%) of the base bid, or a Bid Bond in the amount of ten percent (10%) of the base bid.
   B. The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.
      (1) The Performance and Payment Bond form and a sample Surety Disclosure Statement and Certification form are included at the end of this Construction Bid Proposal Form.
   C. All bid deposits shall be returned within three (3) days of Notice of Intent to Award, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract, and delivery of the Performance Bond/Labor and Material Bond and Certificates of Insurance.
   D. Should the successful bidder fail to enter into said contract after acceptance of bid by the College, then the check or security deposited by that bidder shall, at the option of the College, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond.
   E. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

3. LICENSES, CERTIFICATIONS, REGISTRATIONS, QUALIFICATIONS
   A. The bidder or, as applicable, its subcontractors shall at the time of bid have those required licenses, certifications, registrations, qualifications and the like (“LCRQ”) listed below and shall present satisfactory evidence thereof upon request of the College prior to the notice of intent to award.
      (1) The electrical contractor or subcontractor as applicable shall have a valid electrical license. (An electrical license is not required when the work is below 110Volt)
      (2) The plumbing contractor or subcontractor as applicable shall have a valid plumbing license.
      (3) The lead abatement contractor or subcontractor as applicable shall have a valid lead abatement license.
      (4) The asbestos abatement contractor or subcontractor as applicable shall have a valid lead abatement license.
B. The selected bidder/contractor or, as applicable, its subcontractors shall have and shall present satisfactory evidence of all other required LCRQ noted in the Specifications after execution of contract during the submittal process and prior to the start of the applicable work, unless otherwise requested by the College or a date or event specified for that LCRQ in the Specifications.

4. SUBCONTRACTORS
   A. Pursuant to New Jersey State Law (N.J.S.A. 18A-76.1), a Single Bid (Lump Sum) bidder discloses its subcontractors to whom the bidder intends to subcontract the work. The Subcontractor Information sheet is provided for this purpose.

5. Under Executive Order 34, the College is responsible for soliciting demographic information from its vendors. The College is required to seek the following information from each firm under contract with the College:

   1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO  
      (African-American, Hispanic, Asian, and/or Native American)

   2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO

   3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)
      
      □ Asian American
      □ Multiple Ethnicities
      □ Non-Minority
      □ Hispanic American
      □ African American
      □ Caucasian American Female
      □ Native American
      □ Unspecified

The College is required to solicit the foregoing information. Your response, however, is strictly voluntary. Please be advised that any contracting decisions made by the College will not be influenced in any way by your decision to provide the above information.

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey’s purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which those state entities do business.

7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission.

8. **PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS**
   - The work described in this project is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.
   - The Public Works Contractor Registration Act requires the bidder and any subcontractors listed in the bid to be registered with the New Jersey Department of Labor and Workforce Development at the time the bid is submitted. The contractor must submit registration certificates for all listed subcontractors prior to award of the contract.
   - The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor's regulations at N.J.A.C. 12:60-7.1 through 7.4.
   - Please refer to [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html) for official wage rate determinations for Mercer County, NJ.

9. In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of N.J.S.A. 19:44A-1 et seq/P.L. 2005 Ch. 51 (“Chapter 51”) and Executive Order 117. Enclosed are the requirements of Chapter 51
and Executive Order 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid proposal cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury. A completed copy of your Certification form is not required at time of bid; however, it will be required from the bidder who receives the notice of intent to award from the College prior to the execution of the contract.

10. Vendors conducting business with any State agency including The College of New Jersey will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey prior to the award of a contract. N.J.S.A. 52:32-44.

11. Energy Star energy efficient products: Under Executive Order #11 (Corzine), the College is required to select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program.

12. QUESTIONS
   A. Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to 609-637-5140 or email to horodesk@tcnj.edu and must be received prior to 4:00 p.m. on October 7, 2013.
   B. Should any questions be received, an addendum or clarification will be available on or after October 10, 2013. If an addendum and/or clarification is posted, it SHOULD be noted in the General Agreement section of the bidders proposal. Failure to do so may subject Bidder to disqualification.

13. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM
   A. Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and “Sealed Bid Enclosed for (Bid Number and Project Name)”.
   B. Bidder mails or deliver by hand the sealed bid, no later than 2:00 p.m., October 18, 2013, to The College of New Jersey, Attention: Roselle Horodeski for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. At 2:00 p.m., all bids will be publicly opened and read in Room 103 of the Administrative Services Building.
   C. Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College’s Mail Room or Receiving Department, not
directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.

14. Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by the College. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening to allow the College to determine the lowest bid that will most economically serve the intentions of this Contract.

15. Any bidder who has defaulted on any contract with the College or any other State Agency may be considered as not responsible and their bid may be rejected. THE COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the College deems proper and/or necessary in its best interest.

16. Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

17. The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.

18. The College is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.

19. Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.

20. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.

21. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.

22. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the College's decision shall be final and conclusive.

23. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the College, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

24. ACCEPTANCE/REJECTION OF BIDS
A. THE COLLEGE OF NEW JERSEY reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, re-advertise and/or take such other steps decreed necessary and in the best interest of the College in accordance with law. Where two or more bidders are tied and all other relevant factors being equal, the College reserves the right to make the award to one of the bidders.

B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the College, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.

C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.

D. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the College and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of a written "Intent to Award" from the College.

E. When award of contract is made in one fiscal year with effective date in the next fiscal year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract term.

25. WITHDRAWAL OF BIDS
   A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the College prior to the specified time of the bid opening.

   B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

26. OSHA COMPLIANCE:
   A. The Contractor shall guarantee that all materials, supplies and equipment to be provided under his contract shall meet all applicable requirements, Specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the College, and shall also apply to Contractors Construction procedures.

27. APPLICABLE LAWS:
   A. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the Contractor and is not meant to be all-inclusive. In the event that other laws are applicable, it shall be the responsibility and obligation of the Contractor to ascertain and comply with them.

   (1) New Jersey Statutes and Regulations
N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq., Affirmative Action
Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
N.J.S.A. 52:32-44, Business Registration Certificate
N.J.S.A. 34:11-56.48 et seq., Public Works Contractor Registration Act

(2) Federal Statutes
Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) et seq.
The Americans with Disabilities Act of 1990

28. EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS
A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract.

B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications and, that the Specifications and Drawings are adequate and the required result can be produced under the Drawings and Specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

29. DRAWINGS AND SPECIFICATIONS
A. The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.

B. Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.

30. FORM OF AGREEMENT
A. Every successful bidder shall be required to sign the standard form contract, a copy of which is attached. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable and will be deemed to constitute a bid exception.

31. MULTIPLE BIDS NOT ALLOWED:
   A. No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

32. SUBSTITUTIONS:
   A. The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the contract.

33. DOCUMENTS/SUBMISSIONS THAT MUST BE PROVIDED BEFORE CONTRACT AWARD:
   • AFFIRMATIVE ACTION: The bidder is required to complete and submit a copy of Initial Project Workforce Report (AA-201) to the College and the Division of Public Contracts Equal Employment Opportunity Compliance verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. The bidder also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to The College and the Division.
   • CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with The College’s contract.
   • P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:
     In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.
   • New Jersey Business Registration Certificate
   • All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.
The following Bidder’s Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to insure that its bid proposal is complete.

a. _____ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.

b. _____ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.

c. _____ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.

d. _____ Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.

e. _____ Bidder has completed and enclosed the Non-Collusion Affidavit.

f. _____ Bidder has completed and enclosed the Ownership Disclosure form.

g. _____ Bidder and each disclosed subcontractor has enclosed a copy of its registration certificate in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development)

h. _____ Bidder has enclosed a copy of its Chapter 51 & EO117 Certification form. A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.

i. _____ Bidder has enclosed a copy of its New Jersey Business Registration Certificate in accordance with the requirements of the New Jersey Division of Revenue. A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.

j. _____ Bidder has acknowledged the Affirmative Action Language in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).

k. _____ Bidder has enclosed its MWBE information.

l. _____ Bidder has enclosed its Electrical and Plumbing License and any other licenses, certifications, certifications, and qualifications.

m. _____ Bidder has enclosed its Vendor Qualification Statement

n. _____ Bidder has included a copy of its latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.

o. _____ Bidder has included a copy of its DPMC Notice of Classification and Total Amount of Uncompleted Contracts.
GENERAL AGREEMENT

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

2. Bidder acknowledges receipt of the following Addendums/Clarifications:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
<th>Addendum Number</th>
<th>Date</th>
<th>Addendum Number</th>
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<td>_____</td>
<td>_________</td>
</tr>
</tbody>
</table>

3. Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates at the time of the bid and for the duration of the contract for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Industry, Trenton, NJ 08625 (609) 292-2259 or visiting the Department of Labor website at (http://lwd.dol.state.nj.us/labor-wagehour-wage/rates.html).

4. Bidder agrees that its price is good and the bid shall not be withdrawn for a period of 60 calendar days after the scheduled Bid Due Date and Time.

5. Upon conclusion of the 10 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker’s compensation.

6. Bidder acknowledges work to commence on site not later than ten (10) calendar days after receipt of a Notice to Proceed.

Respectfully submitted,

(Seal if bid is by Corporation)

__________
(Signature of Principal)

__________
(Printed Name of Principal)

__________
(Title of Principal)
To: The College of New Jersey

for: Demolition of Holman Hall

Date ______________

A. BID:

1. Base: We, ______________________________________________, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, addendums/clarifications/bulletins, drawings, and proposal, for the Contract amount indicated below for the above noted project in strict accordance with the Contract Documents and Addenda thereto for the total sum of:

_____________________________________ Dollars $_____________________
(words)

General Construction (Single overall Prime Contract)

2. Add/Deduct Alternate
   Check One: _____Add   _____Deduct

No Alternates are requested for this bid.

3. CHECK LIST FOR BIDDERS:
   A check list has been provided in these specifications for the use in completing this proposal. Bidders are encouraged to reference said list to minimize the opportunity for errors by the bidder.

B. UNIT PRICES: We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Unit Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work):

   No Unit Prices are requested for this bid.

C. AGREEMENT: We, the Undersigned, agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the Standard Form of Agreement Between Owner and Contractor.

D. SURETY: We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Performance and Payment Bonds as required.
   - Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

E. BID SECURITY: The attached bid security is to become the Property of the Owner in the event that the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and
additional expense (including the difference between the price provided with said bond and the next lowest responsive bidder) to the Owner caused thereby.

Certified Check  $______________________________  
Bid Bond  $______________________________

F. STATEMENT:
1. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

2. We, the Undersigned, acknowledge receipt of the following Addenda/Clarifications:

<table>
<thead>
<tr>
<th>Addenda Number</th>
<th>Dated</th>
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<tbody>
<tr>
<td>_______________</td>
<td>________________</td>
</tr>
</tbody>
</table>

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the Contract Documents.

Dated  ___________________________________________________

Firm Name__________________________________ Phone Number:________________

Address

__________________________________________

**If a corporation, give the State of Incorporation, using the phrase:
"A corporation organized under the laws of _________________________."
If a partnership, give names of the partners, using also the phrase:
"Co-partners trading and doing business under the firm name and style of _________________________."

If an individual using a trade name, give individual name, also using the phrase:
"An individual doing business under the firm name and style of _________________________."

Dated: __________________________

STATE OF __________________________  SS.
COUNTY OF __________________________

____________________________________ being duly sworn say that the several matters stated in this proposal are in all respects true, and that no member of the State or employee of the College are interested in any way in this proposal.

Sworn and subscribed before me  __________________________  Bidder signs above line

this __________ day of ___________ 20___

_________________________________ and __________________________________________
Print Name and Title
SUBCONTRACTOR INFORMATION FOR SINGLE BID (LUMP SUM)

Pursuant to the State Colleges Contract Law, N.J.S.A. 18A:64-76.1, all bids submitted shall set forth the names and license numbers of all subcontractors to whom the bidder intends to subcontract the plumbing and gas fitting work; the heating and ventilating systems and equipment; the electrical work, including any electrical power plants; the structural steel and ornamental iron work; and all other work and materials required for the completion of the project (individually, the “Trade” or collectively, the “Trades”).

For each Trade listed below for which the work will be completed by a subcontractor you must list for each such subcontractor at a minimum the name and, where applicable, license number (or in lieu thereof enclose a copy of the license with this form) and preferably you will also list the subcontractor’s address, telephone number, and fax number. If the work will be self-performed by the bidder, you may indicate that by inserting the name of the bidder (next to “Name”). If work by that Trade is not required per the scope of work of the project, you may indicate that by inserting “Not required” (next to “Name”). If the name of a subcontractor is not provided on this form for any one or more of the Trades, the bidder, in submitting its bid, certifies that, for such Trades, either the work will be self-performed by the bidder, or the work is not required per the scope of work.

Failure to complete this form as required may result in your bid being disqualified.

Plumbing and Gas Fitting work

List information for Subcontractor, if any:

Name: __________________________
License Number: __________________________
Address: __________________________
Telephone: __________________________
Fax: __________________________

Heating and Ventilating Systems and Equipment

List information for Subcontractor, if any:

Name: __________________________
License Number: __________________________
Address: __________________________
Telephone: __________________________
Fax: __________________________

Electrical work
List information for Subcontractor, if any:

Name: __________________________
License Number: __________________________
Address: ______________________________________

Telephone: ______________________________________
Fax: ______________________________________

**Structural Steel work**

List information for Subcontractor, if any:

Name: __________________________
License Number: __________________________
Address: ______________________________________

Telephone: ______________________________________
Fax: ______________________________________

**Lead Abatement Work**

List information for Subcontractor, if any:

Name: __________________________
NJ DCA License Number: __________________________
US EPA Lead Certification Number: __________________________
Address: ______________________________________

Telephone: ______________________________________
Fax: ______________________________________
Asbestos Abatement Work
List information for Subcontractor, if any:

Name: __________________________

NJ DOL License Number: __________________________

Address: __________________________

Telephone: __________________________

Fax: __________________________

________________________________________________________________________

Bidder Name

By: __________________________

Signature

________________________________________________________________________

Printed Name of Signing Individual

________________________________________________________________________

Date
1. Contractor and sub-contractors are requested to check all of the following that apply to their company and, if applicable, submit a copy of their certificate(s):

A. My company is certified by the NJ Department of Treasury, Division of Revenue as a:
   _____ small business _____ minority-owned business _____ female-owned business

B. My company is certified by the NJ Department of Transportation as a:
   _____ small business _____ minority-owned business _____ female-owned business

C. My company is a _____ small business _____ minority-owned or _____ female-owned but is not certified by either NJ Department.

C. _____ My company is not a small business, minority-owned or female-owned.

___________________________
Signed

___________________________
Date
PERFORMANCE BOND & PAYMENT BOND
BOND NO.____________

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned __________________________ __________________________ as Principal, and___________________________________________________, a corporation of the State of ____________________________, duly authorized to do business in the State of New Jersey, having an office at __________________________________________________, are hereby held and firmly bound unto The College of New Jersey in the Penal Sum of _______________________________________________________________ DOLLARS, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this __________ day of _________________________, 20_____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the __________ day of ____________________, 20_____, enter into a written contract with The College of New Jersey for _______________________________________________ which said contract is made a part of this bond as set forth herein;

NOW, if the said _________________________________________________________ shall well and faithfully do and perform the things agreed by _______________________ to be done and performed according to the terms of the said contract; shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms of other suppliers or teams. fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions, or additions in or to the terms of the said contract, or in or to the plans and specifications therefore shall in any wise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey including N.J.S.A. 18A:64-68 and any amendments thereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Witness

Witness as to Surety

Countersigned

this _______ day of ______________, 20_____  financial statement of the bonding company must be attached to each copy (a total of three) of the Performance Bond.

BY:____________________________________   ATTORNEY-IN-FACT

NOTE: General Power of Attorney and the current financial statement of the bonding company must be attached to each copy (a total of three) of the Performance Bond.
SURETY DISCLOSURE STATEMENT AND CERTIFICATION

__________________________, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety’s most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ending December 31, ____ (insert most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety’s capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

________________________________________________________________________________________

________________________________________________________________________________________

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each surety that surety’s underwriting limitation and the effective date thereof):

________________________________________________________________________________________

________________________________________________________________________________________

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of date on which such limitation was so established, is as follows (indicating for each such surety that surety’s underwriting limitation and the date on which that limitation was established):

________________________________________________________________________________________

________________________________________________________________________________________

(4) The amount of the bond to which this statement and certification is attached is $______________________.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such re-insurer under that contract and the amount of that re-insurer’s participation in the contract is as follows:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement certification is attached shall have been filed with the appropriate public agency.

CERTIFICATION

(to be completed by an authorized certifying agent for each surety on the bond)

I, ______________________ (name of agent), as ______________________ (title of agent)

for _______________________________________________________________ (name of surety),

a corporation/mutual insurance company/other (indicate type of business organization by circling one) domiciled in _______ _______ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID and I am subject to punishment.

________________________________________
(Signature of certifying agent)

________________________________________
(Printed name of certifying agent)

________________________________________
(Title of certifying agent)

________________________________________
(Date of Certification)