



REQUEST FOR QUOTATIONS

TRANSPORT AND DISPOSAL OF REGULATED SOILS AT THE BALZANO AND MARINE TERMINAL CAMDEN, NEW JERSEY

**SOUTH JERSEY PORT CORPORATION
2 Aquarium Drive, Suite 100
Camden, NJ 08103**

Deadline: August 17, 2023 at 11:00am

Scope of Work

The work includes all materials, labor, supervision, and equipment to provide tri-axle trucking services for the transport and disposal of approximately one-hundred and fifteen (115) tons of regulated soil material from a South Jersey Port Corporation (hereinafter "SJPC") site located at 551 South Second Street, the Balzano Marine Terminal, in Camden, NJ, and delineated on the Attachment A site location plan (hereinafter referred to as the "Site").

This Remedial disposal and transport to approved landfill Scope of Work (SOW) was prepared to request pricing and construction schedules to perform the transport and disposal of regulated material. The Site currently contains a gravel covered lot enclosed by security fencing. Refer to Attachment A. The remediation, including the excavation of mildly petroleum-impacted soils to pre-determined dimensions of approximately 20 feet in length, 10 feet in width, and 10 feet in depth, and the loading onto the transport trucks, will be performed by others. The SJPC Engineer will provide an on-Site coordinator to direct and document the proposed excavation, loading and backfilling activities. The specific activities for these tasks are described in the following sections:

Activities

1. Provide tri-axle trucks for transport of regulated soil material for the Site. Transport vehicles to be properly outfitted for transport of such material.
2. Provide disposal services at the selected disposal facility approved by NJDEP to accept such regulated material. Soils testing results are provided herein.
3. Manifests of disposed material to be provided to SJPC.

Soil sampling has been performed by SJPC. Soils sample material classifications and chain of custody documentation are provided under separate cover.

Site Location

Balzano Marine Terminal - 101 Joseph A. Balzano Boulevard, Camden, New Jersey
<http://southjerseyport.com/facilities/balzano-marine-terminal/>

Security

The Balzano Marine Terminals are secure facilities. All workers are required to have a federally issued Transportation Worker Identity Card (TWIC) to visit the Site.

Contact Information

Please submit your quotation to Patrick Boyle, Purchasing Manager, via e-mail at pboyle@southjerseyport.com by August 17, 2023 at 11:00am.

Prevailing Wage

Contractor/vendor will pay the prevailing wage rate, to the extent required by law. Please complete the attached Prevailing Wage Act Compliance Declaration with your quotation.

Insurance Requirements

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval by the client is provided. The term Contractor shall include Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by South Jersey Port Corporation ("SJPC"). If found to be non-compliant, SJPC may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to SJPC or SJPC may withhold payment to the Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII."
- b) Contractor shall not have a Deductible/Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Deductible/Self-Insured Retention exceeding this amount, approval must be received from SJPC prior to starting work. In the event any policy includes an SIR, the Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured and Waiver of Rights of Subrogation requirements specified herein shall be provided within the SIR amount(s).
- c) All insurance required herein, with the exception of the Cyber/Privacy Liability & Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage must include:

- i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years, subsequent to the completion of their work / final payment.
- d) The Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to SJPC in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide SJPC with Certificates of Insurance, evidencing the insurance coverages listed below, at least ten (10) days prior to the start of work and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until SJPC has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to SJPC.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to SJPC with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

Certificates of Insurance shall be provided to:

Patrick Boyle
Purchasing Manager
South Jersey Port Corporation
2 Aquarium Dr., Suite 100
Camden, NJ 08103
pboyle@southjerseyport.com

Failure of SJPC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of SJPC to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Upon SJPC's written request to broker (with a copy of such request to Contractor), Contractor hereby agrees and authorizes Contractor's insurance broker to provide directly to the SJPC a full and complete copy of all policies of insurance to which SJPC is named as an Additional Insured pursuant to this exhibit, including all endorsements, exclusions and addendums.

- f) Additional Insured: All liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), shall include an endorsement naming the Indemnified

Parties and following entities as Additional Insureds (collectively, the “Additional Insureds”) as follows:

SJPC and any other party whom SJPC is required by contract, permit, and/or agreement to name as Additional Insured are Additional Insureds on a primary and non-contributory basis for ongoing and completed operations. Each of Additional Insured’s respective directors, officers, partners, members, employees, agents and representatives shall also be afforded coverage as Additional Insured.

Additional Insured coverage for the Commercial General Liability and Umbrella / Excess Liability policies must be provided for both ongoing operations and completed operations (using ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13, or their equivalents – in New York State CG 20 38 is required in lieu of CG 20 10) on a primary and non-contributory basis. Coverage should be provided for a period of three (3) years subsequent to the completion of work/final payment.

SJPC reserves the right to require Contractor to name other parties as additional insureds as required by SJPC.

If you are operating in a state that has implemented “Anti-Indemnity” Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Kansas, Texas, Oklahoma, Georgia, Arizona, and Nebraska.

There shall be no “Insured versus Insured Exclusion” on any policies (other than “Named Insured versus Named Insured”); all policies will provide for “cross liability coverage” as per standard ISO policy forms.

- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner/Client, SJPC and all Additional Insureds. All policies maintained by the Contractor shall include an endorsement waiving rights of recovery in favor of the Additional Insureds described above, as permitted by state law.
- h) A copy of these requirements must be provided by the Contractor to Subcontractors of every tier. Contractor shall require all Subcontractors to provide insurance that is compliant with the requirements of this exhibit at a minimum, as well as any additional coverage(s) the Contractor deems appropriate for its Subcontractors to maintain for the contracted work. Contractor is responsible for verifying its’ Subcontractors compliance with these requirements.
- i) The amount of insurance provided in the required insurance coverage shall not be construed to be a limitation of the liability on the part of the Contractor.
- j) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- k) Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own expense. Any insurance coverages maintained by Contractor that exceed the minimum requirements in this Exhibit shall be applicable to the project.

- I) Contractor shall promptly notify SJPC and the appropriate insurance company (ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company (ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGE - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

Workers' Compensation and Employer's Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit
- c) USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.
- d) Includes coverage for sole proprietors, partners, members, or officers who will be performing the work.
- e) Where applicable, if the Contractor is lending or leasing its employees to SJPC for the work under this contract (e.g. crane rental with operator) or Contractor leases employees through other payroll, employee management firm, PEO or other company, it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor of SJPC.

Commercial General Liability:

Provided on ISO form [CG 00 01](#) 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following minimum limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$2,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).

- c) The General Aggregate Limit must apply on a Per Project basis.
- d) No exclusions or limitations to or for the actual work being performed by or on behalf of the Contractor.
- e) No exclusions for residential construction with respect to the work to be completed by or on behalf of the Contractor.
- f) No exclusions or limitations pertaining to the location where the work is being performed.
- g) Amended definition at Occurrence (coverage for work done on your behalf by a Subcontractor).
- h) No sexual abuse or molestation exclusion.
- i) No assault and battery exclusion.
- j) No amendment to the definition of an "Insured Contract."
- k) No exclusions or limitations related to Exterior work or the Height of the work.
- l) No Third-Party Action Over, New York Labor Law, or Gravity related exclusions or limitations.
- m) No exclusion for Bodily Injury to an insured's employee.
- n) No Subcontractor Warranty endorsements.
- o) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad (CG 24 17 10 01), if applicable. A stand-alone Railroad Protective Liability policy may be required based on the scope of this project.
- p) If this Contract relates to snow removal, a snowplowing operations coverage endorsement (CG 22 92) shall be included to provide completed operations coverage.

Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.
- b) Minimum Per Accident Combined Single Limit \$1,000,000
- c) For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

Pollution Liability Insurance:

(REQUIRED FOR GENERAL CONTRACTORS, CONSTRUCTION MANAGERS. AND ENVIRONMENTAL CONTRACTORS. REQUIRED FOR SUBCONTRACTORS IF DESIGNATED BY THE SUBCONTRACTOR'S SCOPE OF WORK)

- a) Covering losses caused by pollution incidents that arise from the operations of the Contractor and /or their subcontractors of any tier.
- b) Minimum Limits of Liability:
 - Occurrence Limit: \$1,000,000
 - Aggregate Limit: \$1,000,000
- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) No Exclusions for Silica, Asbestos, Lead, Polyfluoroalkyl Substances (PFAS).
- e) Include Mold Coverage for full policy limit of liability.
- f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- g) All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.

Professional Liability Insurance:

(REQUIRED FOR GENERAL CONTRACTORS AND CONSTRUCTION MANAGERS. REQUIRED FOR SUBCONTRACTORS IF DESIGNATED BY THE SUBCONTRACTOR'S SCOPE OF WORK)

- a) Minimum Limits of Liability
 - Per Claim Limit: \$1,000,000
 - Aggregate Limit: \$1,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.
- c) Coverage shall be extended to cover "Green Building," if applicable.

Owned, Leased, Rented or Borrowed Equipment:

Contractor shall maintain Property Coverage for:

- a) their owned, leased, rented, or borrowed equipment, tools, trailers, etc.; and
- b) include a Waiver of Subrogation in favor of all Additional Insureds.

Additional Requirements

- If awarded a contract, your company/form shall be required to comply with the requirements of N.J.S.A. 10:5-31, et seq, and N.J.A.C. 17:27-1.1, et seq.
- Prior to entry into a contract with your company/firm, the following may/shall be required to be provided, as applicable, to the SJPC:
 1. W-9;
 2. New Jersey Business Registration Certificate;
 3. Russia/Belarus Disclosure (attached)
 4. AA/EEO Compliance (per Exhibit B – attached); and,
 5. All other documents required by New Jersey statute or regulation from vendors contracting with a Public Agency.

Failure to provide any required documents, as requested, will preclude entry by the SJPC into a contract with your company/firm.

BID FORM

ITEM	DESCRIPTION	Quantities	Unit	Unit Price	Total
1	Transport of Regulated Material to the disposal facility	115	Tons		
2	Disposal Fee	115	Tons		

Basic Scope LUMP SUM Bid (Items 1 and 2) - \$ _____

In words: _____

Company Name

Signature

Date _____

Print name of person authorized to sign

Title

Item Descriptions

Item 1 – Provide labor, supervision, and equipment to transport regulated soil from the site to the approved disposal landfill facility.

Item 2 – Provide labor, supervision, equipment and landfill disposal fees to properly dispose of the transported regulated soil at the landfill.

Project Attachments

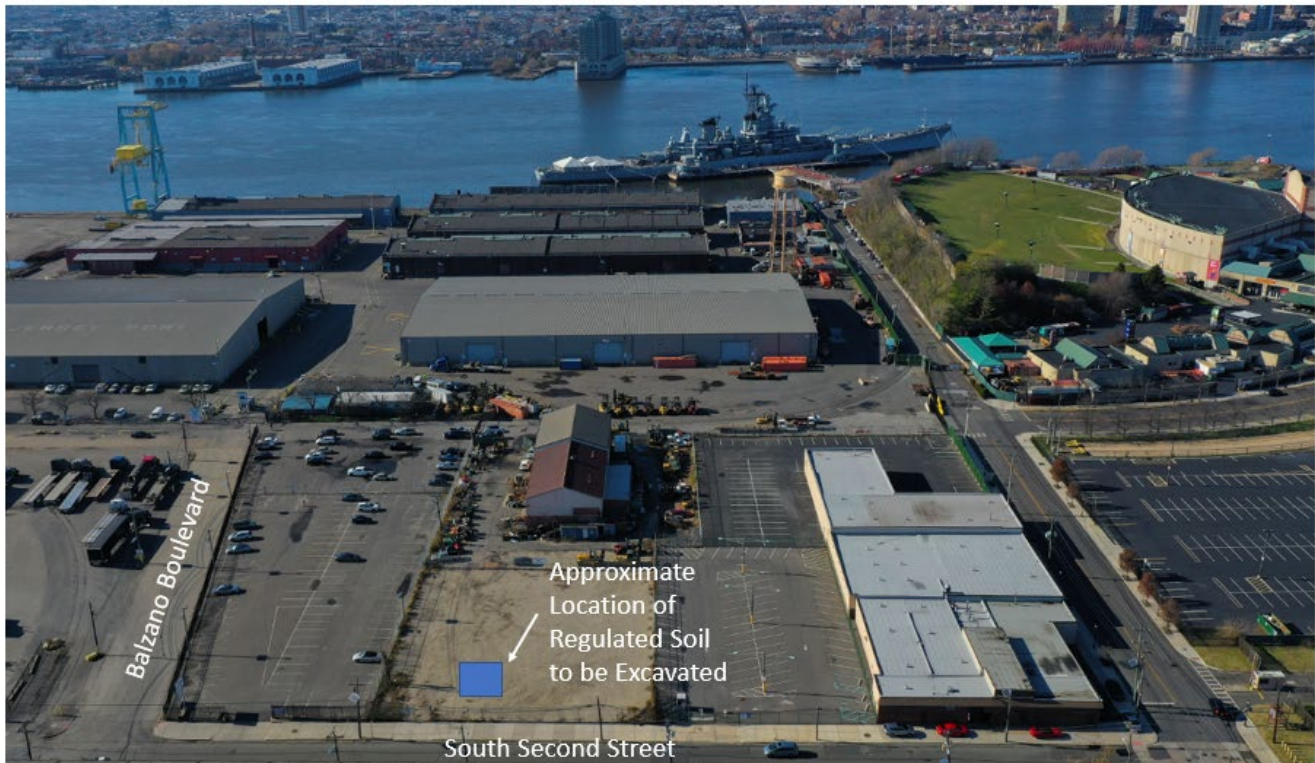
Attachment A – Balzano Terminal – Location of Work

Attachment B – Soil Sampling Test Results

Attachment C – Chain of Custody Documentation

ATTACHMENT A

BALZANO TERMINAL – LOCATION OF WORK



SGS Dayton, NJ

Job Number:	JD51108						
Account:	Paulus, Sokolowski and Sartor Inc						
Project:	SJPC UST						
Client Sample ID:		WC-1	WC-1	WC-1 GRAB 1	WC-1 GRAB 1	WC-1 GRAB 2	WC-1 GRAB 3
Lab Sample ID:		JD51108-17	JD51108-17A	JD51108-18	JD51108-18A	JD51108-19	JD51108-20
Sample Type		Composite	Composite	Grab	Grab	Grab	Grab

MS Volatiles (SW846 8260D)

Acetone	mg/kg	-	-	0.0642	-	-	-
Benzene	mg/kg	-	-	ND (0.00052)	-	-	-
Bromochloromethane	mg/kg	-	-	ND (0.00064)	-	-	-
Bromodichloromethane	mg/kg	-	-	ND (0.00049)	-	-	-
Bromoform	mg/kg	-	-	ND (0.0016)	-	-	-
Bromomethane	mg/kg	-	-	ND (0.00087)	-	-	-
2-Butanone (MEK)	mg/kg	-	-	0.0072 J	-	-	-
Carbon disulfide	mg/kg	-	-	0.0014 J	-	-	-
Carbon tetrachloride	mg/kg	-	-	ND (0.00071)	-	-	-
Chlorobenzene	mg/kg	-	-	ND (0.00053)	-	-	-
Chloroethane	mg/kg	-	-	ND (0.00068)	-	-	-
Chloroform	mg/kg	-	-	ND (0.00059)	-	-	-
Chloromethane	mg/kg	-	-	ND (0.0022)	-	-	-
Cyclohexane	mg/kg	-	-	ND (0.00075)	-	-	-
1,2-Dibromo-3-chloropropane	mg/kg	-	-	ND (0.00079)	-	-	-
Dibromochloromethane	mg/kg	-	-	ND (0.00064)	-	-	-
1,2-Dibromoethane	mg/kg	-	-	ND (0.00048)	-	-	-
1,2-Dichlorobenzene	mg/kg	-	-	ND (0.00062)	-	-	-
1,3-Dichlorobenzene	mg/kg	-	-	ND (0.00057)	-	-	-
1,4-Dichlorobenzene	mg/kg	-	-	ND (0.00057)	-	-	-
Dichlorodifluoromethane	mg/kg	-	-	ND (0.00083)	-	-	-
1,1-Dichloroethane	mg/kg	-	-	ND (0.00057)	-	-	-
1,2-Dichloroethane	mg/kg	-	-	ND (0.00054)	-	-	-
1,1-Dichloroethene	mg/kg	-	-	ND (0.00075)	-	-	-
cis-1,2-Dichloroethene	mg/kg	-	-	ND (0.00096)	-	-	-
trans-1,2-Dichloroethene	mg/kg	-	-	ND (0.00070)	-	-	-
1,2-Dichloropropane	mg/kg	-	-	ND (0.00054)	-	-	-
cis-1,3-Dichloropropene	mg/kg	-	-	ND (0.00054)	-	-	-
trans-1,3-Dichloropropene	mg/kg	-	-	ND (0.00052)	-	-	-
Ethylbenzene	mg/kg	-	-	0.0026	-	-	-
Freon 113	mg/kg	-	-	ND (0.0031)	-	-	-
2-Hexanone	mg/kg	-	-	ND (0.0024)	-	-	-
Isopropylbenzene	mg/kg	-	-	0.0088	-	-	-
Methyl Acetate	mg/kg	-	-	ND (0.0016)	-	-	-
Methylcyclohexane	mg/kg	-	-	0.0015 J	-	-	-
Methyl Tert Butyl Ether	mg/kg	-	-	ND (0.00054)	-	-	-
4-Methyl-2-pentanone(MIBK)	mg/kg	-	-	ND (0.0026)	-	-	-
Methylene chloride	mg/kg	-	-	ND (0.0030)	-	-	-
Styrene	mg/kg	-	-	ND (0.00046)	-	-	-
1,1,2,2-Tetrachloroethane	mg/kg	-	-	ND (0.00069)	-	-	-
Tetrachloroethene	mg/kg	-	-	ND (0.00066)	-	-	-
Toluene	mg/kg	-	-	ND (0.00060)	-	-	-
1,2,3-Trichlorobenzene	mg/kg	-	-	ND (0.0029)	-	-	-
1,2,4-Trichlorobenzene	mg/kg	-	-	ND (0.0029)	-	-	-
1,1,1-Trichloroethane	mg/kg	-	-	ND (0.00055)	-	-	-
1,1,2-Trichloroethane	mg/kg	-	-	ND (0.00063)	-	-	-
Trichloroethene	mg/kg	-	-	ND (0.00087)	-	-	-
Trichlorofluoromethane	mg/kg	-	-	ND (0.00078)	-	-	-
Vinyl chloride	mg/kg	-	-	ND (0.00055)	-	-	-
m,p-Xylene	mg/kg	-	-	0.0157	-	-	-
o-Xylene	mg/kg	-	-	0.0134	-	-	-
Xylene (total)	mg/kg	-	-	0.0291	-	-	-

MS Volatile TIC

Total TIC, Volatile	mg/kg	-	-	4.67 J	-	-	-
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MS Semi-volatiles (SW846 8270E)

2-Chlorophenol	mg/kg	ND (0.019)	-	-	-	-	-
4-Chloro-3-methyl phenol	mg/kg	ND (0.023)	-	-	-	-	-
2,4-Dichlorophenol	mg/kg	ND (0.032)	-	-	-	-	-
2,4-Dimethylphenol	mg/kg	ND (0.067)	-	-	-	-	-
2,4-Dinitrophenol	mg/kg	ND (0.14)	-	-	-	-	-

4,6-Dinitro-o-cresol	mg/kg	ND (0.040)	-	-	-	-	-
2-Methylphenol	mg/kg	ND (0.024)	-	-	-	-	-
3&4-Methylphenol	mg/kg	ND (0.031)	-	-	-	-	-
2-Nitrophenol	mg/kg	ND (0.025)	-	-	-	-	-
4-Nitrophenol	mg/kg	ND (0.10) ^a	-	-	-	-	-
Pentachlorophenol	mg/kg	ND (0.035)	-	-	-	-	-
Phenol	mg/kg	ND (0.020)	-	-	-	-	-
2,3,4,6-Tetrachlorophenol	mg/kg	ND (0.025)	-	-	-	-	-
2,4,5-Trichlorophenol	mg/kg	ND (0.028)	-	-	-	-	-
2,4,6-Trichlorophenol	mg/kg	ND (0.022)	-	-	-	-	-
Acenaphthene	mg/kg	0.349	-	-	-	-	-
Acenaphthylene	mg/kg	ND (0.019)	-	-	-	-	-
Acetophenone	mg/kg	ND (0.0081)	-	-	-	-	-
Anthracene	mg/kg	ND (0.023)	-	-	-	-	-
Atrazine	mg/kg	ND (0.016)	-	-	-	-	-
Benzo(a)anthracene	mg/kg	0.342	-	-	-	-	-
Benzo(a)pyrene	mg/kg	0.281	-	-	-	-	-
Benzo(b)fluoranthene	mg/kg	0.342	-	-	-	-	-
Benzo(g,h,i)perylene	mg/kg	0.161	-	-	-	-	-
Benzo(k)fluoranthene	mg/kg	0.117	-	-	-	-	-
4-Bromophenyl phenyl ether	mg/kg	ND (0.015)	-	-	-	-	-
Butyl benzyl phthalate	mg/kg	ND (0.0092) ^a	-	-	-	-	-
1,1'-Biphenyl	mg/kg	0.343	-	-	-	-	-
Benzaldehyde	mg/kg	ND (0.0093)	-	-	-	-	-
2-Chloronaphthalene	mg/kg	ND (0.0090)	-	-	-	-	-
4-Chloroaniline	mg/kg	ND (0.014)	-	-	-	-	-
Carbazole	mg/kg	ND (0.0055)	-	-	-	-	-
Caprolactam	mg/kg	ND (0.015) ^a	-	-	-	-	-
Chrysene	mg/kg	0.338	-	-	-	-	-
bis(2-Chloroethoxy)methane	mg/kg	ND (0.0081)	-	-	-	-	-
bis(2-Chloroethyl)ether	mg/kg	ND (0.016)	-	-	-	-	-
2,2'-Oxybis(1-chloropropane)	mg/kg	ND (0.014)	-	-	-	-	-
4-Chlorophenyl phenyl ether	mg/kg	ND (0.012)	-	-	-	-	-
2,4-Dinitrotoluene	mg/kg	ND (0.012)	-	-	-	-	-
2,6-Dinitrotoluene	mg/kg	ND (0.019)	-	-	-	-	-
3,3'-Dichlorobenzidine	mg/kg	ND (0.031)	-	-	-	-	-
1,4-Dioxane	mg/kg	ND (0.025)	-	-	-	-	-
Dibenzo(a,h)anthracene	mg/kg	0.0475 ^b	-	-	-	-	-
Dibenzofuran	mg/kg	0.44	-	-	-	-	-
Di-n-butyl phthalate	mg/kg	ND (0.0061)	-	-	-	-	-
Di-n-octyl phthalate	mg/kg	ND (0.0094)	-	-	-	-	-
Diethyl phthalate	mg/kg	ND (0.0080)	-	-	-	-	-
Dimethyl phthalate	mg/kg	ND (0.0067)	-	-	-	-	-
bis(2-Ethylhexyl)phthalate	mg/kg	0.0595 J	-	-	-	-	-
Fluoranthene	mg/kg	0.661	-	-	-	-	-
Fluorene	mg/kg	0.697	-	-	-	-	-
Hexachlorobenzene	mg/kg	ND (0.0095)	-	-	-	-	-
Hexachlorobutadiene	mg/kg	ND (0.015)	-	-	-	-	-
Hexachlorocyclopentadiene	mg/kg	ND (0.015)	-	-	-	-	-
Hexachloroethane	mg/kg	ND (0.019)	-	-	-	-	-
Indeno(1,2,3-cd)pyrene	mg/kg	0.202 ^b	-	-	-	-	-
Isophorone	mg/kg	ND (0.0081)	-	-	-	-	-
2-Methylnaphthalene	mg/kg	2.12	-	-	-	-	-
2-Nitroaniline	mg/kg	ND (0.0089) ^a	-	-	-	-	-
3-Nitroaniline	mg/kg	ND (0.0094)	-	-	-	-	-
4-Nitroaniline	mg/kg	ND (0.0098)	-	-	-	-	-
Naphthalene	mg/kg	0.744	-	-	-	-	-
Nitrobenzene	mg/kg	ND (0.015) ^a	-	-	-	-	-
N-Nitroso-di-n-propylamine	mg/kg	ND (0.011) ^a	-	-	-	-	-
N-Nitrosodiphenylamine	mg/kg	ND (0.014)	-	-	-	-	-
Phenanthrene	mg/kg	1.61	-	-	-	-	-
Pyrene	mg/kg	0.947	-	-	-	-	-
1,2,4,5-Tetrachlorobenzene	mg/kg	ND (0.0096)	-	-	-	-	-

MS Semi-volatile TIC							
Total TIC, Semi-Volatile	mg/kg	73.8 J	-	-	-	-	-
GC Volatiles (SW846 8015D)							
TPH-GRO (C6-C10)	mg/kg	20.2	-	ND (6.4)	-	13.9	16.7
GC/LC Semi-volatiles (SW846 8015D)							
TPH-DRO (C10-C44)	mg/kg	1020	-	101	-	124	65.8
GC/LC Semi-volatiles (SW846 8082A)							
Aroclor 1016	mg/kg	ND (0.017)	-	-	-	-	-
Aroclor 1221	mg/kg	ND (0.023)	-	-	-	-	-
Aroclor 1232	mg/kg	ND (0.024)	-	-	-	-	-
Aroclor 1242	mg/kg	ND (0.015)	-	-	-	-	-
Aroclor 1248	mg/kg	ND (0.033)	-	-	-	-	-
Aroclor 1254	mg/kg	ND (0.020)	-	-	-	-	-
Aroclor 1260	mg/kg	ND (0.016)	-	-	-	-	-
Aroclor 1268	mg/kg	ND (0.016)	-	-	-	-	-
Aroclor 1262	mg/kg	ND (0.024)	-	-	-	-	-
Metals Analysis							
Arsenic	mg/kg	7.7	-	-	-	-	-
Barium	mg/kg	86.5	-	-	-	-	-
Cadmium	mg/kg	<0.55	-	-	-	-	-
Chromium	mg/kg	26.3	-	-	-	-	-
Copper	mg/kg	56	-	-	-	-	-
Lead	mg/kg	141	-	-	-	-	-
Mercury	mg/kg	0.27	-	-	-	-	-
Nickel	mg/kg	9.9	-	-	-	-	-
Selenium	mg/kg	2.3	-	-	-	-	-
Silver	mg/kg	0.62	-	-	-	-	-
Zinc	mg/kg	91.6	-	-	-	-	-
General Chemistry							
Corrosivity as pH	su	8.19 NC	-	-	-	-	-
Cyanide Reactivity	mg/kg	<11	-	-	-	-	-
Ignitability (Flashpoint)	Deg. F	>200	-	-	-	-	-
Paint Filter Test	ml/100g	<0.50 °	-	-	-	-	-
Solids, Percent	%	87.3	-	85.7	-	88.5	86.4
Sulfide Reactivity	mg/kg	<110	-	-	-	-	-
Total Organic Halides	mg/kg	-	-	<23	-	<22	<23
MS Volatiles (SW846 8260D)							
Benzene	mg/l	-	-	-	ND (0.0021)	-	-
2-Butanone (MEK)	mg/l	-	-	-	ND (0.034)	-	-
Carbon tetrachloride	mg/l	-	-	-	ND (0.0028)	-	-
Chlorobenzene	mg/l	-	-	-	0.0091 B ^d	-	-
Chloroform	mg/l	-	-	-	ND (0.0025)	-	-
1,4-Dichlorobenzene	mg/l	-	-	-	ND (0.0025)	-	-
1,2-Dichloroethane	mg/l	-	-	-	ND (0.0030)	-	-
1,1-Dichloroethene	mg/l	-	-	-	ND (0.0030)	-	-
Tetrachloroethene	mg/l	-	-	-	ND (0.0045)	-	-
Trichloroethene	mg/l	-	-	-	ND (0.0026)	-	-
Vinyl chloride	mg/l	-	-	-	ND (0.0039)	-	-
MS Semi-volatiles (SW846 8270E)							
2-Methylphenol	mg/l	-	ND (0.0089)	-	-	-	-
3&4-Methylphenol	mg/l	-	ND (0.0088)	-	-	-	-
Pentachlorophenol	mg/l	-	ND (0.014)	-	-	-	-
2,4,5-Trichlorophenol	mg/l	-	ND (0.013)	-	-	-	-
2,4,6-Trichlorophenol	mg/l	-	ND (0.0092)	-	-	-	-
1,4-Dichlorobenzene	mg/l	-	ND (0.0017)	-	-	-	-
2,4-Dinitrotoluene	mg/l	-	ND (0.0055)	-	-	-	-
Hexachlorobenzene	mg/l	-	ND (0.0033)	-	-	-	-
Hexachlorobutadiene	mg/l	-	ND (0.0049)	-	-	-	-
Hexachloroethane	mg/l	-	ND (0.0039)	-	-	-	-
Nitrobenzene	mg/l	-	ND (0.0064)	-	-	-	-
Pyridine	mg/l	-	ND (0.0039)	-	-	-	-
GC/LC Semi-volatiles (SW846 8081B)							

gamma-BHC (Lindane)	mg/l	-	ND (0.000040)	-	-	-	-
Chlordane	mg/l	-	ND (0.0014)	-	-	-	-
Endrin	mg/l	-	ND (0.000040)	-	-	-	-
Heptachlor	mg/l	-	ND (0.000030)	-	-	-	-
Heptachlor epoxide	mg/l	-	ND (0.000040)	-	-	-	-
Methoxychlor	mg/l	-	ND (0.000045)	-	-	-	-
Toxaphene	mg/l	-	ND (0.0011)	-	-	-	-

GC/LC Semi-volatiles (SW846 8151A)

2,4-D	mg/l	-	ND (0.00098)	-	-	-	-
2,4,5-TP (Silvex)	mg/l	-	ND (0.00020)	-	-	-	-

Metals Analysis

Arsenic	mg/l	-	<0.10	-	-	-	-
Barium	mg/l	-	0.47	-	-	-	-
Cadmium	mg/l	-	<0.0040	-	-	-	-
Chromium	mg/l	-	<0.010	-	-	-	-
Copper	mg/l	-	0.029	-	-	-	-
Lead	mg/l	-	<0.10	-	-	-	-
Mercury	mg/l	-	<0.00020	-	-	-	-
Nickel	mg/l	-	0.016	-	-	-	-
Selenium	mg/l	-	<0.10	-	-	-	-
Silver	mg/l	-	<0.010	-	-	-	-
Zinc	mg/l	-	0.24	-	-	-	-

Footnotes:

^a Associated CCV outside of control limits high, sample was ND.

^b Associated CCV outside of control limits high. Estimated value, due to corresponding failure in the batch associated CCV.

^c No free liquids.

^d Indicates analyte found in associated leachate blank.



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SME

CHAIN OF CUSTODY

SGS North America Inc. - Dayton
2235 Route 130, Dayton, NJ 08810
TEL: 732-329-0200 FAX: 732-329-3499/3480
www.sgs.com/ehsusa

EHSA-QAC-0023-04-FORM-Standard COC

FED-EX Tracking #	Bottle Order Control #
SGS Quote #	SGS Job #

mm-oft 082622-83
JD5108

Client / Reporting Information		Project Information		Requested Analysis				Matrix Codes	
Company Name: PSTAS -		Project Name: SJPC-UST		BMEPH CATION HOLD for Contingency				DW - Drinking Water GW - Ground Water WW - Water SW - Surface Water SO - Soil SL - Sludge SED - Sediment OI - Oil LIQ - Other Liquid AIR - Air SOL - Other Solid WP - Wipe FB - Field Blank EB - Equipment Blank RB - Rinse Blank TB - Trip Blank	
Street Address: 3 Mountview Blvd		Street: 5.2nd Street							
City State Zip: Whippen NJ 07059		City State: Camden, NJ							
Project Contact E-mail: BrianDago@sgs.com		Project #:							
Phone #: 908-217-3940		Client Purchase Order #:							
Sample(s) Name(s): BrianDago@sgs.com		Project Manager: BrianDago@sgs.com		Attention:		pH Check (Lab Use Only)		LAB USE ONLY	

SGS Sample #	Field ID / Point of Collection	MECH/DI Vial #	Collection		Sampled by	Grab (G) Comp (C)	Source Chlorinated (Y/N)	Matrix	# of bottles	Number of preserved Bottles										ENCORE	LAB USE ONLY			
			Date	Time						HCl	NaOH	HNO3	H2SO4	NONE	DI Water	MEOH	ENCORE							
1	SJPC-01C		9/1/22	800	BD	6	N	5	1														BIS	
2	SJPC-02B		9/1/22	830																				HLI
3	SJPC-5B			1100																				833
4	SJPC-11B			915																				encore
5	SJPC-9C			1200																				4042
6	SJPC-10B			1300																				
7	SJPC-10C			1330																				
8	SJPC-01D			815																				
9	SJPC 2C			815																				
10	SJPC-11C			1115																				
11	SJPC-9D			1230																				
12	SJPC-5C			1110																				

Turn Around Time (Business Days)		Deliverable		Comments / Special Instructions	
<input type="checkbox"/> 10 Business Days <input type="checkbox"/> 6 Business Days <input checked="" type="checkbox"/> 3 Business Days <input type="checkbox"/> 2 Business Days <input type="checkbox"/> 1 Business Day <input type="checkbox"/> Other All data available via Lablink		Approved By (SGS PM) / Date: MM		<input type="checkbox"/> Commercial "A" (Level 1) <input type="checkbox"/> Commercial "B" (Level 2) <input checked="" type="checkbox"/> NJ Reduced (Level 3) <input type="checkbox"/> Full Tier I (Level 4) <input type="checkbox"/> Commercial "C" <input type="checkbox"/> NJ DKQP	
		<input type="checkbox"/> NYASP Category A <input type="checkbox"/> NYASP Category B <input type="checkbox"/> MA MCP Criteria <input type="checkbox"/> CT RCP Criteria <input type="checkbox"/> State Forms <input type="checkbox"/> EDD Format		<input type="checkbox"/> DOD-QSMS * 3 day TAT on EPH only! * Naphthalene, 2-methylnaphthalene total + SLP Contingency http://www.sgs.com/en/terms-and-conditions	

Sample Custody must be documented below each time samples change possession, including courier delivery.

Relinquished by: <i>[Signature]</i>	Date / Time: 9/2/22 11:00	Received By: <i>[Signature]</i>	Relinquished By: <i>[Signature]</i>	Date / Time: 9/2/22 16:46	Received By: <i>[Signature]</i>
Relinquished by: 3	Date / Time:	Received By: 3	Relinquished By: 4	Date / Time:	Received By: 4
Relinquished by: 5	Date / Time:	Received By: 5	Custody Seal #	<input type="checkbox"/> Intact <input type="checkbox"/> Not Intact Absent	Therm ID: On Ice Cooler Temp. °C 3.5 3.2

SGS Sample Receipt Summary

Job Number: JD51108

Client: PAULUS SOKOLOWSKI AND SARTOR IN

Project: SJPC UST

Date / Time Received: 9/2/2022 4:46:00 PM

Delivery Method: _____

Airbill #'s: _____

Cooler Temps (Raw Measured) °C: Cooler 1: (3.5); Cooler 2: (3.2);

Cooler Temps (Corrected) °C: Cooler 1: (4.1); Cooler 2: (3.8);

Cooler Security

Y or N

Y or N

- | | | | | | |
|---------------------------|-------------------------------------|--------------------------|-----------------------|-------------------------------------|--------------------------|
| 1. Custody Seals Present: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 3. COC Present: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Custody Seals Intact: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 4. Smpl Dates/Time OK | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Cooler Temperature

Y or N

- | | | |
|------------------------------|-------------------------------------|--------------------------|
| 1. Temp criteria achieved: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Cooler temp verification: | <u>IR Gun</u> | |
| 3. Cooler media: | <u>Ice (Bag)</u> | |
| 4. No. Coolers: | <u>2</u> | |

Quality Control Preservation

Y or N N/A

- | | | | |
|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Trip Blank present / cooler: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Trip Blank listed on COC: | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Samples preserved properly: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. VOCs headspace free: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Sample Integrity - Documentation

Y or N

- | | | |
|--|-------------------------------------|--------------------------|
| 1. Sample labels present on bottles: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Container labeling complete: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Sample container label / COC agree: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Sample Integrity - Condition

Y or N

- | | | |
|----------------------------------|-------------------------------------|--------------------------|
| 1. Sample recvd within HT: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. All containers accounted for: | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Condition of sample: | <u>Intact</u> | |

Sample Integrity - Instructions

Y or N N/A

- | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Analysis requested is clear: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 2. Bottles received for unspecified tests | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Sufficient volume recvd for analysis: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. Compositing instructions clear: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Filtering instructions clear: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Test Strip Lot #s:	pH 1-12: <u>231619</u>	pH 12+: <u>203117A</u>	Other: (Specify) _____
--------------------	------------------------	------------------------	------------------------

Comments

Job Change Order: JD51108

Requested Date: 9/6/2022 **Received Date:** 9/2/2022
Account Name: Paulus, Sokolowski and Sartor Inc **Due Date:** 9/12/2022
Project Description: SJPC UST **Deliverable:** REDT2
C/O Initiated By: MARIE.MEID **PM:** MM **TAT (Days):** 7

=====

Sample #: JD51108-18 **Change:**
Dept: Add V8260TCL20+

TAT: 7

WC-1 GRAB 1

=====

Above Changes Per: Brian D.

Date/Time: 9/6/2022

To Client: This Change Order is confirmation of the revisions, previously discussed with the Client Service Representative.

Job Change Order: JD51108

Requested Date: 9/14/2022 **Received Date:** 9/2/2022
Account Name: Paulus, Sokolowski and Sartor Inc **Due Date:** 9/21/2022
Project Description: SJPC UST **Deliverable:** REDT2
C/O Initiated By: MARIE.MEID **PM:** MM **TAT (Days):** 7

=====

Sample #: JD51108-1 **Change:**
Relog for B8270EPHNAP+2MNAP

Dept:

TAT: 7

SJPC-01C

=====

Sample #: JD51108-5 **Change:**
Relog for B8270EPHNAP+2MNAP

Dept:

TAT: 7

SJPC-9C

=====

Sample #: JD51108-6 **Change:**
Relog for B8270EPHNAP+2MNAP

Dept:

TAT: 7

SJPC-10B

=====

Above Changes Per: Brian D.

Date/Time: 9/14/2022

To Client: This Change Order is confirmation of the revisions, previously discussed with the Client Service Representative.

PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respects with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination", is attached at the close of this section, or is available upon request at the Offices of the South Jersey Port Corporation. Pursuant to N.J.S.A., 34:11-56.37 and 34:11-56.38, Prevailing Wage Act, no public works contract may awarded to any contractor or subcontractor or to any firm, corporation or partnership in which they have an interest on the disbarred bidders list located at the end of this specification, or available upon request at the Offices of the South Jersey Port Corporation, until expiration date give. Workmen shall be paid not less than such prevailing wage rate. In the event it is found that any workmen employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less then the prevailing rate required to be paid such contract, the Owner may terminate the Contractor's or Subcontract's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess cost occasioned thereby.

Before final payment is made by or on behalf of the Owner any sum or sums due to the work, the Contract of Subcontractor shall file with the treasurer of the Owner, written statements in a form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due owing from such contractor or subcontractor filling such statement to any and all workmen wages due on account of the work, setting forth therein the name of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned in an (individual)(partnership)(corporation) under the Laws of the State of, _____ having principal offices at _____.

Signature: _____

Print Name: _____

Company Name : _____

Address : _____

Phone Number: _____



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

CONTRACT TITLE _____
CONTRACT NUMBER _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([P.L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarusⁱⁱ. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the [Department of the Treasury's list](#) of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus.
- OR**
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.
- OR**
- C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.
Description of Prohibited Activity *(Attach Additional Sheets If Necessary.)*

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

- D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. *(Attach Additional Sheets If Necessary.)*

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

Definitions

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

ⁱⁱ Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

The Department of Treasury list of Vendors engaged in prohibited activities in Russia or Belarus, referenced in the preceding page, can be found at:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers

directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

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

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **NJAC 17:27-1.1 et seq.**