

BID SPECIFICATIONS

Building Demolition for Ideal City Center Project

Washington Avenue and Main Street

City of Pleasantville, NJ

Due Date: October 23, 2025 at 11:00 a.m.

Prepared By:



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NJ PE License #34902

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NOTICE TO BIDDERS

Notice is hereby given that sealed bids for the "**Building Demolition for Ideal City Center Project**" located at the corner of Washington Avenue and Main Street, City of Pleasantville, NJ, will be received at the Municipal Clerk's Office, City of Pleasantville Municipal Building, 18 North First Street, Pleasantville NJ 08242 until October 23, 2025 at 11:00 a.m. prevailing time, at which time they will be publicly opened and read. Bids will be accepted from any company or firm meeting the contract document provisions.

Contract documents may be examined and obtained at the Engineer's Office, Schaeffer Nassar Scheidegg Consulting Engineers, LLC, 1425 Cantillon Boulevard, Mays Landing, New Jersey, (609) 625-7400, Monday through Thursday from 8:00 a.m. to 5:00 p.m., and may be examined, but not obtained, at the Municipal Clerk's Office **by appointment only**. A deposit of \$100.00 per set will be required, which will not be refunded. If mailed, via USPS, an additional payment of \$25.00 will be required. Monies are non-refundable and checks are to be made payable to Schaeffer Nassar Scheidegg Consulting Engineers, LLC.

Bids must be made on the Bid Proposal Form contained in Section 3 of the Technical Bid Specifications and must be enclosed in a sealed envelope plainly marked, "**Building Demolition for Ideal City Center Project**" and bearing the name and address of the Bidder clearly marked on the outside.

The bid specifications are for the Building Demolition Ideal City Center Project for the property located at the corner of Washington Avenue and Main Street known as Block 102, Lots 5, 10, 12, 24, 26, 27, 28 & 30 in the City of Pleasantville, County of Atlantic, State of New Jersey.

Bid security in the form of a certified treasurer's or cashier's check or Bid Bond in the amount of 10% of the bid amount not to exceed \$20,000 is required and should be made payable to The City of Pleasantville with a letter of surety.

Bidders must submit with their bids the Non-Collusion Affidavit contained in the contract documents.

Prevailing wages established under the Davis-Bacon Act will apply to this contract. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for minority and female participation, MBE and WBE participation, participation by Section 3 residents and businesses, and related matters.

The bidders/offerors must submit documentary evidence of minority and women business enterprises and of Section 3 businesses (low- and moderate-income businesses) who have been contacted and to whom commitments have been made. Documentation of such solicitations and commitments shall be submitted concurrently with the bid.

The provisions of the Federal Government Department of Labor's current wage rate determinations and the New Jersey Prevailing Wage Act are requirements of this project. The higher of the Federal or State Wage Rate and the higher of the Federal or State Fringe Benefit Rate shall prevail.

During the performance of this Contract, the Contractor agrees to comply with the requirements of Affirmative Action Regulations, N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The project is utilizing Urban Enterprise Zone (UEZ) Grant funding administered by the City of Pleasantville.

The City of Pleasantville reserves the right to reject any or all Proposals and to waive any informalities or irregularities in the bids received and accept same if deemed in the best interests of the citizens of the City of Pleasantville. Awards shall be made to the lowest qualified, responsible and responsive vendor who must provide certificate(s) of insurance for Worker's Compensation, general liability and auto insurance coverages; with the City of Pleasantville named as additional insured. Chosen vendor must execute an indemnification / hold harmless agreement prepared by the City of Pleasantville.

By: Davinna King-Ali, Municipal Clerk

BID DOCUMENTS CHECKLIST

The following documents must be submitted with your bid. Place a ✓ next to each number to indicate forms are included.

1. ADDENDA ACKNOWLEDGEMENT FORM
2. ADDENDUM(S) (*IF APPLICABLE*)
3. AFFIRMATIVE ACTION LANGUAGE EXHIBIT A
4. AFFIRMATIVE ACTION ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS
5. AMERICANS WITH DISABILITIES EXHIBIT B
6. BID DOCUMENTS CHECKLIST
7. BID PROPOSAL FORMS
8. BID SECURITY
9. CONSENT OF SURETY
10. CONTRACTOR'S QUESTIONNAIRE/CERTIFICATION FORM
11. CONTRACTOR REGISTRATION CERTIFICATION FORM
12. CONTRACTOR'S REGISTRATION APPLICATION (*IF APPLICABLE*)
13. DPMC NOTICE OF CLASSIFICATION (FORM DPMC 27)
14. DPMC TOTAL AMOUNT OF UNCOMPLETED CONTRACTS (FORM DPMC 701); CERTIFIED
15. IRS FORM W-9
16. NON-COLLUSION AFFIDAVIT FORM
17. POLITICAL CONTRIBUTION DISCLOSURE FORM
18. PRE-QUALIFICATION AFFIDAVIT FORM
19. PREVAILING WAGES CERTIFICATION FORM
20. STATEMENT OF OWNERSHIP FORM
21. SWORN CONTRACTOR CERTIFICATION – QUALIFICATIONS AND CREDENTIALS
22. TAXPAYER'S IDENTIFICATION NUMBER - (must be included where requested and indicated)
23. VENDOR'S AFFIDAVIT

The following documents are not required to be submitted with the proposal, but must be submitted prior to the contract award:

1. Proof of business registration with the State of New Jersey (NJ Business Registration Certificate)
2. Disclosure of Investment Activities in Iran
3. Certification of Federal Non-Debarment

I have read the above and complied with the given instructions.

AUTHORIZED SIGNATURE: _____ TITLE: _____

COMPANY: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

ADVISORY INFORMATION FOR BIDDERS

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure their bid proposal is presented at the district's Business Office before the date and time fixed for closure of the bid proposal period. This will occur at the advertised date and prevailing time. No extensions or exceptions will be made. Access to the Business Office may be delayed because of security clearance.

2. MAIL

All mail is brought to the City Offices in mailbags, approximately 10:00 am each day. The mail is then sorted within the district system by departments. The Business Office routinely receives its mail at approximately 11:00am.

3. HAND DELIVERY

All potential bidders are to send their responses through the US Postal Service or other recognized delivery service that provides certification of delivery to the sender.

4. UPS / FED EX / AND OTHER EXPRESS DELIVERY SERVICES

Deliveries of this type are usually made from 10:00am and beyond. These items are brought only to the receptionist at the main building entrance. The receptionist then calls the various departments with a request to pick up their items. There may be some delays in getting bid proposals to the Business Office on the 5th floor.

Bid proposals arriving after the advertised date and time for any reason **cannot** be accepted or opened. The school district will not be responsible for any delay in the purchasing department receiving bid proposals.

Bidders are advised to confirm the purchasing department's receipt of mailed proposals prior to the opening date and time.

THE CITY OF PLEASANTVILLE WILL NOT ASSUME RESPONSIBILITY FOR BIDS FORWARDED THROUGH THE MAIL OR IF LOST IN TRANSIT AT ANY TIME BEFORE THE OPENING.

INSTRUCTIONS TO BIDDERS

- BIDS** must be properly submitted and executed in accordance with the Instructions and made upon the forms supplied by the City of Pleasantville in this specifications package. Prospective bidders are advised not to use forms from any previous bid specifications package issued by the City. Material deviations or alterations shall be grounds for rejection. After being executed by the bidder or someone having authority for same, the bid must be enclosed, sealed and the covering properly marked to indicate the contents. The sealed envelope containing the bid should be enclosed in another envelope and mailed via the US Postal Service or other recognized delivery service that provides certification of delivery to the sender and addressed as follows:

**City of Pleasantville
DEMOLITION BID
Attn: Kenia Nunez-Acuna, CMFO, QPA
18 North First Street
Pleasantville, NJ 08232**

It is the responsibility of each bidder to ensure the bid proposal is complete and submitted **prior** to the advertised bid date and time. No bids shall be received or accepted by The City of Pleasantville after the advertised bid date and time.

THE CITY OF PLEASANTVILLE WILL NOT ASSUME RESPONSIBILITY FOR BIDS FORWARDED IF LOST IN TRANSIT AT ANY TIME BEFORE THE OPENING OR NOT DELIVERED TO THE ADDRESS ABOVE.

- BID OPENING**

All bids will be unsealed by the Purchasing Agent Kenia Nunez-Acuna, CMFO/QPA on October 23, 2025, at **11:00am**, local time, at the following location:

**City of Pleasantville
18 North First Street
Pleasantville, NJ 08232**

Questions concerning bids should be directed in writing to the Engineer, via e-mail at rami@snsce.com.

- BID PROPOSAL PACKAGES—NUMBER OF COPIES TO SUBMIT** (1) ORIGINAL; (1) COPY
The district requires one (1) original proposal (marked "original") and one (1) copy to be submitted at the prevailing date and time. The original will be kept on-file in the City Office and one copy will be available for public inspection. Faxed proposals will not be accepted; electronic (e-mailed) proposals will not be accepted.
- AFFIRMATIVE ACTION – EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS (EEO)**
The construction contractor shall complete and submit an Initial Project Workforce Report, Form AA-201 upon notification of award by the City of Pleasantville. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and the City of Pleasantville's Public Agency Compliance Officer.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract. A link to Form AA-201 is as follows:

https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201.pdf

All bidders should familiarize themselves with Exhibit A-Mandatory Affirmative Action Language Revised 2016.P.L. 1975 C.127 (N.J.A.C. 17:27) CONSTRUCTION CONTRACTS, herein attached to these specifications. If awarded a contract your firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and P.L. 1975 C.127 (N.J.A.C. 17:27) et. seq.

Questions concerning this requirement should be relayed to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program—PO Box 206
Trenton, New Jersey 08625-0206

All bidders are required to complete and submit the Affirmative Action Construction Contracts Acknowledgment Form, here enclosed in the bid package.

5. AMERICAN GOODS

In accordance with N.J.S.A. 18A:18A-20, only manufactured products of the United States, wherever available, and where possible are to be used with this project.

6. AMERICANS WITH DISABILITIES ACT; FACILITIES FOR PERSONS WITH DISABILITIES

The contractor must comply with all provisions of Title II of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121.01 et seq. The City of Pleasantville further recognizes that all specifications for the construction, remodeling or renovation of any public building shall provide facilities for the physically handicapped. Reference—N.J.S.A. 18A:18A-17.

It is further recommended that bidders are required to read the Americans with Disabilities language form that is included in these specifications. The form shall be signed to show agreement with the provisions of Title II of the Act and the provisions are to be made a part of the contract. The signed form shall be submitted with the bid proposal. The contractor is obligated to comply with the Act and to hold the owner harmless.

7. ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent the City of Pleasantville from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq).

8. ARBITRATION

All matters in dispute other than those set forth above shall be submitted to arbitration at the request of either party to the dispute and the decision of the arbitrators shall be final and conclusive. Any demand for arbitration shall be made within a reasonable time after the dispute has arisen but in no case shall the demand be made later than the time of final payment.

9. ARCHITECT OR CONSTRUCTION DISPUTES; ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to construction contracts or relating to contracts for engineers or architects, surveyors, design or skilled services relating to construction contracts for prompt payment issues shall be submitted to the following Alternative Dispute Resolution process ("ADR"):

All disputes shall first be submitted to the architect of record, if there is one, for a determination. If thirty (30) days pass without a determination by the architect or a determination is made that does not resolve the dispute, then the claims shall be submitted for non-binding mediation by a single mediator.

The mediation shall be held where the project is located before a mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally.

Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts.

The Bidder further agrees to include a similar provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors to include similar mediation provisions in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. The arbitration of claims is expressly excluded under this Contract.

If the parties cannot resolve their dispute through the mediation process, the parties are free to file an action in the appropriate court of law.

10. ASSIGNMENT

Assignment to any third party of any moneys due or to become due to the bidder or any contract based on this bid is prohibited and will not be recognized by the City of Pleasantville.

11. AVAILABILITY OF FUNDS

When award of contract is made in one fiscal year with the effective date in the next fiscal year, the 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.

12. BID BOND GUARANTEE AND BONDING REQUIREMENTS

The name address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the City of Pleasantville.

A. Bid Guarantee/Bid Bond Required for this bid: YES X NO ___

Each bid shall be accompanied by a bid bond, cashier's or certified check for 10 percent (10%) of the amount of the contract, but not in excess of \$20,000. This bond shall be made payable to the City of Pleasantville. Such deposit shall be forfeited upon refusal of a bidder to execute a contract, as liquidated damages; otherwise, checks shall be returned when the contract is executed and the surety (performance) bond is filed with the City of Pleasantville. The bid security check for unsuccessful bidders will be returned as soon after the bid opening as possible, but in no event later than 10 days after the bid opening. **Uncertified business checks, personal checks or money orders are not acceptable.**

All bid bonds submitted must be signed and witnessed with original signatures. The board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney –in –Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The City of Pleasantville will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. Such a list may be obtained upon request to the State of New Jersey, Department of Insurance, CN 325, Trenton, NJ 08625. **Failure to submit a bid guarantee, when required, shall be cause for disqualification and rejection of bid.**

Please note: The name, address and phone number of the Bind Underwriter as well as the Bond Number shall be included withal bonds submitted to the City of Pleasantville.

B. Performance Bond Required: YES X NO ___

1. The successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred (100%) percent of the total amount payable by the terms of this Contract. Such bond shall be in the form required by Statute.
2. Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Owner shall in any way affect the obligation of the Surety on its bond.
3. Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.
4. It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Owner at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Owner.
5. In the event the Contractor defaults or fails to perform the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.
6. Successful bidder shall execute formal contract with the Board in the form required and in such number of counterparts as the Board may request.
7. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice accepting his bid by the City.
8. The City of Pleasantville will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.
9. Please note: The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the City of Pleasantville.

C. Certificate (Consent) of Surety Required: YES_X_ NO ____

When required, each bidder must submit with his bid a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A: 18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. All certificate (consent) of surety documents must be signed with original signatures.

The City will not accept facsimile or rubberstamp signatures. The certificate (consent) of surety, together with a power of attorney must be submitted with the bid. Submission of a Consent of Surety which contains any prior conditions upon the Surety's issuance of the required Bonds (other than the award of the contract) may be cause for rejection of the bid.

Failure to sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package, shall be deemed cause for disqualification and rejection of the bid.

13. BID ITEMS

No bidder will be allowed to offer more than one price on each item.

14. BID PRICES

The net unit price and extension for each article which the bidder agrees to furnish shall be written **NEATLY** in INK or typewritten in the spaces provided on the Board's Bid Proposal form, opposite the name of the item for which the price is given. In the event there is a discrepancy between the unit price and the extended total, the unit price shall govern. If the bidder wishes to change a price entered on his proposal PRIOR TO SUBMITTING SAID BID, they shall do so by crossing out the originally entered, inserting the correct price and extension and INITIALING SAME IN INK.

Prices shall include proper packing, inside delivery and all delivery charges, F.O.B. DESTINATION PREPAID to the City of Pleasantville's designated points.

All additional charges and taxes, including consumer's taxes which are required to be paid under existing and future laws, shall be paid by the bidder without right of reimbursement from the City of Pleasantville. The bidder is required to provide any tax exemption certificates or blanks that shall be necessary. The winning bidder shall agree to guarantee the bid price(s) for a period of ninety (90) days from the bid opening.

15. BID PROPOSAL FORM(S)

All bids are to be written in by computer, typewriter, or ink in a legible manner on the official Bid Proposal Form. Any bid price showing any erasure or alteration must be initialed by the bidder in ink at the right margin next to the altered entry. Failure to initial any erasure or alteration may be cause to disqualify that particular bid entry. If the disqualified entry is a required one, the entire bid may be subject to rejection, so please fill our all entries with care.

The Bid Proposal Form must be duly signed by the authorized representative of the company in the appropriate space, at the end of the Bid Proposal Form. Failure to sign the Bid Proposal Form may be cause to disqualify the entire bid. If the Bid Proposal Form contains more than one sheet, then bidders are requested to affix the company name and address on each intervening sheet between the front sheet and the signature sheet that already bears the company information.

The City of Pleasantville will not consider any bid on which there is any alteration to, or departure from, the bid specifications. Bidders are not to make any changes on the Bid Proposal Form, or qualify their bid with conditions differing from those defined in the contract documents. If bidders do make changes on the Bid Proposal Form, except as noted above for initialed clerical mistakes, it shall be cause to disqualify that particular bid as non-responsive N.J.S.A. 18A:18A-2(y).

By submitting a proposal, the bidder covenants that he has carefully examined the contract documents, addenda (if any), and the site(s); and that from his investigation he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his

obligations there under, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the contract documents.

16. BIDDER'S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Business Office and officially received before the advertised date and time of the bid. It is understood and agreed upon that any person in the City of Pleasantville will be absolved from responsibility for the premature opening of any bid not properly labeled and sealed.

17. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

Brand names and/or descriptions used in this specification are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.

When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalent claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

The contractor shall guarantee any or all goods and service supplies under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

18. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44 as amended by P.L. 2009 – Chapter 57, all bidders or companies providing responses for requested proposals are required to submit a copy of their New Jersey Business Registration Certificate as issued by the Department of the Treasury of the State of New Jersey. Failure to provide the New Jersey Business Registration Certificate prior to the award of the contract will be cause for the rejection of the entire bid. The City of Pleasantville is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required to by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Goods, Services, and Construction Contracts

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors:

A contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to any contractor who shall provide it to the contracting agency pursuant to the provisions of subsection b. of this section. No contract with a subcontractor shall be entered into by any contractor under any contract with a contracting agency unless the subcontractor first provides the contractor with proof of a valid business registration. For bids and requests for proposals, the contracting agency must retain the proof of business registration in the file where documents relating to the contract are maintained. For all other contracts, proofs of business registration shall be maintained in an alphabetical file.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract. A contracting agency shall not be responsible for a contractor's failure to comply with this subsection.

A contractor or a contractor with a subcontractor that has entered into a contract with a contracting agency, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their taxable sales of tangible personal property delivered into this State.

A contracting agency entering into a contract with a contractor, or a contractor with a subcontractor, shall include in its contract with that contractor, or a contractor with a subcontractor, for the term of the contract, a requirement that the contractor or subcontractor and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

For the purposes of this subsection, "affiliate" means an entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. For purposes of this subsection an entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

If a contractor fails to provide proof of a business registration certificate upon request by the contracting agency for a contract that does not require bidding or a request for proposals, and the contracting agency determines that the purpose of the that contract is of a proprietary nature with a contractor that does not have a business presence in New Jersey, the contracting agency shall provide the Division of Revenue, within 10 days of executing the contract, a copy of the contract, evidence of the contractor's taxpayer identification number, and a signed certification attesting to the proprietary nature of the contract and representing that the contracting agency made a diligent effort to obtain proof of a business registration from the contractor.

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

19. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Purchasing Administrator no less than three (3) days prior to the opening of bids. Challenges filed after that date shall be considered void and having no impact on the City of Pleasantville or the award of a contract.

20. CHANGE ORDERS (N.J.A.C. 6A:23A-21.1 et. seq.)

Pursuant to New Jersey Administrative Code change orders are limited to three (3) types and may be approved by the City of Pleasantville in an amount up to twenty percent (20%) when necessitated:

- Emergencies consistent with N.J.S.A. 18A:18A-7;
- Unforeseeable physical conditions; and
- Minor modifications to the project/scope that achieve cost savings, improve service or resolve construction conditions.

All change orders must be submitted to the City of Pleasantville for review and written approval. All contractors are prohibited from performing any additional work or providing additional materials or supplies outside the scope of the original purchase order, estimate, or quote/proposal unless the contractor receives written permission from the City of Pleasantville.

21. CONTRACTOR'S REGISTRATION EVIDENCE

Pursuant to N.J.S.A. 34:11-56.48 et. seq., "The Public Works Contractor Registration Act," all contractors bidding on this public works project shall submit with their bid a copy of **one** of the following:

- A. Contractor's Certificate of Registration as issued by the Contractor Registration Unit of the New Jersey Department of Labor, valid on the date of the bid.
- B. Application for Public Works Contractor Registration form as submitted to the New Jersey Department of Labor Division of Wage and Hour Compliance.

In the event that the application form (option B above) is submitted in lieu of the actual Certificate of Registration, the contractor shall provide to the City of Pleasantville a copy of their Certificate of Registration upon receipt from the Department of Labor. Per C. 34:11-56.51, no Contractor shall engage in any contract for public work unless the Contractor is registered pursuant to this act. If the certificate of registration is not subsequently provided following use of the option to use the application form to satisfy the contractor's registration evidence at time of bid, the contractor will be considered "non-responsive," which will nullify their contract award. Subcontractors must also comply with N.J.S.A. 34:11-56.48 et. seq.

22. CONTRACTS

A. Award of Contract; Rejection of Bid

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the City of Pleasantville. The City of Pleasantville reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A- 2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, and to waive any abnormalities and to take such alternates that the Board feels are in the best interests of the City. The City may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Further, the Board may at its option accept any quantity of each item at the pride bid depending on need. Pursuant to N.J.S.A. 18A:18A-36 the City of Pleasantville shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

The contract shall be effective contingent upon award by the City of Pleasantville at its regularly scheduled meeting until completion of the project as specified in this package.

B. Equal Contract Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the City of Pleasantville may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

C. Return of Contracts and Related Documents

Upon written notification of award of contract by the City of Pleasantville, the successful bidder shall sign and execute a formal contract agreement when required. If a formal contract is not required, an approved and signed by the City of Pleasantville purchase order will constitute a contractual agreement.

The executed contract and related documents shall be returned to the purchasing administrator within ten (10) days of receipt of notification. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of the award by the City of Pleasantville with the bid security becoming the property of the City of Pleasantville. The City of Pleasantville reserves the right to accept the bid of the next lowest responsible bidder.

D. Contract Completion Date

The successful bidder, to whom the contract is awarded, shall complete the work stated in the contract and bid specifications contingent upon receipt of a fully executed service agreement, district-issued purchase order, and notice to proceed within **180 CALENDAR DAYS**. The contractor agrees that the board of education may, without recourse or other legal action, retain from the monies that are or may become due the amount stipulated in Section LIQUIDATED DAMAGES for each and every calendar day (Sundays and legal holidays excepted) that the completion of the work may be delayed beyond the time stipulated below. Such amount is hereby mutually agreed, not as a penalty, but as liquidated damages accruing to the board of education due to such delay for extra costs due to engineering or other expenses.

E. Contract Extensions and Renewals

If applicable, the awarded vendor may be given the option to renew their contract for no more than one two-year, or two one-year, extensions subject to limitations per N.J.S.A. 18A:18A-42(n). Provided performance under the contract is satisfactory and complies with the requirements of these specifications, and upon agreement of both parties, the contract may be extended for additional twelve (12) month periods not to exceed a maximum contract period of (4) four years in accordance with the terms required by N.J.S.A. 18A:18A-42.

Kenia Nunez-Acuna, CMFO/QPA, the Purchasing Administrator, may negotiate terms for a renewal of the contract proposal and present such negotiated proposal to the City of Pleasantville. The City of Pleasantville is the final authority in awarding renewals and extensions of contracts. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

F. Termination of Contract

The successful bidder, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications. If, through any cause, the contractor fails to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any of the requirements of the contract, the City of Pleasantville shall have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve The City of Pleasantville of any obligation for balances to the contractor of any sum or sums set forth in the contract. The City of Pleasantville will pay only for goods and services accepted prior to termination.

Notwithstanding the above, the contractor shall not be relieved of liability to the City of Pleasantville for damages sustained by the City of Pleasantville by virtue of any breach of the contract by the contractor and The City of Pleasantville may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the board of education from the contractor determined.

The contractor agrees to indemnify and hold the City of Pleasantville harmless from any liability to subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by The City of Pleasantville under this provision.

In case of default by the contractor, the board of education may procure the goods or services from other sources and hold the contractor responsible for excess cost.

Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City of Pleasantville reserves the right to cancel the contract.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the City of Pleasantville.

The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City of Pleasantville.

The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

For contracts that exceed one year, each fiscal year payment obligation of the City of Pleasantville is conditioned upon the availability of the City of Pleasantville funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, The City of Pleasantville at the end of any particular fiscal year may terminate such services. The City of Pleasantville will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriate funds.

This provision shall not be construed so as to permit The City of Pleasantville to terminate the contract during the term, or any service here under, merely in order to acquire identical services from another contractor.

Neither party shall be responsible for an resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, acts of God, or by any cause not within control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by a court order, or action or injunction or other such agreement, the contract shall become voidable by the City of Pleasantville by notice to the parties.

G. Purchase Order Required

No contractor shall commence any public works project until he/she is in receipt of an approved purchase order authorizing work to begin, and the contract has been duly executed by the City of Pleasantville and all contract documents have been duly received by The City of Pleasantville.

H. Alterations of Contract

The City of Pleasantville reserves the right to alter or amend the contract by adding to or subtracting from the work herein specified such additions or omissions being done under the general conditions of these specifications and the terms of the Contract. No changes shall be permitted from the specifications except that the same is in writing and the amount of the extra compensation or credit stipulated therein. Change orders are subject to N.J.A.C. 6A:26-4 and 5:30-11.1 et seq. It is the district's procedure to have all change orders submitted to the City of Pleasantville for review and approval.

I. Open-End Contract (Estimated Quantities) (If Applicable)

The City of Pleasantville has attempted to identify the item(s) and the estimated amount of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

23. CONTRACTOR'S QUALIFICATION STATEMENT (AIA)

If the City of Pleasantville so chooses to include the American Institute of Architects Contractor Qualification Statement in the bid specification, said document shall be completed in ink or typed and be duly signed and notarized. This document shall be submitted with the bid. **N/A FOR THIS BID.**

24. CONTRACTOR/VENDOR REQUIREMENTS—OFFICE OF THE NEW JERSEY STATE COMPTROLLER

A. Access to Relevant Documents and Information – N.J.S.A. 52:15C-14(d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or The City of Pleasantville shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records – N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d). The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

25. CONTRACTOR TRADE LICENSES

All bidders are to submit with their proposals all current and valid contractor or trade licenses as issued by the New Jersey Division of Consumer Affairs for any trade or specialty area the contractor seeks to perform work for this project.

26. DEBARMENT, SUSPENSION, OR DISQUALIFICATION – N.J.A.C. 17:19-1.1

The City of Pleasantville will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred) or the Federal System for Award—SAM.gov.

All bidders are required to submit a sworn statement indicating whether or not the bidder is, at the time of the bid, included on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List or the State of New Jersey Consolidated Debarment Report, or the Federal Debarred Vendor List--Excluded Parties List System, through the System for Award Management portal—SAM.gov.

27. DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS CONTRACTS

Every contract for or on behalf of the State or any county, or municipality or other political subdivision the State, or any agency or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- A. In the hiring of persons for the performance of work under this contract or any subcontractor hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, age, marital status, sex, national origin, ancestry or affectional or sexual orientation, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his behalf shall in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, age, marital status, sex, national origin, ancestry, or affectional or sexual orientation;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be cancelled or terminated by the contracting agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

28. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid. If there are any forms the Board is to provide that are either missing or illegible, it is the responsibility of the bidder to contact the purchasing administrator Kenia Nunez-Acuna, CMFO/QPA during regular business hours or the architect of the project as outlined in the bid advertisement for duplicate copies of the forms. This must be done before the bid date and time. The Board accepts no responsibility for duplicate forms that were not received by the bidder in time for the bidder to submit with his bid.

All documents returned to the City shall be signed in ink with an original signature. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive). The Board will not accept facsimile or rubber stamp signatures.

29. DRAWINGS AND PRINTING

Any drawings of the public works project that may be available to prospective bidders will be appended to the bid specifications package and provided as a Portable Document Format (PDF). All prospective bidders are responsible for printing their own full-sized copies from the PDF provided.

30. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

31. FEDERAL NON-DEBARMENT CERTIFICATION (N.J.S.A. 52:32-44.1)

A contractor that is debarred from contracting with a federal government agency, along with any affiliates of the debarred contractor, is prohibited from contracting with state or local government entity. Before the City can award a contract for public work, the contractor must provide written a certification to the City of Pleasantville that neither the contractor nor the contractor’s affiliates are debarred by the federal government from contracting with a federal agency. The term “affiliate” means any entity that directly, indirectly, or constructively controls the contractor, or any entity that the contractor directly, indirectly, or constructively controls, or is subject to the control of a common entity. An entity is considered to be in control of another entity if it owns, directly or indirectly, more than 50% of the ownership interest in that entity. A contractor must not directly or indirectly own or be owned by an entity debarred from contracting on the federal level.

32. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this contract if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence.

Vendors, and/or contractors who have a contract with the City of Pleasantville to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of force majeure.

33. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverages. The successful bidder(s) shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A. INSURANCE REQUIREMENTS

 X **Worker’s Compensation Insurance** shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6. Part One shall be the statutory limits of liability. Unless a greater amount is required by law, the minimum employer’s liability limits for Part Two shall be **\$1,000,000** each accident for bodily injury by accident, **\$1,000,000** policy limit for bodily injury by disease, **\$1,000,000** each employee for bodily injury by disease, and contract liability shall be the same as general liability requirements.

 X **General Liability Insurance** shall be provided with limits of not less than **\$5,000,000** general aggregate, **\$1,000,000** products, **\$1,000,000** bodily injury, property damage and personal injury combined, **\$1,000,000** each occurrence, **\$100,000** pollution cleanup, **\$50,000** fire damage, and **\$5,000** medical expense.

X **Excess Umbrella Liability** shall be provided with limits of not less than **\$2,000,000** and **\$2,000,000** sexual harassment.

X **Automotive Liability Insurance** covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than **\$2,000,000** combined single limit bodily injury/property damage, shall be maintained in full force during the life of the contract.

— **Builders Risk.** The contractor shall obtain and pay for within their bid, a Builder's Risk Policy providing coverage for all risk of physical loss or damage to the property in an amount equal to the total project value, less excavations and foundations.

The policy must be maintained for the duration of the project from the beginning of construction until:

- (i) written acceptance by architect, or substantial completion; and
- (ii) a temporary certificate of occupancy or certificate of occupancy has been issued.

A copy of the policy must be delivered to The City of Pleasantville before construction begins. All of the contractor's policies, with the exception of workers' compensation, shall be endorsed naming The City of Pleasantville, its elected and appointed officials, and employees as additional insured. The contractor must also name the state of New Jersey, the NJSDA, the NJDOE, and the architect and staff as additional insured with respect to the work.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the state of New Jersey and shall name the City of Pleasantville as an additional insured. The insurance company shall have an AM Best rating of at least A, and shall be a New Jersey admitted carrier.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the City of Pleasantville, its officers, servants, and employees from any and all claims, demands, suits or actions, recoveries, damages or costs of every name and description (including, but not limited to, attorney's fees) to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the City of Pleasantville, resulting from:

- (a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and
- (b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

34. INTERPRETATIONS AND ADDENDA (N.J.S.A. 18A:18A-21(c-2))

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made in writing to the school district's purchasing administrator Kenia Nunez-Acuna, CMFO/QPA and to be given consideration must be received at least ten (10) business days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the specifications, will be provided in accordance with N.J.S.A. 18A:18A-21(c-2) to the bidder by certified mail or certified fax no later than seven (7) days, Saturdays, Sundays, or holidays excepted prior to the date for acceptance of the bids. All addenda so issued shall become part of the contract document.

If addenda are issued, the bidder shall submit a form acknowledging receipt. The Board shall not be bound by any representations whether oral or written, made at any meeting, phone conversation, e-mail, fax, etc., unless the representations are incorporated in writing and become part of the bid specifications and/or any addenda. All bidders shall acknowledge all addenda received through the appropriate form.

35. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES

The City of Pleasantville, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, and 2021, c.4 Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-5, et seq. (P.L. 2012, c.25 and P.L 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract, must certify that neither person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

Vendors/bidders must review this list prior to completing the certification. If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit prior to the contract award.

36. LIQUIDATED DAMAGES

The contractor agrees to substantially complete this public works project to the complete satisfaction of the City of Pleasantville by the stated contract completion date or within the number of working days specified in the contract.

Failure to complete the project within the specified time frame or contract completion date shall lead to the City of Pleasantville assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41 and 18A:18A-19.

For each calendar day thereafter that the work included under this contract remains uncompleted in accordance with the provision of the contract, the City of Pleasantville shall assess liquidated damages in the amount of **\$2,500.00 per calendar day**. The City shall assess liquidated damages by deducting the amount from monies which are due or may become due on the contract.

The City shall also assess the contractor additional damages for costs the City may incur because of each day the project remains uncompleted. These costs include, but are not limited to:

- Construction management fees
- Architect/Engineer fees
- District administrative costs
- Any inspector or inspectors necessarily employed by The City of Pleasantville on the work, for any number of days in excess of the number allowed in the specifications.

The City of Pleasantville shall also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contract or agreement by the contractor or the failure to perform said contract or agreement in accordance with its terms and conditions or the terms and conditions of the "Public School Contracts Law", in accordance with and pursuant to N.J.S.A. 18A:18A-19 and 18A:18A-41.

37. MAINTENANCE BONDS () Required () Not Required

When required by the City of Pleasantville, the successful contractor shall furnish a Maintenance Bond for the total sum of the contract/bid price, indemnifying The City of Pleasantville against defects in construction for a period of **two (2) years** after the completion of the work, general wear and tear excepted.

The condition of this obligation is such that if the successful contractor shall indemnify and hold harmless the City of Pleasantville from and against all losses, costs, damages and expenses, whatsoever, which the City may suffer or be compelled to pay by reason of the failure of the successful contractor to indemnify the City against defects in systems/installation for a period of **two (2) years** after the completion of the work.

38. NON-COLLUSION AFFIDAVIT (N.J.S.A. 2A:93-6)

A notarized Non-Collusion Affidavit must be submitted with the bid.

39. NOTICE (AUTHORIZATION) TO PROCEED (N.J.S.A. 18A:18A-36(b))

The Contractor shall not perform any work, or provide any services, materials, supplies until a Notice (Authorization) to Proceed is received from the City of Pleasantville. The City of Pleasantville only recognizes the receipt by the contractor of an approved signed purchase order as a Notice to Proceed. No word of mouth, phone, fax, e-mail, letter or other form of communication to proceed is a valid Notice to Proceed.

40. PAYMENT

- A. **Prompt payment of goods and services contracts, P.L. 2018, c.127.** Upon receipt of a properly executed invoice, the school district shall make payments the later of (a) 90 calendar days from receipt of properly executed invoice; or (b) 90 calendar days from the date the goods or services were received (as certified by an officer or duly designated district employee). All payments are subject to approval by the City of Pleasantville at a public meeting and will be made in accordance with the City of Pleasantville's policy and procedures.
- B. **Properly executed invoice.** All invoices shall contain sufficient detail for the payment to be made. All invoices shall include the district's purchase order number. All invoices for services shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the work order or service ticket number (if applicable), the number of hours worked (if applicable), the hourly rate (if applicable), the amount claimed and correlation between the services claimed and this proposal. All invoices for goods shall include, but not be limited to, the quantity, item number, product name/description, unit cost, and the total cost. Expenses for travel time shall not be invoiced or reimbursed by The City of Pleasantville.

The following are necessary components of a properly executed invoice:

- Affidavit or signed declaration stating that the claims and demands are correct in all particulars
 - Certified payroll records for public work projects that meet or exceed \$2,000 threshold
- C. **Goods delivered or services rendered.** Public funds may be used to pay only for goods delivered or services rendered. Payment will be issued upon completion of services or delivery of full order to the satisfaction of the City of Pleasantville, unless otherwise agreed to by written contract or mandated by state law. The City may, at its discretion, make partial payments.
- D. **Rejection and challenge of invoices.** The Board shall act accordingly to accept or reject all or portions of an invoice. Undisputed portions of the invoice will be paid based on the original date the Board received the properly executed invoice. Prompt and timely notice will be provided to the vendor as to why the invoice was rejected and what is necessary to cure the defect. The City will not make payments prior to the receipt of goods and/or services. The Board will not make payments for good and/or services provided as a result of unauthorized change orders.

41. PAYMENT, PARTIAL AND WITHHOLDING FOR CONSTRUCTION CONTRACTS

Pursuant to N.J.S.A. 18A:18A-40.1, if the contract exceeds \$100,000, partial payment shall be made to the contract at least once per month. As per N.J.S.A. 18A:18A-40.3 Percentage to be Withheld, the City of Pleasantville shall withhold two (2) percent of the amount due on each partial payment pending completion of the contract when the outstanding balance exceeds \$500,000 and five (5) percent of the amount due when the outstanding balance is \$500,000 or less. Contracts under \$100,000 shall be paid as a lump sum upon completing project to the complete satisfaction of the City of Pleasantville.

42. PERFORMANCE REVIEW

Pursuant to N.J.S.A. 18A:18A-15, the City of Pleasantville, through its designee, upon completion of every contract for public work that exceeds \$20,000, shall report to the department as to the contractor's performance, and shall also furnish such report from time to time during performance if the contractor is then in default.

43. POLITICAL CONTRIBUTIONS DISCLOSURE—REQUIREMENTS

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005 c.271 s.3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (excluding those that are not non-profit organizations) receiving contracts in excess of \$17,500 from a The City of Pleasantville, are subject to the provisions of N.J.S.A. 19:44A-20.26. The law and rule provide that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county.

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The City of Pleasantville has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is subject to disclosure to the public under the Open Public Records Act.

44. PRE-BID MEETINGS/FACILITIES WALKTHROUGH

The pre-bid meeting is an important part of the bidding process. It allows all bidders to have an equal understanding of the scope of work involved and to view the project worksite. **ATTENDANCE IS NOT MANDATORY.**

A pre-bid meeting will not be held.

A pre-bid meeting and walkthrough of the project worksite will be held October 9, 2025, at 10:00am at City Hall, mayor's conference room on the second floor. Please contact the Engineer Rami Nassar, PE, PP, CME, at rami@snsce.com if you would like to attend.

45. PRE-QUALIFICATION OF BIDDERS

A. Pursuant to N.J.S.A. 18A:18A-26, 27 et seq., all bidders on any contract for public work(s) which the entire cost of the contract exceeds \$20,000.00, must be pre-qualified by the Department of Treasury, Division of Property Management and Construction (DPMC), as to character and amount of public work on which they may submit bids. No person shall be qualified to bid on any public work contract with the Board if he has not submitted a statement to the Department of Treasury, Division of Property Management and Construction which fully develops the financial ability, adequacy of plant and equipment, organization and prior experience of the prospective bidder, and such other pertinent and material facts, within a period of one year preceding the date of opening of the bids for such contract.

B. Prequalification Affidavit—No Material Adverse Change

Every pre-qualified bidder shall submit with his proposal, a notarized affidavit setting forth the type of work and the amount of work for which he has been qualified, that there has been no material adverse change in his qualification information, the total amount of completed work on contracts at the time and date of the classification. **Any bid not including a copy of this affidavit shall be rejected as being non-responsive to bid requirements.** (N.J.S.A. 18A:18A-32)

C. All bidders shall furnish satisfactory evidence that he and his subcontractors have sufficient means and experience in the type of work to complete the project in accordance with the bid specifications. A subcontractor listing and bidder's personnel and experience sheet shall be submitted to the Board as part of the bidding documents. Where the bidder intends to subcontract any portion of the project, the cost of which will exceed \$20,000.00, the sub-contractor shall be pre-qualified to perform the work and the

bidder shall submit the requisite documentation pertaining to the sub-contractor in accordance with Paragraphs A and B above. The Board may make such additional investigations as it deems necessary to determine the ability, competence and financial responsibility of the bidder to perform the work. The bidder shall furnish the Board with the information and data for this purpose upon request. The Board reserves the right to reject any bid if the information fails to establish to the Board's satisfaction that the bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated here.

- D. Notice of Classification (For Contracts exceeding \$20,000) (N.J.S.A. 18A:18A-27 et. seq.)
Each bidder shall submit with his/her bid a copy of a valid and active Notice of Classification letter issued by the Department of Transportation or the Department of Treasury, Division of Property Management and Construction as appropriate to the nature of the bid. **Any bid submitted to the City of Pleasantville under the terms of New Jersey Statutes not including a copy of a valid and active classification letter shall be rejected as being non-responsive to bid requirements.**
- E. Uncompleted Contracts (For Contracts exceeding \$20,000) (N.J.A.C. 17:19-2.13)
The City also requires that each bidder submit with his bid a certified Total Amount of Uncompleted Contracts form as prescribed by law (Form DPMC 701). **Failure to submit this document shall lead to having the bid being rejected as non-responsive.**
- F. Trade Classifications
For the purpose of this Public Works bid, each bidder shall be classified by the State of New Jersey, Division of Property Management and Construction in the following trade:

Classification Code
C021

Classification Trade Name
Demolition

46. PREVAILING WAGES: CONSTRUCTION, ALTERATIONS, REPAIRS

The State of New Jersey Prevailing Wage Act, Chapter 150 Laws of 1963 with applicable statewide wage rates and for the wage rates for the county of the location of the school district, as published by the Department of Labor and Workforce Development in conformance with N.J.S.A. 34:11-56.25 et seq., may be included in these bid contract documents. Copies of these wage rates may be obtained from the State Department of Labor and Workforce Development, and/or viewed at <http://lwd.dol.state.nj.us/> the Prevailing Wages Determination Section.

Compliance with New Jersey Prevailing Wage Act and Diane B. Allen Act

Every contractor and subcontractor performing services in connection with these services, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

Certified Payrolls

Every contractor agrees to submit to the City of Pleasantville a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the City of Pleasantville, if certified payrolls are not received by the board. It is the Contractor's responsibility to ensure timely receipt by the district of certified payrolls.

Additionally, all contractors and subcontractors working on public works projects must submit certified payroll and contract/project details to the New Jersey Wage Hub. The New Jersey Wage Hub collects public works contracts and certified payrolls in accordance with the Prevailing Wage Act and the Diane B. Allen Act. The successful bidder (prime contractor) for this project will be required to register for the New Jersey Wage Hub and add this contract/project to the Hub under the school district's public body name and assign the project a contract/project ID. Information and guidance regarding the Hub are available at <https://njwages.nj.gov>.

Submission of Affidavit

Before final payment, the contractor shall furnish the City of Pleasantville with an affidavit stating that all workers have been paid the prevailing rate of wages in accordance with State of New Jersey requirements. The contractor shall keep an accurate record showing the name, craft, or trade and actual hourly rate of wages paid to each workman employed by him in connection with this work. Upon request, the Contractor(s) and each subcontractor shall file written statements certifying to the amounts then due and owing to any and all workmen for wages due on account of the work. The statements shall be verified by the oaths of the Contractor or Subcontractor, as the case may be.

Posting of Prevailing Wages

The contractor and subcontractor shall post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work and in such place or places as used to pay workmen their wages. Ref. 18A:7G-23 and N.J.S.A. 34:11-56.32.

Prevailing Wages Certification—Submission with Bid

The bidder shall submit a Prevailing Wages Certification with its bid package.

Non-compliance Statement

If it is found that any worker, employed by the contractor or any subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the City of Pleasantville, may begin proceedings to terminate the contractor's or subcontractor'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 for any excess costs occasioned thereby to the public body.

47. QUALIFICATION OF BIDDERS – Contractor Questionnaire Certification Form

The City of Pleasantville may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return same with the bid and shall furnish all information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications. All bidders are reminded that bids may be rejected as not being responsive pursuant to N.J.S.A. 18A:18A-2(y) and therefore bidders are asked to complete the Questionnaire and to provide any supporting documentation with the bid package.

48. RESIDENT CITIZENS; PREFERRED IN EMPLOYMENT OF PUBLIC WORKS CONTRACTS

All bidders are to familiarize themselves with N.J.S.A. 34:9-2, which requires the contractor of any public works project to give preference in employment on the project, to citizens of the state of New Jersey. If the terms and conditions of N.J.S.A. 34:9-2 are not complied with, the contract shall be voidable. The City of Pleasantville is obligated to file with the Commissioner of Labor, the names and addresses of all contractors holding contracts with this project.

49. RIGHT TO KNOW: MATERIAL SAFETY DATA SHEETS

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the following department:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368

Trenton, New Jersey 08625-0368

www.nj.gov/health/workplacehealthandsafety/right-to-know/

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container"

means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at owner facilities by subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels.

Further, all applicable Material Safety Data Sheets (MSDS) also known as hazardous substance fact sheet must be furnished to The City of Pleasantville.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SURE THAT ALL CHEMICALS ARE PACKAGED IN CONTAINERS LABELED WITH THE COMPONENTS OF THE MIXTURE OR SUBSTANCE ALONG WITH ALL PRECAUTIONARY STATEMENTS, WARNINGS, AND DIRECTIONS FOR USE. ITEMS NOT SO MARKED WILL NOT BE ACCEPTED.

50. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No corporation, partnership or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any material or supplies, the cost of which is to be paid with or out of any public funds, by the State of New Jersey, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercised governmental functions, unless prior to the receipt of the bid, accompanying bid, proposal, of said corporation, said partnership, or said limited liability corporation, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stockholder or partner or member is itself a corporation or partnership, or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder or respondent with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the website containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information one each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2—as amended P.L. 2016 c.43.

The City of Pleasantville has provided within the specifications, a two (2) page form titled:

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP

All bidders/respondents are to complete, sign, and submit both pages of the form. **Failure to complete, sign, and submit the form with the bid/proposal, shall be cause for the disqualification of the bid/proposal.**

51. SUBCONTRACTING: SUBCONTRACTOR DISCLOSURE STATEMENT

Pursuant to N.J.S.A. 18A:18A-18(b) any bidder who bids for the overall contract shall identify the subcontractor that will be used, on the form provided, if the following work is to be subcontracted:

- Plumbing and gas fitting work;
- Refrigeration, heating and ventilating systems and equipment
- Electrical work, including any electrical power plant, tele-data, fire alarm or security systems; and
- Structural steel and ornamental iron work.

Qualified Subcontractors

If the cost of the work done by the subcontractor exceeds \$20,000, then said contractor shall be qualified in accordance with N.J.S.A. 18A:18A-26 et. seq. For the subcontractors in the four branches listed above, the bid shall supply proof that the subcontractor is qualified by submitting with the bid response the following subcontractor documents:

- DPMC Notice of Classification
- Certified copy of Total Amount of Uncompleted Contracts Form (DPMC 701)
- Valid and Current Public Works Contractor Registration Certificate
- New Jersey Business Registration Certificate
- Trade Licenses when applicable

For all other subcontractors who will perform work valued in excess of \$20,000.00, the bidder shall submit the evidence of the subcontractor’s qualifications listed above within ten (10) days of receipt of notice of the award of contract.

Documents to be Submitted: All Subcontractors

The prime contractor (bidder) who will be using a subcontractor on any part of this bid, shall identify the subcontractor(s) on the appropriate form and submit with the bid package the following subcontractor documents at the time indicated in the box below:

SUBCONTRACTOR DOCUMENT SUBMISSIONS		
Estimated Value of Subcontractor Contract	For Subcontractors in the four major branches listed above: <u>Submit With Bid</u>	For all other Subcontractors: <u>Submit Within ten (10) Days of Receipt of Notice of Award</u>
\$2,000 through \$6,599	Contractor’s Registration Certificate	
\$6,600 through \$17,499	Contractor’s Registration Certificate New Jersey Business Registration Certificate	
\$17,500 through \$19,999	Contractor’s Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form	
\$20,000 or more	Contractor’s Registration Certificate New Jersey Business Registration Certificate Chapter 271 Political Contribution Disclosure Form DPMC Notice of Classification Total Amount of Uncompleted Contracts; Certified	

Failure to identify in the Subcontractor’s Disclosure Statement the names and addresses of any or all subcontractors required to be named in the bid, or to submit with the bid the appropriate documents for each such subcontractor, may be cause for the bid to be rejected as being non-responsive.

Contractors are reminded that the subcontractors listed on the forms provided by the school district may not be changed later, except in the case of failure in performance or other contract breach where a change is needed to protect the school district.

52. SUBCONTRACTING; PROHIBITIONS; HOLD HARMLESS

Prime contractors, with whom the City of Pleasantville have an executed contract, may not subcontract any part of any work done for the City without first receiving written approval. Contractors seeking to use subcontractors must first complete the Request to Subcontract Form as provided.

Subcontractors Prohibited to Subcontract

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the City of Pleasantville subcontracts any of its/their work without first receiving written approval from the prime contractor **and** the City of Pleasantville

The prime contractor assumes all responsibility for work performed by subcontractors. The prime contractor must also provide to the City’s Business Office the following documents secured from all approved subcontractors:

- Insurance Certificate as outlined in the bid specifications;
- Affirmative Action Evidence as outlined in the bid specifications;
- Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law;
- Evidence of Performance Security

In cases of subcontracting, the City of Pleasantville shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The City of Pleasantville shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors.

The City of Pleasantville shall pay subcontractors directly only when the following conditions are met:

- A. The prime contractor has been awarded the bid for all the work and materials required to complete the building in a single overall contract.
- B. The prime contractor identified in letter (A) submits to the City of Pleasantville:
 - Certification that all materials, supplies have been supplied and all work has been completed by the subcontractor;
 - Certification of the amount due to the subcontractor

Penalties - The City of Pleasantville shall deduct the amount of \$1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving **written** permission from the City of Pleasantville.

53. TAXES, PERMITS, AND FEES

Respective contractors shall secure and pay for all necessary permits required by any local, County, State or Federal ordinances, laws, rules or regulations.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

The respective contractors shall make notification and coordinate the inspections required by governing agencies, paying all fees connected therewith, deposits and/or payments for services, including the costs and installation of utility meters, connecting equipment, etc.

As a New Jersey governmental entity, the City of Pleasantville is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the City of Pleasantville. Contractors **may not** use the Board's tax identification number to purchase supplies, materials, service or equipment, for this project.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the City of Pleasantville. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U-3 and in particular, Contractor's Exempt Purchase Certificate (Form ST-13). Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

54. TRUTH IN CONTRACTING (False Claims and Representations)

A person commits a crime if the person knowingly submits to the City of Pleasantville any claim for payment for performance of a contract knowing such claim to be false, fictitious, or fraudulent. If the claim is for \$25,000.00 or above, the offender is guilty of a crime of the second degree; the penalty for which is 5-10 years in prison and \$150,000.00 fine. If the claim exceeds \$2,500.00 but is less than \$25,000.00, the offender is guilty of a crime of the third degree; the penalty for which is 3-5 years in prison and \$15,000.00 fine. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree; the penalty for which is up to 18 months in prison and \$10,000.00 fine. N.J.S.A. 2C:21-33.

Bidders should be aware that the Attorney General of the State of New Jersey can bring civil suit for treble damages and can criminally prosecute anyone involved in "Bid Rigging." The penalties for Bid Rigging include 5-10-year prison term, individual fines – minimum \$50,000.00--\$300,000.00 and corporate fine of \$250,000.00 - \$1,000,000.00.

55. WARRANTY REQUIREMENTS

All materials shall carry the manufacturer’s standard warranty and/or guarantee. The warranty and/or guarantee shall accompany the materials when delivered.

If any item supplied fails to perform satisfactorily within the first thirty (30) days, it shall be replaced by a new one of the same make and model. Temporary equipment shall be provided within twenty-four (24) hours while replacement is being processed.

If a product must be returned during the warranty period due to a defect, malfunction or dead-on arrival, the contractor shall pay the shipping/freight charges.

56. WITHDRAWAL OF BIDS

BEFORE THE BID OPENING

The City of Pleasantville will consider a written request to withdraw a bid if the written request is received by the Kenia Nunez-Acuna, CMFO/QPA the Purchasing Administrator before the advertised time for opening of bids. **Any withdrawn bid cannot be resubmitted.**

AFTER THE BID OPENING

A bidder who discovers a mistake or omission after bids have been opened may request to withdraw the bid provided the bidder gives immediate written notice to the Purchasing Administrator of the mistake and/or omission and certification supported by clear evidence that he or she exercised reasonable care in the examination of the specifications and preparation of the bid.

Any bidder who is granted permission by the City of Pleasantville to withdraw the bid under this clause is subject to forfeit any bid guarantee.

REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and submitted with the bidder's bid package. Failure to submit the required bid documents and other documents so specified shall be cause to reject the bid pursuant to N.J.S.A. 18A:18A-2(y).

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Bid for Building
Demolition for Ideal
City Center Project.

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of proposal and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

<u>ADDENDA NUMBER</u>	<u>ISSUING DATES</u>
_____	_____
_____	_____
_____	_____
_____	_____

No Addenda Received

Name of Company: _____

Address: _____

City, State, Zip: _____

Authorized Agent: _____

Title of Agent: _____

Signature of Agent: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

AFFIRMATIVE ACTION ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS

Bid for Building
Demolition for Ideal
City Center Project

The undersigned acknowledges and agrees to comply with the following:

AFFIRMATIVE ACTION EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS—EEO

The construction contractor shall complete and submit an Initial Project Workforce Report, Form AA-201 upon notification of award by the City of Pleasantville. Proper completion and submission of this Report shall constitute evidence of the contractor’s compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Department of Labor Workforce and Development and the City of Pleasantville Public Agency Compliance Officer.

A link to Form AA-201 is as follows: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201.pdf

All bidders should familiarize themselves with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE—EXHIBIT A. If awarded a contract, your company/firm will be required to comply with the above requirements.

Contractors and vendors are to familiarize themselves with the following document:

Vendor/Contractor Guidelines for Awarded Public Contracts

The document may be obtained from the New Jersey Division of Purchase and Property, Contract Compliance and Audit Unit, Equal Employment Opportunity (EEO) Program website or by visiting the following link.

[NJ Department of the Treasury Contract Compliance \(state.nj.us\)](http://www.state.nj.us/treasury/contract_compliance/)

I certify that the above information is correct to the best of my knowledge.

Name of Company _____

Address: _____

City, State, Zip Code _____

Name of Authorized Agent _____

Title _____

Signature _____

Date _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

EXHIBIT A

MANDATORY EQUAL OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the American with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and

women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
1. To notify the Public Agency Compliance Officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 2. To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 3. Prior to commencement of work, to request that the local construction trade union refer minority and women workers fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 4. To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 5. If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 6. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contractor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriated qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provision of (C) below.
 - iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

7. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

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

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

D. The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposed of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company Name

Authorized Signature

Date

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

EXHIBIT B

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the City of Pleasantville, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Company Name

Authorized Signature

Date

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

Contractor Questionnaire/Certification (pg. 1)

Bid for Building
Demolition for Ideal
City Center Project

Name of Company _____

Street Address _____ P.O. Box _____

City, State, Zip _____

Business Phone Number _____ Extension _____

Emergency Phone Number _____ Fax _____

E-Mail Address _____

1. How many years have you been engaged in the contracting business under your present firm or trading name?

Answer _____

2. Have you ever failed to complete any work awarded to your company? Answer _____

If yes, when, where and with whom? _____

3. Have you ever defaulted on a contract? Answer _____

If yes, when, where and with whom? _____

4. Have you or other principals of your company been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any public works projects by any federal, state or local agencies, including any "prior negative experience" disqualification pursuant to N.J.S.A. 18A:18A-4 (b)(c)?

Answer _____ If yes, when, where and with whom? _____

References

Architects--List names of architects that you have worked on projects within the last five (5) years:

<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

List name of principal bank with which your company does business:

<u>Bank</u>	<u>Officer</u>	<u>Phone Number</u>
_____	_____	_____

Contractor Questionnaire/Certification (pg. 2)

Bid for Building
Demolition for Ideal
City Center Project

Experience – Educational Facilities

List names of school districts with which your company has completed projects similar to the one outlined in this bid:

<u>School District</u>	<u>Official</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Trade – List names of companies within your trade with which your company does business:

<u>Firm</u>	<u>Principal</u>	<u>Phone Number</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Certification

I declare and certify that I and the company of which I am the agent are not presently included on the following:

- New Jersey Department of Treasury – Consolidation Debarment Report
- NJ Department of Labor and Workforce Development – Prevailing Wage Debarment List
- Federal Debarred Vendor List – System for Award Management (SAM.gov/exclusions)

I further declare and certify that no member of the City of Pleasantville, nor any officer or employee or person whose salary is payable in whole or in part by said the City of Pleasantville is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee of the City has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Name of Company _____

Name of Authorized Agent _____

Title of Authorized Agent _____

Signature of Authorized Agent _____

THIS FORM (TWO PAGES) MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

Subcontractor Disclosure Statement (pg. 1)

Bid for Building
Demolition for Ideal
City Center Project

The _____
(Name of Bidding Company)

PLEASE CHECK ONE _____ will subcontract a portion of this project.

_____ will not subcontract any portion of this project.

Authorized Agent _____ **Title** _____

Signature of Bidder _____ **Date** _____

If the bidder **is not going** to subcontract any portion of this project, the bidder need not complete any further part of this document. If the bidder **will** subcontract any of the following four major branches:

- Plumbing and gas fitting work;
- Electrical work, including any electrical power plant, tele-data, fire alarm or security system;
- Refrigeration, heating and ventilating systems and equipment; or
- Structural steel and ornamental ironwork

The bidder **MUST** do the following:

- Identify the contract number and type of work that is intended to be subcontracted.
- Provide the name, address and other pertinent information about the subcontractor. Failure to identify the names and addresses of any subcontractors required to be named in the bid or to submit the appropriate documents for each subcontractor may be cause for the bid to be rejected for being non-responsive pursuant to N.J.S.A. 18A:18a-2(y).
- If the cost of the work by the subcontractor exceeds \$2,000.00, the bidder shall provide in the bid response the following document:
 - Valid and Current Public Works Contractor Registration Certificate
- If the cost of work by the subcontractor exceeds \$20,000.00, the bidders shall provide in the bid response the following documents:
 - DPMC Notice of Classification Form (DPMC 27)
 - Certified copy of Total Amount of Uncompleted Contracts Form (DPMC 701)
 - Valid and Current Public Works Contractor Registration Certificate; and
 - New Jersey Business Registration Certificate

*Bidders are hereby instructed to list subcontractor(s) for this project on the following pages. **ALL AREAS OF THE SUBCONTRACTOR DISCLOSURE STATEMENT MUST BE COMPLETED AND SIGNED WHERE INDICATED.** Bidders may make extra copies of the following pages if necessary.

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

Subcontractor Disclosure Statement (pg. 2)

Bid for Building
Demolition for Ideal
City Center Project

1. Subcontractor for: PLUMBING AND GAS FITTING WORK

Name of Subcontractor Company _____

Address _____

City, State, Zip _____

Telephone _____ Email _____ Fax _____

_____ Authorized Agent _____ FEIN _____

Title _____

Will the cost of subcontract exceed \$20,000?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **Yes**, the subcontractor must be pre-qualified to perform the work and the bidder **must** provide in the bid package the following subcontractor documents:

- * DPMC Notice of Classification
- * Certified copy of Total Amount of Uncompleted Contracts Form (DPMC 701)
- * Valid and Current Public Works Contractor's Registration Certificate (Projects over \$2,000.00)
- * New Jersey Business Registration Certificate

Certification of Equipment and Performance Security

The _____ hereby certifies the above-named subcontractor
Name of Bidding Company

has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Name of Bidding Company _____

Name of Authorized Agent _____

Signature of Authorized Agent _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID, IF APPLICABLE

Subcontractor Disclosure Statement (pg. 3)

Bid for Building
Demolition for Ideal
City Center Project

2. Subcontractor for: **REFRIGERATION, HEATING & VENTILATING SYSTEMS AND EQUIPMENT**

Name of Subcontractor Company _____

Address _____

City, State, Zip _____

Telephone _____ Email _____ Fax _____

_____ Authorized Agent _____ FEIN _____

Title _____

Will the cost of subcontract exceed \$20,000?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **Yes**, the subcontractor must be pre-qualified to perform the work and the bidder **must** provide in the bid package the following subcontractor documents:

- * DPMC Notice of Classification
- * Certified copy of Total Amount of Uncompleted Contracts Form (DPMC 701)
- * Valid and Current Public Works Contractor's Registration Certificate (Projects over \$2,000)
- * New Jersey Business Registration Certificate

Certification of Equipment and Performance Security

The _____ hereby certifies the above-named subcontractor
Name of Bidding Company

has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Name of Bidding Company _____

Name of Authorized Agent _____

Signature of Authorized Agent _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID, IF APPLICABLE

Subcontractor Disclosure Statement (pg. 4)

Bid for Building
Demolition for Ideal
City Center Project

3. Subcontractor for: ELECTRICAL WORK, TELE-DATA, FIRE ALARM OR SECURITY SYSTEM

Name of Subcontractor Company _____

Address _____

City, State, Zip _____

Telephone_____ Email _____ Fax _____

_____ Authorized Agent _____ FEIN _____

_____ Title _____

Will the cost of subcontract exceed \$20,000?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **Yes**, the subcontractor must be pre-qualified to perform the work and the bidder **must** provide in the bid package the following subcontractor documents:

- * DPMC Notice of Classification
- * Certified copy of Total Amount of Uncompleted Contracts Form (DPMC 701)
- * Valid and Current Public Works Contractor's Registration Certificate (Projects over \$2,000)
- * New Jersey Business Registration Certificate

Certification of Equipment and Performance Security

The _____ hereby certifies the above-named subcontractor
Name of Bidding Company

has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Name of Bidding Company _____

Name of Authorized Agent _____

Signature of Authorized Agent _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID, IF APPLICABLE

Subcontractor Disclosure Statement (pg. 5)

Bid for Building
Demolition for Ideal
City Center Project

4. Subcontractor for: STRUCTURAL STEEL AND IRON WORK

Name of Subcontractor Company _____

Address _____

City, State, Zip _____

Telephone_____ Email _____ Fax _____

_____ Authorized Agent _____ FEIN _____

Title _____

Will the cost of subcontract exceed \$20,000?

_____ Yes Estimated Value of Contract \$ _____

_____ No Estimated Value of Contract \$ _____

If checked **Yes**, the subcontractor must be pre-qualified to perform the work and the bidder **must** provide in the bid package the following subcontractor documents:

- * DPMC Notice of Classification
- * Certified copy of Total Amount of Uncompleted Contracts Form (DPMC 701)
- * Valid and Current Public Works Contractor's Registration Certificate (Projects over \$2,000)
- * New Jersey Business Registration Certificate

Certification of Equipment and Performance Security

The _____ hereby certifies the above-named subcontractor
Name of Bidding Company

has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Name of Bidding Company _____

Name of Authorized Agent _____

Signature of Authorized Agent _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID, IF APPLICABLE

Subcontractor Disclosure Statement (pg. 6)

Bid for Building
Demolition for Ideal
City Center Project

OTHER TRADES

A. Name of Trade/Type of Work _____ Name of Subcontractor Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
Email _____ FEIN No. _____
Authorized Agent _____ Title _____
Estimate Value of Contract \$ _____

Bid Submittals from Subcontractor

_____ Notice of Classification _____ Contractor's Registration Certificate _____ Uncompleted Contracts

B. Name of Trade/Type of Work _____
Name of Subcontractor Company _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____
Email _____ FEIN No. _____
Authorized Agent _____ Title _____
Estimate Value of Contract \$ _____

Bid Submittals from Subcontractor

_____ Notice of Classification _____ Contractor's Registration Certificate _____ Uncompleted Contracts

Certification of Equipment and Performance Security

The _____ hereby certifies the above-named subcontractor
Name of Bidding Company

has the personnel, equipment, experience, financial and sufficient means to complete their portion of the contract in full accordance with the bid specifications.

Name of Bidding Company _____

Name of Authorized Agent _____

Signature of Authorized Agent _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID, IF APPLICABLE

**STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

STOCKHOLDER/PARTNERSHIP DISCLOSURE AND STATEMENT OF OWNERSHIP (continued)
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

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

Part IV Certification

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

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

THIS FORM (TWO PAGES) MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ in the county of _____ and the state of _____ am of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the bidder making the bid for the herein project, and that I executed said bid with full authority to do so, that said bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the project named in this bid, and that all statements contained in said bid and in this Affidavit are true and correct, and made with full knowledge that the CITY OF PLEASANTVILLE relies upon the truth of the statement contained in said bid and in the statements contained in this Affidavit in awarding the contract for said project.

I warrant that no requirement or commitment was made in reference to any political contribution to any party, person or elected official, and that no undisclosed benefits of any kind were promised to anyone connected with the CITY OF PLEASANTVILLE or any political party in reference hereto.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, **EXCEPT** bona fide employees or bona fide established commercial or selling agencies maintained by:

(Name of Bidding Contractor)

I further warrant and represent that I have never been convicted of or acknowledged or admitted to any payment of kickbacks or unlawful gifts to any government official, school board official or employee for which conduct the CITY OF PLEASANTVILLE deems me disqualified from doing business with them under such circumstances.

I also understand that the above disqualification does not apply to any vendor who co-operates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

SWORN AND SUBSCRIBED TO BEFORE ME

THIS _____ DAY OF _____, 20____

(Signature of NOTARY PUBLIC)

Signature of Affiant

NOTARY PUBLIC OF: _____

Print/type Name of Affiant

My Commission Expires: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

PREQUALIFICATION AFFIDAVIT

The below affidavit must be submitted with your bid for projects over \$20,000.00 pursuant to N.J.S.A. 18A:18A-32:

I, _____ of the city of _____ in the county of _____ and the state of _____ am of full age, being duly sworn according to law on my oath depose and say that:

No Material Adverse Change in Qualification

I am _____ (*Position in Company*) and the bidder for the above-named project. The answers to the following statements are true and correct and there has been no material adverse change in the qualification information after the latest statement submitted as required (N.J.S.A. 18A:18A-32 et seq.) as amended, except as set forth herewith. I further certify that there is not now pending any litigation or other action that may jeopardize my rating, status, or contract limits from their current limits.

Notice of Classification (DPMC 27)

_____ (*Name of Company*) is classified by the State of New Jersey under Chapter 105, Laws of 1962, as amended. This Classification became effective _____ (*Date*).

Type of Contract/Trade Classified: _____

Classification Approved Amount: \$ _____

A copy of my valid and active prequalification/classification certificate from the Department of Treasury, Division of Property Management and Construction has been submitted with this bid.

Total Amount of Uncompleted Contracts (DPMC 701)

The total amount of uncompleted work is \$ _____ as of _____ (*Date*).

A copy of the company's Total Amount of Uncompleted Contracts form is required to be submitted with the bid.

Signature of Authorized Representative _____ Date _____

Sworn and subscribed to before me this _____ day of _____ in the Year _____.

Signature of Notary _____ Print Name of Notary _____ Notary Public of _____

My Commission Expires: _____
Month Day Year

-SEAL-

PLEASE READ: This affidavit does not take the place of the "Notice of Classification" or the "Total Amount of Uncompleted Contracts" issued by the State of New Jersey, both of which must be submitted with the bid package of each bidder.

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

CONTRACTOR REGISTRATION CERTIFICATION

It is the determination of the City of Pleasantville that this is a public works project which contract amount in total will exceed \$2,000.00 (two thousand dollars), therefore, pursuant to the Public Works Contractor Registration Act N.J.S.A. 34:11-56.48 et seq., contractors are advised of the following:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

I certify that our company understands that the project of the City of Pleasantville requires that all contractors and subcontractors listed in this proposal possess a valid Contractor Registration Certificate or submit with its bid a copy of the registration application (contractors and subcontractors) at the time the proposal is received by the Board and furthermore certify that I will provide copies of the valid certificates prior to the award of contract.

Name of Company _____

Authorized Agent _____

Title _____

Authorized Signature _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

PREVAILING WAGE CERTIFICATION

It is the determination of the City of Pleasantville that this is a public works project that in total will exceed \$2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

Certification

I certify that our company understands that this project of the City of Pleasantville requires all workers to be paid prevailing wages and that we shall pay all workers a wage rate not less than the published prevailing wage rates for the locality in which the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development. I further certify that all subcontractors named in this bid understand that this project requires the subcontractor to pay its workers prevailing wages in full accordance with the law.

Certified Payroll Records – Form MW-562 (6/23)

I agree to submit certified payroll records to the City of Pleasantville for each payroll period within ten (10) days of payment of wages and that I will use the New Jersey Department of Labor and Workforce Development Form MW-562 (6/23) to certify all payroll records. I understand and certify that the City of Pleasantville will not make any payments if certified payroll records are not received.

Submission of Certified Payroll Records

Contractors are required to submit certified payroll records for each payroll using the online form MW-562(6/23) through the New Jersey Wage Hub *and* to submit certified payroll records for each payroll to the City of Pleasantville. Submission of the MW-562 (6/23) online to the New Jersey Wage Hub alone will not satisfy the requirement to submit certified records to the City of Pleasantville.

Non-compliance Statement

I understand that if it is found that any worker employed by the contractor or any subcontractor covered by said contract has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the City of Pleasantville may begin proceedings to terminate the contractor's or subcontractor'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 for any excess costs occasioned thereby to the public body.

Notification of Violations – New Jersey Department of Labor & Workforce Development

Has the bidder or any person having an "interest" with the bidder been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56:37 that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

* Yes _____

No _____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department.

Submission of Certified Payroll Records

Certified payroll records to the City of Pleasantville maybe submitted via email to XXXXXXXXXXXXXXXXXXXX or postal mail as follows:

**City of Pleasantville
18 North First Street
Pleasantville, NJ 08232
ATTN: Kenia Nunez-Acuna,
CMFO/QPA**

Name of Company: _____

Authorized Agent: _____

Authorized Signature: _____

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

Sworn Contractor Certification - Qualifications and Credentials

Pursuant to N.J.S.A. 18A:7G-37, a pre-qualified contractor seeking to bid school facilities projects, and any subcontractors, that are required to be named under N.J.S.A. 18A:7G-1 et seq. shall, as a condition of bidding, submit this Sworn Contractor Certification regarding qualifications and credentials.

I, _____ the principal owner or officer of the company, certify that the forging statements are true and our firm has the following qualifications and credentials:

1. A current, valid certificate of registration issued pursuant to "The Public Works Contractor Registration Act," N.J.S.A. 34:11-56:48 et seq. A copy of which is submitted with its bid;
2. A current, valid Certificate of Authority (Business Registration) to perform work in New Jersey issued by the Department of Treasury, a copy of which is submitted with its bid;
3. A current valid contractor trade license required under applicable New Jersey Law for any specialty trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with its bid;
4. During the term of the school facilities project, I as principal owner or officer of the company or corporation, as contractor, will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
5. Certify that, at the time of bidding, the amount of the bid proposal and value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit.

Name of Company _____

Name of Owner or Officer _____

Signature of Owner or Officer _____

Notarized before me this _____ day of _____, _____
Month Year

NOTARY PUBLIC SIGNATURE

PRINTED NAME OF NOTARY PUBLIC

MY COMMISSION EXPIRES _____
Month Day Year

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

Disclosure of Investment Activities in Iran

Person or Entity

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX**.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)		Title	
Signature		Date	

THIS FORM (TWO PAGES) MUST BE COMPLETED, SIGNED, AND RETURNED PRIOR TO AWARD

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$200 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name: Atlantic

State: Governor

Legislative District #s: 1, 2, 8 & 9

State Senator and two members of the General Assembly per district.

County:

County Commissioners	County Clerk	Sheriff
County Executive	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

Absecon City	Estell Manor City	Mullica Township
Atlantic City	Folsom Borough	Northfield City
Brigantine City	Galloway Township	Pleasantville City
Buena Vista Township	Hammonton Town	Somers Point City
Corbin City	Linwood City	Ventnor City
Egg Harbor City	Longport Borough	Weymouth Township
Egg Harbor Township	Margate City	

Boards of Education (Members of the Board):

Absecon City	Folsom Borough	Mainland Regional
Atlantic City	Galloway Township	Mullica Township
Buena Regional	Greater Egg Harbor Regional	Northfield City
Egg Harbor City	Hamilton Township	Pleasantville City
Egg Harbor Township	Hammonton Town	Somers Point City
Estell Manor City	Longport	Weymouth Township

Fire Districts (Board of Fire Commissioners):

- Buena Borough Fire District No. 1
- Buena Borough Fire District No. 2
- Buena Vista Township Fire District No. 1
- Buena Vista Township Fire District No. 2
- Buena Vista Township Fire District No. 3
- Buena Vista Township Fire District No. 4

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

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

- | | |
|---|---|
| <input type="checkbox"/> Sole Proprietorship (skip Parts III and IV)
<input type="checkbox"/> For-Profit Corporation (any type)
<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Other (be specific): _____ | <input type="checkbox"/> Non-Profit Corporation (skip Parts III and IV)
<input type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Limited Liability Partnership (LLP)
<input type="checkbox"/> Partnership |
|---|---|

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

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (continued)**

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

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

Section A (Check the Box that applies)

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

Name of Individual or Organization	
---	--

Physical Address	
-------------------------	--

OR

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

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

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
---	--

Physical Address	
-------------------------	--

OR

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

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (continued)**

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

Section C – Part III Certification

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

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

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity

Physical Address

Name of Business Entity	Physical Address

****Add additional sheets if necessary****

OR



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS (continued)**

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

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

****Add additional Sheets if necessary****

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **City of Pleasantville** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **City of Pleasantville** to notify the **City of Pleasantville** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **City of Pleasantville**, permitting the **City of Pleasantville** to declare any contract(s) resulting from this certification void and unenforceable.

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

THIS FORM (FOUR PAGES) MUST BE COMPLETED, SIGNED, AND RETURNED *PRIOR* TO CONTRACT AWARD

SAMPLE DOCUMENT ONLY

A CURRENT IRS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification		Give Form to the requester. Do not send to the IRS.
	Name (as shown on your income tax return)		
Print or type See Specific Instructions on page 2.	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)		Requestor's name and address (optional)
	City, state, and ZIP code		
	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Social security number - -
	Employer identification number -

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3. Sign Here Signature of U.S. person ▶ Date ▶

General Instructions
Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.
Purpose of Form
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:
• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

BID PROPOSAL FORM (PAGE 1 of 5)

Bid for Building
Demolition for Ideal
City Center Project

BIDDERS SHOULD NOT AMEND THIS FORM IN ANY WAY

ANY QUESTIONS SHOULD BE RESOLVED PRIOR TO SUBMITTING BIDS

The undersigned hereby declares that he/she has carefully examined the specifications, plans and form of contract for the project named above; that he/she has carefully examined the site of the project; and that he/she will contract to carry out and complete said project as specified and delineated at the price per unit measure or lump sum for each scheduled item of work stated on this Bid Proposal Form.

The undersigned proposes to furnish all labor, materials, supplies, and equipment required to construct and complete the structures and do other work complete in every detail, in accordance with plans, specifications and other contract documents for the following Lump Sum Prices:

Item No.	Description	Unit Price	Total Price
1.	Mobilization, Performance, Payment and Maintenance Bond. (See Section 00 22 00)		
	LUMP SUM PRICE		
	_____ Dollars		
	and _____ Cents		\$ _____
2.	Site Clearing.		
	LUMP SUM PRICE		
	_____ Dollars		
	and _____ Cents		\$ _____
3.	Soil Erosion and Sediment Control.		
	LUMP SUM PRICE		
	_____ Dollars		
	and _____ Cents		\$ _____
4.	Maintenance and Protection of Traffic.		
	LUMP SUM PRICE		
	_____ Dollars		
	and _____ Cents		\$ _____

BID PROPOSAL FORM (PAGE 2 of 5)

Bid for Building
Demolition for Ideal
City Center Project

Item No.	Description	Unit Price	Total Price
5.	Temporary Fencing and Gates. LUMP SUM PRICE _____ Dollars and _____ Cents		\$ _____
6.	Underground Utility Location. LUMP SUM PRICE _____ Dollars and _____ Cents	\$ _____	\$ _____
7.	Structure Demolition. LUMP SUM PRICE _____ Dollars and _____ Cents	\$ _____	\$ _____
8.	Asbestos Abatement. LUMP SUM PRICE _____ Dollars and _____ Cents		\$ _____
9.	Dust Control. LUMP SUM PRICE _____ Dollars and _____ Cents		\$ _____

BID PROPOSAL FORM (PAGE 3 of 5)

Bid for Building
Demolition for Ideal
City Center Project

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
10.	Excavating, Filling, and Grading. LUMP SUM PRICE _____ Dollars and _____ Cents		\$ _____
12.	4,000 SQUARE YARDS Seeding. UNIT PRICE PER SQUARE YARD _____ Dollars and _____ Cents		\$ _____
13.	Permanent Fencing. UNIT PRICE PER LINEAR FOOT _____ Dollars and _____ Cents		\$ _____

BID PROPOSAL FORM (PAGE 4 of 5)

Bid for Building
Demolition for Ideal
City Center Project

Item No.	Description	Unit Price	Total Price
14.	Site Cleanup and Restoration. LUMP SUM PRICE _____ Dollars and _____ Cents		\$ _____
15.	Contingency Allowance. ALLOWANCE ____ Twenty-Five Thousand _____ Dollars and _____ No _____ Cents		<u>\$25,000.00</u>
16.	Contract Closeout Documentation. FIXED PRICE ____ Five Thousand _____ Dollars and _____ No _____ Cents		<u>\$ 5,000.00</u>
	TOTAL PRICE BID Building Demolition for Ideal City Center Project ITEM NOS. 1 THROUGH 16 _____ Dollars and _____ Cents		\$ _____

BID PROPOSAL FORM (PAGE 5 of 5)

Company Name: _____

Taxpayer ID Number: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Name of Bidder: _____

Title: _____

Signature of Bidder: _____

Phone: _____ **Fax:** _____

Email: _____

Date: _____

THIS FORM (FIVE PAGES) MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR BID

Technical Specifications

SECTION 1

STATEMENT OF WORK

1.0 IN GENERAL, the work of this project consists of the demolition of multiple buildings located at the northwesterly corner of the intersection of North Main Street and West Washington Avenue in the City of Pleasantville, New Jersey complete as specified within these Contract Documents and shown on the Drawings entitled, "Building Demolition Plan" prepared by Schaeffer Nassar Scheidegg, Consulting Engineers.

1.01 DESCRIPTION OF WORK

A. The work for this project includes, but is not limited to, the following items:

1. Permits
2. Temporary soil erosion and sediment controls
3. Safety measures to protect pedestrians and traffic.
4. Installation of temporary galvanized chain link fencing
5. Structure demolition, termination of underground utilities, Removal and disposal of asbestos containing material shall be done in accordance with N.J.A.C. 5:23-8, and Removal and disposal of lead-based paints shall be done in accordance with corresponding federal regulations.
6. Removal and disposal of fungal growth if present on contaminated surfaces and cleaning and disinfection of the affected areas
7. Removal and disposal of buried asbestos cement piping, if present.
8. Excavating, removing existing asphalt, filling and final site grading.
9. Seeding and site cleanup and restorations
10. Provide and install galvanized coated chain link fence and gates
11. Contract closeout documentation

1.02 COORDINATION

- A. The contractor shall coordinate his operations with the City of Pleasantville and all adjoining property owners. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.
- B. Prime Contractor shall coordinate his operations with those of other Sub-Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractors, including their subcontractors, shall keep informed of the progress and the detail work of other Contractors and Subcontractors, and shall notify the Engineer immediately of lack of progress or

And issues that arise during the demolition process.

C. Coordinate all work as further described in the General Conditions of the Contract Documents.

1.03 DRAWINGS

A. The following Drawings prepared by Schaeffer Nassar Scheidegg, Consulting Engineers are part of these Contract Documents:

1. G1. Title Sheet and Location Map
2. A1. Site Plan
3. A2. Demolition Plan
4. C1. Existing Conditions Plan
5. C2. Site Plan
6. C3. Construction Details
7. C4. Soil Erosion Plan
8. C5. Soil Erosion Details and Notes

1.04 The above Statement of Work outlines the general items and distribution of work and should not be construed as being all-inclusive.

SECTION 2

CASH ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

- A. To provide an adequate budget and bonding to cover items not precisely determined or foreseen by the Owner prior to bidding, allow within the proposed Contract Sum the amounts described in this Section.

1.02 DESCRIPTION

- A. The Contractor shall include in the Contract Price all allowances and ensure the work to be done for such sums within the limit of the allowances as may be acceptable to the Owner.
- B. The Contractor agrees that the allowances include the cost to the Contractor less any applicable trade discounts) of materials, equipment and labor required by the allowances to be delivered to the site, less applicable taxes. No demand for additional payment on account of any thereof will be valid.
- C. Funds remaining in any Allowance at closeout of Contract will be credited to the Owner.

1.03 SUBMITTALS

- A. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".
- A. Submit cost proposals for services included in the allowances.
- B. Submit invoices to show actual breakdown for each task for each allowance.

1.04 SPECIFIC CASH ALLOWANCES

- A. Contingency Allowances: There is a Contingency Allowance included in the Contract price in an amount sufficient to account for any unforeseen costs in the project that are not included in the original work. The Contingency Allowance shall be used to cover the cost(s) of work performed under an authorized Change Order. The Change Order shall be prepared in accordance with the General Conditions and shall include all costs associated with the Change.

SECTION 3

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION

A. Unit price items:

1. Measurement of units of work for which payment will be made by unit prices are defined herein.
2. Payment for the units of work will be determined by multiplying the unit prices stated within the bid, times the quantity of the unit of work as determined by the measurement provisions stated herein. Payment for the units of work shall fully compensate the Contractor for furnishing all materials, labor, equipment, services, tools and all else incidental and necessary to complete the work.

B. Lump sum items:

1. Measurement of quantities of work will be estimated based on the accepted schedule of values and as determined in the field based on the percentage of completion for each item as specified herein.
2. Payment for the quantities of work indicated in the accepted schedule of values will be at the prices stated in the accepted schedule of values, not to exceed the lump sum stated within the bid. Payment for the work to be performed under the lump sum shall fully compensate the Contractor for furnishing all material, labor, equipment, services, tools and all else incidental and necessary to complete the work.

1.02 SUBMITTALS

B. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".

A. Schedule of values:

1. Submit a Schedule of Values for the work at the Pre-Construction Conference. Schedule shall reflect the specified construction stages if any, and the component parts of each stage.
 2. Upon request, support the values with data, which will substantiate their correctness.
 3. The Schedule of Values shall be used only as the basis for the Contractor's Applications for Payments.
- B. Schedule shall list the value of each of the total or percentage of completed items listed in the Proposal for all the work in sufficient detail to serve as a basis for computing values for progress payments during the demolitions process.
- C. In the case of Lump Sum items, each item shall be divided into its component parts and be shown on a sub schedule.
- D. Follow the 48 Division Construction Specification Institute (CSI) format for listing component items of each payment item listed in the proposal.

- E. The sum of all values listed in the schedule shall equal the total Contract Price.

PART 2 - PAYMENT

2.01 GENERAL

- A. The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all labor, materials, tools, equipment and incidentals necessary to the completed work, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner; also, except where specifically provided elsewhere in the Contract, for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, or for the action of the elements, or for any unforeseen difficulties which may be encountered during the prosecution of the work until acceptance by the Owner, also, except where specifically provided elsewhere in the Contract, for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the Contract.
- B. The Contractor shall receive payments in accordance with the completion of work as identified by the Construction Schedule.

2.02 MOBILIZATION

- A. Mobilization shall consist of the cost of initiating the Contract and include such portions of the following as are required at the beginning of the Project
- B. The lump sum price bid for mobilization is limited to 5% of the total contract amount.
- C. In the event the amount bid for the item "Mobilization" exceeds the limits specified above, the portion exceeding the limits specified above will be paid after all the work has been completed and accepted.

2.03 LIQUIDATED DAMAGES

- A. The Owner will suffer significant financial loss if the project, or each stage thereof, is not substantially complete on the date(s) set forth in the Contract. The Contractor and his surety shall be liable and shall pay to the Owner the sum stipulated, as fixed and agreed, as liquidated damages for each calendar day of delay until the project, or each stage thereof, is substantially complete.
- B. Liquidated damages in the amounts specified will be assessed as required by the General Provisions and the Contract and collected through Current Estimate/Voucher deduct items implemented at completion of the various stages of construction specified.

2.04 PERFORMANCE AND MAINTENANCE BOND

- A. The Contractor will be responsible for the cost of the Performance and Maintenance Bond.

SECTION 4
PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Administrative and supervisory requirements necessary for coordination of the Project.

B. Related work:

1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. Project meetings.
3. Construction schedules.
4. Special inspection.

1.02 SUBMITTALS

- C. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".

1.03 GENERAL COMMUNICATION

- A. The Engineer shall act as the Owner's Representative for this project.
- B. In case of an EMERGENCY, dial 9-1-1, then contact the Owner or his representative.

1.04 CORRESPONDENCE

- A. Address all correspondence to the Engineer.
- B. All correspondence to and from Contractor will be routed through the Owner's Representative.

1.05 REQUEST FOR INFORMATION (RFI)

- A. When field conditions or Contract Document contents require clarification by the Engineer, a written RFI is to be submitted to the Engineer.
- B. Each RFI shall identify the nature and location of each clarification or verification; provide as a minimum the following information:
1. Project name and subject
 2. Date response required by
 3. RFI number
 4. Indication of costs, if known or anticipated
 5. Indication of schedule impact
 6. Location on site
 7. Contract specification section and paragraph reference
 8. Descriptive text
 9. Recommended solution(s); and

1.06 COORDINATION

- A. Contractor shall coordinate its construction activities with those of its subcontractors and other entities involved to assure efficient and orderly installation of each part of the Work.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include items such as required notices, reports, and attendance at meetings.
- C. Construction Schedules:
 - 1. Provide work and progress schedule.
 - 2. Monitor schedules as work progresses.
 - 3. Monitor compliance with schedule.
- B. Process Shop Drawings, Product Data and Samples:
 - 1. Prior to submittal to Engineer review for compliance with contract documents.
 - a. Field dimensions and clearance dimensions.
 - b. Relation to available space.
 - c. Relation to other contracts and to other trades.
 - d. Effect of any changes on the work of any other contracts or other trades.
- C. Safety:
 - 1. Enforce compliance with all current OSHA, State and local regulations.
- D. Inspection and testing:
 - 1. Comply with requirements of these specifications.
 - 2. Inspect Work to assure performance in accord with requirements of Contract Documents.
 - 3. Reject Work that does not comply with requirements of Contract Documents.
 - 4. Report any noncompliance with Contract Documents to the Engineer and Owner.

SECTION 5
PROJECT MEETINGS

1.01 DESCRIPTION

- A. The Contractor shall attend pre-construction meeting, periodic progress meetings, and special meetings called throughout the progress of the work.
- B. Representatives of The Contractor and subcontractors attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The Engineer will attend meetings to ascertain that work is expedited consistent with Contract Documents and the construction schedules.

1.02 PRECONSTRUCTION MEETING

- A. Will be scheduled by the Engineer within fifteen (15) days after date of contract award.
- B. Location: Municipal Building.
- C. Attendance:
 - 1. Owner's Representative
 - 2. Representative of the local Police, Fire and Public Works Departments
 - 3. Engineer and his professional consultants
 - 4. Contractor's Superintendent
 - 5. Major Subcontractors
 - 6. Others as appropriate.

1.03 PROGRESS MEETINGS

- A. Will be scheduled on a regular periodic basis, as required, by the Engineer.
- B. Additional meetings will be held as required by progress of the work.
- C. Location of the meetings: In the Filed.
- D. Attendance:
 - 1. Engineer, and his professional consultants as needed.
 - 2. Contractor's Superintendent.
 - 3. Subcontractors as appropriate to the agenda.
 - 4. Others.

SECTION 6

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included:
 - 1. Promptly after the contract award, the Contractor shall prepare and submit to the Engineer estimated construction progress schedules for the work, with sub-schedules of related activities, which are essential to its progress.
 - 2. Submit revised progress schedules monthly.

1.02 SUBMITTALS

- D. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".

1.03 CONTENT OF SCHEDULES

- A. Construction progress schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each element of construction.
- B. Provide sub-schedules to define critical portions of prime schedules.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule.
 - 1. Provide a narrative report as needed to define any Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules within five (5) days after Notice to Proceed to be reviewed by the Engineer.
- B. Submit revised progress schedules with each application for payment.

SECTION 7

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Secure the services of a professional photographer who is skilled and experienced in construction photography.
 - 2. Provide Preconstruction Photographs prior to the beginning of construction activities including site and access clearing.
 - 3. Provide post Construction Photographs.

1.02 SUBMITTALS

- E. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".
- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- B. Obtain transfer copyright usage from photographer to Owner for unlimited reproduction of photographic documentation.
- C. Submit name and address of photographer.

PART 2 - PRODUCTS

2.01 PHOTOGRAPHS

- A. All photographs shall be high quality color digital photographs stored on a flash drive, CD-ROM, DVD or approved other media.

3.01 DELIVERY

- A. Deliver photographs to The Engineer within seven (7) calendar days after they are taken.
- B. Digital images shall be provided on a flash drive CD-ROM or external hard drive labeled to show date, project, contract number and location.

SECTION 8

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Prepare and submit to the Engineer a Schedule of Submittals showing all submittals required by the Specification sections.
2. Prepare and submit to the Engineer shop drawings, product data and samples required by the Specification sections.

B. Related Requirements:

1. Other sections of these Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.

1.02 SCHEDULING

- ###### A.
- Schedule submission for product data at least fourteen (14) days before dates reviewed submittals will be needed.

1.03 SUBMITTALS

A. Schedule of Submittals:

1. Prepare and submit for approval a schedule showing each submittal required by the Contract Documents and their initial submittal dates required for coordination of the work.
2. Organize the schedule by the applicable specification Section number.
3. Submit the schedule within fourteen (14 days) after Notice to Proceed.
4. The schedule shall reflect the overall job schedule sequence.
5. Revise and resubmit the schedule for approval when requested.

1.04 CONTRACTOR'S RESPONSIBILITIES

- ###### A.
- Review shop drawings, product data, and samples prior to submission.
- ###### B.
- Coordinate each submittal with requirements of the work and of the Specification.
- ###### C.
- The contractor is responsible for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- ###### D.
- The contractor is responsible for deviations in submittals from requirements of Contract, unless Engineer gives written acceptance of specific deviations.

1.05 ENGINEERS RESPONSIBILITIES

A. Engineering duties:

1. Review submittals with reasonable promptness.
 2. Affix stamp and initials or signature certifying to review of submittal.
 3. Return submittals to The Contractor for distribution or resubmission.
- B. The Engineer shall review all shop drawings, product data, and samples. The submittal shall be marked as follows:
1. No exceptions taken; no further submission required.
 2. Note markings; no further submission required.
 3. Note markings; further submission required.
 4. Rejected.

1.06 SUBMISSION REQUIREMENTS

- A. Make submittals not to cause any delay in the work or in the work.
- B. Accompany submittals with Submittal Transmittal Form contained herein, in duplicate containing:
1. Date of submission and dates of any previous submissions.
 2. Project title and contract number.
 3. Notification of deviations from the Contract.
 4. Other pertinent data.

1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the *ENGINEER* and resubmit until no further submissions are required.
- B. Shop drawings and product data:
1. Revise initial drawings or data and resubmit as specified for the initial submittal.
 2. Clearly indicate all changes made to the submittal.
- C. Samples: Submit new samples as required for initial submittals.

1.10 DISTRIBUTION

- A. Distribute reproductions of shop drawings and copies of Product data that carry the *ENGINEER* stamp to:
1. Subcontractors.
 2. Supplier.
 3. Contractor's file.

SECTION 9

REGULATORY REQUIREMENTS AND APPLICABLE STANDARDS

1.01 DESCRIPTION

- A. Work included:
1. Throughout the Contract Documents and these Specifications, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
 2. Where materials or workmanship are required by the Contract Documents and these Specifications to meet or exceed the specifically named code or standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named code or standard.
 3. It is also the Contractor's responsibility, when so required by the Contract Documents and these Specifications or by written request from the Engineer, to deliver to the Engineer all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or standard. Such proof shall be in the form requested in writing by the Engineer and generally it will be required to be copies of a certified report of tests conducted by a testing agency approved for that purpose by the Engineer.
- B. Related work described elsewhere: Specific naming of codes or standards occurs on the drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Familiarity with pertinent codes and standards: In procuring all items used in this work, it is the Contractor's responsibility to verify the detailed requirements of the specifically named codes and standards and to verify that the items procured for use in this work meet or exceed the specified requirements.
- B. Rejection of non-complying items: The Engineer reserves the right to reject items incorporated into the work, which fail to meet the specified minimum requirements, further reserves the right, and without prejudice to other recourse they may take, to accept non-complying items subject to an adjustment in the Contract amount as approved by the Engineer and the Owner.
- C. Applicable standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
1. AA - Aluminum Association
 2. AAA - Aluminum Alloy Association
 3. AABC - Associated Air Balance Council
 4. AAMA - Architectural Aluminum Manufacturers Association
 5. AAN - American Association of Nurserymen
 6. AAR - Association of American Railroads
 7. AASHTO - American Association of State Highway and Transportation Officials (Formerly AASHO)
 8. ACGIH - American Conference of Governmental Industrial Hygienists

9. ACI - American Concrete Institute
10. ACPA - American Concrete Pipe Association
11. AFBMA - Anti Friction Bearing Manufacturers Association
12. AGA - American Gas Association
13. AGC - Associated General Contractors of America
14. AGMA - American Gear Manufacturers Association
15. AGWA - American Gear Works Association
16. AI - Asphalt Institute
17. AIA - American Institute of Architects
18. AIEE - American Institute of Electrical Engineers
19. AISC - American Institute of Steel Construction
20. AISI - American Iron and Steel Institute
21. AITC - American Institute of Timber Construction
22. AMCA - Air Moving and Conditioning Association
23. ANSI - American National Standards Institute (Synonymous with USASI-ASA)
24. APA - American Plywood Association
25. API - American Petroleum Institute
26. ARA - American Railroad Association
27. ARI - Air Conditioning and Refrigeration Institute
28. AREA - American Railway Engineering Association
29. ASCE - American Society of Civil Engineers
30. ASHRAE - American Society of Heating, Refrigeration and Air Conditioning Engineers
31. ASLA - American Society of Landscape Architects
32. ASME - American Society of Mechanical Engineers
33. ASTM - American Society for Testing and Materials
34. AWG - American (or Brown and Sharpe) Wire Gauge
35. AWI - Architectural Woodwork Institute
36. AWPA - American Wood Preservers Association
37. AWPB - American Wood Preservers Bureau
38. AWS - American Welding Society

39. AWWA - American Water Works Association
40. BOCA - Building Officials and Code Administrators International
41. CEMA - Conveyor Equipment Manufacturers Association
42. CGA - Compressed Gas Association
43. CISPI - Cast Iron Soil Pipe Institute
44. CRSI - Concrete Reinforcing Steel Institute
45. CSA - Canadian Standards Association
46. CDC - Concrete Technology Corporation
47. DEP - Department of Environmental Protection
48. DOD - Department of Defense
49. EEI - Edison Electrical Institute
50. EJMA - Expansion Joint Manufacturers Association
51. EPA - Environmental Protection Agency
52. FHWA - Federal Highway Administration, U.S. Department of Transportation
53. FM - Factory Mutual Engineering Division
54. FSS - Federal Specifications and Standards (General Services Administration - Federal Supply Service)
55. IBR - Institute of Boiler and Radiator Manufacturers
56. ICBO - International Congress of Building Officials
57. IEEE - Institute of Electrical and Electronic Engineers
58. IES - Illuminating Engineering Society
59. IMSA - International Municipal Signal Association
60. IPCEA - Insulated Power Cable Engineers Association
61. ITE - Institute of Traffic Engineers
62. MMA - Monorail Manufacturers Association
63. MSS - Manufactures Standardization Society
64. MUTCD - Manual on Uniform Traffic Control Devices
65. NBFU - National Board of Fire Underwriters
66. NBS - National Bureau of Standards
67. NCHRP – National Cooperative Highway Research Program

68. NEBB - National Environmental Balancing Bureau
69. NEC - National Electrical Code
70. NELA - National Electric Light Association
71. NEMA - National Electrical Manufacturers Association
72. NESC - National Electrical Safety Code
73. NFPA - National Fire Prevention Association
74. NJDEP - New Jersey Department of Environmental Protection
75. Standard Specifications - New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2001, English, and all amendments thereto (Standard Specifications):
76. NLMA - National Lumber Manufacturers Association
77. OSHA - Occupational Safety and Health Act
78. NRMCA - National Ready Mix Concrete Association
79. NSF - National Sanitation Foundation
80. NWMA - National Woodwork Manufacturers Association
81. NSPC - National Standard Plumbing Code
82. PCA - Portland Cement Association
83. PCI - Prestressed Concrete Institute
84. PDI - Plumbing and Drainage Institute
85. PEI - Porcelain Enamel Institute Incorporated
86. PPI - Plastics Pipe Institute
87. PRA - Public Roads Alphabet
88. RMA - Rubber Manufacturers Association
89. SAE - Society of Automotive Engineers
90. SDI - Steel Door Institute
91. SMACNA - Sheet Metal and Air Conditioning Contractors National Association
92. SSPC - Steel Structures Painting Council
93. UL - Underwriters Laboratories Incorporated
94. USSG - United States Standard Gage (For Uncoated Sheets and Thin Plates)
95. USSWG - United States Steel Wire Gage

1.03 Where any of the following abbreviations or symbols are used in the Contract, they shall have the meaning set forth opposite each.

A. Units of linear measure:

1. In. or " - Inches
2. LF, Ft. or ' - Linear Feet or Feet
3. Yds. - Yards

B. Units of square measure:

1. Sq. Cm. - Square Centimeters
2. Sq. In. - Square Inches
3. Sq. Ft./SF - Square Feet
4. SY - Square Yards
5. AC. - Acres

C. Units of cubic measure:

1. Cu. In. - Cubic Inches
2. Cu. Ft/CF - Cubic Feet
3. CY - Cubic Yards

D. Units of liquid measure:

1. Pt. - Pint
2. Qt. - Quart
3. Gal. - Gallon
4. BBL - Barrel
5. L - Liter

E. Units of weight:

1. Oz. - Ounces
2. Lb. or # - Pounds
3. CWT - Hundredweight or 100 Pounds
4. KIP - 1000 Pounds
5. GM - Gram
6. MG - Milligram
7. KG - Kilogram

F. Units of temperature:

1. Degrees Fahrenheit
2. C - Degrees Centigrade

G. Units of force/pressure:

1. PSI - Pounds per square inch
2. PSIA - Pounds per square inch absolute
3. PSIG - Pounds per square inch gage
4. PSF - Pounds per square foot
5. KSI - Kips per square inch
6. KSF - Kips Per Square Foot
7. TSF - Tons Per Square Foot

H. Units of velocity/flow:

1. IPS - Inches Per Second
2. FPM - Feet Per Minute
3. MPH - Miles Per Hour
4. REV - Revolutions
5. RPM - Revolutions Per Minute
6. CFS - Cubic Feet Per Second
7. CFM - Cubic Feet Per Minute
8. GPM - Gallons Per Minute
9. MGD - Million Gallons Per Day

I. Units of time:

1. SEC. - Seconds
2. MIN. - Minutes
3. HRS. - Hours

J. Units of angular measurement:

1. SEC. OR " - Seconds
2. MIN. OR ' - Minutes
3. DEG - Degrees

K. Units of concentration:

1. PPM - Parts per Million
2. KG/L - Kilograms per Liter
3. MG/L - Milligrams per Liter

L. Units of power:

1. HP - Horsepower
2. BHP - Brake Horsepower

M. Materials:

1. ABS - Acrylonitrile Butadine Styrene
2. ACCMP - Asphalt Coated Corrugated Metal Pipe
3. ABCMP - Asbestos Coated Corrugated Metal Pipe
4. ABCMP - Asbestos Coated Corrugated Metal Pipe
5. ACP - Asbestos Cement Pipe
6. BIT – Bituminous
7. CIP - Cast Iron Pipe
8. CISP - Cast Iron Soil Pipe
9. CMP – Corrugated Metal Pipe
10. CONC - Concrete
11. CPVC - Chlorinated Polyvinyl Chloride
12. DIP - Ductile Iron Pipe
13. CLDIP - Cement Lined Ductile Iron Pipe
14. GLDIP - Glass Lined Ductile Iron Pipe
15. PCECP - Prestressed Concrete Embedded Cylinder Pipe
16. PVC - Polyvinyl Chloride
17. RCP - Reinforced Concrete Pipe
18. SST - Stainless Steel
19. CU - Copper
20. TCP - Terra Cotta Pipe
21. VCP - Vitrified Clay Pipe

N. Miscellaneous:

1. B&B - Balled and Burlapped
2. BR - Bare Root
3. CPM - Critical Path Method
4. DIV. - Division
5. ID - Inside Diameter
6. OD - Outside Diameter
7. ODS - Oven Dried Solids

O. Electrical:

1. A - Amperes
2. AC - Alternating Current
3. DC - Direct Current
4. V - Volts
5. HZ - Hertz
6. KVA - Kilovolt Amperes
7. KW - Kilowatts
8. MA - Milliamps

P. Mechanical:

1. NPSH - Net Positive Suction Head
2. TDH - Total Dynamic Head
3. BTU - British Thermal Units
4. K - Thermal Conductivity
5. C - Thermal Conductance
6. U - Coefficient of Heat Transmission
7. R - Thermal Resistance

SECTION 10

TEMPORARY UTILITIES

NOT APPLICABLE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Furnish, install and maintain temporary utilities required for construction; remove on completion of work.

B. Related work:

1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with the National Electric Code and Plumbing Code.

B. Comply with federal, state and local codes and regulations and with utility company requirements.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

- A. Arrange with utility company, provide service required for power and lighting, and pay all costs for service and for power used.

- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout the construction using construction-type power cords.

- C. Provide adequate artificial lighting for all areas of work when natural light is not adequate for work, and for areas accessible to the public.

2.03 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat and ventilation as required to maintain adequate environmental conditions to facilitate progress of work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature or humidity. Permanent HVAC equipment shall NOT be used for this purpose.

- B. Provide adequate forced ventilation of enclosed areas for curing installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.

- C. Portable gas fired heaters shall be provided for temporary heat. They shall be standard approved units complete with controls. Kerosene or diesel fired units shall not be used.
- D. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

2.04 TEMPORARY WATER

- A. Arrange with utility service company, provide water for construction purposes; pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The use of fire hydrants for water is prohibited.
- C. Install branch piping with taps located so that water is available throughout the construction by the use of hoses. Protect piping and fittings against freezing.
- D. All buried valves shall only be operated by the *OWNER*.

2.05 TEMPORARY SANITARY FACILITIES

- A. Provide sanitary facilities in compliance with laws and regulations.
- B. Service, clean and maintain facilities and enclosures.
- C. Existing plumbing facilities shall not be used by construction personnel.
- D. All toilet facilities shall be in compliance with OSHA Regulation 1926.51(c). The sewage disposal method shall not endanger the health of employees and shall be in compliance with all State and Federal regulations.

PART 3 - EXECUTION

3.01 GENERAL

- A. Comply with applicable requirements specified in Division 26 - Electrical.
- B. Maintain and operate systems to ensure continuous service.
- C. Modify and extend systems as work progress requires.

3.02 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.

SECTION 11

FIELD OFFICES AND SHEDS

NOT APPLICABLE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Furnish, install and maintain temporary field offices and storage sheds during the entire construction period.
2. Provide Contractor's temporary field office, complete with all appurtenances within fourteen (14) days of Notice to Proceed.
3. At completion of work, remove field offices, sheds and contents.
4. Design anchorage and foundations for temporary offices and sheds.
5. Obtain all building permits required for field offices and sheds.

B. Related work:

1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with requirements of Federal, State and Local codes and regulations.

1. Field offices shall conform to the requirements of N.J.A.C. 5:23-4A and be labeled in accordance with N.J.A.C. 5:23-4A.8.

B. Design requirements:

1. General: The temporary facilities, unless otherwise indicated, shall be designed, constructed and erected in accordance with the New Jersey Uniform Construction Code, the 2021 International Building Code, and the 2021 National Standard Plumbing Code and the design criteria specifications. Where member sizes have been indicated, they shall be at least acceptable.
2. Design loads: Anchorage for temporary facilities shall be designed to withstand 30 lb./S.F. lateral wind load and 15 lb./S.F. uplift with a 1.5 safety factor against uplift and overturning.
3. Engineering certification: Provide written structural calculations and drawings prepared and certified by a Professional Engineer registered in the State of New Jersey showing that the proposed anchorage meets the above design requirements.

1.03 SUBMITTALS

- F. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".
- A. Manufacturer's product data:
 - 1. Complete materials list of all materials proposed to be furnished and installed under this section.
 - 2. Manufacturer's current recommended installation procedures.
- B. Shop drawings showing precise dimensions and floor plans of the work of this section, and all other data needed to ensure proper installation.
- C. Engineering data for the proposed anchorage system.

1.04 REQUIREMENTS FOR FACILITIES

- A. Construction:
 - 1. Structurally sound, weathertight, with floors raised above ground.
 - 2. Temperature transmission resistance: Compatible with occupancy and storage requirements.
 - 3. At Contractor's option, portable or mobile buildings may be used.
- B. Contractor's office and facilities:
 - 1. Size: As required for general use and to provide space for project meetings.
 - 2. Telephone: One (1) direct line instrument (minimum).
 - 3. Furnishings in meeting area:
 - a. Conference table and chairs for at least eight (8) people.
 - b. Racks and files for project record documents in, or adjacent to, the meeting area.
- C. Storage sheds:
 - 1. To requirements of the various trades.
 - 2. Dimensions: Adequate for storage and handling of products.
 - 3. Ventilation: Comply with specified and code requirements for the products stored.
 - 4. Heating: Adequate to maintain temperatures specified in the respective sections for the products stored.

1.05 USE OF EXISTING FACILITIES

- A. Existing facilities at the site shall not be used for field offices or for storage.

1.06 USE OF PERMANENT FACILITIES

- A. Permanent facilities shall not be used for field offices or for storage.

PART 2 - PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

- A. May be new or used, but must be serviceable, clean, adequate for the required purpose, and must not violate applicable codes or regulations.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prior to installation of offices and sheds, consult with the Engineer on location, access and related facilities.
- B. Fill and grade sites for temporary structures to provide surface drainage.

3.02 INSTALLATION

- A. Construct temporary field offices and storage sheds on proper foundations, provide connections for utility services.
 - 1. Secure portable or mobile buildings when used.
 - 2. Provide steps and landings at entrance doors.
- B. Mount thermometer at convenient outside location, not in direct sunlight.

3.03 REMOVAL

- A. Remove temporary field offices, contents and services at a time when no longer needed.
- B. Remove storage sheds when they are no longer needed.
- C. Remove foundations and debris; grade the site to required elevations and clean the area.
- D. Provide permanent cover or landscaping as specified.

SECTION 12

CONSTRUCTION AIDS

NOT APPLICABLE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Furnish, install and maintain required construction aids, remove on completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

A. Comply with Federal, State and local codes and regulations.

1.03 QUALITY ASSURANCE

A. Qualifications of manufacturer:

1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.

B. Qualifications of workmen:

1. Provide at least one person who shall always be present during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the method and materials to be used.
3. In acceptance or rejection of the work of this section, the Engineer will make no allowance for lack of skill on the part of workmen.

C. Basis of acceptance:

1. The manufacturer's installation instructions, as approved by the Engineer, will provide the basis for acceptance or rejection of the work performed under this section.

PART 2 - PRODUCTS

2.01 MATERIALS

- ###### A. General: Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate the execution of the work, scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
 - 1. Refer to respective sections for requirements for each trade.
- B. Designated stairs in existing buildings may be used by construction personnel:
 - 1. As directed by the Owner.
- C. Maintain all facilities and equipment in a first-class condition.

2.03 TEMPORARY ENCLOSURES

- A. Provide temporary weathertight enclosure of exterior walls for successive areas of the building as work progresses, as necessary to provide acceptable working conditions, provide weather protection for interior materials, allow for effective temporary heating, and to prevent entry of unauthorized people.
 - 1. Provide temporary exterior doors with self-closing hardware and padlocks.
 - 2. Other enclosures shall be removable as necessary for work and for handling of materials.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Consult with Engineer, review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the work.

3.02 GENERAL

- A. Comply with applicable requirements specified in sections of Divisions 2 through 16.
- B. Relocate construction aids as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner and other Contractors employed at the site.

3.03 REMOVAL

- A. Completely remove temporary materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of the project.
- B. Clean and repair damage caused by installation or by use of temporary facilities.
 - 1. Remove foundations and underground installations for construction aids.
 - 2. Grade the areas of the site affected by temporary installations to required elevations and slopes and clean the area.
- C. Restore existing facilities used for temporary purposes to be specified, or to original, condition.

SECTION 13

MAINTENANCE AND PROTECTION OF TRAFFIC

PART 1 – GENERAL

1.02 SUMMARY

A. Description:

1. Provide for maintenance and protection of traffic as specified herein and in Section 159 of the NJDOT Standard Specifications.
2. Preparation of a traffic control plan.
3. Before beginning work on any phase of the project, furnish and install all construction signs, barricades, traffic guides, lights and other devices necessary to protect the public during construction.
4. Do not occupy with equipment, materials or personnel any roadway or sidewalk areas within or adjacent to the project that is open to traffic except as necessary during actual working hours.
5. Repair any damage to newly constructed or existing pavements as directed the Engineer at the Contractor's expense.
6. Uniformed Police Traffic Directors are not required for this project.

B. Related work:

1. Other sections of these Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. Section 6 "Construction Schedules"
3. Section 7 "Preconstruction Photographs"

1.03 REFERENCE STANDARDS

A. New Jersey Department of Transportation:

1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, and all amendments thereto (Standard Specifications).

B. U.S. Department of Transportation, Federal Highway Administration:

1. Manual on Uniform Traffic Control Devices, current edition. (MUTCD)

1.04 SUBMITTALS

- A. Comply with the provisions of Section 8 "Shop Drawings, Product Data and Samples".
- B. Traffic control plan:
 - 1. Within ten (10) days after Notice to Proceed and before work on the project begins submit to the *ENGINEER* a Traffic Control Plan for the maintenance and protection of traffic.
 - 2. Show type and location of barricades, lights, cones, barrels, signs and other devices.
- C. Copies of all notices as specified herein.
- D. Name, address, phone number and contact person supplying traffic control devices.

1.05 QUALITY ASSURANCE

- A. Traffic directors:
 - 1. Traffic directors shall be trained flaggers, in good physical condition including sight and hearing, mentally alert, and shall have courteous but firm manners, neat appearance and a sense of responsibility for the safety of the public. Traffic directors should wear fluorescent garments such as a shirt, jacket or vest. This garment shall be reflectorized for nighttime operations. When controlling traffic, traffic directors shall be equipped with STOP/SLOW paddles and shall follow the procedures stipulated for flaggers in the Manual on Uniform Traffic Control Devices.
 - 2. Where local ordinance requires, traffic directors shall be uniformed police officers. A uniformed police officer shall operate traffic signals when manual control of the signals is required.
- B. Qualifications of workmen:
 - 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the methods and materials to be used.
 - 3. In acceptance or rejection of the work of this section, the Engineer will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
 - 1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.06 PROJECT CONDITIONS

- A. Except as necessary during actual working hours, and then only with the specific authorization of the Engineer or jurisdictional authority, the Contractor shall not occupy with his equipment, materials or personnel any roadway or sidewalk area within or adjacent to the project that is open to traffic.

- B. No equipment or machinery having crawler tracks or other heavy treads that mar or damage pavements shall be permitted to move over or operate from newly constructed or existing pavements unless such equipment or machinery is moved on suitable pontoons or trailers or operated on heavy planking or other suitable platforms.
- C. The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements, create a traffic hazard or dust condition.
- D. The Contractor shall cease work in existing roads when snow is imminent. The Contractor shall however park his equipment in such a manner as not to hinder the removal of snow by other agencies. The Contractor shall make suitable provisions to mark the location of equipment and all other obstructions in the event of deep snow.
- E. The Contractor may be required to provide, in addition to flagmen, uniformed traffic officers to fulfill the expressed needs of the municipality or any governmental agency having jurisdiction and shall coordinate with the local police department to determine their requirements.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Materials may be new or used but must be suitable for the intended purpose and must not violate requirements of applicable codes and standards.
- B. All materials shall conform to Section 159 of the Standard Specifications, as amended
- C. All traffic control devices shall be NCHRP 350 compliant with the exception of portable, trailer mounted devices including area lighting supports, flashing arrow panels, temporary traffic signals, and variable message signs used in or adjacent to the travel way.

2.02 TEMPORARY CONSTRUCTION SIGNS

- A. Temporary construction signs shall conform to Part 6, Section B of the MUTCD and be Regulatory or Warning signs as appropriate.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 GENERAL

- A. Keep the portion of the project being used by public traffic, whether it be through or local traffic, in such condition that pedestrian and vehicular traffic will be adequately and safely accommodated, both temporarily and permanently.
- B. Traffic control devices are to be provided at work sites, closed roads, intersections, open excavations, locations of material storage, standing equipment and other obstructions, at points where usable traffic width of road is reduced, at points where traffic is diverted from its normal course or lanes, and other places of danger to vehicular or pedestrian traffic or to completed work.

- C. Establish, repair, replace and relocate signs, lights, warning and protective services as required.
- D. The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements, create a traffic hazard or dust condition. All streets under construction shall be swept clean and all debris removed at the end of each week.

3.02 EMERGENCY ACCESS

- A. All streets and building access points shall be maintained such that Emergency Vehicles and Personnel shall have complete 24-hour access.

3.03 PRIVATE DRIVEWAYS

- A. Notify owners of adjoining properties at least twenty-four (24) hours prior to beginning any work which will interfere with their passage.
- B. Provide means of access for pedestrian and vehicular traffic at all private driveways and occupied buildings affected by the work of this contract.
- C. During construction in the vicinity of driveways, access width at driveway entrance shall be plainly marked by lights and other devices as necessary.

3.04 DIVERSION OF TRAFFIC

- A. Any restriction or diversion of traffic at any time shall be subject to approval of the Local Police Department.
- B. Notify Municipal Police and Fire Departments at least twenty-four (24) hours prior to closing of any roadway to traffic.
- C. In accordance with N.J.S.A. 27:3A (P.L. 1983, c.84), the Contractor shall give seventy-two (72) hour notice (by the erection and maintenance of signs near the affected area) whenever a Municipal or County Road must be closed to vehicular traffic for a period of forty-eight (48) hours or more.
- D. In case of emergency, "every effort shall be made to notify the public as soon as possible of the closing."

3.05 APPLICATION

- A. Barricades:
 - 1. Comply with the requirements of Section 159 of the Standard Specifications.

3.06 UNIFORMED POLICE TRAFFIC DIRECTORS

- A. Uniformed police traffic directors shall be provided when and where called for by the jurisdictional authority.
- B. The Contractor may, with the permission of the respective police department, secure the services of uniformed police officers to direct traffic in those parts of the project under the jurisdiction of the respective municipality.
- C. These directors shall be responsible and trained in their duties to direct pedestrian and vehicular traffic, shall act in conformance with the police department and while serving as traffic directors on this project, shall not be required to perform any other duties.

- D. Flagmen who are normally hired to do other work on the project during the same work period shall not be considered as uniformed traffic directors.
- E. When controlling traffic, uniformed traffic directors shall follow the procedures stipulated for flagmen in the MUTCD.

3.07 TRAFFIC DIRECTORS, FLAGGERS

- A. When required, provide Traffic Directors and/or Flaggers complying with Subsection 159.03.08 of the Standard Specifications.

PART 4 - QUANTITY AND PAYMENT

4.01 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. Payment will be made at the lump sum price bid in then Proposal under the item "MAINTENANCE AND PROTECTION OF TRAFFIC" which price shall include temporary traffic control devices, measures, traffic directors, traffic control plan and all else specified or required to provide for maintenance of traffic.

SECTION 14

BARRIERS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Remove when no longer needed, or at completion of work.
- E. Related work:
 - 1. Other sections of the Specifications not referenced shall also apply to the extent required for proper performance of this work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with Federal, State, and local codes and regulations.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 BARRIERS

- A. Materials to Contractor's option, minimum fence height 6 feet.
- B. Open-mesh fence:
 - 1. No. 11 gauge, 2-inch mesh, 72-inch high-galvanized chain link fabric, with extension arms and three strands of galvanized barbed wire.
 - 2. Galvanized steel posts; 1½-inch line posts and 2-inch corner posts.

PART 3 - EXECUTION

3.01 GENERAL

- A. Install facilities of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.

3.02 BARRIERS

- A. Prior to the start of work at the project site, install enclosure fence with suitably locked entrance gates.
 - 1. Locate fence to enclose substantially the entire project site, or that portion the Contractor establishes as required to encompass the entire project construction operation.
 - 2. Locate vehicular entrance gates in suitable relation to construction facilities; and to avoid interference with traffic on public thoroughfares.
 - 3. Locate pedestrian entrance gates as required to provide controlled personnel entry, in suitable relation to construction parking facilities.
- B. Construct open-mesh fence in accordance with industry standards.

3.03 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed, and when approved by Engineer.
- B. Clean and repair damage caused by installation, fill and grade the areas of the site to required elevations and slopes, and clean the area.

PART 4 - PAYMENT

4.01 BARRIERS

- A. Separate payment will be made for this item. Include all costs for the Temporary Fencing and Gates as indicated under the specific proposal item.
- B. The cost for this item shall include all materials, equipment, labor, and tools necessary and shall include those items which are considered to be an integral part of this work, which may be specified elsewhere in these specifications.

SECTION 15
NOISE CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included:
 - 1. Requirements for controlling noise levels resulting from construction activities.
- B. Related work:
 - 1. Other sections of the Specifications not referenced shall also apply to the extent required for proper performance of this work.

1.02 SYSTEM DESCRIPTION

- A. The Contractor shall control the noise generated by his construction operations.

PART 2 - EXECUTION

3.01 PROJECT CONDITIONS

- A. Noise caused by construction activities shall not exceed the levels permitted by applicable federal, state or local regulations.
- B. All construction equipment powered by an internal combustion engine shall be equipped with a properly maintained muffler.
- C. Air compressors shall be operated in accordance with the manufacturer's instructions for proper noise abatement.
- D. Air-powered equipment shall be fitted with pneumatic exhaust silencers.
- E. Stationary equipment powered by an internal combustion engine shall not be operated within 100 feet of noise sensitive sites without temporary noise barriers placed between the equipment and the noise sensitive sites. Noise sensitive sites shall include residential buildings, motels, hotels, schools, churches, hospitals, nursing homes, libraries and public recreation areas. Temporary noise barrier shall be constructed of plywood or tongue and groove boards with a noise absorbent treatment on the interior surface (facing the equipment).
- F. Unless otherwise permitted, powered construction equipment shall not be operated before 7:00 A.M. or after 6:00 P.M. within 150 feet of a noise sensitive site. [NJAC 7:22-10.11(n)]
- G. No driving, pulling, or other operations entailing the use of vibratory hammers or compactors shall be permitted other than between the hours of 8:00 A.M. and 5:00 P.M. [NJAC 7:22-10.11(n)]
- H. The number of machines in operation at a given time shall be limited to the minimum practicable. [NJAC 7:22-10.11(n)]

SECTION 16

DUST PROTECTION AND CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Purpose:
 - 1. Protect the Owner's employees, equipment and property/improvements against dust generated by the Contractor's operations.
 - 2. Protect the Contractor's employees against dust generated by the Contractor.
- B. Related work:
 - 2. Other sections of the Specifications not referenced shall also apply to the extent required for proper performance of this work.

PART 2 - PRODUCTS

2.01 DEFINITIONS

- A. Dust Collection System: A dust control system using ventilation principles to capture the dust filled air stream as it is generated and carry it away from the source through ductwork to a collector or other acceptable discharge point.
- B. Wet Dust Suppression: Wet dust suppression techniques use water sprays to wet the material so that it generates less dust.
- C. Airborne Dust Capture: Airborne dust capture involves a water spray technique whereby airborne dust particles are sprayed with atomized water capturing the dust particles in water droplets.
- D. Housekeeping Dust Control: Housekeeping dust control includes dusting/cleaning/vacuuming of surfaces exposed to dust and installation of sheet plastic barriers to prevent the spread of dust beyond the immediate work area.

PART 3 – EXECUTION

3.01 EQUIPMENT / MATERIALS

- A. The Contractor shall submit to the Engineer a description of the system(s) to be employed and the equipment/materials to be used for dust control. The systems to be employed by the Contractor shall include a Dust Collection System, Wet Dust Suppression, Airborne Dust Capture and Housekeeping Dust Control.
- B. Respirators should be used in the work area in addition to the Dust Control Systems and Practices.

3.02 COMPLIANCE

- A. Comply with United States Department of Labor, OSHA, Silica/Crystalline Dust Control Handbook, Chapter 3.

- B. Comply with OSHA Standard for Respiratory Crystalline Silica Maximum Exposure Limits (29 CFR 455, 1910.1000).
- C. If the Engineer determines that the Contractor means and methods for Dust Control are inadequate, the Contractor shall cease all work generating dust until additional dust control systems/methods are implemented.
- D. Conduct final clean-up of work area surfaces and areas adjacent to the work area.

SECTION 17

TEMPORARY SOIL EROSION AND SEDIMENT CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included:

1. Provide temporary control measures for the life of the contract as shown on Plans, to control erosion and sedimentation through use of berms, dikes, dams, sediment basins, fiber mats, netting, gravel, mulches, grasses, and other erosion control devices or methods.
2. Control soil erosion to the maximum extent practicable commensurate with reasonable and economical construction practices.
3. The temporary control provisions contained herein shall be coordinated with the permanent erosion control features (grass, pavement and other restorations) specified elsewhere to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction period.
4. The erosion control measures shall be continued until the construction is complete and final restorations installed.
5. All erosion and sedimentation control measures shall be constructed and maintained in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey", prepared by the New Jersey State Soil Conservation Committee, 7th Edition, January 2014, Revised July 2017. [NJAC 7:22-10.11(c) 2]

B. Related work:

3. Other sections of the Specifications not referenced shall also apply to the extent required for proper performance of this work.

1.02 SUBMITTALS

A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.

B. Manufacturer's product data:

1. Complete materials list of all materials proposed to be furnished and installed under this section.

C. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

A. Qualifications of manufacturer:

1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.
- B. Other materials may be considered by the Engineer.

2.02 MATERIALS

- A. All materials and methods of construction shall be in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, 7th Edition, January 2014, Revised July 2017.
- B. Mulches may be hay, straw, fiber mates, netting, wood cellulose, corn or tobacco stalks, bark, corncobs, wood chips, or other suitable material and shall be reasonably clean and free of noxious weeds and deleterious materials.
- C. Grass shall be a quick growing species (such as rye grass, Italian rye grass, or cereal grasses) suitable to the area providing a temporary cover.
- D. Fertilizer and soil conditioners shall be a standard commercial grade.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the Engineer.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 PRECONSTRUCTION CONFERENCE

- A. At the preconstruction conference or prior to the start of the applicable construction, the Contractor shall submit his schedules for temporary and permanent erosion control work, as are applicable for excavation work, and any other elements of the project which may

contribute to ground erosion or siltation. No work shall be started until the erosion control measures are in place.

3.03 INSTALLATION

- A. Limit the surface area of erodible earth material exposed by excavation and grading and provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, water courses, or bodies of water. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion. Cut slopes shall be temporarily seeded and mulched as the excavation proceeds to the extent considered desirable and practicable.
- B. All erosion and sedimentation control measures shall be in place prior to any grading operations or construction of proposed facilities and shall be maintained until construction is complete and the construction area is stabilized. After restoration is complete, temporary control measures shall be removed and disposed of properly. [NJAC 7:22-10.11(c) 1].
- C. Disturbed areas that will be exposed more than 10 days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover except in areas where final restoration is expected to be completed within fourteen (14) days after the completion of construction, in which case no temporary protective measures will be required. If final restoration is expected to begin more than fourteen (14) days and completed more than thirty (30) days after the start of construction, seeding shall be required for temporary protection, except where seasonal conditions are not suitable for growing vegetation. In this case, mulch may be applied until conditions are suitable for establishing vegetative cover or until final restoration is implemented. [NJAC 7:22-10.11(c) 3]
- D. Temporary control measures will be used to correct conditions that develop during construction that are needed prior to installation or permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- E. Where erosion is likely to be a problem, excavation and grading operations shall be so scheduled and performed that permanent erosion control features can follow immediately; otherwise temporary erosion control measures may be required between successive construction stages.
- F. Limit the area of excavation and grading operations in progress commensurate with progress in keeping the final permanent pollution control measures current in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.
- G. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal or state or local agencies, the more restrictive laws, rules, or regulations shall apply.
- H. The Contractor will be responsible for maintaining all soil erosion and sediment control measures in an acceptable manner. All temporary measures shall be removed by the Contractor at the completion of project after permanent measures are in place and have been accepted.

SECTION 18

PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included:
 - 1. Provide temporary on-site information signs:
 - a. As required by codes, laws and regulatory agencies.
 - b. To direct traffic.
 - 2. Remove signs after the completion of construction.
 - 3. Allow no other signs to be displayed.
- B. Related work:
 - 4. Other sections of the Specifications not referenced shall also apply to the extent required for proper performance of this work.

1.02 DESIGN REQUIREMENTS

- A. Informational signs:
 - 1. Painted signs with painted lettering, or standard products.
 - 2. Size of signs and lettering: As required by regulatory agencies, or as appropriate to the usage.
 - 3. Colors: As required by regulatory agencies, otherwise of uniform colors throughout the project.

1.03 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Manufacturer's product data:
 - 1. Complete materials list of all materials proposed to be furnished and installed under this section.
 - 2. Other data required to demonstrate compliance with the specified requirements.
- C. Manufacturer's recommended installation procedures.

1.04 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
 - 1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.

- B. Qualifications of workmen:
1. Provide at least one person who shall be on-site all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the methods and materials to be used.
 3. In acceptance or rejection of the work of this section, the Engineer will make no allowance for lack of skill on the part of workmen.

1.05 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Proprietary Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and beintended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.
- B. Other materials may be considered by the Engineer.

2.02 SIGN MATERIALS

- A. Structure and framing: New wood in sound condition structurally adequate and suitable for specified finish.
- B. Sign surfaces:
1. Exterior softwood plywood in standard large sizes to minimize joints.
 2. Thickness: As required by standards to span across framing members, to provide even, smooth surface without waves or buckles; 3/4-inch minimum thickness.
- C. Rough hardware: Galvanized.
- D. Paint: Exterior quality, suitable for materials used.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the Engineer.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Install sign in accordance with all applicable laws and ordinances.
- B. Do not install signs on private property.
- C. If any possibility exists for obstruction to traffic line of sight, coordinate sign location and height with the agency responsible for highway or street safety in the area.
- D. Install informational signs at a height for optimum visibility, on ground-mounted poles or attached to temporary structural surfaces.
- E. Erect informational signs at appropriate locations to provide the required information.

3.03 MAINTENANCE

- A. Maintain sign and the supports in a neat, clean condition; repair damages to structure, framing or sign.

3.04 REMOVAL

- A. Remove sign, supports and foundations at completion of project.
- B. Restore all disturbed areas to original condition.

SECTION 19

MATERIALS AND EQUIPMENT

1.01 GENERAL

- A. Material and equipment incorporated into the work:
 - 1. Conform to applicable Specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer.
 - 3. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gauges to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, materials and equipment removed from the existing structure shall not be used in the completed work.
- B. For material and equipment specifically indicated or specified to be reused in the work:
 - 1. Use special care in removal, handling, storage and reinstallation to assure proper function in the completed work.
 - 2. Arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two (2) copies to the Engineer.

Maintain one (1) set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

- C. Perform work in accord with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements on Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.05 STORAGE AND PROTECTION

- A. Store products in accord with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior storage:
 - 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. Products list: Within thirty (30) days after contract date, submit to the Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.
- B. Contractor's options:
 - 1. For products specified only by reference standard, select any product meeting that standard.
 - 2. For products specified by naming several products or manufacturers, select any one (1) of the products or manufacturers named, which complies with the Specifications.
 - 3. For products specified by naming one (1) or more products or manufacturers and "or equal," Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.
- C. Substitutions: Submit requests for substitutions to the Engineer.

SECTION 20

STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Additional procedures also may be prescribed in other Sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Include within the Contractor quality assurance program such procedures as are required to assure full protection of work and materials.

1.03 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturer's recommendations on product handling, storage, and protection.

1.04 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged materials and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
 - 3. Leave all plugs and caps in place on equipment and machinery.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer, grade, quality, and other pertinent information.

1.05 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs at no additional cost to the Owner.
- B. Additional time required to secure replacement and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

SECTION 21

FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Section includes:
 - 1. Provide such field engineering services as are required for proper completion of the work including, but not necessarily limited to:
 - a. Construction Layout consisting of establishing and maintaining line, grade, and location for work to be performed under this contract.
 - b. Structural design of shores, forms, and similar items provided by the Contractor as part of his means and methods of construction.
- B. Related work:
 - 1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 2. Section 8 Shop Drawings, Product Data and Samples.
- C. Payment:
 - 1. Unless otherwise noted in the Proposal, no separate payment shall be made for this item.
 - 2. Include all costs for File Measurements in the prices bid for the various related items of work as designated in the Proposal.

1.02 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit copies of cut sheets.
- C. Submit certificate signed by registered surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with the plans.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. New Jersey Licensed Land Surveyor shall be employed by Contractor to perform, all Construction Layout.
- C. Professional Engineer shall be employed by the Contractor for the design of shoring, forms and similar items.

1.04 OWNER'S ENGINEER RESPONSIBILITIES

- A. Provide location and elevation of basic vertical control points for use by Contractor's Surveyor for performing Construction Layout.

- B. Provide basic horizontal control points for use by Contractor's Surveyor for performing Construction Layout.
- C. Existing basic horizontal and vertical control points for the project are those designated on drawings.

1.05 CONTRACTOR'S SURVEYOR RESPONSIBILITIES

- A. Construction layout:
 - 1. Establish lines and levels, locate and layout, by instrumentation and similar appropriate means, all work under this contract.
 - 2. All work shall be done using cut sheets unless otherwise authorized by the Engineer.
- B. Check all established lines and levels, locations and layout for all work under this contract both before and during construction.
- C. Cut Sheets:
 - 1. Prior to beginning excavation and grading operations, prepare cut sheets showing station, offset, proposed grade, existing grade, and cuts or fills required to attain required grade.
 - 2. Forward copies of all cut sheets prepared during the course of work to the Engineer at least forty-eight (48) hours prior to beginning excavation or grading operations.
- D. Locate and protect control points provided by Owner's Professionals prior to starting work and preserve all permanent control points during construction.
 - 1. Make no changes or relocations without prior written notice to Engineer for his approval.
 - 2. Report to the Engineer when any control point is lost or disturbed.
 - 3. Points lost, damaged, displaced or removed through fault of the Contractor, which are still required for completion of work, as determined by the Engineer, shall be replaced by the Owner's professional who established these points and charge the Contractor for actual cost of the work.

SECTION 22

CLEANING AND RESTORATIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Work Included:

1. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
3. At completion of work, restore or replace, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Engineer.
4. Final restoration shall be undertaken as soon as an area is no longer needed for construction, stockpiling or access. Excavated material unsuitable for backfill as set forth in N.J.A.C. 7:14-2.13 and considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by N.J.D.E.P. Excess excavated material which is not considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 shall be graded or removed in accordance with N.J.A.C. 7:22-10.11(l)3 and Section 31 23 00, Excavating, Filling and Grading. When access roads are no longer needed, road fill shall be removed and the access area shall be restored to pre-disturbance conditions. Care shall be taken to avoid damage to adjacent vegetation and to prevent the formation of depressions that would serve as mosquito pools. [N.J.A.C. 7:22-10.11(e) 1]

B. Related work:

1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. General requirements for cleaning and restorations.
3. In addition to standards described in the Section, comply with requirements for cleaning and restoration as described in other pertinent Sections of these Specifications.

C. References:

1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, and all amendments thereto (Standard Specifications).

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.01 REQUIREMENTS OF REGULATORY AGENCIES

- ###### A.
1. Dispose of all non-recyclable solid waste materials in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills, or in temporary landfill sites approved by OSWA.

- B. Dispose of all recyclable materials such as concrete, asphalt, wood waste, yard waste and similar materials at a recycling facility properly licensed to accept such waste materials.
- C. Waste materials include, but are not limited to, concrete, blacktop, trees, stumps, lumber and timbers, unacceptable backfill material including heavy clay soils, organic materials, silts and rock.

3.02 SAFETY REQUIREMENTS

- A. Hazards control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes, which create a hazardous condition.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

3.03 CLEANING DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from site periodically and legally dispose at location provided by Contractor.

3.04 DUST CONTROL

- A. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- B. Handle waste or surplus materials in a controlled manner with as few handlings as possible; do not drop or throw material from heights.
- C. The Contractor shall employ construction methods and means that will keep flying dust to the minimum. He shall provide for the laying of water on the Project, and on roads, streets and other areas immediately adjacent to the Project limits, wherever traffic, or buildings that are occupied or in use, are affected by such dust caused by his hauling or other operations. The Contractor shall control dust using water. The cost of carrying out the foregoing provisions shall be included in the prices bid for the various items in the Contract.
- D. The Contractor shall provide for prompt removal from existing roadways of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

- E. In order to control dust, as often as required during each working day, and particularly prior to the conclusion of each working day, areas under immediate construction (including access roads and other areas affected thereby) shall be swept and wet down with water sufficiently to lay dust. In addition, these areas shall be wet down during non-working hours (including weekends) as often as required to keep the dust under control. The use of calcium chloride or petroleum products or other chemicals for dust control is prohibited. [N.J.A.C. 7:22-10.11 (m)]

3.05 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- C. Prior to final acceptance the Contractor shall conduct an inspection of all work areas to verify that the entire work is clean.

3.06 RESTORATIONS

- A. General:
 - 1. All unpaved areas and paved areas disturbed or damaged during the work under this Contract shall be restored or replaced to a condition at least equal to that existing prior to beginning work, or as otherwise specified.
 - 2. The methods of conducting this work shall, as a minimum, conform to the Standard Specifications.
- B. All other restorations: Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the Engineer or the authorities having jurisdiction.

PART 4 - PAYMENT

4.01 CLEANING AND RESTORATIONS

- A. Payment will be made on a Lump Sum basis for the item SITE CLEAN UP AND RESTORATIONS in the Proposal. The cost for these items shall include removal and disposal of debris; removal of equipment; and shall include all other work to restore the site and all disturbed areas together with those items which are an integral part of this work which may be specified elsewhere in these specifications.

SECTION 23

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Comply with requirements stated in the Contract and in the specifications for administrative procedures in closing out the work.

Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.

1.02 COMPLETION

- A. When Contractor considers the work is complete and ready for acceptance by the Owner, he shall submit to the Engineer:
1. A written notice that the work or designated portion thereof is complete and ready for acceptance.
 2. Guarantees: in accordance with Section 24.
 3. Contractors Certificate (N.J.S.A. 34:11-56.33
 4. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the work is not complete:
1. The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
 2. Contractor shall remedy the deficiencies in the work and send a second written notice of completion to the Engineer.
 3. The Engineer will reinspect the work.
- D. When The Engineer concurs that the work is complete, he will:
1. Prepare a Certificate of Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Engineer.
 2. Submit the Certificate to The Owner and Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

1.03 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certification that:
1. Contract documents have been reviewed.
 2. Work has been inspected for compliance with Contract Documents.
 3. Work has been completed in accordance with Contract Documents.
 4. Work is completed and ready for final inspection.

- B. The Engineer will inspect to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the work is incomplete or defective:
 - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to Construction Manager that the work is complete.
 - 3. The Engineer will reinspect the work.
- D. When the Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 REINSPECTION FEES

- A. Should the Engineer perform re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor:
 - 1. The Owner will compensate Engineer for such additional services.
 - 2. The Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of payment and release of liens: to requirements of General and Supplementary Conditions.
- B. Certificate of Insurance for products and completed operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous change orders.
 - b. Allowances.
 - c. Deductions for uncorrected work.
 - d. Penalties and bonuses.
 - e. Deductions for liquidated damages.
 - f. Deductions for reinspection payments.
 - g. Other adjustments.

3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. The Engineer will prepare a final change order, reflecting approved adjustments to the Contract Sum that were not previously done by change orders.

1.07 PAYMENT

- A. Payment for contract closeout will be made for the Fixed Price stated in the Proposal under the item Contract Closeout Documentation, which shall include Contractor's notice that the work is complete and ready for acceptance; certification that equipment and systems have been tested, in the presence of the Owner's representative and are operational; As-builts and Project Record Documents; Warranties and Bonds; the Contractors Certification and all other required submittals.

SECTION 24

GUARANTEES

1.01 GENERAL

- A. Compile specified warranties and bonds.
- B. Co-execute submittals.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Engineer for his review and transmittal to the Owner.
- E. Related requirements in other parts of the Contract Documents:
 - 1. Bid or proposal bonds.
 - 2. Performance bond and maintenance bond.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble warranties and bonds executed by each of the respective manufacturers, suppliers and subcontractors.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Date of beginning of warranty or bond.
 - 4. Duration of warranty or bond.
 - 5. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 6. Name of principal responsible for the project, address and telephone number.

1.03 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size: 8½" by 11", punch sheets for 3-ring binder.
Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:

- a. Title of project.
- b. Name of contractor.

1.04 SUBMITTAL REQUIREMENTS

- A. Submit documents within ten (10) days after inspection and written acceptance by the Engineer.
- B. Submit warranties, service and maintenance contracts as specified in the respective sections of Specifications.

1.05 WARRANTY REPAIRS

- A. Contractor shall repair and/or replace as required all equipment which may be defective due to manufacturing errors or faulty installation, at his expense, during the maintenance period.
- B. The Contractor shall be responsible for all costs of the repair work including removal, shipping, reinstallation and start-up during the two (2) year maintenance period. The Owner shall not incur any additional costs as a result of warranted equipment failure.

SECTION 25

PROJECT RECORD DOCUMENTS

1.01 GENERAL

- A. Maintain for the owner one (1) record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the contract.
 - 5. Change Orders or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Field test records.
 - 8. As-built record drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- B. Make documents and samples available at all times for inspection by the Engineer.

1.03 RECORDING

- A. Label each document, "PROJECT RECORD" in neat large printed letters.
- B. Mark Contractor prints of working drawings to show the final horizontal and vertical locations of any revisions to the work. Record information concurrently with construction progress on a daily basis.
- C. Do not conceal any work until required information is recorded.
- D. Specifications and Addenda; legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.

1.04 SUBMITTAL

- A. Before Contract closeout, transfer all record documents to electronic media. All documents shall be in Portable Document File (pdf) format. Scan all record documents in their original size.
- B. At Contract closeout, deliver original marked-up record documents and four (4) copies of the record documents on electronic media to the Engineer.

SECTION 26

UNDERGROUND UTILITY LOCATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Included:

1. Retain an independent utility locator service company with a minimum of five (5) years experience to field locate, mark, and stakeout existing underground utilities and service connections prior to excavation using radio frequency detection (Radio detection RD4000), Fisher M-Scope, terrain resistivity/conductivity (Geonics EM31), ground penetrating radar or other appropriate means.
2. Determine the exact location of utilities by hand excavated test pits or through vacuum excavation methods as necessary. Support and protect all utilities to remain in place.
3. Contractor will be responsible for the location of all utilities within areas of excavation and all costs associated with the repair of utilities hit/damaged during construction.
4. Prepare record drawings of all existing and constructed underground utilities within the limits of construction.

B. Related work:

1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. Section 5 Project Record Documents

C. Payment:

1. Separate payment will be made for this item. Include all costs for UNDERGROUND UTILITY LOCATION as indicated under the specific proposal item.
2. The cost for this item shall include all materials, equipment, labor, and tools necessary and shall include those items that are considered to be an integral part of this work, which may be specified elsewhere in these specifications.

1.02 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit detailed experience and qualifications description of underground utility locator service. Experience and qualifications package should include a description of the types of utility locator equipment and experience that can be provided.
- C. At the conclusion of this project, provide three (3) sets of paper and one (1) copy of electronic plans documenting all utilities located and identified. All documentation shall be referenced to the existing datum (horizontal and vertical) previously established for the site.

1.03 QUALITY ASSURANCE

- A. The work of this Section shall be performed by firms regularly engaged in the location of underground utilities using the specified methods and with a history of successful locations acceptable to the Engineer.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.01 PREPARATION

- A. Before laying pipes or constructing any structures, the Contractor shall ascertain the location and grade of all subsurface structures, which may interfere with such construction.
- B. Prior to performing any excavation work, contact New Jersey One Call at 1-800-272-1000 for a utility mark-out.
- C. Provide Survey Grade GPS data for all existing and constructed utilities on the New Jersey State Plane NAD83 coordinate system and provide all elevations in NGVD 1988. The GPS data shall include all points and lines for the following items:
 - 1. Sanitary Sewer Points: Manholes, valves, clean-outs, pump stations, ejector stations, and piping including size.
 - 2. Water Distribution Points: Hydrants, valves, blow-offs, curb stops and piping including size.
 - 3. Storm Sewer: Inlets, manholes, headwalls and piping including size.
 - 4. Electrical: Junction boxes, pull boxes, conduit and connected electrical equipment.
 - 5. Gas: Valves, shut-offs and piping.
 - 6. Telephone: Manholes, pull boxes, etc.
- D. All the above information shall be submitted to the Engineer for review and approval prior to final acceptance of the work.
- E. The Contractor shall provide a digital copy of the as-built information in AutoCAD format. The Engineer will provide a copy of the Site Plan in digital format for the Contractor's use.

SECTION 27

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Demolition shall include the complete demolition or removal of buildings indicated on the plans to be demolished and shall include the removal of equipment, fixtures, foundation walls above ground (or below ground), concrete floors, porches, steps, concrete, masonry and timber structures, gasoline pumps, islands and tanks, and other miscellaneous structures appurtenant to the buildings, the termination of utility services, backfilling of voids, and other work as specified herein and shown on the plans.
2. Testing for the presence of any Asbestos Containing Material (ACM) and its removal and disposal, if and when directed.

B. Related Work:

1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 10: Temporary Utilities*
3. *Section 29: Asbestos Abatement*
4. *Section 32: Clearing Site*
5. *Section 33: Excavating, Filling and Grading*

1.02 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit results of asbestos testing for each structure to be demolished.
- C. Submit documentation that the requirements of N.J.A.C. 5:23-2.17(e) have been or shall be met for each structure prior to demolition.
- D. Permits and notices authorizing building demolition.
- E. Certificates of severance of utility services.
- F. Permit for transport and disposal of debris.
- G. Demolition procedures and operational sequence for review and acceptance by the Engineer.

1.03 QUALITY ASSURANCE

- A. Contractor Qualifications: Minimum of five (5) years experience in demolition of comparable structures.
- B. Requirements of Regulatory Agencies:
 1. Obtain demolition permits as required by the Uniform Construction Code, N.J.A.C. 5:23.

2. Notify local Health Department prior to beginning demolition operations.
 3. Coordinate with local Utility Companies for disconnection of services.
- C. Demolition of buildings shall conform to Subsection 201.03.07 of the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, English.
- D. Comply with the requirements of the Uniform Construction Code of the State of New Jersey.

1.03 JOB CONDITIONS

- A. Existing Conditions:
See the attached plans.
- B. Protection:
1. Erect barriers, fences, guard rails, enclosures, chutes, and shoring to protect personnel, structures, and utilities remaining intact.
- C. Maintaining Traffic:
1. Ensure minimum interference with roads, streets, driveways, sidewalks, and adjacent facilities.
 2. Do not close or obstruct streets, sidewalks, alleys or passageways without permission from authorities having jurisdiction.
 3. If required by governing authorities, provide alternate routes around closed or obstructed traffic ways.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Rodent Control: Conforming to Subsection 201.03.07.3 of the NJDOT Standard Specifications for Road and Bridge Construction, 2019, English, and all amendments thereto (Standard Specifications).

2.02 OTHER MATERIALS

- A. All other materials, not specifically described but required for complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval by the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Verify that structures to be demolished are unoccupied and discontinued in use.
- B. Do not commence work until conditions are acceptable to the Engineer.

3.02 PREPARATION

- A. Arrange for and verify termination of utility services to include removing meters and capping lines.
- B. Exterminate vermin and rodents in structures to be demolished in accordance with these Specifications.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities designated to remain.
 - 1. Provide protective measures as required to provide free and safe passage to and from occupied portions of buildings.
 - 2. Provide temporary barricades and other forms of protection as required for safety and security.
 - 3. Provide barriers and appropriate signs meeting requirements of the International Building Code, Section 3306 where necessary for the protection of pedestrians and to restrict pedestrians from wandering into construction areas.
 - 4. Protect adjacent buildings.
- D. Prior to commencing with abatement, the Contractor shall remove all furniture and equipment and dispose as required.
- E. Asbestos abatement.
 - 1. An inspection report shall be provided by the Owner indicating the presence of Asbestos Containing Material (ACM) in the various materials as required.
 - 2. Remove and dispose of Asbestos Containing Material (ACM) in accordance with N.J.A.C. 5:23-8, if and when directed.
 - 3. Before a structure can be demolished or removed, the Contractor shall document that the requirements of USEPA 40 CFR 61 Subpart M have been or shall be met. A permit to demolish or remove the structure shall not be issued until the Contractor notifies the enforcing agency that all friable asbestos or asbestos-containing material that will become friable during demolition or removal has been or will be properly abated prior to demolition. [N.J.A.C. 5:23-2.17(e)]

3.03 DEMOLITION - STRUCTURE

- A. Remove and dispose of Asbestos Containing Material (ACM) in accordance with N.J.A.C. 5:23-8, if and when directed.
- B. Sprinkle debris and use temporary enclosures as necessary to limit dust to lowest practical level.
- B. Do not use water to extent causing flooding, contaminated runoff, or icing.
- C. Begin demolition at top of building and proceed to lowest basement floor, not using explosives.
- D. Demolish structure above each floor level before damaging supporting members on lower levels.
- E. Break concrete and masonry into sections less than 3 ft. in any dimension.
- F. Lower structural framing members to ground by hoist or crane.
- G. Remove floors over basement construction and remove on-grade slabs.

- H. Remove interior walls to level of lowest basement slab.
- I. Break lowest basement slabs to less than 3 ft. in any dimension.
- J. Remove below grade wood and metal from building demolition area.
- K. Place fill in lifts not exceeding 12 in. and compact to density not less than adjacent soil.
- L. Grade surface to adjacent contours and slope to drain.
- M. Repair damage to adjacent structures.
- N. Parge walls of adjacent structures exposed by demolition work.

3.04 DISPOSAL

- A. Remove demolition debris as soon as practical.
- B. Do not store or burn materials on site.
- C. Transport demolition debris to approved off-site disposal area.

3.05 SALVAGE SCHEDULE

NOT APPLICABLE

PART 4 - PAYMENT

4.01 STRUCTURE DEMOLITION

- A. Separate payment will be made for this item. Include all costs for STRUCTURE DEMOLITION under the specific Proposal item.
- B. The cost for this item shall include obtaining all permits, coordination with utility companies, demolition of structure(s), backfill of voids, providing all materials, equipment, labor, and tools necessary including those items which are an integral part of this work, and which may be specified elsewhere in these specifications.

4.02 REMOVAL OF ASBESTOS CONTAINING MATERIAL

- A. Quantity: No separate measurement will be made for this item.
- B. Payment: Payment will be made for the item ASBESTOS ABATEMENT on a lump sum basis and in addition to the amounts bid for the other items listed in the proposal, which price shall be the incremental up-charge to handle and dispose of asbestos containing material (ACM) complete as specified, if and when directed by the Engineer. The amount bid for this item will not be paid unless there is asbestos in the existing materials as shown by actual testing paid for elsewhere

4.03 REMOVAL OF FURNITURE, EQUIPMENT, AND BUILDING MATERIALS

- A. No separate measurement will be made for the work of this item.

- B. Payment will be made for the lump sum price bid in the Proposal for the item FURNITURE, EQUIPMENT, AND BUILDING MATERIAL REMOVAL, which price shall include all materials, equipment, labor, and tools necessary and shall include those items, which are an integral part of this work that may be specified elsewhere in these Specifications.

SECTION 28

REMOVAL OF ACID PRODUCING SOIL

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Treatment and/or disposal of acid producing soils, **if encountered**, during excavation.

B. Related work:

1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 17: Temporary Soil Erosion and Sediment Controls*
3. *Section 22: Cleaning and Restorations*
4. *Section 33: Excavating, Filling and Grading*
5. *Section 35: Seeding*

1.02 DEFINITIONS

- A. Acid producing soils: Acid producing soils are those, which are identified through testing, as containing sulfidic or sulfuric materials.

1.03 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit delivery tickets and manufacturer's chemical analysis of lime.
- C. Submit certification that disposal site has been approved by NJDEP.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lime: Conforming to Subsection 917.04 of the NJDOT Standard Specifications for Road and Bridge Construction, 2019, English, and all amendments thereto (Standard Specifications).

2.02 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of by the Engineer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to the work of this section, carefully inspect the work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer's recommendations as approved by the Engineer.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. The Contractor shall employ and pay for an independent testing laboratory to perform pH and sulfate tests of excavated material to determine the presence of acid producing soil, when required.
- B. The testing laboratory shall be certified by the State of New Jersey to perform the pH and sulfate tests for acid producing soil.

3.03 EXECUTION

- A. The material shall be disposed of at an approved site. Any soil of this type disposed of shall be covered with a minimum of two feet of cover to prevent rapid oxidation and subsequent acid formation. [NJAC 7:22-10.11(j)2]
- B. In both vegetated and paved areas, when acid-producing deposits are encountered, as determined by the soil specialist, excavated trench material shall be returned to the trench in order of removal, that is, lower material first, followed by upper material. In addition, the top one of two inches of soil on which the deeper soil was stockpiled shall be scraped and placed below a depth of two feet. For pipeline construction, the quantity of material to be displaced by bedding and pipe, as well as soil scraped from the stockpile area, shall be subtracted from the deeper, excavated material and this quantity of deeper material removed to an approved disposal site and covered as described above. After backfilling the deeper soil, one tone of limestone per 2,000 square feet shall be spread over the deeper soil in the trench. This liming requirement is applicable in areas of well drained, non-saturated soils, as determined by the soil's specialist. In vegetated areas, the top two feet of soil, stockpiled for this purpose, shall then be replaced. If the top two feet of soil was also contaminated, clean backfill material like the native topsoil shall be used in place of the contaminated material. [NJAC 7:22-10.11(j)3]
- C. The excavated acid-producing deposits shall not be exposed for a period longer than eight hours. When acid-producing deposits are encountered, the trench opened in any construction day shall be backfilled and the areas cleaned up by the close of the day. Where this is impracticable, such as in the construction of pumping stations and treatment plants, exposed acid-producing deposits shall be covered with limestone screenings at a rate of 100 tons per acre and then covered with six inches of compacted soil within one week of exposure or before the exposed soil drops to pH 3, whichever occurs first. The pH shall be monitored daily under this procedure. [NJAC 7:22-10.11(j)4]
- D. Temporary restoration of vegetated areas shall consist of mulching and shall be put in place at the end of each day's construction. Permanent restoration of the area shall begin as soon as construction is complete and after the results of incubation tests, where necessary, are available. [NJAC 7:22-10.11(j)5]
- E. Prior to restoring vegetated areas, the soil specialist shall perform pH tests on the in-situ soil after the construction is completed. If the pH is below 4, intensive liming shall be required in order to make the soil suitable for plant survival. [NJAC 7:22-10.11(j)6]

- F. Lime requirement tests shall be performed by the soil specialist to determine the lime application rates. This will require an incubation test in which the sample is oxidized for a period of six weeks, as follows. The sample shall be air dried and ground so that the whole samples passes a 0.5 millimeter sieve. The lime requirement to reach pH 6.5 shall be determined initially, and again at two week intervals for six weeks, using standard soil testing techniques. The total lime requirement determined by this method can be extrapolated to the area under construction. [NJAC 7:22-10.11(j)7]
- G. A minimum of 30 tons of limestone per acre or the amount of lime required according to the incubation test result shall be applied prior to seeding and planting where the pH is less than 4. Where the pH is greater than 4, liming and fertilizing requirements set out in the planting and environmental specifications shall apply. [NJAC 7:22-10.11(j)8]
- H. The spreading and mixing of the subsoil and any topsoil contaminated with acid-producing deposits around the site and beyond the site is prohibited. Areas used for stockpiling acid-producing deposits shall be minimized. Equipment used for excavation and backfilling shall be cleaned, to the extent practicable, at the end of each day's operation and the soil removed shall be placed in the trench below a depth of two feet. No construction shall take place during significant rainstorms or while the area is saturated to avoid smearing or spreading of the acid-producing deposits over the area. [NJAC 7:22-10.11(j)9]

3.04 DISPOSAL

- A. Acid producing soils shall not be exposed for a period longer than eight (8) hours. [NJAC 7:22-10.11(j)4]
- B. Acid producing soils, suitable for backfill, shall be returned to the trench to a depth of two feet (2') below finish grade and limed at the rate of 1 lb. of lime per square foot. This liming requirement is applicable in areas of well drained, non-saturated soils, as determined by the soils specialist. In vegetated areas, the top two feet (2') of soil, stockpiled for this purpose, shall be replaced. If the top two feet of soil was also contaminated, clean backfill material similar to the native topsoil shall be used in place of the contaminated material. [NJAC 7:22-10.11(j)3]
- C. Acid producing soils unsuitable for backfill and excess acid producing soils shall be disposed of off-site.
 - 1. Disposal site shall be approved by NJDEP. [NJAC 7:22-10.11(j)2]
 - 2. Any acid producing soil disposed of shall be covered with a minimum of two feet (2') of cover to prevent rapid oxidation and subsequent acid formation. [NJAC 7:22-10.11(j)2].

3.05 FIELD QUALITY CONTROL

- A. Do not expose acid producing soils for a period longer than eight (8) hours. [NJAC 7:22-10.11(j)4]
- B. Do not excavate more trench than can be backfilled and temporarily restored in one day.
 - 1. Cover acid producing soils exposed for longer than eight (8) hours with limestone screenings, size 2 RC at a rate of 100 tons/acre and twelve inches (12") of compacted non-acid producing soil before pH drops to 3.0. The pH must be monitored under this procedure. [NJAC 7:22-10.11(j)4]
- C. Do not mix or spread subsoil or contaminated soil around the site or beyond the site. [NJAC 7:22-10.11(j)9]
- D. Minimize stockpile areas. [NJAC 7:22-10.11(j)9]
- E. Use appropriate erosion and sediment control measures to prevent contamination of the waterway and surrounding area.
- F. Clean equipment, to the extent practical, at end of each day and dispose of any material as herein specified. [NJAC 7:22-10.11(j)9]

G. Do not perform work during significant rainstorms. [NJAC 7:22-10.11(j)9]

3.06 RESTORATIONS

A. Temporary restorations of vegetated areas shall consist of mulching and shall be put in place at the end of each day's construction. Permanent restoration of the area shall begin as soon as construction is complete and after the results of incubation tests, where necessary, are available. [NJAC 7:22-10.11(j)5]

B. Mulching shall be as specified in *Section 35: Seeding*

C. Final restorations shall conform to *Section 22*.

1. After construction is completed, the soils specialist shall perform pH tests on the in situ soil. [NJAC 7:22-10.11(j)6].

2. A pH below 4.0 indicates that acid producing soils have been mixed with the non-contaminated soils used in the final lifts of backfill. If the pH is below 4, intensive liming shall be required in order to make the soil suitable for plant survival. [NJAC 7:22-10.11(j)6]

3. Contractor shall be responsible for all costs associated with liming the area to attain a pH of 6.5 as required by the soils specialist.

a. The lime application rates will be determined by the soils specialist and will require an incubation test in which the sample is oxidized for a period of six weeks, as follows. The sample must be air dried and ground so that the whole sample passes a 0.5-millimeter sieve. The lime requirement to reach pH 6.5 shall be determined initially, and again at two-week intervals for six weeks, using standard soil testing techniques. The total lime requirement determined by this method can be extrapolated to the area under construction. [NJAC 7:22-10.11(j)7]

b. A minimum of 30 tons of limestone per acre or the amount of lime required according to the incubation test result shall be applied prior to seeding and planting where the pH is less than 4. Where the pH is greater than 4, liming and fertilizing requirements set out in the planting and environmental specifications shall apply. [NJAC 7:22-10.11(j)8]

PART 4 - PAYMENT

4.01 PAYMENT

A. Quantity and Payment: No separate payment shall be made for this item. Include all costs for DISPOSAL OF ACID PRODUCING SOIL in the prices bid for the various related items of work as designated in the Proposal.

B. Trench excavating, backfilling and grading shall be paid for as indicated elsewhere.

SECTION 29

ASBESTOS ABATEMENT AND RELATED WORK

- 1.0 General Requirements
- 2.0 Scope of Work
- 3.0 Pre-abatement Documentation
- 4.0 Notifications
- 5.0 Pre-Abatement State Requirements
- 6.0 Documentation Required at Work Site
- 7.0 Project Review and Inspection
- 8.0 Protective Clothing and Equipment
- 9.0 Respiratory Protection
- 10.0 Construction Aids
- 11.0 Negative Pressure System
- 12.0 Protection of Workers and Site Visitors
- 13.0 Emergency Precaution
- 14.0 Temporary Services
- 15.0 Decontamination
- 16.0 Work Area Preparation
- 17.0 Wet Removal of Asbestos-Containing and Asbestos-Contaminated Materials
- 18.0 Cleanup Procedures
- 19.0 Disposal of Asbestos-Containing Waste
- 20.0 Quality Assurance Air Monitoring
- 21.0 Quality Assurance Inspections
- 22.0 Completion of Abatement Work
- 23.0 Contractor's Final Report Removal Summaries Floor Plans

1.0 **GENERAL REQUIREMENTS**

- 1.1 The specification contained herein forms but a part of all sections and of the entire project specification. The Contractor shall become thoroughly familiar with all requirements and is **bound** by all terms and conditions contained in this specification.
- 1.2 This section specifies the requirements for asbestos-containing materials removal from the **New Jersey Avenue School** located in Atlantic City, New Jersey. Failure to execute the work in an effective manner can greatly increase the health hazard to building occupants, citizens of the community, and the Contractor's staff. In fact, it is generally accepted that an improper removal job can create a worse hazard than taking no action at all. As such, the Contractor **shall meet** all pre-qualifications prior to being allowed to bid on this project and all pre-contract requirements prior to contract award. In addition, the Contractor shall be able to exhibit the complete satisfaction of all previous Building Owners on projects completed by the Contractor in the past three (3) years.
- 1.3 The Contractor shall, before submitting his/her proposal, be held responsible for having examined the premises so as to satisfy himself/herself as to the existing conditions of the premises and limitations under which the work shall have to be executed. No allowances shall subsequently be made on behalf of the Contractor by reason of any error or neglect on his/her part for having failed to follow the instruction here given.
- 1.4 Any plans, reports, written instructions, or verbal instructions are for reference purposes only. The Contractor shall verify for himself/herself the total extent of the project. It is the Contractor's responsibility to review the written specification in conjunction with the Contract Drawing. No subsequent extras or compensation shall be provided due to failure of the Contractor to evaluate the total extent of the project or for errors or omissions in this specification.
- 1.5 When submitting the proposal, the Contractor shall give written notice to the Owner of any item in violation of laws, ordinances, rules or the regulations of all authorities having jurisdiction, and notice of any necessary items omitted. If no such notice is received, it shall be assumed that the Contractor has

included cost of all items in his/her proposal and shall be responsible for satisfactory operation and approval of the work without extra compensation.

- 1.6** Should the Contractor find any discrepancies in, or omissions from any of the documents, or be in any doubt as to their meaning, he/she shall notify the Project Managers who shall issue all necessary clarifications by means of written correspondence or revised drawings. The Project Managers shall not be responsible for any oral instructions.
- 1.7** It is a procedural requirement that the Contractor maintain and require prime subcontractors to maintain complete current information on jurisdictional matters, regulation actions and pending actions as applicable to the work. Discuss new developments at appropriate project meetings at the earliest feasible dates, and record information of relevance along with the action agreed upon. The manner in which contract documents have been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work and employ tradesmen and laborers in a manner which shall not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims, and losses in the performance of work.
- 1.8** The work of this contract can be summarized by references to the contract. General conditions, supplementary conditions, specification sections, addenda, and modifications to the contract documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the contract is also unavoidably affected or influenced by governing regulations, natural phenomena including weather conditions and other forces outside the contract documents.

2.1 SCOPE OF WORK – New Jersey Avenue School

2.1

Asbestos work procedures performed at the New Jersey Avenue School shall commence at a time to be determined by the Owner (District).

The Contractor Shall:

- a.** Prior to commencement of any work, make an inspection of the work areas and issue in writing a report of the existence of any damages to the "Project Managers" upon the date of the contract origin. The Contractor shall be responsible for all damages not identified in his/her initial report.
- b.** Prior to any work, disable the ventilating systems or any other system bringing air into or out of the work area by lockable switch, or other positive means that shall prevent accidental premature restarting of equipment. The piping must be drained, marked and shut down with proper lock out procedures prior to the cut and wrap procedures.
- c.** As part of the abatement work, remove and dispose of asbestos-containing materials from the following areas:

Locations	Approx. Amount / Asbestos Type	Type of removal
Building # 2 (second floor)	12"X12" Floor tile under wood 36.6% Chrysotile Asbestos 1,500SF	Non-Friable
Building # 2 (second floor)	Floor tile mastic under wood 1.2% Chrysotile Asbestos 1,500SF	Non-Friable
Building # 3 (first floor)	9"X9" Gray Floor tile 4% Chrysotile Asbestos 1,000SF	Non-Friable
Building # 3 (first floor)	9"X9" Tan Floor tile 2% Chrysotile Asbestos 1,000SF	Non-Friable
Building # 7 (first floor)	12"X12" White tile 40.1% Chrysotile Asbestos 5,000SF	Non-Friable
Building # 7 (first floor)	Floor tile mastic 1.4% Chrysotile Asbestos 5,000SF	Non-Friable
CONTRACTOR SHALL FIELD VERIFY QUANTITIES OF ALL MATERIALS.		

ALL ASBESTOS REMOVAL SHALL BE PERFORMED AS PART OF THE OVERALL DEMOLITION CONTRACT. THE ASBESTOS CONTRACTOR MUST BE SUBCONTRACTOR TO THE DEMOLITION CONTRACTOR.

ASBESTOS REMOVAL – Floor Tile

Asbestos floor tile may be removed via non-friable methods using heat machines. If the contractor wishes, the tile may be removed via friable methods following the work area preparation defined for the boiler room abatement.

All barriers and negative air will be maintained until satisfactory final air sampling is achieved.

All areas shall have drop-cloths placed underneath the removal locations. Exact locations shall be confirmed on-site.

- 2.2** Keep public areas such as hallways, stairs, lobbies, and toilet rooms free from accumulation of waste material, rubbish, or construction debris.
- 2.3** Except for toilet rooms designated by the Building Owner for use by the Contractor's personnel, use of existing toilets within the building by the Contractor and his/her personnel shall not be permitted.
- 2.4** During the entire duration of the project, maintain two (2) fire exits from the work area. An emergency critical barrier shall be erected at the stairwell and shall be clearly marked and demarcated. The barrier shall be easily removed in the event of an emergency.
- 2.5** Furnish all labor, supervision, materials, services, insurance, equipment, and tools necessary for the complete and proper execution of all work of this section.
- 2.6** All asbestos removal and decontamination shall be performed in accordance with the guidelines and regulations of the responsible state agencies: New Jersey Department of Labor (DOL), Occupational Safety and Health Administration (OSHA), New Jersey Department of Health (DOH), New Jersey Department of Community Affairs (DCA) and the New Jersey Department of Environmental Protection (DEP).
- 2.7** Applicable standards listed in these specifications include but are not limited to standards promulgated by the following agencies and organizations. In all cases, this specification shall take precedence where it meets or exceeds any Federal, State, or Local regulations.

- 1. A.N.S.I. American National Standards Institute 1430 Broadway
New York, New York 10018
- 2. A.S.T.M. American Society for Testing & Materials
100 Barr Harbor Drive
West Conshohocken, Pennsylvania 428
- 3. I.B.C International Building Code, NJ Addition
- 4. E.P.A. Environmental Protection Agency Region 3
841 Chestnut Street
Philadelphia, PA 19107
- 5. N.B.S. National Bureau of Standards Quince
Orchard Boulevard
Gaithersburg, Maryland 20878
- 6. N.I.O.S.H. National Institute for Occupational
Region 2, 26 Federal Plaza
New York, New York 10007
- 7. O.S.H.A Occupational Safety and Health Administration
New York Regional Office
1515 Broadway (Astor Plaza) Room 3445
New York, New York 10036

- | | | |
|-----|--------|---|
| 8. | U.L. | Underwriters Laboratories
333 Pfingsten Road
Northbrook, Illinois 60062 |
| 9. | D.C.A. | Department of Community Affairs
101 South Broad Street
Trenton, New Jersey 08625 |
| 10. | D.O.H. | New Jersey Department of Health
Asbestos Control Project
CN 360
Trenton, New Jersey 08625-0360 |

- 2.8** Assume full responsibility and liability for the compliance with all applicable Federal, State, and Local regulations pertaining to work practices, hauling, disposal. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and Local regulations. The Contractor shall hold the Owner and the Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself/herself, his/her employees, or his/her subcontractors.
- 2.9** Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (as if copied directly into the contract documents, or as if published copies are bound herewith).
- 2.10** Strictly adhere to all precautions necessary for the safety and health of the work person in accordance with provisions of OSHA Standards, 26 Code of Federal Registers C.F.R., Part 1926.1101 Constructions Standards, and Section 1910.1001, Industry Standards.
- 2.11** Limit use of the premises to the work indicated.
- 2.12** Keep existing driveways and entrances serving the premises clear and available to the Owner and employees at all times. Do not use these for parking or storage of materials.
- 2.13** Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to approved (by the Building Owner/Owner's Representative) areas.
- 2.14** Lock automotive-type vehicles, such as passenger cars, trucks, and other mechanized or motorized construction equipment, when parked and unattended so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
- 2.15** Maintain the existing building in a safe and weather-tight condition throughout the construction period. Repair all damage caused by abatement/demolition operations. Take all necessary precautions to protect the building.
- 2.16** Properly contain, transport, and dispose of all contaminated wastes and materials at a site approved for asbestos disposal. The dumpster may be stored on-site as per the Building Owner/Owner's Representative. The dumpster shall be completely enclosed and locked.
- 2.17** Affidavit of insurance in force to include complete operative and products liability for asbestos removal. The amount of coverage shall be \$1,000,000.00.
- 2.18** Furnish, install, and maintain for the duration of the project all precautions necessary for the safety, health, and welfare of the work person and building occupants.
- 2.19** Furnish, install, and maintain for the duration of the project all methods and systems necessary to prevent the escape of airborne asbestos fibers to adjacent areas of the building.
- 2.20** Clean, dismantle, remove, and replace all items and equipment which should be moved prior to asbestos cleanup.

- 2.21 Dismount all fire, electrical, and mechanical fixtures and appurtenances required for proper execution of this contract. A licensed electrician is required and shall be trained in the use of a respirator and handling asbestos materials.
- 2.22 Complete all aspects of the removal as rapidly as progress of the work shall permit. All work shall be completed by a time to be determined. There shall be no exceptions **"TIME IS OF THE ESSENCE."**
- 2.23 In the event of the failure of the Contractor to complete the said work within the time stated, the Contractor shall be liable to the Owner for the sum of one thousand dollars (\$1,000.00) per day, for each and every day that the said work shall be and remain incomplete, which said sum shall be treated as liquidated damages, and not a penalty, for the loss to the Owner of the use of premises, in a completed state of construction, alteration, or repair as the case may be, and for added administrative and inspection costs to the Owner on account of the delay; provided however, that the said liquidated damages provided for herein shall be in addition to other consequential losses or damages that the Owner may incur by reason of such delay, such as, but not limited to, added costs of the project, if any. The Owner may deduct any sums for which the Contractor is liable from any monies due to the Contractor.
- 2.24 If the said Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in (Paragraph 2.23) above, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. Provided that if the Contractor is delayed in completion of the work by an act, omission or neglect of the owner, Architect/Engineer or of any other Contractor employed by the Owner, or by any other cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, changes ordered in the work, strikes, fires, floods, lockouts, unusual delays by common carriers, quarantine restrictions, , severe weather or any other cause which the Owner shall decide justifies the delay, then the Contractor shall not be charged with liquidated damages for the period of time limitations stated in the contract documents for each and every day of such delay so caused in the completion of the work, the same to be reasonably ascertained solely by the Owner.
- 2.25 No such extensions of time shall be made for any delays unless within five (5) days after the beginning of such delays a written request for additional time shall be filed with the Owner. In case of a continuing cause of delay, only one (1) request is necessary.

3.0 PRE-ABATEMENT DOCUMENTATION

- 3.1 Required pre-abatement documentation shall include **all** of the following:
 - a. Furnish documentation that the firm and its employees are familiar with the following regulations of the United States Department of Labor (D.O.L.), Occupational Safety and Health Administration (OSHA) and the United States Environmental Protection Agency (E.P.A.) relating to the application, removal, disposal and treatment of asbestos:
 1. United States Environmental Protection Agency Regulations for Asbestos (C.F.R., Title 40, Part 61, Subparts A and M. National Emissions Standards for Hazardous Air Pollutants (N.E.S.H.A.P.S.).
 2. United States Department of Labor (D.O.L.), Occupational Safety and Health Administration (OSHA) Asbestos Regulations (C.F.R., Title 29, Part Section 1910 and 1926).
 3. American National Standard Practices for Respiratory Protection (A.N.S.I.) Z88.2-1980.
 4. Any other applicable Federal, State, County or Local rules or regulations.

- b.** Furnish proof that employees have had instruction on the dangers of asbestos, respirator used, proper fit and testing of approved respirators and decontamination. This shall be in the form of certificates or letters from the firm, agency or association which conducted the training course and a syllabus of the session. The training courses are to include instruction in the following: applicable regulations, work area isolation, worker protection, the selection, use and maintenance of respirators, proper asbestos abatement techniques for proper decontamination procedures, proper personal decontamination, emergency procedures, etc.
- c.** Documentation (New Jersey Department of Labor (D.C.L.) issued Asbestos Work Permits) that all workers on the job (supervisors and asbestos workers) have completed a training program for asbestos removal endorsed or conducted by the D.C.A.
- d.** Furnish proof that all workers on the job (supervisors and asbestos workers) have been given medical examinations within the past year as required by OSHA regulations, 29 C.F.R. 1926.1101. As a minimum, the examination should include a chest X-ray interpreted by a B-reader, a medical history with specific reference to respiratory disease and pulmonary function tests.
- e.** One copy each of the regulations cited in **Section 3.1a** shall be available in the Contractor's business office and one copy of each shall be maintained in view at the job site.
- f.** A detailed work schedule including project phasing, progress charts, scheduled dates for each function or phase, and completion dates for each phase. A Critical Path Method (C.P.M.) or detailed progress charts (GANT Charts) are acceptable formats. These also include contingency plans for putting the project back on schedule if problems occur.
- g.** A description of the plans for construction of the decontamination enclosure system and for isolation of the work areas in compliance with the specification and applicable regulations.

- h. A detailed description of the proposed work including, but not limited to:
 1. A plan for the preparation of the work site.
 2. Description of the protective clothing and approved respirators to be used.
 3. Delineation of the responsibility of work site isolation.
- i. **The contractor shall provide a submittal list of all products to be utilized on this project prior to work including MSDS sheets. An additional list and MSDS sheets shall also be on site during the project.**

4.0 NOTIFICATIONS

4.1 The Contractor shall notify the following agencies in writing prior to the start of an asbestos removal project. The written notice shall include the following: a copy of the completed application for a construction permit for asbestos abatement, a copy of the permit if the administrative authority is a municipal enforcing agency and not the department.

- a. United States Environmental Protection Agency
Air and Hazardous Materials Division
26 Federal Plaza
New York, New York 10007
(212) 264-7307 Ten (10) Days
Notification
- b. New Jersey Department of Health
Asbestos Control Project
CN 360
Trenton, New Jersey 08625-0360 Ten (10) Days
Notification

4.2 This notification shall include the following information:

- a. Name and address of Contractor.
- b. Address and description of the building, including size, age, and prior use of the building or area, the amount of friable asbestos material present (square feet). Designated room numbers or other location information unless entire building is involved.
- c. Scheduled starting and completion dates for removal.
- d. Procedures and equipment (including ventilation systems) that shall be employed to comply with the C.F.R., Title 40, Part 61 of the United States Environmental Protection Agency.
- e. The name and address of the carting company and of the waste disposal site where the asbestos waste shall be deposited.
- f. The name and address of the testing laboratory who shall perform air monitoring on behalf of the Owner, and the name and address of the testing laboratory who shall perform OSHA compliance air monitoring on behalf of the Contractor.

4.3 The Contractor shall notify the following agency in writing prior to the **removal** of asbestos from the job site and the **disposal** of asbestos waste. All asbestos waste materials destined for disposal shall be in accordance with 40 C.F.R. 61.20 -25 before it can be legally transported and disposed of.

- New Jersey Department of Environmental Protection
Division of Hazardous Waste Management Ten (10) Days
Notification

Twin River Professional Building
East Windsor, New Jersey 08520

4.4 The notification shall include the following:

- a. Name, address, and telephone number of the removal project.
- b. Quantity in cubic yards and nature of the waste to be disposed (I.D. #27 for Asbestos).
- c. Name, address, and New Jersey Department of Environmental Protection registration number of the collector-handler.
- d. Name and address of the landfill at which disposal shall occur.
- e. Date and time of disposal.
- f. A copy of any written notification required by 40 C.F.R. 61.22 to 61.25.

5.0 PRE-ABATEMENT STATE REQUIREMENTS

5.1 It is unlawful to undertake a large asbestos hazard abatement job unless the **Contractor** first files an application in writing with the Administrative Authority having jurisdiction and obtains the required permit. This permit shall serve as notice for public record in the office of the administrative authority having jurisdiction. All work shall be monitored and controlled by the Asbestos Safety Control Monitor, who shall advise the administrative authority having jurisdiction of its findings (N.J.A.C. 5:23-8).

5.2 The application for a construction permit for asbestos abatement projects shall include the following [N.J.A.C. 5:23-8].

- a. The name, address and license number of the asbestos Contractor pursuant to N.J.A.C. 12:120 Asbestos Licenses and Permits under the jurisdiction of the New Jersey Department of Labor.
- b. The asbestos hazard assessment prepared by the New Jersey Department of Health, County or local Health Department, or a private business entity, authorized by the New Jersey Department of Health unless the requirement for an assessment has been waived by any of the above.
- c. The name and address of the private air monitoring firm hired by the Building Owner, who shall act as the quality assurance air monitoring firm.
- d. The name and address of the analytical testing laboratory approved by the New Jersey Department of Health.
- e. Documentation that all buildings, except as approved by the New Jersey Departments of Health, Education or Community Affairs, as appropriate, will be unoccupied at the time an asbestos abatement job takes place. A building may be occupied only if the work area can be properly separated and sealed off from the occupied portion of the building.
- f. The scheduled starting and completion dates for the asbestos abatement project.
- g. Plans and specifications (not less than four (4) sets) indicating the scope of the proposed work and the provisions proposed to contain the asbestos-containing material during abatement work showing, but not limited to, separation barriers, primary seal/critical barriers, route of travel of removing asbestos waste from the work site, a copy of the site plan and a floor plan indicating exits.
- h. The name and address of the New Jersey Department of Environmental Protection registered waste hauler, including the New Jersey Department of Environmental Protection Number and the New Jersey Department of Environmental Protection registered landfill, where the asbestos waste shall be deposited.

6.0 DOCUMENTATION REQUIRED AT WORK SITE

6.1 Additional documentation to be available at the job site shall include:

- a. A sign in black letters greater than four inches (4") in height stating the following:

"LICENSED BY THE STATE OF NEW JERSEY FOR ASBESTOS WORK"

The sign shall be readily visible to the outdoors at the work site.

- b. An official copy of the Contractor's license obtained from the New Jersey Department of Labor.
- c. List of emergency telephone numbers to include: the monitoring firm employed by the Building Owner, E.P.A., O.S.H.A., D.O.H., D.O.L., fire, police, local hospital, and emergency squad.
- d. The Contractor shall establish work area emergency procedures and shall have such a plan posted in view. In case of an emergency, decontamination procedures shall not impede emergency procedures.
- e. List of personnel including all new employees.
- f. A daily log of all persons entering the work area, including all visitors. Non- employees of the Asbestos Contractor shall be required to sign an acceptable waiver form. The waiver form shall be approved by the Environmental Project Manager.
- g. The daily log shall include a record of start and stop times, any work area problems encountered, any corrective action, and estimated amount of asbestos waste generated.
- h. The Contractor shall be responsible for obtaining a copy of the daily monitoring logs from their air testing firms and maintaining this with the daily log at the job site.
- i. Copies of daily log forms shall be given to the Owner/Owner's Representative at the end of each week's work.

7.0 PROJECT REVIEW AND INSPECTION

- 7.1 The Owner, Owner's Representatives, Project Manager, and the representatives of agencies having lawful jurisdiction shall at all times have access to the work area whether work is in preparation or progress.
- 7.2 Throughout the removal and cleaning operations, monitoring for airborne asbestos fibers shall be conducted **(on behalf of the Owner)** to ensure that the Contractor is complying with all codes, regulations, ordinances, and requirements of this specification.
- 7.3 The Asbestos Safety Technician (Owner-selected) shall take Quality Assurance (Q.A.) Samples at the job site and provide Quality Assurance Inspections at no cost to the Contractor. The Contractor, however, shall be responsible for the added costs of the Asbestos Safety Control Monitor if (cost of both the technician and additional samples) the re-occupancy testing fails the 70 structures/mm² Transmission Electron Microscopy Level, and/or if the agreed timetable for job completion is exceeded due to the Contractor's negligence (e.g., insufficient crew size, inadequate equipment/supplies, etc.). Also, the Contractor shall provide air monitoring, independent of the Asbestos Safety Technician, in order to determine OSHA regulations with regard to employee exposure to airborne asbestos fibers.
- 7.4 The Asbestos Safety Technician shall have the full authority to direct the procedures of the Contractor and to stop the project until work practices are corrected in order to reduce the fiber concentrations to acceptable levels as prescribed by this contract or meet the requirements of this specification.
- 7.5 The Owner reserves the right to stop all removal operations and cancel this contract if proper environmental, health, and safety precautions are not being implemented and adhered to by the Contractor and his/her personnel. If work procedures are not in compliance with this specification a "Stop Work Order" shall be issued to the Contractor by the Owner or Project Manager. No work shall

recommence until authorized in by the Owner/Owner's Representative. Further noncompliance of these specifications or safety regulations shall be cause for cancellation of the contract.

8.0 PROTECTIVE CLOTHING AND EQUIPMENT FOR ASBESTOS REMOVAL

8.1 Listed below are materials, equipment, and tools generally used in asbestos removal operations. It is not inferred, however, that all materials listed are necessarily required in every asbestos removal project and, in some instances, materials required to complete the work may not be listed.

- a. **Protective clothing:** Shall be fire retardant manufactured of "Tyvek" by DuPont (or approved equal) consist of disposable full body coveralls, head covers, and boots as required by the most stringent OSHA standards applicable to the work.
- b. **Plastic Film:** All plastic film used on this project shall be fire retardant. Provide a minimum, clear six (6) mil. in thickness polyethylene. The plastic sheeting shall be taped securely in place or stapled or fastened by spray-on adhesives, glue beads, horizontal wood battens, or the equivalent.
 - 1. Walls - one (1) layer of six (6) mil. polyethylene.
- c. Where work procedures are in view to the public, black or opaque six (6) mil. polyethylene shall be utilized.
- d. **Adhesives:** Tape shall be high quality tape (Asbestos tape, duct tape, or approved equal) in 2" or 3" widths with an adhesive formulated to aggressively stick.
- e. **Support Structures** constructed of Polyvinyl Chloride Pipes (P.V.C.) and/or aluminum or wood studs.
- f. **Disposal bags** shall be six (6) mil. polyethylene bags of a sufficient size for the application. The bags shall be printed with letters of sufficient size and contrast to be readily visible and legible. Each bag shall contain the U.S. DOT Class 9 (miscellaneous) hazardous material label. The label shall state as a minimum:

DANGER
Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard
Avoid Breathing Airborne Asbestos Fibers
And
Asbestos NA 2212, RQ

- g. **Signs:** Provide caution signs (14" x 20") red background, lettered in black. It shall be displayed at all routes of access and all visual and physical barriers as follows as a minimum:

LEGEND

NOTATION

Danger	1" Sans Serif Gothic or Block
Asbestos	1" Sans Serif Gothic or Block
Cancer and Lung Disease Hazard	3/4" Sans Serif Gothic or Block
Authorized Personnel Only	1/2" Gothic
Respirators and Protective	1/4" Gothic Clothing

are Required in this Area

The sign shall meet OSHA Standards 29 C.F.R. 1926.1101.

- h. At all areas of direct access to the work area (decontamination unit, etc), display signs (10" x 14") yellow background, lettered in black asfollows:

LEGEND

NOTATION

No Food, Beverages or Tobacco Permitted

3/4" Block

All Persons Shall Don Protective Clothing (Coverings) Before Entering the Work Area

3/4" Block

LEGEND

NOTATION

All Persons Shall Shower Immediately After Leaving Work Area and Before Entering the Changing Area

3/4" Block

- i. **Encapsulant:** Tinted which meets all fire and building codes.
- j. **Filters** of sufficient quantity and type (HEPA, etc.) for use in respirators and other equipment requiring filters.
- k. **Cleaning materials** needed to maintain the specified standard of cleanliness. Use only the cleaning materials and equipment that are compatible with the surface being cleaned.
- l. **Respirator:** Respirator protection shall be in accordance with OSHA Regulation 1926.1101 and ANSI Z88.2-1980. There shall be **NO EXCEPTIONS** to these requirements (**See Section 9.0**).
- m. **Air Filtering Equipment** capable of filtering asbestos fibers.
- n. **HEPA Vacuum:** High efficiency vacuum cleaners with special HEPA filtration to retain asbestos fibers, type "Nilfisk" #GA73 or "Pullman/Holt" #75 ASA (or approved equal). Also include a capillary tube if utilizing the Glove Bag technique.
- o. **Decontamination system** shall consist of lockers, showers with pump support, respirator storage, equipment storage, etc.
- p. **Shower Head and Controls:** Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate and shut off is from inside shower without outside aid.
- q. **Filters:** Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

Primary Filter - Pass particles 20 microns and smaller. Secondary Filter - Pass particles 5 microns and smaller.
- r. **Shower Stall:** For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with minimum 6' high sides and back. Structurally support as necessary for stability. Equip with

hose bib, as specified in this section, mounted at approximately 4' - 0" above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.

- s. **Sump Pump:** Provide totally submersible, waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump.
- t. **Lumber:** Provide kiln-dried lumber of any grade or species.
- u. **Scaffold:** Provide all scaffolding and/or staging as necessary to accomplish the work of this contract (**See Section 10.0**).
- v. **Hand Tools:** Hand tools of sufficient quantity to implement the work at hand and the work schedule submitted including ancillary materials (e.g., staples, nails, wire, etc.).
- w. **Spray Equipment:** Spray equipment capable of mixing wetting agent with water and capable of generating sufficient pressure, volume, and having ample hose length to reach all areas of asbestos.

8.2 The Contractor shall have available sufficient inventory of these materials and equipment to accomplish the job, protect the workers, and protect all authorized visitors to each facility.

8.3 It is the Contractor's responsibility to verify the detailed requirements of this guideline and all codes, standards, and regulations to verify that the items procured for use in this work meet or exceed the specified requirements.

8.4 The Owner reserves the right to reject items incorporated into the work that fail to meet the requirements of this guideline or any applicable codes, standard or regulation.

8.5 The mention of any produce or manufacturer's name or equipment name does not imply endorsement by the Owner/ Owner's Representative or Project Manager.

8.6 "Approved equal" or "equal" shall mean as approved by the Owner/Owner's Representative or Project Manager only. They shall be the sole judge as to whether or not a substitute item is equal, and any item specified shall be submitted for approval.

9.0 **RESPIRATORY PROTECTION**

9.1 **Powered Air-Purifying Respirators**

- a. Powered air-purifying, positive pressure, full or half-face respirators shall be worn during all phases of the project. At the discretion of the Asbestos Safety Technician, full or half-face, negative pressure respirators may be worn during preparation and final cleaning. If air monitoring results show that fiber counts meet or exceed an action level defined as half (1/2) the respirator use limit concentration (20 f/cc), then Type "C" respirators shall be used.
- b. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cord to be washed each time a worker leaves the work area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.
- c. **Respirator Bodies:** Provide half-face or full-face type respirators. Equip full-face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less

than 32 degrees Fahrenheit.

- d. **Filter Cartridges:** Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.

10.0 CONSTRUCTION AIDS

10.1 General

- a. Provide all scaffolding, ladders, or staging equipment, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type; or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.
- b. During the erection and/or moving of scaffolding, care shall be exercised so that the polyethylene floor covering is not damaged.
- c. The rungs of all metal ladders, etc., shall be equipped with an abrasive non-slip surface.
- d. All surfaces subject to foot traffic shall have a non-skid surface. Surfaces shall be cleaned as required to remove slippery materials.
- e. At the completion of the removal work, all construction aids shall be cleaned within the work area and wrapped in one (1) layer of six (6) mil. polyethylene sheet and sealed before removal from the workarea.

11.0 NEGATIVE PRESSURE SYSTEM

11.1 General

Supply the required number of asbestos air filtration units to the site in accordance with this specification. Each unit shall include the following:

11.2 Cabinet

Constructed of steel or other durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than thirty (30) inches to fit through standardized doorways. The cabinet shall be factory sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance. Access to and replacement of all air filters shall be from the intake end. Unit shall be mounted on casters or wheels.

11.3 Fans

The fan(s) shall be rated according to usable air moving capacity under actual operating conditions. Use centrifugal-type fan(s).

11.4 HEPA Filters

The final filter shall be the HEPA type. The filter media (folded into closely pleated panels) shall be completely sealed on all edges with a structurally rigid frame.

- a. A continuous rubber gasket shall be located between the filter and the filter housing to form a tight seal.
- b. Each filter shall be individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.03-micron dicytlyphthalate (D.O.P.) particles. Testing shall be in accordance with Military Standard Number 282 and Army Instruction Manual

136-300-175A. Each filter shall bear a UL586 label to indicate ability to perform under specified condition.

- c. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

11.5 Instrumentation

Each unit shall be equipped with a Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed. A table indicating the usable air handling capacity for various static pressure readings on the Magnehelic gauge shall be affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting cubic feet per minute (C.F.M.) air delivery at that point. Provide units equipped with an elapsed-time meter to show the total accumulated hours of operation.

11.6 Safety and Warning Devices

The unit shall have an electrical (or mechanical) lockout to prevent the fan from operating without a HEPA filter. Units shall be equipped with automatic-shutdown system to stop the fan in the event of a major rupture in the HEPA filter or blocked air discharge. Warning lights are required to indicate normal operation, a high pressure drop across the filters (e.g., filter overloading) and a low pressure drop (e.g., major rupture in HEPA filter or obstructed discharge).

11.7 Electrical Components

Electrical components shall be approved by the National Electrical Manufacturers Association (N.E.M.A.) and Underwriter's Laboratories (UL). Each unit shall be equipped with overload protection, sized specially for the equipment. The motor, fan, fan housing, and cabinet shall be grounded.

11.8 Determining the Ventilation Requirements

Fully operational negative-pressure systems shall provide a minimum of one (1) air change every fifteen (15) minutes. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total ventilation requirement in cubic feet per minute (C.F.M.) for the work area by dividing this volume by the air change rate.

Ventilation requirement (C.F.M.) = volume of work area in cubic feet/fifteen minutes.

- 11.9** Determine the number of units needed to achieve a fifteen (15) minute-change rate by dividing the ventilation requirement (C.F.M.) above by the capacity of exhaust unit(s) used.

$$\text{Number of units needed} = \frac{\text{ventilation requirement C.F.M.}}{\text{Capacity of unit with loaded filters (C.F.M.)}}$$

11.10 Location of Exhaust Units

Locate exhaust unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses work area as much as possible. This may be accomplished by positioning the exhaust unit(s) at a maximum distance from the worker access opening or other makeup air sources.

- a. Place the end of unit or its exhaust duct through an opening in the plastic barrier or wall covering. The plastic around the unit or duct shall then be sealed with tape. The exhaust port shall be protected with a constructed "cage" to prevent vandalism.
- b. Always vent to the outside of the building, unless authorized in writing by the Owner's Representative or Environmental Project Manager. Do not vent into the non-work area sections of the building.

11.11 Supplemental Makeup Air Inlet

Provide makeup air inlets where required for proper air flow through the work area in locations approved by the Owner's Representative and the Environmental Project Manager. Make openings in the plastic sheeting that allows air from outside the building into the work area if applicable. Locate auxiliary makeup air inlets as far as possible from the exhaust unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the work area from occupied, clean areas. Cover with flaps to reseal automatically if the negative pressure system should shut down for any reason. Spray flap and around opening with spray adhesive so that flap seals if it closes.

- 11.12** Each unit shall be serviced by a dedicated minimum 115V-20A circuit with overload device tied into an existing building electrical panel which has sufficient spare capacity to accommodate the load of all negative pressure units connected.

11.13 Testing the System

Test the negative pressure system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility set up, and the exhaust unit(s) installed, start the unit(s) (one at a time). Demonstrate operation and testing of negative pressure system to the Asbestos Field Technician or Environmental Project Manager

- 11.14** Demonstrate the operation of the negative pressure system to the Asbestos Safety Technician. This shall include, but not be limited to, the following:

- a. Plastic barriers and sheeting move slightly in towards the workarea.
- b. Curtain of decontamination units move slightly in towards the work area.
- c. There is a noticeable movement of air through the decontamination unit. The AST shall use smoke tubes to verify air movement from clean to shower room, from shower room to equipment room, and from equipment room to work area.
- d. The use of smoke tubes shall demonstrate a positive motion of air across all areas in which work is to be performed.

11.15 Use of System During Removal Operations

- a. Start exhaust units before beginning work (before any demolition). After removal has begun, run units continuously to maintain a constant negative pressure until decontamination of the work area is complete. The units shall **not** be turned off at the end of the work shift or when removal operations temporarily stop.
- b. The negative air system shall not be shut down during encapsulating procedures.
- c. Removal work shall start at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, removal shall stop immediately and shall not resume until power is restored and exhaust units are operating again.
- d. At completion of removal work, the exhaust units shall be allowed to run in order to remove airborne fibers that may have been generated during wet removal and cleanup and to purge the work area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during removal.

11.16 Dismantling the System

- a. When a final inspection and the results of final air tests indicate that the area has been decontaminated, the exhaust units may be removed from the work area. Before removal from the

work area, the unit shall have the pre-filter removed and disposed of properly, and the intake to the machine shall be sealed with six (6) mil. polyethylene to prevent environmental contamination from the filters.

11.17 Pressure differential

- a. Contractor shall provide a fully operational negative air system which maintains a negative pressure of 0.03 inches of water column (WC) for non-occupied buildings. Contractor shall provide a digital read-out manometer with continuous strip recording capabilities as required by N.J.A.C. 5:23-8.19

12.0 PROTECTION OF WORKERS AND SITE VISITORS

12.1 Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner/Owner's Representative, Project Manager and other authorized representatives who may inspect the job site. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day. Sufficient HEPA cartridges for both half-face air-purifying and powered air-purifying respirators, shall be provided for the workers to change during the work shift. No HEPA cartridges shall be used longer than three (3) work shifts (work shifts denote eight (8) hours). The respirators shall be worn at all times when in the contaminated area. **THERE SHALL BE NO EXCEPTIONS.**

12.2 In accordance with NIOSH, OSHA, and ANSI regulations, the Contractor shall have a formal respirator-use program that shall, at a minimum, consist of the following:

- a. Establish written standard operating procedures governing the selection and use of respirators.
- b. Select respirators on the basis of the hazards to which the worker is exposed.
- c. Instruct and train the user in the proper use of respirators and their limitations.
- d. Where practical, assign respirators to individual workers for their individual use. These shall be specifically fit tested.
- e. Regularly clean and disinfect respirators.
- f. Store respirators and filters in a convenient, clean and sanitary location.
- g. Routinely inspect respirators during cleaning.
- h. Maintain appropriate surveillance (monitoring) of work area and degree of employee exposure of stress.
- i. There shall be a regular inspection and evaluation procedure to determine the continued effectiveness of the program.
- j. Do not assign workers to tasks requiring use of respirators unless it has been determined that they are physically able to perform the work and use the equipment.
- k. Shall be approved, accepted and recommended respirators.

12.3 The Contractor shall guarantee that all employees have participated and are currently participating in this respirator use program.

12.4 The Contractor shall provide full body protective clothing (**See Section 8.0**) to workers and visitors, which shall be worn at all times when in the contaminated area.

12.5 Protective clothing shall be disposed of when leaving the contaminated area and a new set used upon return.

13.0 EMERGENCY PRECAUTION

- 13.1** The Contractor shall prepare a contingency plan for emergencies including fire, accident, power failure, negative air system failure, supplied air system failure, or any other event that may require modification or abridgment of decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.
- 13.2** The Contractor shall provide barricades and adequate protection to safely prevent passage of persons to the area of removal. Must prevent accidental entrance to the abatement area by any building occupants.
- 13.3** Before the Contractor starts actual abatement of asbestos material, the local fire department and ambulance crews shall be notified as to the dangers of entering the work area. The Contractor shall make every effort to help these agencies and form plans of action should their personnel need to enter the contaminated area.
- 13.4** Local medical emergency personnel, both ambulance crews and hospital emergency room staff, shall be notified as to the possibility of having to handle injured work persons who are contaminated with asbestos dust. They shall be advised on safe decontamination procedures.
- 13.5** First aid shall comply with the governing regulations and all recognized recommendations within the industry.
- 13.6** General: Except as otherwise indicated, submit special reports directly to Owner within one (1) day of occurrence requiring special report, with copy to Owner's Representative, Project Manager and others affected by occurrence.
- a. **Reporting unusual Events:** When an event of unusual and significant nature occurs at site (examples: failure of negative pressure system, rupture of temporary enclosures), prepare and submit a special report listing chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise the Owner in advance at earliest possible date.
 - b. **Reporting Accidents:** Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and action; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

14.0 TEMPORARY SERVICES

14.1 Description of Requirement

Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.

14.2 Water Service

a. Temporary Water Service Connection

All connections to the Owner's water system shall include back flow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water shall not damage existing finishes or equipment.

b. Water Hoses

Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water to each work area and to each decontamination unit.

c. Hot Water

May be secured from the building's hot water system provided back flow protection is installed at point of connection as described in this section under Temporary Water Service connection and if authorized in writing by the Owner/Owner's Representative

14.3 Electrical Service

Comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electric service.

a. Temporary Power

Provide service to the decontamination unit subpoena with a minimum sixty (60) amp, two (2) pole circuit breaker or fused disconnect connected to the building's main distribution panel. Sub panel and disconnect shall be sized and equipped to accommodate all equipment required for completion of the work.

b. Voltage Differences

Provide identification warning signs at power outlets which are other than 110–120-volt power. Provide polarized outlets for plug-in type outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided, where required, to provide voltages necessary for work operations.

c. Ground-Fault Protection

Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for plug in connection of power tools and equipment.

d. Electrical Power Cords

Use only grounded extension cords. Use "hard service" cords where exposed to abrasion and traffic. Use single length or use waterproof connectors to connect separate lengths of electric cords, if single lengths shall not reach areas of work.

e. Lamps and Light Fixtures

Provide incandescent lamps of wattage required for adequate illumination. Protect lamps with guard cages or tempered-glass enclosures where fixtures are exposed to breakage by construction operations. Provide exterior fixtures where fixtures are exposed to moisture.

14.4 Fire Extinguishers

Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations, provide type "ABC" extinguisher or a combination of several extinguishers of NFPA recommended types for the exposure in each case. The fire extinguishers shall comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers." Locate their intended purpose but provide not less than one (1) extinguisher in each work area in the equipment room of the decontamination unit and one (1) outside the work area in the clean room, not to exceed a seventy-five (75) foot distance.

15.0 DECONTAMINATION

15.1 The Contractor shall provide an adequate decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the work area or a decontamination trailer. Each airlock shall be clearly identified and separated from the other by plastic crossover sheet doors designed to minimize fiber and air transfer as people pass between areas. A minimum of two layers of 6 mil. Plastic sheeting shall be required for floors, walls, and the ceiling for on-site constructed decontamination units. Plastic crossover

sheet doors shall have at least three layers of 6 mil. plastic sheetings and be weighted so as to fall into place when people pass through the area. Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment that may fail and to safely stretch or carry an injured worker from the site without destruction of the chamber or unnecessary risk to the integrity of the work area. Such doors must be at least 4 feet wide, and the distance between sets of flaps must be at least 4 feet.

15.2 Provide an equipment decontamination unit consisting of a serial arrangement of rooms (clean room, holding room, washroom for removal of equipment and material from work area). Personnel shall not enter or exit work area through equipment decontamination unit.

15.3 Personnel Decontamination Unit

A. Changing Room (Clean Room)

This room shall be provided for the purpose of changing into protective clothing. It shall be constructed using polyethylene sheeting, a minimum of six (6) mil. in thickness and located so that access to the work area shall be from the changing room through the shower room. Should both females and males utilize the decontamination unit, a privacy screen of black or opaque polyethylene shall be utilized. This room shall be separated from the building by a triple airlock of six (6) mil. polyethylene flap entranceway.

1. In this room the worker shall leave all street clothes and dress in clean disposable coveralls. Respiratory protection equipment shall be donned in this area.
2. A suitable existing room may be used as the changing room if it is suitably located and of a configuration whereby work persons may enter the changing room directly from the shower room. Authorization for this shall be obtained from the Owner's Representative in writing prior to the start of construction.
3. Floor room shall be dry and clean at all times. Overflow water from shower shall not be allowed to wet floor in changing room.
4. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
5. Provide a continuously adequate supply of disposable bath towels.
6. Provide posted information for all emergency phone numbers and procedures.
7. Provide storage lockers for employees.

B. Shower Room

This shall be a separate room used for transit by cleanly dressed workers entering the job from the outside room or by workers headed for the showers after undressing in the equipment room. This room shall be separated from the clean room and equipment room by flaps fabricated from three (3) layers of six (6) mil. polyethylene. A portable fully operational shower shall be provided.

Provide temporary extensions of existing hot and cold water and drainage, as necessary, for a complete and operable shower.

1. Provide a continuously adequate supply of soap in sanitary condition.
2. Shower shall be arranged so that water from showering does not splash into the clean room.
3. Water shut off and drain pump operation controls shall be arranged so a single individual can shower without assistance from either inside or outside of the work area.
4. Provide flexible hose shower head.

5. Provide a minimum eighteen (18) gallon stainless steel one (1) piece shower pan and fiberglass wall panels.
6. Provide twenty (20) micron and five (5) micron wastewater filters in line to wastewater storage. Filters to be changed daily or more often if necessary.

C. Equipment Room (Contaminated Area)

Work equipment, footwear, and additional contaminated work clothing shall be left here. This is a change and transit area for workers. This room shall be separated from the work area and shower by a triple layer of six (6) mil. polyethylene flap exit barrier doorway.

D. Work Area

The work area should be separated by polyethylene barriers from the equipment room. If the airborne asbestos level in the work area is expected to be high, an additional intermediate cleaning space shall be added between the equipment room and the work area. Damp wipe clean all surfaces after each shift change. Provide one (1) additional floor layer of six (6) mil. polyethylene per shift change and remove contaminated layer after each shift.

E. Construction

1. Decontamination unit shall be constructed using polyethylene sheeting at least six (6) mil. in thickness, attached to existing building components or a temporary framework.
2. Two (2) layers (minimum) of six (6) mil. polyethylene sheeting shall be used to cover floors and walls in the equipment, shower (underneath shower pan), and changing rooms. An additional layer in the equipment room shall be added for every shift change expected. One (1) layer of plastic shall be rolled from the equipment room into the work area after each shift change. A minimum of two (2) layers of plastic shall remain at all times. All plastic used on floors shall be clear. Should both the females and the males utilize the same decontamination unit, an additional layer (privacy screen) of black or opaque polyethylene shall be utilized.
3. Rooms shall be separated by doors fabricated from overlapping sheets. Doors shall be a minimum of four (4) feet wide and sheeting shall overlap adjacent surfaces. Sheets shall be weighed at bottoms as required so that they quickly close after being released. Arrows shall be put on sheets to indicate direction of overlap and/or travel. There shall be a minimum of six (6) feet between entrance and exit of any room.
4. Where the decontamination area is immediately adjacent to and within view of occupied areas, a visual barrier of opaque polyethylene sheeting is at least six (6) mil. in thickness shall be provided so that worker privacy is maintained and work procedures are not visible. Where the area adjacent to the decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. The barrier shall be constructed with wood or metal studs covered with minimum one-quarter (1/4) inch thick hardboard. Where the solid barrier is provided, sheeting need not be opaque.
5. Alternate methods of providing decontamination facilities may be submitted to the Project Manager for approval. Do not proceed with any such methods(s) without written authorization by the Environmental Project Manager.
6. authorization by the Environmental Project Manager.

F. Electrical

Provide sub-panel at changing room or a location approved by the Environmental Project Manager to accommodate all removal equipment. Power source for panel shall come directly from a building

electrical panel. All electrical branch circuits in a decontamination unit, and particularly any pumps in shower room, shall be connected to ground-fault circuit protection device.

15.4 Decontamination Sequence

a. Entering the Work Area

1. Worker enters changing rooms and removes clothing, puts on clean disposable overalls and respirator, and passes through the shower room into the equipment room.
2. Any additional clothing and equipment left in equipment room required by the worker is put on. These shall be treated as asbestos contaminated. Worker proceeds to workarea.

b. Exiting Work Area

1. Before leaving the work area the worker shall remove all gross decontamination and debris from overalls and feet.
2. The worker then proceeds to the equipment room and removes all clothing except respiratory protection equipment. Extra work clothing may be stored in contaminated end of the equipment room. Disposable coveralls are placed in a bag for disposal with other material. Decontamination procedures found in **Section 15.5** shall be followed by all individuals leaving the workarea.
3. After showering, the worker moves to the changing room and dresses in either new coveralls for another entry or streetclothes.

15.5 Decontamination Procedures

All workers shall adhere to following personal decontamination procedures whenever they leave the work area:

- a.** When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear in the equipment room.
- b.** Still wearing respirators, proceed to showers. Showering is **mandatory**. The following procedure is required as a minimum:
 1. Thoroughly wet body including hair and face. If using a powered air-purifying respirator (P.A.P.R.), hold dry.
 2. With respirator still in place, thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack of P.A.P.R. Pay particular attention to seal between face and respirator and straps.
 3. Take a deep breath; hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breathe.
 4. Carefully wash face piece of respirator inside and out.
 5. Shut off the P.A.P.R., cap inlets to cartridges, and thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag.
 6. Shower completely with soap and water.
 7. Rinse shower room walls and floor prior to exit.

15.6

Equipment Decontamination Units

a. Wash Down Station

Provide an enclosed shower unit located in work area just outside washroom as an equipment, and container cleaning station.

b. Washroom

A room shall be provided for cleaning of bagged or contained asbestos- containing waste materials passed from the work area. It shall be constructed of two-by-four (2 x 4) framing and polyethylene sheeting at least six (6) mil. in thickness and located so that packaged materials, after being wiped clean, can be passed to the holding room. This room shall be separated from the work area by a single flap six (6) mil. polyethylenesheeting.

c. Holding Room

A room shall be provided at a drop location for bagged asbestos-containing materials to be passed from the washroom. It shall be constructed of two-by- four framing and polyethylene sheeting and located so that bagged materials cannot be passed from the washroom through the holding room to the clean room. This room shall be separated from the adjacent rooms by a double flap fabricated.

d. Clean Room

A room shall be provided to isolate the holding room from the building exterior. It shall be constructed of two-by-four framing and polyethylene sheeting at least six (6) mil. in thickness and located to provide access to the holding room from the building exterior. This room shall be separated from the exterior by a double layered six (6) mil. polyethylene flapped entranceway.

Equipment or material shall be taken from the work area through the equipment decontamination unit as follows:

1. At a wash-down station, thoroughly wet clean contaminated equipment or sealed polyethylene bags and pass into the washroom.
2. When passing equipment or containers into the washroom, all doorways of the equipment decontamination unit, other than the doorway between the wash-down station and the washroom shall be closed and all outside personnel clear of the equipment decontamination unit.
3. Once inside the washroom, the bags and/or equipment shall be wet cleaned.
4. When cleaning is complete, pass items into the holding room. All doorways shall be closed except the doorway between the holding room and the cleanroom.
5. Workers from the building exterior enter the holding area and remove decontaminated equipment and/or containers for disposal.
6. At no time is a worker from an uncontaminated area to enter the enclosure when a contaminated removal worker is inside.

15.7

Cleaning of Decontamination Units

- a. Debris and residue shall be cleaned from inside of decontamination units on a daily basis. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.

- b. If the changing room of the personnel decontamination unit becomes contaminated with asbestos-containing debris, the entire decontamination unit shall be abandoned, and a new decontamination unit shall be erected with the former changing room used as the new equipment room.

16.0 WORK AREA PREPARATION

- 16.1** The work area is the location where asbestos abatement work occurs. It is a variable of the extent of work of the contract. It may be a portion of a room, a single room, or a complex of rooms. A "work area" is considered contaminated during the work and shall be isolated from the balance of the building and decontaminated at the completion of the asbestos control work.
- 16.2** Completely isolate the work area from other parts of the building to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the work area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in **Section 18.0**. Perform all such required cleaning or decontamination at no additional cost to the Owner.
- 16.3** Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to erection of the plastic sheeting and temporary enclosure.
- 16.4** Employees of the Contractor permitted pursuant to N.J.A.C. 8:60 and N.J.A.C. 12:120 or persons employed by the building owner, who have successfully completed a maintenance/custodial/worker training course approved by the New Jersey Department of Health, unless the room and objects within it are shown to be uncontaminated by asbestos in which case other employees of the building owner or Contractor may be used, shall clean with wet cloths and/or with HEPA vacuums as appropriate all items that can be removed from the work area without disrupting the asbestos material. This shall include furniture, equipment, drapes, and curtains. The cloths used for cleaning shall be disposed of as asbestos contaminated waste.
- 16.5** Clean and remove all uncontaminated removable merchandise, equipment, and/or supplies from the work area before commencing work or completely cover with two (2) layers of polyethylene sheeting at least six (6) mil. in thickness securely adhered to in place with tape. Such merchandise and equipment shall be considered outside the work area unless the covering plastic or the seal is breached.
- 16.6** Permit access to the work area only through the decontamination unit. All other means of access shall be closed off and sealed and warning signs displayed on the clean side of the sealed access. (See **Section 8.0**).
- 16.7** Construct a visual barrier where the work area is immediately adjacent to or within view of occupied areas. Provide a visual barrier of opaque polyethylene sheeting at least six (6) mil. in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted sheet plastic in locations approved by the Asbestos Safety Technician.
- 16.8** Provide warning signs at each visual and physical barrier (see **Section 8.0**).
- 16.9** Alternate methods of containing the workarea may be submitted to the Owner's Representative and Environmental Project Manager for approval. Do not proceed with any such method(s) without prior written approval of the Owner's Representative and Project Managers.
- 16.10** Before proceeding beyond this point in providing temporary enclosures:
 - a. Provide worker and respiratory protection per **Section 8.0 and 9.0**.
- 16.11 Primary Seal/Critical Barriers**
 - a. Completely separate the work area from other portions of the building and the outside by sheet plastic barriers of at least six (6) mil. in thickness.
 - b. Individually seal all ventilation openings (supply and exhaust), doorways, windows, skylights,

convectors and floor drains, and other openings into the work area with tape alone or with polyethylene sheeting at least six (6) mil. in thickness taped securely in place. Maintain the seal until all work, including project decontamination, is completed. Take care in sealing off lighting fixtures to avoid melting or burning of sheeting.

- c. Provide sheet plastic barriers with at least two (2) layers of six (6) mil. in thickness as required to completely seal openings from the work area into adjacent areas. Seal the perimeter of all sheet plastic barriers with tape or spraycement.

16.12 Provide Decontamination Unit (see Section 15.0).

16.13 Provide Negative Pressure System (see Section 11.0).

16.14 Clean housings and ducts of all dust/dirt materials prior to erection of the primary seal/critical barrier polyethylene sheeting.

16.15 Enclose work areas with two (2) layers of plastic sheeting at barriers

16.16 Cover walls, doors with 36" of poly from the floor extending up to cover walls and floors. This layer of poly shall serve as a splash guard to protect walls during mastic removal. The contractor shall be responsible for cleanup and restoring any

16.17 Remove or properly seal with two (2) layers of six (6) mil. fire-rated polyethylene all floor openings.

16.18 Cover all walls in work area including "primary seal/critical barrier" sheet plastic barriers with one (1) layer of polyethylene sheeting at least six (6) mil. in thickness, mechanically supported and sealed with tape or spray glue in the same manner as "critical barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with tape or as otherwise indicated in writing by the Owner's Representative or Environmental Project Managers.

17.1 CUT/ WRAP AND WET REMOVAL OF ASBESTOS-CONTAINING AND ASBESTOS-CONTAMINATED MATERIALS

- a. This section outlines the procedures which are to be used in the cut and wrap wet removal of all asbestos-containing and asbestos-contaminated materials as indicated on the Contract Drawings. No work shall commence until the piping has been shut down, drained and clearly marked with appropriate lock out procedures in place.
- b. Any changes to this procedure shall be in writing from the Environmental Project Manager.
- c. All asbestos-containing and asbestos-contaminated materials shall be removed. The contractor shall take care that all asbestos has been removed
- d. Prior to and during actual abatement work, mist with amended water all asbestos-containing and asbestos-contaminated materials. This shall aid in minimizing fiber release during work activities {**see Section 17.0 (f)**}.
- e. The asbestos-containing and asbestos-contaminated materials should be sufficiently saturated to prevent emission of airborne fibers. The amended water or removal encapsulant shall be sprayed for as long and as often (before, during, and after removal) as necessary in order to ensure that the asbestos material is adequately wetted throughout.
- f. A fine, low-pressure spray of amended water or removal encapsulant shall be applied to prevent fiber disturbances preceding removal. The use of high revolutions per minute (R.P.M.) power equipment, pressure washers, or hydro-blasters is not acceptable. The additive shall be the manufacturers.
- g. As a method of organizing the asbestos removal work, workers shall begin working on the areas nearest to the decontamination unit and work towards the negative air filtration units.

- h. The contractor shall wrap the piping with two layers of 6-mil poly and cut section of piping at least one foot from the asbestos insulation and the poly sealed. This building component shall be properly labeled and disposed of as asbestos waste. The piping remaining shall be sufficiently supported.
- i. Removal of the asbestos material shall be done in small sections by two-person (2) teams, on staging platforms if needed. The glove bag method shall be utilized as outlined in NJAC 5:23-8 shall be utilized for removal of up to 10 linear feet of actual asbestos pipe insulation. A six-mil poly tent shall be established with AFD prior to any work on piping.
- j. In all cases, the asbestos-containing materials shall be handled carefully and deliberately. No asbestos is permitted to drop directly to the floor. Any unnecessary agitation of the material is strictly prohibited.
- k. Asbestos-containing and asbestos-contaminated materials located more than fifteen feet above the floor shall be dropped into inclined chutes, dropped onto scaffolding, or containerized at that height for disposal. Asbestos-containing materials shall not be dropped or thrown to the floor from fifteen feet or greater.
- l. In all cases, the asbestos-containing materials shall be handled carefully and deliberately. No asbestos is permitted to drop directly to the floor. Any unnecessary agitation of the material is strictly prohibited.
- m. Operations shall be continuous so that once an area is started it will be worked on to the first wet wipe. The wet material from each section shall be packed and sealed into labeled six (6) mil. plastic bags and double bagged with visible labels prior to starting the next section. Water- soaked fallen material shall be picked up while wet to prevent water loss due to evaporation.
 1. Maintain good housekeeping so as not to accumulate loose asbestos.
 2. Reach the clean wipe state as quickly as possible.
 3. Remove the residues as quickly as possible so as not to walk or track through it, thus grinding it to smaller, more potentially dangerous sizes.
 4. Trap the asbestos in six (6) mil. plastic bags as quickly as possible so as not to allow asbestos to dry out and become airborne. Bags shall be handed or chuted down carefully from one worker to another.
- n. Contaminated material containing sharp edged items shall be cut to size while adequately wet, placed in small cardboard boxes and double bagged, or singly bagged and then placed in temporary fiber drums. 40 C.F.R. (j) prescribes a leak-tight container, the integrity of which is the Contractor's responsibility.
- o. Bags and drums shall be marked with the label prescribed by Section 61.22(c) of the E.P.A. regulations. The outside of all containers shall be wet cleaned or HEPA vacuumed before leaving the work area (**see Section 18.0**).
- p. After removal, the underlying material shall be brushed with a stiff, nylon bristle brush. Wire brushes **are not permitted**; asbestos fibers break up into smaller more hazardous sizes when a wire brush is utilized.
- q. If at any time the airborne fiber level outside the isolated work area or the clean room of the decontamination unit rises above 0.01 f/cc (action level), the work shall stop immediately and air cleaning equipment and clean up procedures will be used to reduce fiber level to less than 0.01 f/cc.
- r. If at any time the airborne fiber level inside the isolated work area exceeds 0.2 f/cc, the work shall stop immediately and air cleaning, wetting, and surface cleaning procedures will be necessary.
- s. The first worker to enter the removal area at the beginning of each workday shall carefully wet the walls and floors with a fine mist of amended water. Such misting will wet any asbestos residues, which may have dried since the end of the previous workday.

18.0 CLEANUP PROCEDURES

18.1 Previous Work

At the completion of the asbestos abatement work, specified in other sections, any gross debris generated by the asbestos abatement work will have been removed and disposed.

18.2 Start of Work

Work of this section begins with the cleaning of the primary barriers. At the start of the work the following will be in place:

- a. Primary Protection:**
Two (2) layers of polyethylene sheeting on the floor and one (1) layer on the walls.
- b. Separation Barrier:**
Which forms the sole barrier between the work area and other portions of the building or the outside.
- c. Primary Seal/Barrier:**
Over lighted fixtures and clocks, ventilation openings, doorways, bathroom fixtures, water fountains, convectors, speakers, and other openings.
- d. Decontamination Units:**
For personnel and equipment in operating conditions.
- e. Air Filtration System:**
Shall remain in operation.

18.3 First Cleaning:

A first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging shall be carried out by use of damp cleaning and mopping, and/or a high efficiency particulate absolute (HEPA) filtered vacuum. (NOTE: a HEPA vacuum will fail if used with wet material.) Dry dusting or dry sweeping shall not be permitted.

18.4 Final Cleaning

- a.** Wet clean with amended water all floors, windows, etc. Allow for all surfaces to dry and repeat the procedures. Used cloths and sponges shall be disposed of as contaminated.
- b.** Do not shut down the air filtration units. Wait twenty-four (24) hours. No cleaning shall take place and the air filtration system shall be maintained for the entire twenty-four (24) hour period.

18.5 Re-occupancy Sampling

1. After the work area is found to be visually clean by the Asbestos Technician, he/she shall perform re-occupancy sampling.
2. If the standard (≤ 70 s/mm² or 0.01 f/cc) is not met, repeat final cleaning and continue decontamination procedures from that point.
3. If the release criteria are met, the Contractor shall remove the critical barriers separating the work area from the rest of the building, clean with amended water all areas where the barrier was attached and covering and shut down and remove the air filtration system.

18.6 New Jersey Post-Removal Sampling – Full Containment Transmission Electron Microscopy (TEM), Asbestos Hazard Emergency Response Act 40 CFR Part 763.90.

1. After the work area is found to be visually clean by the Asbestos Safety Technician, he/she shall perform post-removal sampling. This test is required to establish safe conditions for removal of critical barriers and to permit reconstruction activity to begin. Sufficient time following clean-up activities shall be allowed so that all surfaces are dry during monitoring. Negative air filtration units shall be in use during monitoring.
2. Normal occupancy use conditions shall be simulated using propeller type fans, or leaf blowers. The fans shall be placed in each room to be sampled so as to cause settled fibers to rise and enter the air. The fans shall be fan blades with a radius of at least one foot and shall be capable of creating a minimum air velocity of 500 feet per minute. These fans may be of the oscillating type. The sampling pump and sampling media shall be placed 20-40 feet at a right angle from the line(s) of air flow created in front of the fan. The leaf blower and its use must meet the criteria set forth in EPA document 560/5-85-024, Guidance for Controlling Asbestos-Containing Materials in Buildings, appendix section M.1.5., or any replacement criteria set forth by the United States Environmental Protection Agency. Their use should be restricted to general occupancy areas, and they should not be used in any space with an open dirt, sand, or gravel floor.
3. If the standard (≤ 70 structures per square millimeter, Transmission Electron) is not met, repeat final cleaning and continue decontamination procedures from that point.
4. If the release criteria are met, the Contractor shall remove the critical barriers separating the work area from the rest of the building. Clean with amended water all areas where the barrier was attached and covering and shut down and remove the air filtration system.
5. Air filtration machines shall be sealed with six (6) mil. polyethylene sheeting and tape to form a tight seal at intake and before being moved from the work area.

19.0 DISPOSAL OF ASBESTOS-CONTAINING WASTE

- 19.1** All wastes generated within the isolated work area, including but not limited to, asbestos materials, plastic sheeting, tape, cleaning materials, protective clothing, all filers, brushes, pails, brooms and all other disposable material or items used in the work area shall be packed, sealed and disposed of according to this section.
- 19.2** The Contractor shall **not** allow asbestos materials to dry out or collect on the floors. Removed material shall be immediately placed in approved bags (**see Section 8.0**) and sealed.
- 19.3** The material collected in each bag is to be sealed by twisting the open end and then tying an overhand knot in the twisted material (or other approved method, which will form a leak-tight seal). The bag is then placed in another bag, which is also sealed for transport to the disposal site. Broken bags will be re-bagged a third time.
- 19.4** Warning labels, having waterproof print and permanent, waterproof adhesive, shall be affixed to all bags, dumpsters, trucks and other containers used for asbestos. Labels shall be conspicuous and legible and shall contain the following warning (as a minimum):

DANGER
Contains Asbestos Fibers
Avoid Creating Dust
Cancer and Lung Disease Hazard
Avoid Breathing Airborne Asbestos Fibers
And
Asbestos NA 2212, RQ

- 19.5** Materials and equipment decontamination shall be as designated in **Section 15.0**.
- 19.6** The dumpster shall be completely enclosed and locked. It is to be opened only for materials from the removal area. Warning signs shall be posted on the dumpster (**see Section 8.0**).

- 19.7** The Contractor shall maintain a bag disposal log numbering each bag of waste with an indelible black ink pen. Copies of this log shall be submitted to the Owner for the final payment.
- 19.8** The Contractor shall transport all sealed bags to an approved sanitary landfill disposal site. Disposal shall be in accordance with the Environmental Protection Agency and New Jersey Department of Environmental Protection.

20.0 QUALITY ASSURANCE AIR MONITORING

- 20.1** Air monitoring on this project (except OSHA compliance monitoring) will be conducted by the Asbestos Safety Monitor to furnish testing and reports of test results.
- 20.2** The Abatement Contractor is responsible for providing daily OSHA compliance monitoring as per 29 C.F.R. 1926.1101 at no cost to the Building Owner.
- 20.3** The Abatement Contractor shall fully cooperate with the Asbestos Safety Monitor, and all others responsible for testing and inspecting the worksite.
- 20.4** Air monitoring shall be conducted prior to the abatement procedures, daily throughout the asbestos abatement project and during the initial phases of clean up by the Asbestos Safety Control Monitor in order to verify the quality of the job being done.
- 20.5** These tests are **not** being conducted for the purpose of meeting the Contractor's responsibilities under OSHA regulations, nor are they being conducted for the purposes of assessing the respiratory protection for the asbestos worker. The purpose of these tests is to assess and determine the airborne concentration of asbestos within the work area, outside the work area and outside the building in order to detect any potential contamination that may result.
- 20.6** It is the responsibility of the Abatement Contractor and the Contractor's personnel to cooperate fully with the efforts of the Asbestos Safety Monitor at all times and ensure the ease of access to and from the work area for the effective completion of the monitoring program.
- 20.7** **Please be advised** that tampering with any equipment involved with these tests or inspections shall be considered an attempt at falsifying reports and records to Federal and State agencies, and each offense shall be prosecuted under applicable State and Federal laws to the fullest extent possible.
- 20.8** It is the responsibility of the Contractor to notify the Asbestos Safety Monitor seventy-two (72) hours prior to all schedule changes.
- 20.9** **No** abatement work shall be initiated unless the Asbestos Safety Monitor has been notified. Failure to comply with this requirement shall be considered an attempt to falsify reports to government agencies and treated as outlined in **Section 20.7**.
- 20.10** **No** abatement work shall be conducted without the Asbestos Safety Technician on-site. Any work procedures conducted without supervision of an Asbestos Safety Technician shall be considered an attempt at falsifying reports and records to Federal and State agencies and each offense shall be prosecuted under applicable State and Federal laws to the fullest extent possible.
- 20.11** The Environmental Architectural Project Managers shall stop all abatement procedures if proper environmental, health and safety precautions are not being strictly implemented and adhered to by the Contractor and his/her personnel.
- 20.12** The Owner or Owner's Representative and Asbestos Safety Monitor shall stop abatement operations and cancel the contract if proper environmental, health and safety precautions are not being strictly implemented and adhered to by the Contractor and his/her personnel.

20.13 The following is a description of the test program to be conducted by the Asbestos Safety Technician.

- a. Pre-test sampling shall be conducted prior to the commencement of any work. The purpose of this test is to determine a background baseline level. The analytical method shall be Phase Contrast Microscopy (NIOSH 7400). One (1) sample of each type per thirty thousand cubic feet.
- b. Pre-removal area samples shall be collected during the preparation phase of the project. This sampling shall be conducted to detect any fiber release as a result of preparation of the work area. (High volume samplers drawing a minimum sample volume of 1,800 liters shall be used. One (1) sample per thirty thousand (30,000) cubic feet, twice per work shift as a minimum.
- c. The initial determination of employee exposure to airborne asbestos fibers shall be conducted during the first full day of **actual** asbestos removal. This initial determination of employee exposure shall include a combination of personal and air (environmental) samples collected during the **entire** work shift, to include ceiling concentration determination.

These area samples shall be collected during the removal phase:

1. Within the work area.

For the purpose of determining the number of fibers which are becoming airborne as a background quantity for the work area (low volume sampler drawing a minimum sample volume of 240 liters per sample, once per work shift). The analytical method shall be Phase Contrast Microscopy (NIOSH 7400).

2. Outside the work area, but inside the building.

For the purpose of determining if fibers are escaping into adjacent areas of the building. The sampling device will be placed in two (2) locations where potential contamination could occur (e.g., outside entrances and exits to the work area) and will be moved periodically to assess the contamination potential of adjacent areas at all critical points in the containment system. If fiber levels exceed .010 f/cc, the Asbestos Safety Monitor has the authority to stop work and have the problem corrected.

3. In the Clean Room of Decontamination Unit.

Samples shall be taken within the clean area of the decontamination chamber in order to determine if fibers are escaping through the airlock systems. If fiber levels exceed 0.02 f/cc by the Asbestos Safety Monitor has the authority to stop work and have the problem corrected. (High volume sampler drawing a minimum sample volume of 1800 liters, one (1) sample taken twice per work shift for a total of two (2) samples per work shift. The analytical method shall be Phase Contrast Microscopy.

- d. **New Jersey Post-Removal Sampling (Full Containment).** The purpose of this test is to establish the release criteria. The release criteria shall be <70 s/mm² by the average concentration of asbestos of five (5) air samples collected within the affected functional space and analyzed by the Transmission Electron Microscopy (TEM) Method in Appendix A of Subpart E of 40 CFR, Part 763 - "Asbestos-Containing Materials in Schools" is not statistically significantly different as determined by the Z-Test calculation.
 1. Filter cassettes and sampling train shall be assembled as specified in NIOSH #7400. The flow rate shall be between 1 and 10 liters per minute. The total volume shall be a volume sufficient to achieve a detection limit of <70 structures per square millimeter.
 2. Five clearance samples shall be collected within each containment area used to isolate the removal area.
- e. **Blanks.** A minimum of two (2) blanks or 10%, whichever is greater, shall be taken. Blanks will be divided by the work shift. One (1) or more blanks shall be taken with the first round of samples

and one (1) or more blanks shall be taken with the second round of samples.

- f. Summary test data
- g. Log of air samples
- h. Pump calibration records
- i. All test results

21.0 QUALITY ASSURANCE INSPECTIONS

21.1 Notification to the Asbestos Safety Control Monitor shall be made by the Contractor to request a pre-commencement inspection at a minimum of twenty-four (24) hours in advance of the desired date of inspection. This inspection shall be requested each time another worksite is started in multiphase projects.

- a. The Asbestos Safety Technician shall ensure:
 - 1. The job site is properly prepared, and all containment measures are in place pursuant to this specification.
 - 2. All workers shall present to the Asbestos Safety Technician a valid work permit issued by the New Jersey Department of Labor - **NO PERMIT; NO WORK.**
 - 3. Measures for the disposal of removed asbestos material are in place and shall conform to the adopted standards.
 - 4. The Contractor has a list of emergency telephone numbers at the job site which shall include the Asbestos Safety Control Monitoring Firm employed by the Building Owner and telephone numbers for fire, police, emergency squad, local hospital and health officer, New Jersey Department of Health and New Jersey Department of Community Affairs.
 - 5. If all is in order, the Asbestos Safety Technician shall issue a written notice to proceed with the asbestos removal in the field. If the job site is not in order, then any needed corrective action shall be taken before any work is to commence. Conditional approvals shall not be granted.

21.2 Progress Inspections Shall Be Conducted as Follows:

- 1. Primary responsibility for ensuring that the asbestos abatement work progresses in accordance with this specification rests with the Asbestos Safety Technician. This Asbestos Safety Technician shall continuously be present to observe the progress of work and perform required inspections and tests.
- 2. If the Asbestos Safety Technician observes irregularities at any time, the Asbestos Safety Technician shall direct such corrective action as may be necessary. If the Contractor fails to take the corrective action required, or if the Contractor or any of their employees habitually and/or excessively violate the requirements of any regulation, then the Asbestos Safety Technician shall order the work stopped in writing. If the Contractor fails to comply with the order, then the Asbestos Safety Technician shall notify the Administrative Authority having jurisdiction who shall issue a Stop Work Order to the Contractor, have the work site secured until all violations are abated and assess a penalty of \$500.00 which shall not be waived or settled for any reason.

21.3 Clean Up Inspections Shall be Conducted as Follows:

- a. Notice for cleanup inspection shall be requested by the Contractor at least forty-eight (48) hours in advance of the desired date of inspection.
- b. The cleanup inspection shall be conducted prior to the removal of the critical barriers.

- c. The Asbestos Safety Technician shall ensure that:
 - 1. The worksite has been properly cleaned and is free of visible asbestos and asbestos-containing materials.
 - 2. All removed asbestos has been properly placed in a locked, secure container outside of the work area.
 - 3. If all is in order, the Asbestos Safety Technician shall issue a written notice of authorization to remove barriers from the job site.

21.4 Final Inspection Shall be Conducted as Follows:

Upon notice by the Contractor and at least forty-eight (48) hours after the removal of the critical barriers, a final inspection shall be made to ensure the absence of any visible signs of asbestos or asbestos-containing materials and that all removed asbestos and asbestos contaminated materials have been properly disposed of off-site in accordance with the regulations of the New Jersey Department of Environmental Protection, N.J.A.C. 7:26-1 et seq. and this specification. (**NOTE:** A vehicle registered by the New Jersey Department of Environmental Protection shall be used).

21.5 Department Inspections Shall be Conducted as Follows:

The Department shall make unannounced periodic inspections of any job site involving asbestos abatement work.

21.6 Violations

The Asbestos Safety Technician shall ensure that the work conforms to this specification. If it is found that the asbestos abatement work is being conducted in violation, the Asbestos Safety Technician shall, in writing, order the work stopped. If the Contractor fails to comply with the order, then the Asbestos Safety Technician shall notify the Administrative Authority having jurisdiction who shall issue a Stop Work Order to the Contractor, have the work site secured until all violations are abated, and assess a penalty of \$500.00 which shall not be reduced or settled for any reason.

22.0 COMPLETION OF ABATEMENT WORK

22.1 Asbestos abatement work is complete upon meeting the work area clearance criteria and fulfilling the following:

- a. Remove all equipment, materials, and debris from the worksite.
- b. Dispose of all asbestos-containing waste material as specified in **Section 19.0**.
- c. Repair or replace all interior finishes damaged during the course of the asbestos abatement.
- d. Fulfill project closeout requirements of **Section 24.0**.

22.2 Correction of Work

If the post-removal air tests or final inspections fail to meet the evaluation criteria, the Contractor shall be liable for the cost of additional air tests and inspections conducted by the asbestos safety technician to verify compliance.

23.0 CONTRACTOR'S FINAL REPORT

23.1 The Contractor shall submit a report to the Owner upon completion of the removal project. The report shall contain:

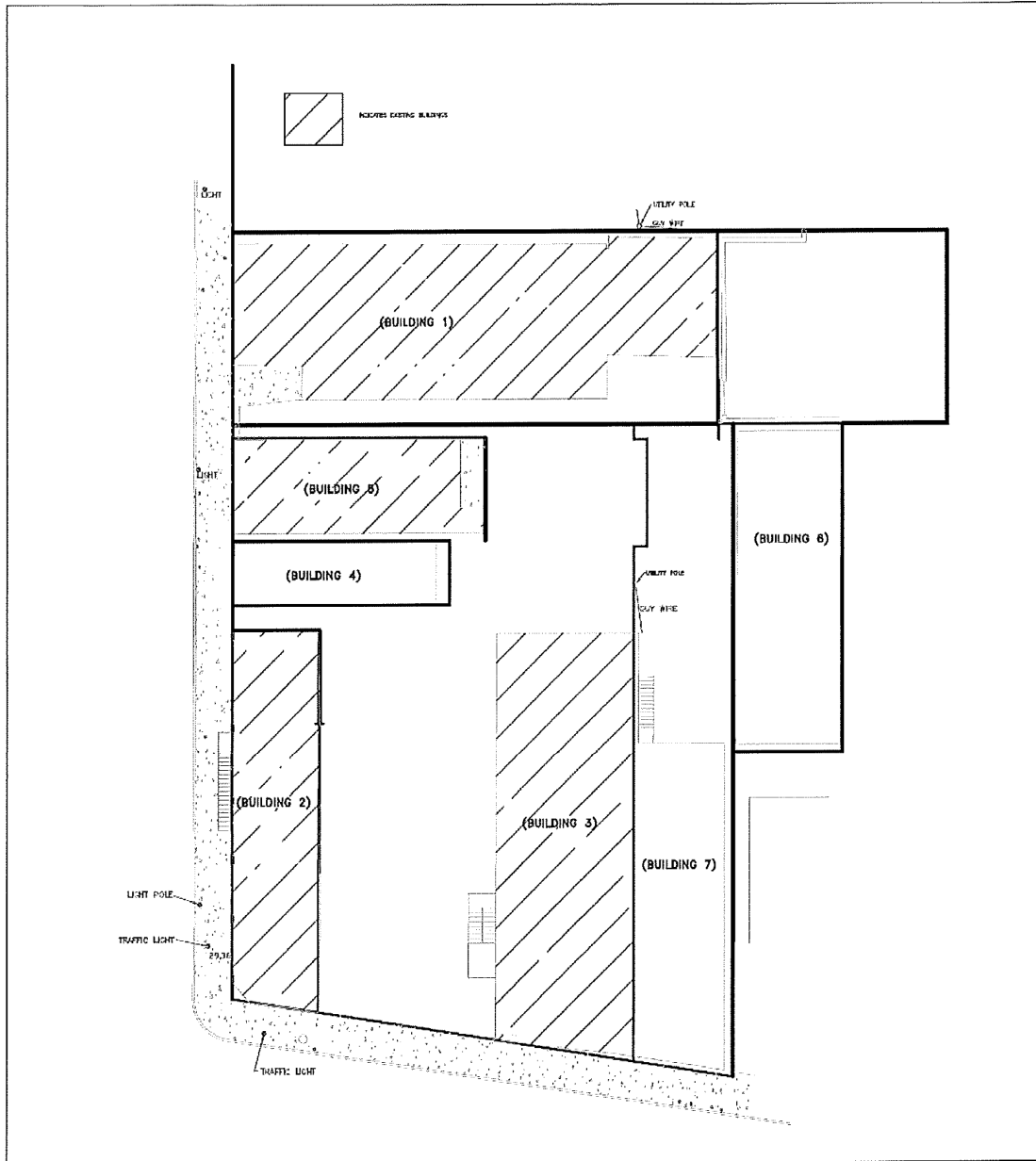
- a. All Daily Logs

- b.** Operational Data
- c.** Summary of all daily OSHA compliance test results
- d.** Any updated medical reports
- e.** Proof that employees were notified if exposure levels exceeded current standards.
- f.** Documented proof (receipts) that all asbestos materials have been properly disposed of in a legal, regulated landfill.

23.2 Request for payment shall be withheld if all reports are not complete.

23.3 The report shall be signed by an authorized representative of the Contractor.

Asbestos Locations



SECTION 30

REMOVAL AND DISPOSAL OF BURIED ASBESTOS CEMENT PIPE

PART 1 - SUMMARY

1.01 SUMMARY

- A. Work included:
 - 1. Removal and disposal of existing buried asbestos cement (A.C.) piping where directed.
- B. Related work:
 - 1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 2. *Section 33: Excavating, Filling and Grading*
- C. References:
 - 1. New Jersey Administrative Code:
 - a. N.J.A.C. 5:23-8.1 (c) (pertaining to educational facilities and public buildings as defined in N.J.A.C.5:23-8.2).
 - b. N.J.A.C. 7:26; Solid Waste Rule:
 - 2. Code of Federal Regulations:
 - a. 29 CFR 1926.850; Demolition Preparatory Operations.
 - b. 29 CFR 1926.1101; Asbestos (Construction Industry).
 - c. 29 CFR 1910.134; Use of Respirators.
 - d. 29 CFR 1910.1001; Asbestos (General Industry)
 - e. 40CFR, Subpart M; National Emission Standard for Asbestos.
 - 3. [Guidance Document for the Management of Asbestos-containing Material \(ACM\)](http://www.nj.gov/dep/dshw/rrtp/asbestos.htm) located at <http://www.nj.gov/dep/dshw/rrtp/asbestos.htm>

1.02 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit receipts for disposal of all asbestos cement piping materials.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Removal and disposal of buried asbestos cement pipe shall conform to the current regulations of the State of New Jersey, USEPA, and the Code of Federal Regulations.

PART 2 – PRODUCTS NOT USED

PART 3 - EXECUTION

3.01 REMOVAL AND DISPOSAL

- A. Excavation shall conform to *Section 33, Excavating Filling and Grading*.
- B. All work shall be in compliance with 29 CFR 1926.1101 for Class II Asbestos Work on asbestos-containing material (ACM).
- C. Asbestos Cement Pipe shall be removed in the largest pieces practical and immediately placed in a container double lined with 10-mil polyethylene. Material shall not be stockpiled on site for later disposal.
- D. Do not crush pipe in trench or in container.
- E. Upon completion of loading operations, plastic container lining shall be double lapped over contents and taped closed.
- F. Contents of container shall be disposed of at a Solid Waste Facility licensed to accept this material.
- G. Contractor shall submit receipts for all material disposed of.

PART 4 - PAYMENT

4.01 REMOVAL AND DISPOSAL OF ASBESTOS - CEMENT PIPE

- A. Quantity: The quantity for which payment will be made will be for the actual length of asbestos cement pipe actually removed and disposed of when and if directed.
- B. Payment: Payment will be made for the quantity as above determined measured in linear feet at the unit price per linear foot bid in the Proposal for the item REMOVAL AND DISPOSAL OF ASBESTOS CEMENT PIPE, which price shall include excavation, removal, handling, bagging, transportation and disposal as specified, and all else necessary or required.

SECTION 31

LEAD-BASED PAINT REMOVAL AND DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Testing for the presence of lead-based paint coatings on pipe and steel supports.
 - 2. Removal and disposal of existing lead-based coatings on existing steel surfaces including all associated monitoring and testing, if and when directed.
- B. Related work:
 - 1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
- C. Reference standards:
 - 1. Steel Structures Painting Council:
 - a. SSPC-SP1 Solvent Cleaning
 - b. SSPC-SP10 Near-White Blast Cleaning
 - c. SSPC SP-11 Power Tool Cleaning to White Metal
 - d. SSPC-Vis 1 Pictorial Surface Preparation Standards

1.02 QUALITY ASSURANCE

- A. Qualifications:
 - 1. Contractor must be in compliance with the Code of Federal Regulations, 29 CFR 1926.62.
 - 2. Contractor shall be certified for lead paint abatement in accordance with P.L. 1993, Chapter 288.
 - 3. Completion of a minimum of 5 equivalent projects.
 - 4. Testing agency: Testing laboratories shall be certified by the State of New Jersey, Department of Health.
- B. Regulatory requirements:
 - 1. Federal:
 - a. Worker protection:
 - (1) 29 CFR 1926.59, Hazard Communication Program
 - (2) 29 CFR 1910.134, Respiratory Protection Standard
 - (3) 29 CFR 1910.1025, Lead
 - (4) 29 CFR 1910.146, Permit-Required Confined Spaces
 - (5) 29 CFR 1910.95 (a-p), Occupational Noise Exposure
 - (6) 29 CFR 1926.20 General Safety and Health Provisions
 - (7) 29 CFR 1926.62, Lead Exposure in Construction

- (8) 29 CFR 1910.94 and 1926.57, Ventilation and 1926.353, Ventilation and Protection in Welding, Cutting and Heating.
- (9) 29 CFR 1910.97, Non-Ionizing Radiation.
- (10) General Duty Clause 5(a)(1) of the 1970 OSH Act, which requires employers to provide safe work conditions for their employees.

b. Ambient air quality:

- (1) 40 CFR 50.6, National Primary and Secondary Ambient Air Quality Standards for Particulate Matter.
- (2) 40 CFR 50.12, National Primary and Secondary Ambient Air Quality Standards for Lead.

c. Water quality:

- (1) 40 CFR 122, Administered Permit Programs: The National Pollutant Discharge Elimination system.
- (2) 40 CFR, Parts 141, 142 and 143; Federal Safe Drinking Water Act.

d. Soil quality:

- (1) USEPA Office of Solid Waste and Emergency Response, Directive 9355.4-02, "Interim Guidance on Establishing Soil Lead Cleanup Levels at Superfund Sites"

e. Hazardous waste:

- (1) 40 CFR 261, Identification and Listing of Hazardous Waste
- (2) 40 CFR 262, Standards Applicable to Generators of Hazardous Waste
- (3) 40 CFR 263, Standards Applicable to Transporters of Hazardous Waste

1. State of New Jersey:

- a. NJAC 5:17; Lead Hazard Evaluation and Abatement Code.
- b. NJAC 7:10-1 et. seq.; New Jersey Safe Drinking Water Regulations.
- c. NJAC 7:27-16; Misc. Metal Parts and Products Rule.
- d. NJAC 7:27-23; Architectural Coatings Rule
- e. NJAC 8:59-5.1, et seq; New Jersey Worker and Community Right to Know Act

2. All other Federal, State and local regulations applicable to the work.

1.03 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit copies for record of Contractors written compliance program required by 29CFR 1926.62.
- C. Submit name of testing laboratory.
- D. Submit copies of all monitoring reports for record.

1.04 JOB CONDITIONS

A. Existing Conditions:

1. Lead based paint:

- a. The Phase One Environmental Report indicates the presence of lead- based paint.
- b. Take all necessary and required precautions to prevent exposures to the public, environment, personnel and employees in excess of those permitted.

B. Sequencing, scheduling:

1. Notify the Engineer a minimum of ten (10) days prior to beginning work.

C. Environmental requirements:

1. Comply with referenced regulatory requirements.
2. Do not blast when relative humidity exceeds 85 percent (85%), and/or surface temperature of steel is less than 5 degrees F. above the dew point.

D. Protection:

1. Cover or otherwise protect surfaces not to be cleaned
2. Contractor shall promptly remedy all damage to existing surfaces to remain.

E. Safety precautions:

1. Comply with all OSHA regulations and all applicable local, state and federal regulations regarding confined spaces.
2. Comply with referenced regulatory requirements.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Proprietary Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.
- B. Other materials may be considered by the Engineer.

2.02 MATERIALS

- A. Blasting Media and Chemical strippers: As selected by the Contractor, suitable for the intended purpose and in compliance with the referenced regulatory requirements.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval by the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Examine surfaces scheduled to receive paint for conditions that will adversely affect execution, performance or quality of work and which cannot be put into acceptable condition through preparatory work as specified below. Notify the Engineer when such conditions exist. Contractor shall be solely responsible for providing a surface acceptable to the application of coatings utilizing the indicated cleaning methods as a minimum.
- B. Do not proceed with surface preparation or coating until conditions are suitable.

3.02 PREPARATION

A. Monitoring:

1. Provide background environmental testing prior to beginning coating removal operations as follows:
 - a. Soil samples for at least four (4) compass points on-site and 4 compass points off-site approximately 100 feet from the property line.
 - b. Dust samples for at least four (4) compass points on-site and 8 compass points off-site approximately 100 feet from the property line.
2. Provide continuous air monitoring beginning one (1) week prior to start of coating removal operations on exterior of tank and continue for duration of coating removal operations. Monitor in accordance with the referenced standards.
3. At completion of coating removal operations, provide air, dust and soil sampling at same locations used for background sampling.
4. Submit copies of all test results for record.

B. Coating removal:

1. Visible emissions from blasting operations and elevated air-borne lead concentrations are prohibited. The Contractor shall take corrective action should either or both occur. Class 1 Containment in conformance with SSPC Guide 6 is required.
2. Blasting, vacuum blasting, chemical strippers or a combination of these methods may be used to remove existing coatings subject to the specified regulatory requirements. Surfaces shall be tested for the presence of lead prior to final blasting if chemical strippers are used. Final steel surface shall be as specified for application of new coatings.
3. Provide measures required to protect the environment, public, and contractor personnel from hazardous materials as specified herein and required by the referenced regulatory requirements.

C. Surface preparation:

1. Surface preparation shall be in accordance with SSPC SP-10 or SSPC SP-11.
2. Surface profile for cleaned surfaces shall be as required by the manufacturer of the new coating.
3. Compressed air for blasting shall be clean, dry and oil free. Place oil and water separators in air hose as close as possible to blast cleaning equipment.
4. After blasting, remove all dust and grit with vacuum cleaner or compressed air (clean and dry).

3.03 APPLICATION

- A. If cleaned surfaces become contaminated by rust, oil, grease, handprints or other foreign matter, then solvent clean and reclean to original specifications to insure same degree of cleanliness.
- B. Do not leave cleaned surfaces uncoated for more than 24 hours.

3.04 CLEANING

- A. Remove all debris generated by coating removal operations and all other waste materials and dispose of it in accordance with all applicable Federal, State and Local requirements as well as the referenced regulatory requirements. Provide copies of all shipping manifests to Owner.
- B. Touch up and restore finish where damaged.
- C. Refer to *Section 22, Cleaning and Restorations*.

PART 4 - PAYMENT

- 4.01 Payment will be made for the work of this section as an approved change order based on site conditions. Include all costs for testing; monitoring; preparation; coating removal; disposal of waste materials; clean-up and all else necessary or required.

SECTION 32

CLEARING SITE

PART 1 - GENERAL

1.01 SUMMARY

A. Work included:

1. Removal and resetting of street and road signs, mail boxes and other structures as shown, or as directed by the Engineer.
2. Removal and disposal of all trees, brush, weeds, roots, matted leaves, small structures, debris, and other objectionable material, vegetation, and growth. This work also includes trimming of trees' branches and shrubs.
3. Removal and disposal of culverts, and other structures; pipe, inlets, and manholes; sidewalks, driveways, curbs, and gutters and existing electrical material and equipment together with backfilling the existing holes remaining after removal of such items.
4. Removal and disposal of structures and all other obstructions which are designated for removal by the Engineer during construction and for which payment is not otherwise provided in the Contract.

B. Related Work:

1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 17: Temporary Soil Erosion and Sediment Control Measures*
3. *Section 33: Excavating, Filling and Grading*

C. References:

1. New Jersey State Highway Department Standard Specifications for Road and Bridge Construction, 2019, and all amendments thereto (Standard Specifications).
 - a. Section 201: Clearing Site
 - b. Section 917: Landscaping Materials
2. New Jersey Administrative Code:
 - a. N.J.A.C. 5:23-8.1(c) (pertaining to educational facilities and public buildings as defined in N.J.A.C. 5:23-8.2).
 - b. N.J.A.C. 7:26; Solid Waste Rule.
3. Code of Federal Regulations:
 - a. 29 CFR 1926; Safety and Health Regulations for Construction.

1.02 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Submit receipts for disposal of all materials.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Tree paint: "Treekote" as manufactured by Walter E. Clark & Sons, Inc., Corinth, TX, 940-321-2596 or equivalent.

2.02 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protection: Roads, structures, pavement areas, grass or landscaping to remain shall be protected by the Contractor in a manner approved by the Engineer.
- B. Prior to performing any excavation work, contact New Jersey One Call at 1-800-272-1000 for a utility mark-out.

3.02 CONSTRUCTION

- A. Clearing Site shall conform to Section 32 of the Standard Specifications, and as designated on Plans or as directed by the Engineer, except that Paragraph of said Section entitled, "Demolition" shall not apply to this Contract.
- B. Clear the project site within the limits of construction shown on the Plans, or as directed by the Engineer. [N.J.A.C. 7:22-10.11(d)]
- C. Repair all injuries to bark, trunk, limbs and roots of remaining plants by properly dressing, cutting, bracing, and painting using approved tree surgery methods, tools and equipment.
- D. Trees, shrubs, and other landscape features within the limits of construction that do not interfere with the Project shall not be removed but shall be protected during the progress of the Work.
- E. Clear designated areas of brush, weeds, roots, debris, and other unsuitable material.
- F. Trim tree branches overhanging proposed structures and pavements.
 - 1. Trim tree branches overhanging roadways, driveways, or other paved areas to height of sixteen feet.
- G. Remove and reset existing structures.
- H. Remove and reset mailboxes to locations approved by their Owner's and the Engineer so as to be accessible to Mailman without his having to leave the mail vehicle.
- I. Remove and reset street signs as directed by Owner.

3.03 CLEANING

- A. Dispose of accumulated waste materials as specified in *Section 01 74 00, Cleaning and Restorations*.

PART 4 - PAYMENT

4.01 SITE CLEARING

- A. Payment will be made on a lump sum basis under the item SITE CLEARING in the proposal.

SECTION 33

EXCAVATING, FILLING AND GRADING

PART 1 - GENERAL

1.01 SUMMARY

A. Work Included:

1. Stripping, storage and redistribution of topsoil.
2. Filling and backfilling to attain indicated grades.
3. Trenching and trench backfilling.
4. Rough and finish grading of the site.
5. Providing borrow material.
6. Providing Certified Clean Fill material
7. Disposal of excess material.
8. Testing Services.
9. Any additional work as may be specified in the Statement of Work.

B. Related Work:

1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 17: Temporary Soil Erosion and Sediment Control Measures*
3. *Section 32: Clearing Site*

C. References:

1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, and all amendments thereto (Standard Specifications):
 - a. Section 204: Borrow Excavation
 - b. Sections 301: Subbase
 - c. Subsection 901.03: Aggregate, Coarse
 - d. Subsection 901.03.01: Broken Stone
 - e. Subsection 901.03.02: Washed Gravel
 - f. Subsection 901.10: Dense Graded Aggregate
 - g. Subsection 901.11: Soil Aggregates

2. American Society for Testing and Materials (ASTM):
 - a. D-698: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
 - b. D-1556: Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - c. D-1557: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 - d. D-4254: Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.
 - e. D-2166: Unconfined Compressive Strength of Cohesive Soil.
 - f. D-2922: Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

1.02 DEFINITIONS

- A. Excavation: Removal and disposal of all material encountered when establishing required grade elevations, including pavements and other obstructions visible on the ground surface, and underground structures and utilities indicated to be demolished and removed.
- B. Unauthorized excavation: Removal of materials beyond specified subgrade elevations without approval of *ENGINEER*.

1.03 SUBMITTALS

- A. Comply with the provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. All materials shall be accompanied by a delivery ticket indicating the name and address of the supplier and the origin of the material.
- C. All materials shall be free of contaminants or hazardous materials and substances that may be harmful to human, animal, plant or aquatic life and meets any applicable NJDEP regulations regarding the material composition. Recycled materials shall be accompanied by a certification from the supplier that the material meets the above requirements.
- D. Every load of incoming fill material shall meet current NJDEP Residential Direct Contact Soil Remediation Standards and be certified by the Generator/Agent as clean fill consistent with NJDEP regulations at N.J.A.C. 7:26D-4.2 and N.J.A.C. 7:26E-2. Delivery slips showing and certifying that the material meets these criteria shall be provided for each load of material entering the site.
- E. Test reports:
 1. One optimum moisture, maximum density curve for each type of soil encountered, including a complete test report as specified in ASTM D-1557.
 2. Field Density test reports.
 3. Report of actual Unconfined Compressive Strength and/or results of bearing tests for each stratum encountered at footing subgrades. The report shall be prepared in accordance with ASTM D-2166.
 4. Test reports on all borrow material and select backfill material in accordance with the following standards:
 - a. Particle Size Analysis of Soils: ASTM D-422.

- b. Liquid Limit, Plastic Limit and Plasticity Index of Soils: ASTM D-4318.
- 5. Submit test reports as required.

1.04 QUALITY ASSURANCE

A. Requirements of regulatory agencies:

- 1. All excavations shall be in compliance with Federal Occupational Safety and Health Act and rules and regulations of State of New Jersey Department of Labor and Workforce Development, "Construction Safety Act," N.J.S.A. 34:5-166, et seq.
- 2. Comply with the requirements of the High Voltage Proximity Act; N.J.S.A. 34:6-47.1.
- 3. Excavation work shall be in compliance with applicable requirements of other governing authorities having jurisdiction.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Transport materials from outside project limits in accordance with these Specifications.

1.06 PROJECT CONDITIONS

- A. Site information: Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn there from by the Contractor. Data are made available for the convenience of Contractor.
- B. Prior to performing any excavation work, contact New Jersey One Call at 1-800-272-1000 for a utility mark-out.
- C. Existing utilities:
 - 1. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the Utility Owner immediately for directions. Cooperate with the Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of Utility Owner.
- D. Weather conditions: Do not place, spread, roll or fill material during freezing, raining, or otherwise unfavorable weather conditions. Do not resume work until conditions are favorable as determined by the Engineer.

PART 2 - PRODUCTS

2.01 GENERAL

- A. General: All fill and backfill materials shall be subject to the approval of the Engineer.
- B. Notifications:
 - 1. For approval of borrow materials, notify the Engineer at least five (5) working days in advance of intention to import material, designate the proposed borrow area, and perform sampling and

testing at the Contractor's expense, if directed by the Engineer, to prove the quality and suitability of the material.

2. For approval of on-site materials, notify the Engineer at least five (5) working days in advance of placing material and perform sampling and testing at the Contractor's expense to prove the quality and suitability of the material.
- C. All materials provided shall be free of contaminants or hazardous materials and substances that may be harmful to human, animal, plant or aquatic life and shall meet any applicable NJDEP regulations regarding the material composition.

2.02 MATERIALS

A. On-Site Fill and Backfill:

1. On-site material may be used for fill and backfill subject to the approval by the Engineer, and only in accordance with the following:
 - a. Topsoil: Topsoil excavated from on-site may be used to conduct topsoil construction providing that the excavated topsoil complies with the requirements described in *Section 35: Seeding*. The Owner makes no representation that the topsoil on-site is suitable for reuse. The Contractor shall remove excess excavated topsoil from the site unless otherwise shown on the drawings.
 - b. On-site materials used for structural filling and backfilling shall be free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay, and shall conform to the requirements for Soil Aggregate I-13 of Subsection 901.11 of the Standard Specifications.
 - c. Other material excavated from the site may be used for general filling and backfilling that is not beneath or within ten feet (10') horizontally of any tank, structure, footing or foundation, under paved areas, behind retaining walls or in trenches, subject to the approval by the Engineer, and to the following requirements:
 - (1) Free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay.
 - (2) Free of large rocks or lumps that, in the opinion of the *ENGINEER*, may create voids or prevent proper compaction.

B. Borrow material:

1. All borrow material shall meet current NJDEP Residential Direct Contact Soil Remediation Standards and be certified by the Generator/Agent as clean fill consistent with NJDEP regulations at N.J.A.C. 7:26D-4.2 and N.J.A.C. 7:26E-2.
2. General fill and Backfill (Non-Structural):
 - a. Free from deleterious substances, stumps, brush, weeds, roots, sod, rubbish, garbage and matter that may decay, and conforming to the requirements for Soil Aggregate I-13, of Subsection 901.11 of the Standard Specifications, except as modified by the supplemental requirements below:
 - (1) Containing no rocks or lumps over four inches in greatest dimension.

- (2) Composed of soil aggregate, or soil aggregate and rock. The portion passing the four-inch sieve shall contain not more than twelve percent (12%) by weight of material passing the number 200 sieve. When composed of soil aggregate and rock, the proportion of soil aggregate shall not be less than that required to fill all the rock voids.
 - b. General fill material may be used for:
 - (1) Backfill of demolition work that is not beneath or within ten feet (10') horizontally of any tank, structure, footing or foundation or behind retaining walls.
 - (2) General filling and backfilling that is not beneath or within ten feet (10') horizontally of any tank, structure, footing or foundation or behind retaining walls. General fill may be used under exterior paved areas and in trenches, however, that are not within ten feet (10') horizontally of foundations.
- 3. Trench Backfill, Structural Fill and Backfill Material:
 - a. Shall conform to the requirements specified for on-site fill material except as modified by the supplemental requirements below:
 - b. Backfill material shall be Soil Aggregate designation I-13 unless otherwise designated on the Plans. Soil Aggregate backfill materials, when designated, shall conform to Subsection 901.11 of the Standard Specifications.
 - c. Backfill material shall be 15:1 or 20:1 sand/cement dry mix when designated on the Plans.
- 4. Broken stone material:
 - a. Broken stone subbase material under slabs, foundations and structures shall conform to Subsection 901.03.01 of the Standard Specifications and meeting the gradations specified in Table 901.03-1. Size shall be #57 unless otherwise shown on the Plans.
 - b. Trench stabilization material for bedding shall conform to the above requirements. Size shall be #57 unless otherwise shown on the Plans.
- 5. Dense Graded Aggregate:
 - a. Dense Graded Aggregate for bituminous and concrete pavements and other structures shall conform to the requirements in Subsection 901.10 of the Standard Specifications except that "Blast Furnace Slag or Reclaimed Asphalt Pavement (RAP) shall not be used".
 - b. Dense Graded Aggregate for Stone Paving shall conform to the above requirements except that blast furnace slag or Recycled Asphalt (RAP) shall not be used.

2.03 OTHER MATERIALS

- A. All other materials, not specifically described for a complete and proper installation, shall be selected by the Contractor and approved by the Engineer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which excavating, filling and grading are to be performed and notify the Engineer, in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 PREPARATION

- A. Prior to commencement of work, establish location and extent of all utilities in the work areas. Maintain, protect as required existing utilities that pass through the work area.
- B. Prior to excavation in pavement areas, cut existing pavement vertically with sharp tool on a straight line to the limits of excavation shown on Plans or as directed by the Engineer. Maintain cut straight and neat or recut and dress as directed by the Engineer.
- C. Protection of people and property:
 - 1. Barricade open excavations occurring as part of this work and post with warning lights as required to protect persons on the site. Operate warning lights as recommended by authorities having jurisdiction.
 - 2. Protect trees, shrubs, lawns and other features remaining as part of final landscaping.
 - 3. Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
 - 4. Refer to paragraphs of General Conditions regarding protection of vegetation and structures.
 - 5. In the event of damage, immediately make all repairs and replacements to the approval by the Engineer at no cost to the Owner.

3.03 CONSTRUCTION

- A. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.
- B. Use of explosives: The use of explosives is not permitted unless approved by the Engineer.
- C. Dust control:
 - 1. Use all means necessary to control dust on and near the work if such dust is caused by the Contractor's operations during performance of the work or if resulting from the conditions in which the Contractor leaves the site.
 - 2. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors and concurrent performance of other work on the site.
- D. Excavation:
 - 1. Unauthorized excavation: Unauthorized excavation, including remedial work directed by the *ENGINEER*, shall be at the *CONTRACTOR'S* expense. Under footings, foundation bases, retaining walls, and other structures, fill unauthorized excavation by removing all loosened material and extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top elevation. Lean concrete fill may be used to bring subgrade elevations to proper positions when acceptable to the *ENGINEER*. Under pipes, fill unauthorized excavation by removing all loosened material and providing broken stone material as required to attain a firm and unyielding subgrade and/or foundation and to attain required grade elevations to the approval by the Engineer.
 - 2. Additional excavation:
 - a. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

- b. If unsuitable bearing materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.
 - c. Removal of unsuitable material and its replacement as directed will be paid on the basis of contract conditions relative to changes in work if payment has not been provided for in the Proposal.
3. Stability of excavations:
- a. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space.
 - b. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
4. Shoring and bracing:
- a. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
 - b. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
 - c. Maintain shoring and bracing in excavations regardless of time period excavations will be open.
 - d. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind, whether on public or private property, will be fully protected from damage.
 - e. In the event of damage to such improvements, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.
 - f. Arrange bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.
 - g. Exercise care in the drawing and removal of sheeting, shoring, bracing and timbering to prevent collapse and caving of the excavation faces being supported.
5. Dewatering:
- a. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
 - b. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 - c. Convey water removed from excavations and rainwater to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

6. Material storage:
 - a. Stockpile satisfactory excavated materials where directed until required for use as backfill or fill. Place, grade and shape stockpiles for proper drainage.
 - b. Only environmentally suitable stockpile sites may be used for the purposes of staging or storing materials, equipment and suitable trench backfill material. Environmentally suitable sites must be level, and devoid of mature stands of natural vegetation. Drainage facilities and features, wetlands, vernal habitats and stream corridors are not environmentally suitable sites. [N.J.A.C. 7:22-10.11(l)1]
 - c. The boundary of the stockpile area shall be clearly marked by hay bales, silt fencing or another appropriate method. Where fill is to be stored in excess of 10 days, a suitable means of protecting excavated material from wind and water erosion shall be employed. Erosion control methods may include one or more of the following: mulching, sprinkling, silt fencing, hay baling and stone covering. [N.J.A.C. 7:22-10.11(l)2]
 - d. Locate and retain soil materials away from edge of excavations.
 - e. Dispose of excess soil material and waste materials as herein specified. Excavated material unsuitable for backfilling shall be kept separate from other materials excavated, and disposed of. Materials suitable for backfilling shall not be disposed of until completion of filling or backfilling operations.
7. Excavation for structures:
 - a. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction and for inspection.
 - b. In excavating for footings and foundations, take care not to disturb bottom excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive concrete.
8. Excavation for pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.
9. Excavation for trenches:
 - a. Dig trenches to the uniform width required for the particular item to be installed, sufficiently wide to provide ample working room.
 - (1) Maximum trench width to a point one foot (1') above the outside top of pipe shall be the pipe inner diameter plus eighteen inches (18") for pipe less than or equal to eighteen inches (18") in inner diameter. For pipe greater than eighteen inches (18") in inner diameter, the maximum initial trench width shall be two (2) times the pipe inner diameter.
 - (2) Maximum trench width at ground surface where limited, shall be as shown on Plans.
 - b. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations. Beyond the building perimeter, keep bottoms of trenches for which elevations are not given sufficiently below finish grade to avoid freeze-ups.
 - c. Trenches for pipes shall not be opened more than the number of linear feet of pipe that can be placed and backfilled in one (1) day.

- d. Grub roots and stumps within six inches (6") of outside surface of pipe bottom and sides to minimum depth of six inches (6") below grade. Backfill trenches with concrete where trench excavations pass within eighteen inches (18") of column or wall footings and which are carried below the bottom of such footings, or which pass under wall footings. Place concrete to the level of the bottom of adjacent footing.
 - e. Pipe bedding shall be as shown on Plans.
10. Cold weather protection: Protect excavation bottoms against freezing when atmospheric temperature is less than thirty-five degrees (35°).
- E. Backfill, fill and compaction:
- 1. General:
 - a. Place acceptable material in layers to required subgrade elevations.
 - b. Fills: Use material obtained from on-site excavation, except use borrow material when specified and/or shown on the Plans or as directed by the Engineer.
 - c. Backfilling: Use material obtained from on-site excavation, except use select backfill when specified and/or shown where indicated on Plans or as directed by the Engineer. Backfill above top of pipe, with material free from stones, rock fragments, dirt clogs or frozen material greater than two inches (2") in largest dimension.
 - d. Do not provide borrow material until all acceptable excavated materials on the site have been utilized in the work.
 - e. Place the various types of materials in the areas as designated on the Plans, or as directed by the Engineer.
 - 2. Backfill excavation as promptly as work permits, but not until completion of the following:
 - a. Acceptance by the Engineer of construction below finish grade including, where applicable, damp proofing, waterproofing and perimeter insulation.
 - b. Inspection, testing, approval and recording locations of underground utilities.
 - c. Removal of concrete formwork.
 - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
 - e. Removal of trash and debris.
 - f. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
 - 3. Backfilling prior to approvals:
 - a. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the Owner.
 - b. After the work has been completely tested, inspected and approved, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner.

4. Ground surface preparation prior to filling:
 - a. Remove vegetation, debris, unsatisfactory soil materials, obstructions and deleterious materials from existing ground surface to a depth of not less than four inches (4") and not more than six inches (6") prior to placement of fills. Plow, strip or break-up sloped surfaces steeper than one (1) vertical to four (4) horizontal to a depth of not less than six inches (6") so that fill material will bond with existing surface.
 - b. When existing ground surface has a density less than that specified under "Compaction," for the particular area classification, break up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
5. Placement and compaction:
 - a. Place backfill materials in layers not more than six inches (6") in loose depth.
 - b. Control soil compaction during construction providing minimum percentage of density specified for each area classification listed below.
 - c. Building and pavement areas are defined, for the purpose of this Paragraph, as extending a minimum of five feet (5') beyond the building and/or pavement.
 - d. Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D-1557; and not less than the following percentages of relative density determined in accordance with ASTM D-4254, for soils which will not exhibit a well-defined moisture-density relationship.
 - (1) Structures: Compact top twelve inches (12") of subgrade and each layer of backfill or fill material at 95 percent (95%) maximum dry density or 90 percent (90%) relative dry density.
 - (2) Building Areas: Compact top twelve inches (12") of subgrade and each layer of backfill or fill material at 95 percent (95%) maximum dry density or 90 percent (90%) relative dry density.
 - (3) Lawn or Unpaved Areas: Compact top six inches (6") of subgrade and each layer of backfill or fill material at 90 percent (90%) maximum dry density.
 - (4) Walkways: Compact top six inches (6") of subgrade and each layer of backfill or fill material at 95 percent (95%) maximum dry density or 90 percent (90%) relative dry density.
 - (5) Pavement Areas: Compact top twelve inches (12") of subgrade and each layer of backfill or fill material at 95 percent (95%) maximum dry density or 90 percent (90%) relative dry density.
 - (6) Subbase Materials: Compact each layer of subbase material to 95 percent (95%) of maximum dry density.
 - (7) Trench Stabilization Materials: Compact each layer of material to 95 percent (95%) of maximum dry density.
 - e. Moisture control:
 - (1) Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.
 - (2) Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - (3) Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

- f. Puddling or jetting will not be permitted.
- g. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice, or other unsuitable materials.
- h. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.
- i. Compact backfill to height of two feet (2') above top of pipe using approved flat-faced mechanical tampers. Compact backfill more than two feet (2') above top of pipe using approved vibratory mechanical tampers.

F. Grading:

- 1. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- 2. Grading outside building lines:

Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
 - a. Lawn or unpaved areas: Finish area to receive topsoil to within not more than 0.10 feet above or below the required subgrade elevations.
 - b. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10 feet above or below the required subgrade elevation.
 - c. Pavement: Shape surface of areas under pavement line, grade and cross-section, with finish surface not more than ½ inch above or below the required subgrade elevation.
- 3. Grading surface of materials under building slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of ½ inch when tested with a ten-foot (10') straightedge.
- 4. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.
- 5. Treatment after grading:
 - a. After grading is completed and the *ENGINEER* has finished his inspection, permit no further excavating, filling or grading except with the approval of and inspection of the *ENGINEER*.
 - b. Use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.
- 6. Subgrade preparation: All subgrade preparation shall be performed in accordance with the applicable Sections of the Standard Specifications except as may be modified by this Specification Section.

G. Dense Graded Aggregate subbase course:

- 1. General:

- a. Subbase Course consists of placing dense graded aggregate subbase material in layers of specified thickness over subgrade surface to support pavements and structures, as shown on Plans.
 - b. Provide subbase course in accordance with Section 301 of the Standard Specifications, except as otherwise modified by this Specification Section.
- 2. Grade control: During construction, maintain lines and grades including crown and cross-slope of subbase course.
- 3. Placing:
 - a. Prior to placing subbase course under bituminous concrete or other non-portland cement concrete surfaces, apply an herbicide to the subgrade material. The type of herbicide and the method of application shall be approved by the *ENGINEER* prior to beginning this work.
 - b. Place subbase course material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness. Maintain optimum moisture content for compacting subbase material during placement operations.
 - c. When a compacted subbase course is shown to be eight inches (8") or less, place material in a single layer. When shown to be more than eight inches (8") thick, place material in equal layers, except no single layer shall be more than eight inches (8") in thickness when compacted.
 - d. Spread, shape and compact all subbase course material deposited on the subgrade during the same day.
- H. Broken (crushed) stone subbase course:
 - 1. General: Broken Stone Subbase Course consists of placing material in layers of specified thickness, over subgrade surface to support structures as shown on the Plans.
 - 2. Placing: Place Broken Stone Subbase Course as specified for Dense Graded Aggregate Subbase Course.

3.04 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Remove waste materials, including excess excavated material, trash and debris, and dispose of it off the Owner's property.
- B. Excavated material unsuitable for backfill as set forth in N.J.A.C. 7:14-2.13, considered to be solid waste pursuant to N.J.A.C. 7:26-1.6 and meeting the requirements for I.D.27 shall be removed from the construction site and disposed of at a sanitary landfill approved and licensed by NJDEP. [N.J.A.C. 7:22-10.11(e)1]

3.05 FIELD QUALITY CONTROL

- A. Quality control testing during construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.
 - 1. Perform field density tests in accordance with ASTM D-1556 (Sand Cone Method), or ASTM D-2922 (Nuclear Method).
 - 2. Footing subgrades: For each strata of soil on which footings will be placed, conduct at least one (1) test to verify required design bearing capacities. Test shall be performed by a qualified soils Engineer licensed in the State of New Jersey. Subsequent verification and approval of each

footing subgrade may be based on a visual comparison of each subgrade with related tested strata, when acceptable to *ENGINEER*.

3. Number of field density tests shall be provided in accordance with the following minimum test schedule:

- a. Minimum Compaction Testing Frequency

Location	Frequency
Buildings and structures	1 test group ^a for every 5,000 square feet
Road	1 test group ^a for every 300 linear feet of road
Parking Lots	1 test group ^a for every 10,000 square feet
Unpaved areas	1 test group ^a for every 20,000 square feet
Pipe Trench	1 test group for every 300 linear feet

^a one test group consists of compaction tests on each layer of fill and backfill material.

- b. One test whenever there is a definite suspicion of a change in the quality of moisture control or effectiveness of compaction.

4. Take all tests at locations as directed by the Engineer.

- B. If in the opinion of the Engineer based on testing service reports, subgrade or fills that have been placed are below specified density, provide additional compaction and testing as directed by the Engineer at no expense to the Owner. This shall include compaction and testing at areas initially tested and at other locations as directed.

3.06 PROTECTION

- A. Protection of graded areas:

1. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
 2. Repair and re-establish grades in settled, eroded and rutted areas to specified tolerances.

- B. Reconditioning compacted areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape and compact to required density prior to further construction.

PART 4 - PAYMENT

4.01 EXCAVATION, FILLING AND GRADING

- A. No separate measurement or payment shall be made for this item, except as designated for the various items of *EXCAVATING, FILLING AND GRADING* in the Proposal. All other work including earthwork for piping and structures shall be paid for under the prices submitted for the various related items of work listed in the Proposal. The costs for the work of this section shall include line-cutting existing pavements whenever encountered; stripping and storage of topsoil; excavation of all materials encountered of whatever nature; dewatering; shoring and bracing; stripping of surfaces; placing and compacting excess materials in fill areas; disposal of unsuitable or surplus materials; trench excavation; backfilling; site grading including shaping and dressing of slopes and other surfaces; compaction; subgrade and subbase preparation; testing; and all other incidental or necessary work.

SECTION 34

GALVANIZED COATED CHAIN LINK FENCE

PART 1 - GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Galvanized coated chain link fence.
 - 2. Swing gates.
- B. Related work:
 - 1. Other sections of the Specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
 - 2. *Section 32: Clearing Site*
 - 3. *Section 33: Excavating, Filling and Grading*

1.02 REFERENCES

- A. ASTM A-53; Standard Specifications for Pipe, Steel, Black and Hot-Dipped Zinc-Coated Welded and Seamless.
- B. ASTM-A-392; Standard Specification for Zinc Coated Steel Chain-Link Fence Fabric.
- C. ASTM F552; Standard Definitions of Terms Relating to Chain Link Fencing.
- D. ASTM F567; Standard Practice for Installation of Chain Link Fence.
- E. ASTM F626; Standard Specification for Fence Fittings.
- F. ASTM F669; Standard Specification for Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence.
- G. ASTM F900; Standard Specification for Industrial and Commercial Swing Gates.
- H. ASTM F1083; Standard Specifications for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded for Fence Structures.

1.03 SUBMITTALS

- A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.
- B. Manufacturer's product data:
 - 1. Complete materials list of all materials proposed to be furnished and installed under this section.
 - 2. Specifications and other data required that demonstrate compliance with the specified requirements.
- C. Shop drawings showing precise dimensions of the work of this section, and all other data needed to ensure proper and adequate provisions and placement to accommodate the work of this section.
- D. Manufacturer's recommended installation procedures.

1.04 QUALITY ASSURANCE

A. Qualifications of manufacturer:

1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.

B. Qualifications of workmen:

1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
2. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the methods and materials to be used.
3. In acceptance or rejection of the work of this section, the Engineer will make no allowance for lack of skill on the part of workmen.

C. Basis of acceptance:

1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.05 PRODUCT DELIVERY STORAGE AND HANDLING

A. Comply with provisions of *Section 20: Storage and Protection*.

B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval by the Engineer and at no additional cost to the Owner.

D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the Engineer.

1.06 WARRANTY AND WARRANTY REPAIRS

A. Warranties shall be provided as specified in *Section 24: Guarantees*. A copy of the manufacturer's warranty shall accompany the shop drawing submittal.

B. The Contractor and/or equipment manufacturer shall be responsible for all costs of warranty repair work including removal, shipping, reinstallation and re-start-up during the contract maintenance period.

PART 2 - PRODUCTS

2.01 GENERAL

A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.

B. Other materials may be considered by the Engineer.

2.02 MATERIALS

A. Fabric:

1. Galvanized steel chain link fabric conforming to ASTM A392 with Class 2 coating and a 1¾" mesh for tennis court fencing and 2" mesh for all other fencing.
2. Core wire shall be 9 gage, 0.148" diameter with a break load of 1,290 lbs.
3. Fabric selvage:
 - a. Under 6' - 0" shall be knuckled and knuckled.
 - b. 6' - 0" and over shall be knuckled one end and twisted on the other.
 - c. Recreational fencing, regardless of height, shall be knuckled and knuckled.

B. Framing:

1. All framing shall be pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 30,000 psi; sizes as indicated. Hot-dipped galvanized with a minimum average coating weight of 1.8 oz/ft² of coated surface area.
2. Dimensions and weights:
 - a. End, corner and pull posts: Any height

Nom. O.D. (Inches)	Weight lbs./Ft.
2.875	5.97

- b. Rails and post braces:

Nom. O.D. (Inches)	Weight lbs./Ft.
1.66	2.27

- c. Line Posts: Any height

Nom. O.D. (Inches)	Weight lbs./Ft.
2.375	3.65

- d. Gate posts:

(1) Fabric height of 6' or less:

<u>Leaf Width</u>	Nom. O.D. (Inches)	Weight lbs./Ft.
10' or Less	2.875	5.79
Over 10' to 18'	4.00	9.11

(2) Fabric height over 6':

<u>Leaf Width</u>	<u>Nom. O.D. (Inches)</u>	<u>Weight lbs./Ft.</u>
6' or Less	2.875	5.79
Over 6' to 12'	4.00	9.11
Over 12' to 18'	6.625	18.97

3. The inside surface shall be given corrosion protection. The internal coating shall be applied before or after welding and shall protect the metal from corrosion when subjected to the salt spray test of ASTM B-117 for 300 hours with the end point of 5% Red Rust.

C. Accessories:

1. Post and line caps, rail and brace ends, sleeves, tension bars, tension and brace bands, truss' rods, and other accessories shall conform to ASTM F626 and be galvanized.
2. Tie wire shall be 13-gauge galvanized wire.
3. Tension wire shall be 6-gauge galvanized wire fastened with galvanized hog rings.

2.03 SWING GATES

- A. Swing gates shall conform to ASTM F900 and be constructed of galvanized components. Fabric and other accessories shall be as specified for fencing.

B. Hardware:

1. Hinges:
 - a. Hinges shall be structurally capable of supporting the gate leaf and allow the gate to open and close without binding.
 - b. The hinges shall be designed to permit the gate to swing a full 180° inward.
 - c. All hinges on single-leaf personnel gates shall be self-closing.
2. Single gate latch: This latch shall be capable of retaining the gate in a closed position and shall have provision for a padlock.
3. Double gate latch: This latch shall be a drop rod or plunger bar arranged to engage the gate stop. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when the gate is locked. The latching devices shall have provision for a padlock.
4. Gate stops: Gate stops shall be provided for all double gates and shall be suitable for setting in concrete for the center drop rod or plunger.
5. Keepers: Keepers shall be provided for each gate leaf over 5' wide. Gate keepers shall consist of a mechanical device for securing the free end of the gate when in full open position.
6. All hardware shall be galvanized.

C. Gate frames:

1. Gate leaf shall have vertical interior bracing at maximum intervals of 8' and shall have a horizontal interior member if fabric height is 8' or more. Additional horizontal, vertical or

diagonal members shall be provided to ensure that the outer member shall not sag in excess of the lesser of 1% of the gate leaf width or 2".

2. Member sizes:

<u>Gate Fabric Height</u>	<u>O.D. (Inches)</u>	<u>Weight lbs.Ft.</u>
6' or Less:		
Round Tubular (Steel)	1.66	1.83
Rectangular Tubular (Steel)	1.50	1.84
Over 6':		
Round Tubular (Steel)	1.90	2.28
Rectangular Tubular (Steel)	2.00	2.52
Interior Bracing:		
Round Pipe (Steel)	1.66	1.83
Rectangular Pipe (Steel)	1.50	1.84

- D. Attach fabric to frame using manufacturers standard connectors and tension rods.
- E. Supply all double gates with gate holdbacks.

2.04 PRIVACY SLATS

A. Acceptable Manufacturers:

- 1. Patrician Products, Inc.
Hicksville, NY
800-843-7528
- 2. Or equivalent.

B. Privacy slats shall be "MaxSlat" by Patrician Products, Inc., or equivalent manufactured with a high- density polyethylene core and a low-density polyethylene shell surrounding the entire slatas well as the privacy extensions. Slats shall be available in lengths up to 20 feet. Color shall be as selected by the ENGINEER.

2.05 Concrete for fence footings, sign footings, and goal post footings shall conform to Section 605 of the Standard Specifications and shall be "Class B" as shown in Table 903.03.06-1 (NJDOT 2019).

2.06 OTHER MATERIALS

A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, and as selected by the Owner subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Prior to installation of the work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.

- B. Verify that work may be completed in strict accordance with the original design and with the manufacturer=s recommendations as approved by the Engineer.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Measure and layout complete fence line.
- B. Measure parallel to surface of ground.
- C. Locate and mark position of posts.
- D. Locate line posts at equal distance spacing, not exceeding 10-foot centers.
- E. Locate pull posts at positions where fence changes direction more than 30°, and at all points where there are abrupt changes in grade.
- F. Establish fence alignment as indicated on Plans, except for minor deviations required to meet field conditions:
 - 1. Final fence alignment and post locations shall be approved by Owner prior to actual fencing construction.
 - 2. Deviations of installed fencing from fence alignment and post locations as approved by the Owner shall not exceed more than 1 foot in any direction.

3.03 INSTALLATION

- A. Post footings:
 - 1. Place concrete footings in continuous pour.
 - 2. Drill holes in firm, undisturbed or compacted soil. Post footers shall have a diameter not less than 4 times post O.D. Post shall be set a minimum of 36 inches deep unless otherwise shown. Holes shall have a depth approximately 6" deeper than post bottom. Excavate deeper, as required, for adequate support in soft and loose soils and heavy lateral loads.
 - 3. Place concrete around posts in a continuous pour. Trowel finish tops of footings and slope or dome to direct water away from posts, except at tennis courts or baseball backstops.
- B. Posts: Set posts plumb ¼" in 10 feet with line post tops properly aligned.
- C. Rails:
 - 1. Provide top rail and bottom tension wire for all fencing less than 8' high.
 - 2. Brace rails:
 - 1. All end, corner, pull posts and gate posts shall be braced with top and bottom rails regardless of height.
 - 2. All fencing 6' and higher shall be provided with a center brace rail at all end, corner, pull posts and gate posts
- D. Fabric:
 - 1. Stretch fabric tight between terminal posts.

2. Position bottom of fabric approximately 1 to 2 inches above ground level along the continuous length of the fence. Perform all cutting, filling and all other grading necessary to achieve this result and to allow for proper operation of gates, using materials and methods approved by the *ENGINEER*. All grading work and measures for controlling soil erosion and sediment during construction shall be in compliance with the New Jersey Soil Erosion and Sediment Control Act.
 3. Join ends of fabric by weaving with single strand of selvage twisted to match balance of fabric.
 4. Cut and attach fabric independently at all terminal posts:
 - a. Attach fabric to terminal post using tension bars and bands or clips.
 - (1) Thread tension bars through fabric.
 5. Attach fabric to line posts using wire ties 12" O.C.
 6. Attach top edge of fabric to top rail using wire ties 12" on center.
 7. Attach bottom edge of fabric to bottom tension wire using hog rings.
 8. Place fabric on side of fence posts facing outward from the area being enclosed.
- E. Gates, swing type:
1. Install gates plumb and level to ¼" in 10'.
 2. Adjust hardware to provide smooth operation.
 3. Install ground-set items in concrete.
 4. Provide one (1) lock and two (2) "master" keys for each gate.
- F. Field cuts: Prior to installation, field apply zinc-based coating as supplied by fence manufacturer to all cuts, which expose bare metal.
- G. Adjusting:
1. Adjust tension rods to achieve a rigid installation.
 2. Tighten hardware, fasteners and accessories.
- H. Privacy Slats:
1. Slats shall be installed full height of fence where shown and in accordance with the manufacturer's directions.
 2. Slide a slat down vertically with locking tab on top.
 3. Move locking strip horizontally to lock first slat.
 4. Continue to install one slat at a time, locking each in place.

PART 4 - PAYMENT

4.01 CHAIN LINK FENCE

- A. Quantity: The quantity of chain link fence for which payment will be made will be for the actual length constructed in accordance with the Plans or as directed by the Engineer, measured in the place along the bottom line of the fabric, between centers of terminal posts.

- B. Payment: Payment will be made for the quantity as above determined, measured in linear feet, at the unit price bid in the Proposal for the item of PERMANENT FENCING, which price shall include cost of fence framework; fabric; fittings; gates; privacy slats; and all else necessary or incidental to a complete installation, ready for use by the OWNER.

SECTION 35

SEEDING

PART 1 GENERAL

1.01 DESCRIPTION

A. Work included:

1. Restoration of all grass areas disturbed by Contractor's operations.
2. Preparation of subgrade.
3. Furnishing and placing (Certified Clean) topsoil.
4. Seeding.
5. Fertilizing.
6. Mulching.
7. Maintenance.

B. Related Work:

1. Other sections of the specifications, not referenced below, shall also apply to the extent required for proper performance of this work.
2. *Section 33: Excavating, Filling and Grading*

C. References:

1. New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, and all amendments thereto (Standard Specifications).

1.02 SUBMITTALS

A. Comply with provisions of Section 8 Shop Drawings, Product Data and Samples.

B. Manufacturer's product data:

1. Complete materials list of all materials proposed to be furnished and installed under this section.
2. Specifications and other data required to demonstrate compliance with the specified requirements.
3. Manufacturer's descriptive literature and printed application instructions for erosion control mulching blanket.

C. Delivery slips:

1. Delivery slips showing and certifying that the material meets the current NJDEP Residential Direct Contact Soil Remediation Standards for clean fill consistent with NJDEP regulations at N.J.A.C. 7:26D-4.2 and N.J.A.C. 7:26E-2.
2. Accompany all shipments of topsoil with delivery slip showing the product weight and name of supplier.

3. Each shipment of grass seed mixture shall be accompanied by a certified weight slip and an analysis of the composition, purity, and germination of the seed mixture, certified by the seed house and furnished at the time of delivery. All tags and labels shall comply with N.J.S.A. 4:8-17.15.
 4. Each shipment of fertilizer shall be accompanied by a certified analysis of the composition in compliance with the requirements of P.L. 2010, c. 112 (N.J.S.A.58:10A-61, et. seq.).
 5. Submit delivery slip to the Engineer at end of each working day.
- D. Test reports:
1. Submit results of test report for pH analysis of soil, and when ground limestone is required, the total amount of magnesium and calcium oxides required.
- E. Submit copy of Professional Fertilizer Applicators' license.
- F. Manufacturer's recommended installation procedures.

1.03 QUALITY ASSURANCE

- A. Qualifications of manufacturer:
1. Products used in the work of this section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Engineer.
- B. Qualifications of workmen:
1. Fertilizer shall be applied by or under the supervision of a Professional Fertilizer Applicator certified in accordance with the requirements of P.L. 2010, c. 112 (N.J.S.A.58:10A-61, et. seq.).
 2. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 3. Provide adequate numbers of workmen skilled in the necessary crafts and properly informed of the methods and materials to be used.
 4. In acceptance or rejection of the work of this section, the *ENGINEER* will make no allowance for lack of skill on the part of workmen.
- C. Basis of acceptance:
1. The manufacturer's installation instructions will provide the basis for acceptance or rejection of the work performed under this section.

1.04 PRODUCT DELIVERY STORAGE AND HANDLING

- A. Comply with provisions of *Section 20: Storage and Protection*.
- B. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the installed work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval by the Engineer and at no additional cost to the Owner.

- D. Delivery and storage: Deliver all materials to the job site in their original unopened containers with all labels intact and legible at time of use. Store in strict accordance with the manufacturer's recommendations as approved by the Engineer.

1.05 PROJECT CONDITIONS

- A. Environmental requirements:
 - 1. Plant seed on unfrozen soil. Soil shall be friable condition at time of seeding.
 - 2. Do not perform seeding when wind exceeds 15 mph.
 - 3. Do not seed between calendar dates from May 15th to August 15th, and from October 15th to March 1st, except when weather and soil conditions are favorable as determined by the Engineer.
 - 4. Do not apply synthetic plastic emulsion binder or vegetable-based gel binder during rain or freezing weather.
- B. Perform mulching only after preceding related work is accepted.
- C. Restrict foot and vehicular traffic from mulched areas to end of maintenance period.
- D. Disturbed areas that will be exposed in excess of 10 days shall be temporarily seeded and/or mulched until proper weather conditions exist for establishment of a permanent vegetative cover. [N.J.A.C. 7:22-10.11(c) 3]

1.06 GUARANTEE

- A. If a satisfactory stand of lawn and grass has not been produced, the Contractor shall renovate and reseed the lawn and unsatisfactory portions thereof immediately, or if after September 1, during the next planting season. If a satisfactory stand of lawn and grass develops by July 1 of the following year, it will be accepted. If it is not accepted, a complete replanting will be required during the planting season meeting all of the requirements specified under CONSTRUCTION METHODS.
- B. A satisfactory stand is defined as a section of lawn that has:
 - 1. No bare spots larger than one (1) square foot.
 - 2. Not more than five (5) percent of total area with bare spots larger than one-half (½) square foot.
 - 3. Not more than ten (10) percent of total area with bare spots larger than 6 inches square.

PART 2 PRODUCTS

2.01 GENERAL

- A. Products: Whenever materials or equipment are described using a certain brand, make, supplier, manufacturer or by specification, such naming shall be regarded as a standard and be intended to convey function, design features, general style, type, materials of construction, character and quality of material or equipment, serviceability and other described essential characteristics.
- B. Other materials may be considered by the Engineer.

2.02 TOPSOIL

- A. Every load of incoming fill material shall meet current NJDEP Residential Direct Contact Soil Remediation Standards and be certified by the Generator/Agent as clean fill consistent with NJDEP regulations at

N.J.A.C. 7:26D-4.2 and N.J.A.C. 7:26E-2. Delivery slips showing and certifying that the material meets this criterion shall be provided for each load of material delivered to the site.

- B. Topsoil shall not contain stones, lumps, roots, or similar objects larger than 2 inches in any dimension and shall have not less than a 5.8 pH value. When the topsoil has less than a 5.8 pH value, it shall be increased by applying pulverized limestone at a rate necessary to attain a 6.5 pH value. When the topsoil has greater than a 7.0 pH value, it shall be decreased to attain a 6.8 pH value. The method to decrease the soil pH shall be submitted for approval before work.
- C. Unacceptable Topsoil Sources.
1. Material stripped from the following sources shall not be considered suitable for use as topsoil:
 - a. Soils having less than 4.1 pH value or greater than 7.0.
 - b. Chemically contaminated soils.
 - c. Areas from which the original surface has been stripped and/or covered over such as borrow pits, open mines, demolition sites, dumps, and sanitary landfills.
 - d. Wet excavation.
 2. Topsoil furnished from sources outside the limits of the Project shall have a minimum organic content of not less than 2.75 percent by weight. When the organic content is less than 2.75 percent, it shall be increased by adding peat conforming to Subsection 917.02.02 at a rate necessary to attain this minimum organic content. The organic content of soils will be determined according to AASHTO T 194 except that the sample is to be taken from oven-dried soil passing a No. 10 sieve. The organic content of all topsoil used for planting shall conform to the requirements specified above.
- D. Gradation of Topsoil Sources:
1. The gradation of the topsoil furnished from sources outside the limits of the Project will be determined using the Bouyoucos Hydrometer Analysis conforming to AASHTO T 88. The gradation of the topsoil shall be within the following:
 - a. Not more than 20 percent of the material submitted from an off-site sample shall be retained on a No. 10 sieve.
 - b. If more than one-half of the sand is smaller than 20 mils:

	Percent
Sand (80 mils to 2 mils)	40 - 80
Silt (2 mils to 0.2 mils)	0 - 30
Clay (0.2 mils and smaller)	0 - 30
 - c. If more than one-half of the sand is larger than 20 mils:

	Percent
Sand (80 mils to 2 mils)	40 - 80 or 40 - 75
Silt (2 mils to 0.2 mils)	0 - 30 or 0 - 30
Clay (0.2 mils and smaller)	15 - 30 or 0 - 30
 2. Material outside these ranges is not suitable for use as topsoil.

2.03 SOIL CONDITIONERS

- A. Fertilizer: Conforming to Subsection 917.02 of the Standard Specifications and the requirements of P.L. 2010, c. 112 (N.J.S.A.58:10A-61, et. seq.).

- B. Organic material: Conforming to Subsection 917.02 of the Standard Specifications and the requirements of P.L. 2010, c. 112 (N.J.S.A.58:10A-61, et. seq.).
- C. Lime: Conforming to Subsection 917.02 of the Standard Specifications and the requirements of P.L. 2010, c. 112 (N.J.S.A.58:10A-61, et. seq.).

2.04 HAY OR STRAW MULCH

- A. Hay:
 - 1. Use clean timothy, redtop, or native grasses approved by the Engineer.
 - 2. Not ground or chopped into short pieces.
- B. Salt hay:
 - 1. Use clean salt meadow grasses approved by the Engineer.
 - 2. Not ground or chopped into short pieces.
- C. Straw:
 - 1. Threshed, unrotted stalks of rye, barley, or wheat; relatively free from seeds, noxious weeds, and other foreign material.
 - 2. Not ground or chopped into short pieces.
- D. Hay and straw mulch binder materials:
 - 1. Vegetable based gels:
 - a. Materials which can be classified as naturally occurring powder based hydrophillic additives formulated to provide gels, which when applied under satisfactory curing conditions, will form membraned networks of water insoluble polymers. Physiologically harmless and not having phytotoxic or crop damaging properties.
 - 2. High polymer synthetic plastic emulsion:
 - a. Miscible with all normally available water when diluted to any proportion. No longer soluble or dispersible in water after adequate drying, but tacky until grass seed has germinated. Physiologically harmless, and not having any phytotoxic or crop damaging properties.

2.05 SEED MIXTURE

- A. New Jersey State Highway Department Type "A-4" Seed Mixture for General Purposes:

KIND OF SEED	CULTIVAR	PERCENT OF TOTAL WEIGHT OF MIXTURE
Spreading Fescue	Fortress	30
Chewing Fescue	Banner	30
Kentucky Bluegrass	Kenblue	30
Perennial Ryegrass	Manhattan	10

- B. Use clean, dry, new crop seed, use certified seed.

2.06 WATER: POTABLE

2.07 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this section, shall be new, first quality of their respective kinds, as selected by the Contractor subject to the approval by the Engineer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that clearing, earthwork, grading and other preceding work affecting ground surface have been completed.
- B. Verify that trees, shrubs, and other plants to remain as part of final landscaping have been identified.
- C. Assure that area to be topsoiled is cleared, shaped, dressed, and approved by the Engineer.
- D. Verify that soil is unfrozen and within allowable moisture content.
- E. Do not proceed with topsoiling, seeding or mulching until conditions are satisfactory.

3.02 INSTALLATION

- A. Preparation of Subgrade: After rough grading is completed and before topsoil is spread, thoroughly scarify ground to minimum depth of eight (8) inches with a toothed ripping machine by running in two (2) directions at right angles over the entire surface to be planted.
- B. Topsoiling:
1. Topsoil shall be replaced with adequate amounts of topsoil material to restore the disturbed area to its original, pre-disturbance grade and depth of topsoil but not less than 5". [N.J.A.C. 7:22-10.11(e) 2]
 2. Spread topsoil over the prepared rough grade using a rubber-tired tractor with grader blade or equivalent not weighing more than 3½ tons.
 3. Place an even layer that will produce a prescribed compacted thickness of five (5") inches unless otherwise indicated.
 4. Provide required topsoil from approved sources located outside project limits if quantity of topsoil obtained from stripping is insufficient for the project requirements.
 5. Rake the topsoiled area to a uniform grade so that all areas drain, as indicated on the grading plan.
 6. Lightly compact with a cultipacker before planting grass.
 7. Remove stones, lumps, roots, and other objects larger than one (1) inch in any dimension from graded topsoil surface.
- C. Liming and fertilizing:
1. Apply lime uniformly at the rate of 135 lbs per 1,000 square feet with a mechanical spreader to the entire area for grass, or at the rate determined from soil test.

2. Apply commercial fertilizer at the rate of 12 lbs. per 1,000 square feet distributing uniformly with a mechanical spreader, or at rate determined from soil test.

D. Seeding:

1. Time of Seeding: Conduct seeding under favorable weather conditions during seasons which are normal for such work as given in the New Jersey Soil Erosion and Sediment Control Standards, 2014, Revised 2017.
2. Broadcast half of seed with mechanical seeder.
3. Broadcast remaining half of seed at right angles to first seeding pattern, using same broadcast method.
4. Apply seed at the rate of 100 lbs/acre or 2.25 lbs/1000 SF.
5. Cover seed to depth of 1/8 inch by raking or other method approved by *ENGINEER*.
6. Roll seeded area with roller weighing maximum of 150 pounds per foot of width.
7. Water seeded area until water penetrates to a depth of 3 to 4 inches.
8. Finished seeded areas shall be smooth, even, and to prescribed lines and contour.

E. Mulching:

1. Apply straw mulch to seeded areas within five (5) days of seed application. [N.J.A.C. 7:22-10.11(e) 3]
2. Leave all mulch in place and allow to disintegrate, except remove excessive amounts of straw when directed by the *ENGINEER*.
3. Spread hay or straw uniformly in layer 1 to 1½ inches thick, loose measurement.
4. Bind mulch in place using vegetable-based gels or synthetic emulsion.
5. In areas where pedestrian traffic would make use of binder objectionable, *ENGINEER* may direct spreading of small quantities of topsoil on the mulch as an alternative method of securing the mulch in place.

3.03 LAWN ESTABLISHMENT

A. Watering:

1. Keep soil moist during seed germination period.
2. Method of watering shall provide equal distribution and coverage to all areas seeded.
3. Contractor shall water area to a depth of 2" once a week until final acceptance.

B. Mowing: Mow unacceptable weedy areas in fertilized and seeded areas as directed by *ENGINEER* if, prior to the establishment of a satisfactory stand of grass, an excess amount of weed growth becomes established. Mow at Contractor's expense.

C. Relime, refertilize, reseed and remulch as directed by the Engineer, all seeded areas which become eroded or otherwise disturbed; or which require mowing of weedy areas in order to establish acceptable turf.

- D. Relime, refertilize, reseed and remulch as directed by the Engineer, spots larger than one square foot not having uniform stand of grass practically weed free, and not containing plants in reasonable proportion to the various kinds of seed in the grass seed mixture.
- E. Perform all lawn establishment work in accordance with the specifications without additional compensation.
- F. Establishment period to extend until acceptance of project by the Engineer.

3.04 MAINTENANCE

- A. Maintenance Period: Begin maintenance immediately after each portion of lawn is planted and continue until project acceptance.
- B. Maintenance Operations: Water to keep surface soil moist. Repair washed out areas by filling with topsoil, liming, fertilizing, and seeding. Replace mulch on banks when washed or blown away. Repair fence, mow to 2 inches after grass reaches 3 inches in height, and mow frequently enough to keep grass from exceeding 3½ inches.

3.05 CLEANING

- A. Immediately clean spills, soil, and conditioners on paved and finished areas
- B. Distribute, stockpile, or haul topsoil in excess of the quantity required for the project as directed by the Engineer.
- C. Dispose of protective barricades and warning signs at termination of maintenance period.

PART 4 - PAYMENT

4.01 TOPSOILING, FERTILIZING AND SEEDING

- A. Quantity: The quantity for which payment will be made will be for the area actually topsoiled to the required depth, fertilized, seeded and mulched as specified and shown on the Plans, or as directed by the Engineer.
- B. Payment: Will be made for quantity as above determined, measured in square yards, at price per square yard bid for the item of *SEEDING* in the Proposal, which prices shall include cost of preparation of the topsoil subsoil; preparing stripped material for topsoil and placing it; furnishing, cleaning and placing topsoil obtained from sources outside the project limits including furnishing and incorporating peat, if required; grading the topsoil; raking as required; retopsoiling and regrading of areas which become eroded or otherwise disturbed; furnishing and placing seed mixture, lime, fertilizer, mulch, raking; rolling; reliming; refertilizing, and reseeding where required; watering; mowing; and all other work specified and shown on Plans.

Appendices