

**BOROUGH OF
WATCHUNG SOMERSET
COUNTY, NEW JERSEY**

REQUEST FOR BIDS

FOR

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING
MATERIAL**



**James Damato, Borough Administrator
Edith Gil, Borough Clerk**

Release Date: April 18, 2024

Due Date: May 10, 2024

Potential Council Action: May 16, 2024

Return bids to: James J. Damato, Borough Administrator
Borough of Watchung
15 Mountain Boulevard
Watchung, New Jersey 07069

ADVERTISEMENT FOR BIDS
BOROUGH OF WATCHUNG
COUNTY OF SOMERSET
NEW JERSEY

PUBLIC NOTICE is hereby given that sealed bids will be received by the **Borough of Watchung**, in the County of Somerset, for the furnishing of the hereinafter described labor, material and equipment for **Proposed Removal and Disposal of Asbestos Containing Material, in the Borough of Watchung, NJ** (hereinafter, the "Project") and opened and read in public at the Borough Hall, **15 Mountain Blvd., Watchung, NJ, on May 10, 2024, at 11:00 a.m.** prevailing time. Bids to be received for this work shall be Combined/Lump Sum Bids for all the work required.

Bid documents may be examined at the office of Potter Architects, LLC, 410 Colonial Avenue, Union, New Jersey 07083, during business hours. A copy thereof may be procured in person only on or after April 18, 2024, at the Borough Hall for the purpose of bidding. Bidders shall notify Borough Hall in advance prior to obtaining bid documents (Plans and Project Manual) by calling Borough Hall at 908-756-0080 x213. Bid documents will not be mailed. Cash or check to the order of the Borough of Watchung in the sum of \$100 for a paper copy, is required, which is non-refundable. Neither Owner nor Consultants assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of bid documents, or copies of bid documents obtained in electronic media form, internet plan rooms or other internet plan sites, or copies of bid documents obtained from any source other than the Borough of Watchung.

All bids must conform to the "Request for Bids" and "Specifications" and Bids must be submitted on standard bid forms contained on page 21 of the Request for Bids. All bid must be in the manner designated by the Project Manual, must be enclosed in sealed envelopes bearing the name and address of the bidder, the contract being bid on the outside thereof, addressed to Owner and should be delivered in person to the Owner. Owner will not be responsible for bids sent by mail, delivery service or other third parties.

*****There will be a Pre-Bid Meeting** at the Watchung Library, 12 Stirling Road, Watchung, NJ on April 26, 2024 at 10 AM, prevailing time, for the purpose of observing the work site, discussing the bid documents and expected procedures, and to review questions posed by Bidders. Attendance at the Pre-Bid Meeting is strongly encouraged, but not mandatory.

Each bid shall be accompanied by the following:

1. **The Owner requires that all Bidders submit with their Bids an unconditional certified check, cashier's check, or bid guarantee in an amount of ten percent (10%) of the Bidder's Base Bid, but not in excess of \$20,000. Such bid guarantee serves as a guarantee that, should a Bidder's bid be accepted, the Bidder will execute and comply with the Contract. Within ten (10 Days after delivery to the Owner of a Contract executed by the selected Bidder, together with all other items that may be required to be submitted therewith, the Owner shall return the Bid guarantee to each unsuccessful Bidder.**

If the selected Bidder fails to execute the Contract or to provide all guarantees, insurance and other items required, the funds represented by such Bidder's Bid guarantee shall be released to the Owner and become and remain the property of the Owner. Delivery of the Bid guarantee constitutes the Agreement of the Bidder and the surety or other entity that issued the Bid guarantee that such amount shall be released to the Owner in such event.

All Bid guarantees must be issued by a surety licensed to issue such guarantees in the State and must be acceptable to the Owner. Certified or cashier's checks shall be drawn on a state or national bank rated "A" by at least two nationally recognized agencies. Checks shall be made payable to the Owner.

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1. Guarantee payable to the Owner that bidder, if awarded a contract, will enter into said contract. Guarantee shall be in the amount of 10% of the bid, but not in excess of \$20,000.00 and may be in the form of certified check, cashier's check or Bid Bond, as per NJSA 18A:18A-24.

2. Bidders must include a Certificate (Consent of Surety) from a surety company stating that it will provide the Bidder with a Performance and Payment Bond in such sum and form as is required in the Specifications.
3. *Affidavit showing Notice of Classification in accordance with the standards of and by the New Jersey Department of the Treasury, Division of Property Management and Construction, for bids \$20,000 and over, for prime Bidders and all subcontractors, dated prior to the date that Bids are received.*

Notices of Classification must include as a Prime Bidder: C092 Asbestos Removal/treatment

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Bid proposals for the above work will be received from bidders registered with the Division of Revenue and Department of Labor, and classified by the Department of Treasury, Division of Property Management and Construction and the NJSDA in the following trade(s):

4. A statement setting forth the names and addresses of all stockholders owning 10% or more of the stock in the case of a corporation, or 10% or greater interest in the case of a partnership, or acknowledgment that no person or entity has 10% or greater proprietary interest in the Bidder.
5. Other documentation as outlined in the bid documents.

Bidders are notified as follows:

Addendum may be issued by the Owner in accordance with the Project Manual up to seven (7) business days prior to receipt of Bids.

Bidders are notified that they must comply with the provisions of N.J.S.A. 34:11-56.37 and 34:11-56.38 et seq. (Wages on Public Works) and that the contract to be awarded in the case shall contain a stipulation that the wage rate must be paid to workmen employed in the performance of the contracts shall not be less than the prevailing wage rate as determined by the Commissioner of the Department of Labor and Industry of the State of New Jersey.

Bidders are notified that they must comply with the provisions of P.L. 1999, c.238 (The Public Works Contractor Registration Act), which became effective on April 11, 2000, and P.L. 2004, c.57 (Business Registration of Public Contractors) which became effective on September 1, 2004.

Bidders are notified that they must comply with the provisions of N.J.S.A. 52:31-1 to 52:33-4, the statutes on the use of domestic materials on public work.

Bidders are put on notice that the Owner is an exempt organization under the provisions of the New Jersey State Sales and Use Tax (N.J.S.A. 54:32B-1 et. seq.) and is not required to pay sales tax.

Bidders are put on notice that they are required to comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et. seq. and with all provisions of N.J.S.A. 10:2-1 through 10:2-4 (Affirmative Action), and N.J.A.C. 17:27.

No Bidder may withdraw their Bid for a period of sixty (60) days after the date set for the opening thereof. The Owner reserves the right to consider the Bids for sixty (60) days after receipt thereof, and further reserves the right to reject any and all Bids and to waive any informalities in any Bid or Bids, and to make such awards as may be in the best interest of the Owner, pursuant to applicable law.

By order of the Borough of Watchung, , in the County of Somerset, New Jersey.

James J. Damato, Business Administrator
Watchung, NJ 07069

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**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

NOTICE TO BIDDERS

NOTICE TO BIDDERS is hereby given that sealed Bids are invited and will be received as set forth herein.

OWNER: Borough of Watchung, Somerset County, New Jersey

PROJECT TITLE & LOCATION: Removal & Disposal of Asbestos Containing Material, Watchung Public Library, 12 Stirling Road, Borough of Watchung, New Jersey 07069.

GENERAL DESCRIPTION OF PROJECT: The proposed work will be the removal and disposal of asbestos containing material in connection with the overall renovation of the Watchung Public Library located at 12 Stirling Road, Watchung, New Jersey.

ADDRESS FOR SUBMITTING BIDS: Please note that all bids are to be submitted to the Borough of Watchung Municipal Office, located at 15 Mountain Boulevard, Watchung, New Jersey 07069.

EXAMINATION OF CONTRACT DOCUMENTS: Contract Documents may be examined starting on April 18, Monday through Friday, except legal holiday, from 9:00AM to 4:00PM, only at the office of the Borough Clerk at the Borough of Watchung Municipal Office, located at 15 Mountain Boulevard, Watchung, New Jersey 07069.

OBTAINING CONTRACT DOCUMENTS AND BID SPECIFICATIONS: Contract Documents may be obtained only from the Borough Clerk's office in electronic format. The bidder must email Colleen Lange, Administrative Assistant, (clange@watchungnj.gov) to receive access to files for download.

BID SECURITY: Bid Security is required in an amount of not less than ten percent (10%) of the total amount of the Bid, but not in excess of Twenty Thousand Dollars (\$20,000.00) as set forth in N.J.S.A. 40A:11-21.

CONSENT OF SURETY: Certificate from a Surety Company is required indicating consent to be bound as surety and guarantor for performance required under the Contract Documents.

BID SUBMISSION PROCEDURES: Bids must be submitted on the Bid Form contained in the Contract Documents and must be enclosed in a sealed envelope plainly marked on the outside with the name of project and the name and address of the Bidder.

The Bid must be delivered to the Owner prior to Bid opening at the above address for submitting Bids. Bids will not be accepted after eleven o'clock in the AM, May 10, 2024.

CONTRACTOR REGISTRATION: Bidders are required to be registered by the New Jersey Department of Labor at the time bids will be received by the Project Owner pursuant to the Public Works Contractor Registration Act (P.L 2003, c. 91, NJ.S.A. 34:11-56.51). Effective September 1, 2004. Bidders are also required to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids will be received by the Project owner pursuant to the Business Registration Act (P.L2004, c.57, ttJ,3A52:32-44).

PUBLIC BID OPENING AND READING:

Date: May 10, 2024

Time: Eleven (11) O'clock in the AM

Place: Borough of Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey 07069.

Office: Borough Council Meeting Room
(Main entrance facing Mountain Blvd.)

STATUTORY REQUIREMENTS: Bidders are required to comply with applicable statutory requirements set forth in the Contract Documents including the requirements of NJ.S.A. 10:5-31, et seq. & NJ.A.C. 17:27-1.1, et seq. (Affirmative Action); P.L 1963, c. 150 (Prevailing Wage); Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.); and P.L2004, c.19 & P.L2005, c.271 (Pay to Play). In addition, effective August 1, 2005, P.L 2005, c.67 authorized a new form of change order called "Value Engineering Construction Change Orders." Please review these specifications to determine if this bid will involve this new form of change order for contracts that are estimated to exceed \$5,000,000.00.

REJECTION OF BIDS: The Borough of Watchung reserves the right to reject any or all Bids, or to waive any Bid defect where such defect is not detrimental to the best interest of Borough of Watchung and fairness of the bidding process. The right is also reserved to increase or decrease the quantities specified in the manner designated in the Contract Documents.

BY THE ORDER OF THE Borough of Watchung, Somerset County, New Jersey.

By: James Damato, Borough Administrator

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

INSTRUCTION TO BIDDERS

1. DEFINITION OF TERMS

1.1. The word "Owner" is used to designate the Borough of Watchung having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069, or its duly authorized representatives for whom the work described is to be performed.

1.2. The term "Contract Documents" means all documents contained in the "Specifications and Bid Documents" along with any addenda thereto, and also includes all Plans, Reports or other drawings or materials specifically referred to in the Contract Documents.

1.3. The word "Bidder" is used to designate any party submitting a Bid to perform the work specified in the Contract Documents. The successful Bidder selected by the Owner to perform the work specified under this Contract is also referred to as the Bidder.

1.4. The word "work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the obligations of the Contractor. The work may constitute the whole or a part of the Project.

2. BIDDERS TO EXAMINE CONTRACT DOCUMENTS AND VISIT SITE OF WORK

2.1. In accordance with the terms and conditions of the Contract Documents, the Bidder must do the following before submitting his Bid:

2.1.1. Examine the Contract Documents thoroughly.

2.1.2. Visit the site to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Contractor's may schedule and request access to the site.

2.1.3. Become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work.

2.1.4. Study and carefully correlate his own observations with the Contract Documents.

2.2. Bidders must carefully examine the Contract Documents and, in addition, must use whatever means may be necessary to completely satisfy themselves not only of the quantity of materials and labor and the extent and requirements of work, but also of the actual conditions under which the work specified is to be performed.

2.3. Bidders must use complete sets of Contract Documents in preparing bids. The Owner does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Bidders must carefully study and compare the Contract Documents with each other and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the bid is submitted.

2.4. Submission of a Bid by a Bidder is a representation that the Bidder has visited the site, has become familiar with the extent and requirements of the work and the actual conditions under which the work specified is to be performed, has correlated personal observations with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the work.

2.5. Failure on the part of Bidders to thoroughly acquaint themselves with all details of all work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

3. INTERPRETATION OF CONTRACT DOCUMENTS

3.1. If Bidders fail to fully understand any clause or requirement of the Contract Documents, inquiry must be made of the Borough Administrator for an interpretation in advance of the submission of the bid. Also, Bidders are required to promptly notify the Borough Administrator of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents or of the site and local conditions. Such inquiries or notices must be in writing and must be received by the Borough Administrator at least ten (10) days prior to the date fixed for the opening of bids, weekends and holidays excepted. Inquiries which are received less than ten (10) days prior to the date fixed for the opening of bids may not be answered. Answers will be issued in the form of addenda mailed or delivered to all parties known by the Borough Administrator as having received a set of the Contract Documents. Only those questions which are answered by written addenda are considered to be binding. Oral and any other interpretation which may be given will be considered as having no legal effect on either the Bidder or the Owner.

3.1.1. Receipt of Addenda must be acknowledged in the space provided for the purpose in the Bid Forms. If a Bidder does not acknowledge receipt of any Addenda, he will still be required to comply with said Addenda.

3.1.2. All Addenda become part of the Contract Documents and will take precedence over the original Contract Documents. Subsequent Addenda will take precedence over previously issued Addenda.

3.1.3 All bidders shall submit final requests for information and/or clarification by no later than April 28, 2024, close of business (4:00 p.m.). The Owner shall provide a final bid addendum no later than April 29, 2024 by close of business (4:00 p.m.) The Bid Opening shall remain on May 10, 2024 (11:00 AM prevailing time).

3.2. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one (1) statement and appears in another is not intended to affect the interpretation of either statement.

4. QUANTITIES ARE APPROXIMATE

4.1. The quantities of the various kinds of work to be done and materials to be furnished, as stated in the Contract Documents, are approximate. The quantity of materials actually to be furnished may be varied to suit the requirements of the work and the statement of approximate quantities in the Contract Documents in no way relieves Bidders from ascertaining independently and on their own account the amount of materials and labor to be furnished.

4.2. Increases or decreases in the quantities for unit prices that are twenty percent (20%) or less of the bid quantity shown in the Bid or subsequently amended, will not be regarded as sufficient grounds for an increase nor decrease in the unit prices bid, nor for claims for anticipated profits, nor for loss of profit, nor for other damages, nor for an extension of time allowed for completion of work.

5. LABOR LAWS

5.1. All Bidders are advised to inform themselves as to the requirements of Federal, State of New Jersey, and local laws governing the employment of labor. Bidders are required to comply with all such laws and regulations. Attention is called to the provisions of the laws covering hours of work and minimum wages and Bidders are advised to inform themselves of these requirements.

6. BID SECURITY & BID FORM

Bid security must be in the form of a certified check, cashier's check or bid bond, binding the bidder to execute a contract and furnish the required performance and payment bonds within ten (10) days after notification of acceptance of the bid.

6.1. Bids must conform in every respect to all the material conditions stated in the Contract Documents.

6.2. Bids must be submitted upon the Bid Form included in the Contract Documents. The Bid Form that is submitted must be fully filled out. The prices must be written and also stated in figures. All forms must be filled out in ink. Failure on the part of any Bidder to conform to these

requirements may be deemed, in the sole discretion of the Owner, cause for the rejection of his Bid as non-responsive.

7. REJECTION OF BIDS

7.1. The Owner may disqualify a Bidder in accordance with N.J.S.A. 40A:11-4 if the Owner has had "prior negative experience" with the Bidder. In addition, Owner reserves the right to reject any Bid that does not conform with the Contract Document requirements. A-3

7.2. In the event the Owner rejects any or all Bids for any reason whatsoever, the Bidders are not be entitled to any compensation in connection with the preparation and submittal of the Bid or for any profits that might be anticipated had the Contract been awarded to the Bidder.

7.3. The Owner will reject a bid on any contract for public work if the contractor or its subcontractor is not registered pursuant to the Public Works Contractor Registration Act, P.L. 2003, c. 91, N.J.S.A. 34:11-56.51 and the Business Registration Act, P.L.2004, c57 (N.J.S.A.52:32-44).

8. Not applicable- Deleted

9. AWARD OF CONTRACT

9.1. In evaluating Bids, the Owner will consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements.

9.2. The Owner may consider operating costs, maintenance requirements, performance data, and guarantees of materials and equipment.

9.3. The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders to complete the work in accordance with the Contract Documents to the satisfaction of the Owner within the Contract time.

9.4. Bidders are hereby advised that the Contract, if awarded, will be awarded to the "lowest responsible Bidder" based upon the evaluation by the Owner.

9.5. Bid Award Scenarios

9.5.1. Reject all Bids

9.5.2. Award Base Bid only

9.5.3. Award Base Bid plus Alternate Bid A

10. TIME OF THE ESSENCE

10.1. The Contractor must complete all work under the Contract and specified portions thereof within the time specified in the Contract Documents. The time so designated, upon award of the Contract, will be considered to be the essence of the Contract.

10.2. Time being of the essence of this Contract, the Bidder will, after being notified by the Owner to commence work, prosecute the work diligently using such means and methods as will ensure completion within the time designated therefore.

10.3 The attention of the Bidder is specifically directed to the portions of the Contract Documents regarding damages for failure to complete the work within the specified time.

11. SUBCONTRACTORS

11.1. The Bidder must comply with N.J.S.A. 40A:11-16 and must provide the name or names of all subcontractors to whom the Bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work; steam and hot water heating and ventilating apparatus, steam power plants and kindred work; electrical work; and structural steel and ornamental iron work, each which subcontractors must be qualified in accordance with P.L. 1971, c.198 (C.40A:11-1 et seq.).

11.2. The Bidder must not submit a Bid listing alternative Subcontractors for the same task. The Bidder must list only the name of a single Subcontractor, and no substitutions will be permitted unless approved in writing by the Owner. Please note that substitutions are strongly discouraged; therefore, bidder must demonstrate a valid and reasonable excuse for the request for substitution. The Owner will automatically reject any Bid listing alternate subcontractors.

12. PRE- CONSTRUCTION CONFERENCE

12.1. The Bidder must attend a conference, scheduled by the Owner, after the execution of the Contract and prior to the start of any work, to discuss the scheduling and performing of the Work under this Contract. Representation of the Bidder at this conference must be by a person or persons authorized to act on the Bidder's behalf.

13. APPLICABLE LAWS AND SAFETY REGULATIONS

13.1. The attention of the Bidder is especially directed to the provisions of federal, state, county and municipal laws, statutes and regulations that may apply to the Work, including in particular all safety regulations. All pertinent laws, statutes, ordinances and regulations must be obeyed and complied with by the Bidder, his subcontractors, and all of his representatives.

13.2. In the performance of the Work under this Contract, all provisions of federal and New Jersey State Labor Laws must be complied with by the Bidder.

13.3. The Bidder must also comply with all current requirements promulgated under the New Jersey Department of Labor and Industry's Bureau of Engineering and Safety Regulations; Title 12, of the New Jersey Administrative Code.

13.4. In accordance with generally accepted practices, the Bidder must be solely and completely responsible for conditions in, on, and near the job-site, including the safety of all persons and property affected in any way by his operations, during performance of the work. This requirement will apply continuously 24 hours per day, and will not be limited to normal working hours. The Bidder will be solely responsible for the construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work and any health and safety precautions required by any regulatory agencies.

13.5. The duty of the Owner or its authorized representative to conduct a review of the Bidder's performance does not include review of the adequacy of his safety measures in, on, or near the site.

14. INSURANCE AND INDEMNITY BY THE BIDDER

14.1. The Bidder must, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Owner, its officers, employees and agents, against any loss, liability, claims or demands (including death and/or property damage) arising out of or resulting, in whole or in part, from the Bidder's performance of this Contract.

14.2. The Bidder must provide insurance required by the Contract Documents to completely protect and save harmless the Owner, consultants of the Owner, and agents and employees of any of them, from any and all losses, liens, claims, suits, judgments, and proceedings of whatever nature arising out of the conduct of the Work or the performance of this Contract.

14.3. All insurance that will be required to be maintained by the Bidder must be in the amounts and for the coverage's specified herein and with such insurance companies as approved by the Owner. Insurance companies must be licensed to do business in the State of New Jersey.

14.4. Certificates of insurance must name the Owner, consultants of the Owner, and agents and employees of any of them, as additional insured, as required by the Contract Documents. Should any Work proceed without the submission of a Certificate of Insurance, such allowance will not be deemed a waiver of these insurance requirements and the Bidder will nevertheless be responsible for providing for such coverage.

15. MAINTENANCE OF FINANCIAL RECORDS

The Bidder and all subcontractors must maintain their books, records, financial documents and all other financial records relevant to the Project pursuant to the Contract in accordance with generally accepted accounting principles.

16. ACCESS TO PROJECT RECORDS

Representatives of the Owner and its agents must have access to all work while in preparation or progress, off or on the site and the contractor and all subcontractors must provide proper and safe facilities therefore, including but not limited to ladders, scaffolds and protective equipment. The Owner, or any of its duly authorized representatives must have access to any such books, documents, papers and records relevant to the project maintained by the bidder and all subcontractors for the purpose of making audit examinations, excerpts and transcriptions. The contractor and all subcontractors must preserve and maintain such records during project construction and for a minimum of three years after final payment by the municipality. The contractor's facilities and records will also be subject at all reasonable times to inspection and audit by the Owner and its duly authorized representatives during the period of performance of the Contract Work and three (3) years thereafter.

17. BONDS

The successful Bidder will be required to furnish bonds as follows:

17.1. Performance Bond and Payment Bond in a sum equal to one hundred percent (100%) of the full amount of the Contract, as required by section 103.05 of these specifications.

18. MANDATORY CONTRACT DISPUTE PROCEDURES

The Bidder agrees to Mandatory Contract Dispute Procedures required by N.J.S.A. 40A:11-50, as described below. In an effort to resolve any disputes that arise during the construction of the project or following the completion of the project, the Bidder and Owner agree that all disputes between them arising out of or relating to the performance of the work described in the Contract Documents will be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation must be filed in writing with the other party to the Contract and with the American Arbitration Association. The parties must share the mediator's fee and any filing fees equally. The mediation must be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof. The Bidder further agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements. Nothing in this section will prevent the Owner from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section will not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (C:40A:11-1 et seq.).

19. CONTRACTOR REGISTRATION REQUIREMENTS

Pursuant to the Public Works Contractor Registration Act (P.L. 1999, c. 238, specifically P.L. 2003, c. 91 or N.J.S.A. 34:11- 56.51), bidders must be registered with the New Jersey Department of Labor at the time bids are received by the Project Owner. This section only applies if this Project is a “Public Work” Project as defined in the Act. Pursuant to the Business Registration Act (P.L.2004, c.57, N.J.S.A. 52:32-44), bidders are also required to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids are received by the Project Owner.

20. AMERICANS WITH DISABILITIES ACT

All Goods, Services, Material and Construction Furnished by Bidder must be in strict compliance with the Americans with Disabilities Act (42 U.S.C. 12101, et seq.).

CONTRACT

BOROUGH OF WATCHUNG SOMERSET COUNTY, NEW JERSEY

REMOVAL & DISPOSAL OF ASBESTOS CONTAINING MATERIAL

THIS AGREEMENT is entered into as of the ____ day of _____, 20__ by and between the BOROUGH OF WATCHUNG, located at the Watchung Municipal Building, 15 Mountain Boulevard, Watchung, New Jersey 07069 (hereinafter referred to as the "BOROUGH"), and _____ (hereinafter referred to as the "CONTRACTOR") with principal offices located at _____, in the County of ____ State of _____.

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree, the **BOROUGH** for itself and for its successors and assigns, and the **CONTRACTOR** for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I

SCOPE OF WORK

The **CONTRACTOR** shall furnish all labor, materials and equipment and perform all work in the manner provided by the Specifications, for the removal and disposal of asbestos containing material from the Watchung Public Library, located at 12 Stirling Road, Watchung, New Jersey.

Section 1.1 Performance. All work done by the **CONTRACTOR** shall be performed in accordance with the Specifications and this Contract subject to any **BOROUGH** approved changes therein.

1. **CONTRACTOR** covenants that all the work shall be done in a good and workmanlike manner and that all materials furnished and used in connection therewith shall be new and approved by the **BOROUGH**.
2. **CONTRACTOR** shall provide competent supervision of the work and shall cause the work to be performed in strict and complete accordance with the general

conditions and specifications and all things indicated or implied there from.

3. All work shall specifically include that described in these Instruction to Bidders and the Specifications prepared by Westchester Environmental, LLC.

ARTICLE II

CONTRACT TERM: TIME OF PERFORMANCE

Section 2.1 Contract Term. The Contract Term shall commence on upon **CONTRACTOR'S** receipt of the notice to proceed from the **BOROUGH** and cease upon the completion of the work, but in no event longer than _____ from the date of the notice to proceed.

ARTICLE III

GENERAL OBLIGATIONS, RESPONSIBILITIES AND WARRANTIES OF CONTRACTOR

Section 3.1 Equipment. **CONTRACTOR** represents to the **BOROUGH** that **CONTRACTOR** possesses appropriate equipment, expertise, and capability to complete the work described in this Contract and the Specifications.

Section 3.2 Services Performed. **CONTRACTOR** shall perform the work in accordance with this Contract, the Specifications, generally accepted standards of professional care, in compliance with all applicable federal, state, and local laws, statues, codes, rules and regulations.

Section 3.3 Safety and Precaution. **CONTRACTOR** shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the work to be performed under this Contract and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees, other persons affected thereby and property. **CONTRACTOR** is obligated to provide, operate and maintain all necessary equipment in accordance with all applicable laws and permits and in good proper working order so as to provide the work under this Contract in a reliable and safe manner. Any attempt by the **BOROUGH**, its employees and/or agents to enforce this provision, shall not thereby render the **BOROUGH**, its employees and/or agents responsible in any way for safety in connection with the **CONTRACTOR'S** performance under this Contract.

Section 3.4 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, **CONTRACTOR** shall maintain performance during all disputes or disagreements with the **BOROUGH** may otherwise agree in writing.

Section 3.5 Non-Discrimination in Employment. No Contract shall be awarded, nor moneys

paid there under to any **CONTRACTOR**, subcontractor or business firm, which has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasury of the State of New Jersey.

- a) All applicable federal and state non-discrimination laws and all Presidential Executive Orders covering non-discrimination laws shall be complied with by the **CONTRACTOR**, his subcontractors or any person on his behalf. **CONTRACTOR** shall comply with New Jersey Affirmative Action laws pursuant to P.L. 1975., c. 127 (N.J.A.C. 17:27).
- b) During the performance of this Contract, **CONTRACTOR** agrees as follows and further agrees to include the following in any subcontracts entered into in connection with the Work under the Contract Documents:
 - i) **CONTRACTOR** or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation. **CONTRACTOR** will take affirmative action to ensure such applicants are recruited and employed, and that employees treated during employment without regard to their age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation. Such action shall include, but not 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. **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Equal Employment Opportunity Officer setting forth provisions of this non-discrimination clause.
 - ii) **CONTRACTOR** or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation.
 - iii) **CONTRACTOR** or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or worker's representative, of **CONTRACTOR'S** commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv) **CONTRACTOR** or subcontractor agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

- v) **CONTRACTOR** or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with applicable employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable employment goals, promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
- vi) **CONTRACTOR** or subcontractor, where applicable, agree to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, religion, national origin, ancestry, marital status, sex or affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- vii) **CONTRACTOR** or subcontractor, where applicable, agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, religion, national origin, ancestry, marital status, sex or affection or sexual orientation and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- c) **CONTRACTOR** shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time in order to carry out the purpose of these regulations, and the **BOROUGH** shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).
- d) **CONTRACTOR** or subcontractor, where applicable, agrees that the provisions of N.J.S.A. 10:2-1 through 10:2-4 dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of the Contract Documents and are binding upon it.

ARTICLE IV

CONTRACT SUM

Section 4.1 The Contract Sum. The **BOROUGH** shall pay to the **CONTRACTOR**, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the general conditions, in accordance with the unit prices set forth in the Proposal. Said sum to be paid within thirty (30) days of the performance of work

and submittal of the Borough's required documentation.

ARTICLE V

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF BOROUGH

Section 5.1 Payments to Contractor. Subject to the availability and/or appropriation of sufficient funds, the **BOROUGH** will make payment to **CONTRACTOR** in the amount provided for in this contract.

Section 5.2 Deficient Service. Payment by the **BOROUGH** of any service shall not constitute a waiver or acceptance of any deficient services.

ARTICLE VI

INSURANCE

Section 6.1 Insurance. **CONTRACTOR** shall procure and maintain as its expense, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the work the **CONTRACTOR** shall furnish to the **BOROUGH** a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the **BOROUGH** showing that he has complied with this subsection. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be changed or canceled until thirty days written notice has been given to the **BOROUGH**. Upon request, the **CONTRACTOR** shall furnish the **BOROUGH** with a certified copy of each policy itself, including the provisions establishing premiums. The types and minimum limits of insurance are as follows: All liability policies will name the **BOROUGH** as an additional insured.

- A. Comprehensive General Liability Insurance – the minimum limits of liability for this insurance shall be as follows:

\$1,000,000.00 General Aggregate Bodily Injury and Property Damage.
\$1,000,000.00 Each Occurrence.

The insurance policy shall be endorsed to include broad form general liability, public liability, contractual liability and completed operations coverage.

- B. Comprehensive Automobile Liability Insurance – the Comprehensive Automobile Liability Policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

\$1,000,000.00 Limit of Liability per Accident.
\$1,000,000.00 Owned, Non-owned and Hired Uninsured/Underinsured Motorists.

- C. Umbrella Policy in the amount of \$2,000,000.00.

- D. Workers Compensation and Employer's Liability Insurance – Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

The CONTRACTOR shall furnish the BOROUGH with proper certificates of insurance executed by representatives of dully qualified insurance companies, doing business in the State of New Jersey. These companies shall issue insurance policies effective during the life of the Contract providing third party protection from injury or damages sustained by reason of carrying on the Work involved in the Contract. An endorsement shall accompany the certificate showing that the BOROUGH is additional insured. Further, this certificate shall so state that prior to any material change in coverage, or cancellation, the BOROUGH shall be sent thirty (30) days notice by registered mail.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification by Contractor. CONTRACTOR shall indemnify, save harmless and defend the BOROUGH and the County and their officers, commissioners, members,

employees and agents (the “**BOROUGH Indemnified Parties**”) from and against any and all liabilities, claims, actions, demands, losses, judgments, expenses, costs, damages, penalties, forfeitures, regulatory violations, sanctions and the costs and expenses incidental thereto (including, without limitations, costs of defense, settlement and reasonable attorneys’ fees) (hereinafter “Claims”), which the **BOROUGH Indemnified Parties** may hereafter incur, become responsible for, or pay out as a result of a settlement, judgment, order, award, or otherwise arising out of death or bodily injuries to any person, destruction or damage to any property, or any violation of government laws, regulations or orders caused or alleged to have been caused by and/or arising out of or relating in any way to, in whole or in part, **CONTRACTOR’S** performance and/or failure to perform its obligations under this Contract and/or any other activities

or conditions existing or occurring in the performance of this Contract that are not caused by the negligence or willful misconduct or the **BOROUGH** or its employees or subcontractors. The **BOROUGH** shall promptly give notice to the **CONTRACTOR** of all such claims of which it is aware and shall, without prejudice to any right the **BOROUGH** may have, give all assistance to the **CONTRACTOR** as may be reasonably required to enable **CONTRACTOR** to defend such claims. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.**

ARTICLE VIII

TERMINATION AND DEFAULT

Section 8.1 Termination. In addition to other paragraphs of this Contract which designate an event that shall be grounds for termination of this Contract, this Contract may be terminated by one of the following events:

- a) By mutual consent by and of the **BOROUGH** and **CONTRACTOR**;
- b) The **BOROUGH** reserves the right at any time during the term of this Contract to terminate the Contract upon seven (7) days notice in writing addressed to the **CONTRACTOR** at its address as herewith set forth. Such reservation of the right to terminate shall be exercised by the **BOROUGH** only in the event it shall determine that the services performed by the **CONTRACTOR** are not satisfactory. In the event the personnel to clear the public streets within a reasonable time after notice to commence work, the **BOROUGH** is hereby authorized by the **CONTRACTOR** to hire from any other source such additional equipment and

personnel as may, in the judgment of the Director of Public Works of the **BOROUGH**, be necessary to properly clear the streets and the **CONTRACTOR** agrees to reimburse the **BOROUGH** in hiring such personnel and equipment over and above the Contract price herein set forth.

Section 8.2 Events of Default by CONTRACTOR. In addition to other paragraphs in this Contract which designate an event that shall be grounds for termination of this Contract by the **BOROUGH** based upon action and/or inaction by **CONTRACTOR**, and which shall be deemed to constitute an Event of Default on the part of **CONTRACTOR**, the following shall also constitute an Event of Default on the part of **CONTRACTOR**;

- a) Failure of **CONTRACTOR** to timely perform, and/or **CONTRACTOR'S** breach of, any material obligation, or any covenant or warranty made by it, under the terms of this Contract;
- b) Any Act of Bankruptcy by **CONTRACTOR**;

Notwithstanding the foregoing, the **BOROUGH** shall have the right to engage the services of others to perform the work that would otherwise be undertaken by **CONTRACTOR**, in which event the **BOROUGH** shall owe no obligation to **CONTRACTOR** for any payment relating to said work undertaken by alternate means.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 Assignment. This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 9.2 Oral Agreement/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the **BOROUGH** and **CONTRACTOR** after all corporate or other action regarding the authorization

for such modifications, waivers or amendments have been taken.

Section 9.3 Severability. In the event that any provision of the Contract Documents shall for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the **BOROUGH** and the **CONTRACTOR** shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

Section 9.4 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the **BOROUGH** and the **CONTRACTOR** with respect to the bidding, services to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 9.5 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed and enforced under and in accordance with the laws of the State of New Jersey. Both parties consent to the courts of the State of New Jersey as the jurisdiction of any dispute under this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Contract to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST OR WITNESSED:

CONTRACTOR

Names:
Title:

By: _____
Name:
Title:

BOROUGH OF WATCHUNG

Edith Gil
Borough Clerk

By: _____
Ronald Jubin
Mayor

NOTE:

IN THE EVENT THAT THE CONTRACTOR IS A CORPORATION, THERE SHALL BE ATTACHED TO EACH COUNTERPART A CERTIFIED COPY OF A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORPORATION, AUTHORIZING THE OFFICER WHO SIGNS THE CONTRACT TO DO SO IN ITS BEHALF. IF A PARTNERSHIP OR INDIVIDUAL, TWO (2) WITNESSES ARE REQUIRED.

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**PROPOSAL FOR
REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

Contract Amount – Base Bid- lump sum

(Amount in Numbers)

(Amount in Words)

In witness whereof, the bidder has executed this bid and proposal and agrees to perform the work in accordance with the terms and conditions of the Contract Documents if awarded this contract.

Company name: _____

Address: _____

Date: _____ Telephone Number: _____

Print Name: _____

Signature: _____

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL
BID DOCUMENT SUBMISSION CHECKLIST**

To: Borough of Watchung

Failure to submit the following documents is a mandatory cause for the bid to be rejected.

Required With Submission of Bid

Initial Each Item Submitted With Bid
(Bidder's Initials)

Bid Proposal	
Bid Bond	
Consent of Surety	
Subcontractor Identification Form	
Bidder's and all Listed (or Named) Subcontractor's Certificate(s) of Certificate Of Public Works Contractor Registration	
Equipment Certification	
Stockholder Disclosure Certification / Statement of Ownership	
Affirmative Action Acknowledgement	
Non-Collusion Affidavit (this form must be Notarized)	
Americans With Disabilities Act Acknowledgement	
Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
Bidder Corporate Resolution (this form must be notarized)	
Bidder Qualification Form	
Insurance Certificate (for General Liability policy only)	
Disclosure of Investment Activities in Iran	
Pay to Play Certification	
Bidder's and all Listed (or Named) Subcontractor's Business Registration Certificate	
Prevailing Wage Declaration	

SIGNATURE: The undersigned hereby acknowledge and has submitted the above listed requirements.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

BOROUGH OF WATCHUNG SOMERSET COUNTY, NEW JERSEY

REMOVAL & DISPOSAL OF ASBESTOS CONTAINING MATERIAL

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS PL. 1975 CHAPTER 127 (N.J.A.C.17:27)

If awarded a contract, the Successful Contractor will be required to comply with the requirements of PL. 1975, Chapter 127 N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Successful Contractor shall present one of the following:

- 1) Appropriate evidence that the Contractor is operating under and existing federally approved or sanctioned affirmative action program; or
- 2) A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:24-4; or
- 3) An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Successful Contractor must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table Consisting of Forms provided by the Affirmative Action Office and Completed by Contractor in accordance with N.J.A.C. 17:27-7.

Contractors are referred to Paragraph 23 of Section B of the Contract Documents for a further description of the above requirements.

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE
AFFIRMATIVE ACTION REGULATIONS OF PL. 1975, CHAPTER 127.**

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF ASBESTOS
CONTAINING MATERIAL**

Contractor acknowledges that his firm is an Affirmative Action Employer and certifies compliance with all requirements:

(Name of Firm)

(Signature)

(Title)

(Address of Firm)

(Date)

AFFIRMATIVE ACTION ACKNOWLEDGEMENT

BOROUGH OF WATCHUNG SOMERSET COUNTY, NEW JERSEY

REMOVAL & DISPOSAL OF ASBESTOS CONTAINING MATERIAL

The following questions must be answered by all Contractors:

- 1) Do you have a Federally-approved or sectioned Affirmative Action Program?

Yes _____ No _____

If yes, please submit a photocopy of such approval.

- 2) Do you have a State Certificate of Employee Information Report approval?

Yes _____ No _____

If yes, please submit a photocopy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of PL. 1975, Chapter 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

NAME/TITLE: _____

NOTE: A contractor's proposal must be rejected as non-responsive if a contractor fails to comply with requirements of PL. 1975, Chapter 127, within the time frame stipulated.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in 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 or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted Borough employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted borough employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

NON-COLLUSION AFFIDAVIT

To: Borough of Watchung

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ [Name] am _____
[Official Position] of _____ [Bidder], the Bidder making the
bid for this project.

UPON MY OATH, I DEPOSE AND SAY:

1. That I executed the said proposal with full authority so to do;
2. That this proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of fair and open competition in connection with this engagement;
3. That all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Watchung Borough relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said engagement; and
4. That no person or selling agency has been employed to solicit or secure this engagement agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial of selling agencies of the proposer. (N.J.S.A. 52: 34-25).

(Type or print name of Affiant under signature)

Subscribed and sworn to before me this ____ day of _____, 20__

Notary public of

My Commission expires:

**BOROUGH OF WATCHUNG SOMERSET COUNTY,
NEW JERSEY**

**REMOVAL & DISPOSAL OF ASBESTOS
CONTAINING MATERIAL**

**SATEMENT OF OWNERSHIP
STOCKHOLDER DISCLOSURE CERTIFICATION N.J.S.A.
52:25-24.2 (P.L. 1977 c.33)
FAILURE OF THE BIDDER/RESPONDENT TO SUBMIT THE
REQUIRED INFORMATION IS CAUSE FOR AUTOMATIC
REJECTION**

CHECK ONE:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- ☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

- | | | |
|---|--|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Limited Liability |
| <input type="checkbox"/> Corporation | | |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other _____ | |

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: _____ Where incorporated: _____

Business Address:

Street Address City State Zip

Telephone # Fax# Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock of any classes, or who own 10% or greater interest therein.

Name	Home Address
------	--------------

Name	Home Address
------	--------------

Name	Home Address
------	--------------

CONTINUE ON ADDITIONAL SHEETS IF NECESSARY

☐ Yes

☐ No

Signature: _____ Date: _____

Printed Name and Title: _____

Sworn and
subscribed before
me this _____
day of _____ 20__

AMERICANS WITH DISABILITIES ACT

Equal Opportunities for Individuals with Disabilities

The Contractor and Watchung Borough do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 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 thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Borough pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the ADA. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the ADA during the performance of this contract, the Contractor shall defend the Borough in any action or administrative proceeding commenced pursuant to this ADA. The Contractor shall indemnify, protect and save harmless the Borough, 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 Borough grievance procedure, the Contractor agrees to abide by any decision of the Borough which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Borough or if the Borough 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 Borough 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 Borough or any of its agents, servants, and employees, the Borough shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the Borough or its representatives.

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

It is further agreed and understood that the Borough 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 Borough from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Name of Bidder: _____ Date: _____
(Person, Firm or Corporation)

By: _____
(NAME) (Title)

DISCLOSURE OF INVESTMENT ACTIVITIES IN RUSSIA-BELARUS AND IRAN

RFP Title: _____ Proposer: _____

PART 1: CERTIFICATION

Pursuant to Public Law 2022, c. 3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Russia-Belarus and Iran. If the Department of Treasury finds person or entity to be in violation of the principles which are the subject of this law, action shall be taken as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity. **Failure to**

complete the certification will render a respondent's proposal as non-responsive.

I certify, pursuant to Public Law 2022, c. 3, that the person or entity listed above, for which I am authorized to submit a proposal, nor any of the proposer's parents, subsidiaries, or affiliates (check each box if appropriate):

_____ is not providing goods or services of \$20,000,000 or more in the energy sector of Russia-Belarus and Iran, including a person or entities that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

_____ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to Watchung Borough under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN RUSSIA-BELARUS AND IRAN

Where appropriate, provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. Please provide thorough answers to each question. Provide an attachment if you need to make additional entries.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

PART 3: CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 Watchung Borough 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 Borough to notify the Borough 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 Watchung Borough and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

BUSINESS REGISTRATION COMPLIANCE

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) the contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**ALERT
FAILURE TO INCLUDE A COPY OF YOUR
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
IS CAUSE FOR MANDATORY REJECTION OF YOUR PROPOSAL**

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

**CERTIFICATE OF PUBLIC WORKS
CONTRACTOR REGISTRATION
(P.L. 1999, c.238)**

I. Pursuant to P.L. 1999, c.238, et al., specifically as amended in P.L. 2003, c. 91, N.J.S.A. 34:11-56.51, all Bidders are required to be registered by the New Jersey Department of Labor at the time bids are received by the Project Owner pursuant to the Public Works Contractor Registration Act.*

II. No bidder will list a subcontractor in a Bid Proposal for the contract unless the subcontractor is also registered pursuant to P.L. 1999, c. 238 at the time the bid is made.

III. No contractor or subcontractor will engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to the Act.

IV. Each contractor must, along with the bid submission, submit to the Project Owner the certificates of registration for the bidder and all subcontractors listed in the Bid Proposal.

* Any bidder who is not registered pursuant to the Act at the time bids are received must be automatically disqualified and the bid must be rejected.

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

BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

**PREVAILING WAGE COMPLIANCE
DECLARATION**

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination," is on file in the Engineer's office, included herein, and may be obtained directly from the New Jersey Department of Labor and Industry. Workers must be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may 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 must be liable to the Owner for any excess costs occasioned thereby. Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor must file with the Owner, written statements in form satisfactory to the commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement must be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

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

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

BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

BID BOND

Pursuant to N.J.S.A. 40A:11-21, all Bidders are required to submit a Bid Bond in the amount of 10% of the "Total Bid (including any alternatives)," but not in excess of \$20,000 and may be given, at the option of the Bidder, by certified check, cashier's check or Bid Bond.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, hereinafter called the Principal:

Principal Name: _____
Principal Address: _____

and the Surety:

Surety Name: _____
Surety Address: _____

A corporation duly organized under the laws of the State of _____ are held and firmly bound onto the Borough of Watchung, As Owner, in the penal sum of

(BID BOND - AMOUNT IN WORDS)

(BID BOND - AMOUNT IN NUMBERS)

that for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to Borough of Watchung a certain Bid, attached hereto and made a part hereof to enter into a Contract in writing for the following Project:

Removal & Disposal of Asbestos Containing Material

NOW, THEREFORE,

1. If said Bid must be rejected or in the alternate

2. If said Bid must be accepted and the Principal must execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and must furnish a Bond for the faithful performance of said Contract, and for the prompt payment of all persons performing labor or furnishing materials in the connection therewith, and must in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation will be void, otherwise the same will remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder will, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond will be in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have Hereunto set their hands and seal, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth below.

SIGNED AND SEALED this _____ day of _____, 20____.

	_____ PRINCIPAL	_____ (Seal)
_____ WITNESS	_____ TITLE	
	_____ SURETY	_____ (Seal)
_____ WITNESS	_____ TITLE	

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid by the Contractor, the receipt of which is hereby acknowledged, _____ (Name of Surety), a corporation organized and existing under the laws of the State of _____ (State of Incorporation), and licensed to do business in the State of New Jersey, consents and agrees that if the Contract for the Removal and Disposal of Asbestos Containing Material from the Watchung Library located in the Borough of Watchung is awarded to _____ (Name of Bidder), the undersigned Corporation must execute the Bond or Bonds required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized officer and its corporate seal to be affixed hereto this ____ day of _____, 20__.

BY: _____
NAME:

Attorney-in-Fact

IMPORTANT - A valid and effective Power of Attorney authorizing the Attorney-in-Fact to execute the Consent of Surety on behalf of the Surety for the full amount of the Bid Price must accompany the Consent of Surety.

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

**SUBCONTRACTOR IDENTIFICATION
FORM**

N.J.S.A. 40A: 11-16 provides that Bidders on projects concerning the construction, alteration or repair of any "public building" projects must provide "the name or names of all subcontractors to whom he bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors must be qualified in accordance with P.L. 1971, c.198 (C.40A:11 et seq.)." This requirement applies to any project for the erection, alteration or repair of a public building.

Identification & Nature of Work to be Completed by Subcontractor:

1) The plumbing and gas fitting and all kindred work

2) Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work

3) Electrical work

4) Structural steel and ornamental iron work

5) Any other Subcontractor Trade

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

**EQUIPMENT CERTIFICATION
(N.J.S.A. 40A:11-20)**

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION

If the Bidder owns, leases or controls all the necessary equipment required to complete the Project, the Bidder must complete Part 1.

If the Bidder does not own, lease or control all of the equipment necessary to complete the Project, the Bidder must complete Part 2.

PART 1

"This is to certify that I, the Bidder, signing and submitting the attached Bid and other Contract Documents, owns, leases or control all of the necessary equipment required to complete the work shown and described in the Contract Documents, Drawings and Specifications."

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

PART 2

"This is to certify that I, the undersigned, own or control the equipment required to complete the Project noted below and definitely grant or will grant the Bidder the control of said equipment during such time as may be required for that portion of the work described in the Contract Documents, Drawings and Specifications for which said equipment is necessary."

DATE _____

By: _____

Name: _____

Title: _____

Company Name: _____

Company Address: _____

LIST OF EQUIPMENT

(Bidder is required to list all equipment bidder intends to utilize for the purposes of this Project.)

(Attach additional sheets if necessary)

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

**ACKNOWLEDGMENT OF RECEIPT OF CHANGE TO BID
DOCUMENTS**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum.

Note that the local unit's record of notice to bidders will take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pickup, etc.)	Date Received

Acknowledgement by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

**BIDDER CORPORATE RESOLUTION
(Evidence of Authority to Bind Bidder Where Bidder is a Corporation or
Partnership)**

RESOLVED, that the following named Officers or Partners:

Be and hereby are authorized and empowered to sign and submit to the Borough of Watchung the attached Bid and other Bid Submission Documents and further that said Officers or Partners are authorized to execute the Contract and any other agreement or bond or statement necessary to fulfill the obligations required by the Contract Documents incurred by the acceptance of the Borough of Watchung of the Bid.

I hereby certify that the above constitutes a true copy of a Resolution or Partnership Agreement passed and approved by the Board of Directors or Partners at a meeting held on the _____ day of _____, 20__.

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____

Attested By:

Title: _____

Date: _____

ACKNOWLEDGMENT OF CORPORATION

STATE OF)
) SS:
COUNTY OF)

I certify that on _____ day of _____, 20____, _____
acknowledged under oath, to my satisfaction, that:

a) This person is the _____ secretary of
_____, the corporation described in the foregoing documents;

b) This person is the attesting witness to the signing of said documents by the proper corporate officer who is _____ the President of the Corporation;

c) The documents were signed and delivered by the Corporation as its voluntary act duly authorized by a proper corporation resolution;

d) This person knows the proper seal of the corporation which was affixed to said documents; and

e) This person signed this proof to attest to the truth of these facts.

Sworn and subscribed to
before me this _____ day
of _____, 20____,

Notary Public of New Jersey

ACKNOWLEDGMENT OF PARTNERSHIP

STATE OF)
) SS:
COUNTY OF)

I certify that on this _____ day of _____, 20__, before me personally came and appeared to me known and known to be one of the members of the Partnership of _____ described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm. Signed and sworn to before me on _____, 20__.

Sworn and subscribed to
before me this _____ day
of _____, 20__.

Notary Public of New Jersey

**BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL**

BIDDER QUALIFICATION FORM

Name of Bidder: _____

Address: _____

Phone: _____ Date: _____

1. How many years has your organization been in business under your present name?

2. Have you ever failed to complete any work awarded to you?

If so, where and why?

3. Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

4. Have any liens or lawsuits of any kind been filed against any of your contracts?

Yes _____ No _____

Give full details.

5. List surety companies which have previously bonded the Bidder (give name, address, and amount of bond)

6. List all uncompleted contracts currently held by the Bidder. State the Owner's name and the amount of the contract.

7. State all equipment owned by you for use in this contract.

8. The Bidder must state below, or on attached sheets, at least three (3) projects the Bidder has completed which are similar to this Project. The information provided by the Bidder must include the name of the Project, name of Owner, description of the Project, and dollar value of work completed. This information will be considered by the Owner to judge the Bidder's experience, skill and business standing.

9. Provide the name, address and phone number for references for the three (3) Projects listed above.

Name and Address

Telephone Number

Signature of Bidder's Authorized Representative: _____

Title: _____

Date: _____



SPECIFICATIONS
REMOVAL & DISPOSAL OF
ASBESTOS CONTAINING MATERIAL

from the

WATCHUNG PUBLIC LIBRARY
12 STIRLING ROAD
WATCHUNG, NJ 07069

Prepared For:

BOROUGH OF WATCHUNG
15 MOUNTAIN BOULEVARD
WATCHUNG, NJ 07069

Prepared By:

WESTCHESTER ENVIRONMENTAL, LLC
1248 WRIGHTS LANE
WEST CHESTER, PA 19380

APRIL 2024

Reviewed: _____
ASCM # 00127

Malle Ali

<p align="center">Asbestos Abatement Specifications for Watchung Public Library 12 Stirling Road, Watchung, NJ 07069</p>
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PART I - GENERAL

1.01. GENERAL

- A. Where conflicts described herein exist with directives specified in other sections, New Jersey Administrative Code (NJAC), Title 5 (Community Affairs), Chapter 23 (Uniform Construction Code), Sub Chapter 8 (Asbestos Hazard Abatement Subcode) - NJAC 5:23-8 (Sub Chapter 8) Regulations takes precedence.

1.02. EXAMINATION OF EXISTING EQUIPMENT TO BE SERVICED

- A. The Contractor shall familiarize himself with the equipment and locations to be serviced under this contract; and to have read all the contract documents. Failure to do so will not relieve the contractor of his obligation to furnish all labor and supplies necessary to carry out the provisions of this contract because of insufficient data or incorrectly assuming conditions nor shall claims be made on any misunderstanding about the nature, conditions, or character of the work to be done under this contract. The Contractor shall assume all risks resulting from any changes in the conditions which may occur during the progress of work.
- B. If the Contractor foresees problems or difficulties in performing and completing the work as specified, he shall contact the Consultant immediately.

1.03. DOCUMENTS

- A. The intent of the contract documents is to include all labor and materials, equipment, and transportation necessary for this work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.04. CONFLICTS IN DOCUMENTS

- A. Should Bidders find, during examination of the Contract Specifications, or after visit to site any discrepancies, omissions, ambiguities, or conflicts, in or among contract Documents, or be in doubt as to their meaning, he shall submit a question or request for clarification in writing to the Consultant's attention not later than seven (7) days before proposal due date. The consultant will review any questions and, where information sought is not clearly indicated or specified, will issue a clarifying Addendum which will become part of the Contract.

1.05. INSTRUCTIONS

- A. Unless otherwise provided in the Contract Documents, the Contractor shall be furnished with copies of specifications reasonably necessary for the work.
- B. The Contractor shall keep one copy of all specifications at the work site, in good order, available to the owner's representative.

1.06. SAMPLE AND MATERIALS

- A. Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the work together with samples. Of which samples may be subjected to tests to determine their quality and adaptability to the plans and specifications.
- B. The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with approved samples.

Westchester Environmental, LLC

1248 Wrights Lane., West Chester, PA 19380

610-431-7545, fax: 610-431-7543

<p align="center">Asbestos Abatement Specifications for Watchung Public Library 12 Stirling Road, Watchung, NJ 07069</p>
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1.07 SCOPE OF WORK

- A. The Work of the Contract comprises the performance and completion of all work within the time specified, including final cleaning up, the payment of all due obligations pertaining to the Project, the replacing of defective Work and materials and certificates of occupancy, all in accordance with the Plans and Specifications.
- B. Unless otherwise specified, the Contractor shall furnish all materials, tools, machinery, equipment, labor, superintendence, transportation, temporary construction, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver to the Owner a functional and operating Project in accordance with the Contract Documents within the time specified, and the cost thereof shall be included in the price bid for the various items scheduled in the Proposal.

1.08 FEES FOR TEM's

- A. All fees for rush service or for any necessary additional sets of TEM finals shall be paid to the consultant by the owner and will be deducted from the final payment due contractor.

1.09 CONTRACTORS RESPONSIBILITY FOR TEM'S

- A. The contractor is responsible for the costs of all subsequent re-testing should the initial set of finals fail. The Borough will pay for only one set of TEM finals; the contractor may however, at his discretion, elect to split the work area into different phases. Should this option be exercised, the contractor shall be responsible for the costs associated with all additional TEM finals.

1.10 SUPERVISION AND SUPERINTENDENCE

- A. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Document.
- B. The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of abatement. The Contractor shall be responsible for seeing that the finished work complies accurately with the Contract Documents.

1.11 COOPERATION WITH OTHER CONTRACTORS

- A. During the time that the Contractor or his subcontractors are carrying on their operations under this contract, other contractors and parties may be engaged in other operations on the site. The Contractor shall so conduct his operations as to work in harmony with, and not to endanger or avoidably interfere with or delay the operations of others, and shall utilize in the performance of this Contract, only such persons and employees as can be expected to cooperate and work in harmony with such other contractors, employees and parties as may be simultaneously working on the site.

1.12 LABOR, MATERIALS and EQUIPMENT

- A. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform the work as required by the Contract Documents. No personnel shall be regarded as competent except those skilled in their respective branches of labor.
- B. Workers whose work is unsatisfactory to the Owner or Consultant or who are considered by the Consultant to be careless, incompetent, unskilled or otherwise objectionable, shall be provided five (5) days written notice to the employee giving the worker the right to cure his deficiencies, unless in the opinion of the Owner or Consultant, the work product or skill level creates a current or future health and safety risk, in which case notice shall be verbal and immediate.

Westchester Environmental, LLC

1248 Wrights Lane., West Chester, PA 19380

610-431-7545, fax: 610-431-7543

<p align="center">Asbestos Abatement Specifications for Watchung Public Library 12 Stirling Road, Watchung, NJ 07069</p>
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- C. The Contractor shall take special note to be careful around any fire alarm sensors. Contractor shall have deducted from their final payment all costs associated with repairs/re-balancing of the fire alarm system.
 - D. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Specifications, all Work at the site shall be performed as determined at a later date.
 - E. The Contractor shall work overtime required to complete the project on schedule. A Watchung Borough representative must always be present with the contractor on site. The Contractor shall not enter the site without an AST present.
 - F. The Contractor shall furnish and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work. Water will be supplied by the Owner, but the Contractor will provide adequate connections and conduit for such. This equipment will be secured and maintained daily by the Contractor as such to prevent leakage or hazards.
 - G. Except where a generator is required, electric power will be supplied by the Owner, one connection per phase only. The Contractor will supply adequate connection and conduit for his work and additional connections for the consultants' use.
 - H. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If requested by the Consultant, the Contractor shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of material and equipment. **Only manufactured products of the United States shall be used in the work under this contract.**
 - I. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier, or distributor, except as otherwise provided in the Contract Documents.
- 1.13 EQUIVALENT MATERIAL AND EQUIPMENT
- A. Whenever material or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier, or distributor, the meaning of the item is intended to establish the type, function and minimum quality required.
 - B. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Owner if sufficient information is submitted by the Contractor to allow the Consultant to determine that the material or equipment is equivalent to that named.
 - C. Requests for review of substitute items of material and equipment will not be accepted by the Consultant from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make a written application to the Consultant for review thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same function as that specified.
 - D. The application will state whether acceptance of the substitute for use in the Work will require a change in the Drawing or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
 - E. All variations of the proposed substitute from that specified shall be identified in the application; and available maintenance, repair, and replacement service will be indicated.

<p align="center">Asbestos Abatement Specifications for Watchung Public Library 12 Stirling Road, Watchung, NJ 07069</p>
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- F. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs or redesign and claim of other contractors affected by the resulting change, all of which shall be considered by the Consultant in reviewing the proposed substitutes.
- G. Upon review of the Contractor's application the Consultant will make his recommendation to the Owner. No substitute shall be ordered or installed without written consent from the Owner. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guaranty or other surety with respect to any substitute.
- H. The Consultant will record time required in evaluating substitutions proposed by the Contractor and in making changes in the Drawings and Specifications occasioned thereby. Whether or not the Consultant recommends accepting the proposed substitute, the Contractor shall reimburse the Owner for the charges of the Consultant for evaluating any proposed substitute.
- I. No such application for substitutions shall be considered before the award of the contract.

1.14 SURVEYS, PERMITS, AND NOTIFICATIONS

- A. Permits and licenses for the execution of the Work shall be secured and paid for by the Contractor. These shall be submitted prior to the start of work. The Contractor shall pay for all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening bids. The Owner will hire an Asbestos Safety Control Monitoring (ASCM) Firm and pay for all scheduled costs for the ASCM services within the scheduled time frame (exclusive of liquidated damages and or failed TEM finals etc.)
- B. The asbestos abatement contractor is responsible for all additional costs, including labor, resulting from *repeating any initial round of TEM post-tests* for any work area exceeding the AHERA clearance standard.
- C. At the work's completion, the contractor is responsible for delivering to the Owner the certificate of occupancy obtained from the local construction official. The contractor shall be responsible for liquidated damages for every calendar day beyond the scheduled date of completion that the Certificate of occupancy is not delivered to the Owner.
- D. The contractor is encouraged to contact the local construction official to make arrangements in advance to ensure that there will be no delay in obtaining the certificate of completion once the AST has signed off.

1.15 LAWS AND REGULATIONS

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in variance therewith, the Contractor shall give the Consultant prompt written notice thereof. Upon receipt of such notification, the Consultant shall try to make applicable changes by appropriate modification to the Specifications or Drawings.
- B. Should a conflict arise between the Owner, Contractor and Consultant, the most stringent requirements or regulations take precedence.
- C. In the event a regulation or requirement is revised, added, deleted, or otherwise changed, the Contractor must abide by the current enforceable regulation or requirement and shall not be entitled to additional financial compensation because of such changes.
- D. Any notice from the Contractor to the Consultant and/or any resulting action of the Consultant shall not relieve the Contractor of his obligations.

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- E. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules, and regulations, and without such notice to the Consultant, the Contractor shall bear all costs arising there from.
- F. The Contractor shall be responsible for ensuring that all employees, including employees of such subcontractors and others involved with the Work, shall conduct themselves in compliance with all local laws and ordinances.

1.16 USE OF SITE

- A. The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Storage space and/or internal storage areas shall not be provided by the Owner, and if necessary, the Contractor must supply and maintain a job site storage trailer.
- B. Any space that the Contractor may require, for access, equipment, storage, or other purposes additional to the space made available to him by the Owner, shall be procured by the Contractor and the cost thereof shall be included in the bid for the contractor and the cost thereof shall be included in the bid price for the various items scheduled in the Proposal.
- C. In the event of default, the Owner shall have the right to take over and occupy such space and all materials on site or cause it to be occupied for the purpose of completing the project.
- D. No equipment or materials shall be operated or stored in any areas outside the Project Limits or other areas provided for or procured by the Contractor.
- E. Any finished pavement surface, lawns, trees, shrubs, etc., damaged by construction equipment shall be removed and replaced, as recommended by the Consultant, with no additional compensation being made to the Contractor for such work.
- F. During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. The Contractor shall remove all waste materials, rubbish, and debris from and about the premises daily as well as all tools, appliances, construction equipment and machinery, and surplus materials and shall maintain the site in a clean and orderly manner.
- G. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the renovation Contract Document.
- H. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressure that will endanger it.
- I. Existing (exposed or concealed) soil lines, drains, water, and gas pipes, electric conduits and wires, or similar utilities of every description which are disturbed or damaged due to the performance of the work of the Contractor shall be repaired or replaced to original conditions, at the Contractor's expense.
- J. Any dumpster, refuse container or the like left on the premises overnight must be lockable and kept locked when left unattended. The Owner and Consultant shall not be responsible for tools, materials or equipment stolen or removed from the work site.
- K. The Contractor shall enforce a complete ban on the possession and/or consumption of alcoholic beverages and/or controlled substances.

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- L. In the event a watchman is needed to maintain project security, it shall be the sole responsibility of the Contractor to employ all necessary personnel.

1.17 INSPECTION FOR PRE-EXISTING DAMAGE

- A. Before beginning any work in any area, the Consultant and the Contractor will inspect and list all preexisting damages. The Contractor will not be responsible for damages listed.

1.18 LIABILITY FOR DAMAGES

- A. The Contractor must assume all risks and bear any loss occasioned by neglect or accident during the progress of work until all of the same have been completed and accepted by the Owner.
- B. The Contractor agrees to indemnify, defend, and save harmless the Owner, project designer and the Consultant from all suits and claims for damages, loss or injury to persons or property received or sustained from the Contractor or his agents in the performance of his work under this Contract.
- C. The Contractor must assume all blame or loss by reason of neglect or violation of local or state laws, ordinances and regulations, encroachment upon neighbors, or from any other cause.
- D. The work in every respect shall be under the care of the Contractor and at his risk. He shall properly safeguard against any or all injury or damage to the public, to any property, materials, or object, except were stipulated otherwise in the Specifications, and be responsible for any such damages or injury from his undertaking of this work to any person or persons or thing connected there within.
- E. The Contractor shall indemnify, defend and save harmless the Owner and Consultant from all claims, suits, damages, actions of Law, in equity or otherwise, (including the cost of defense thereof which shall be assumed by the Contractor) or any kind whatsoever in connection with this work and agreement and shall, if required, show evidence of settlement of any such action before final payment is made hereunder by the Owner.
- F. The contractor shall extend all insurance coverage to all agencies as required by the State of New Jersey.

1.19 RECORD DOCUMENTS

- A. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings etc. at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the owner's representative for review and shall be delivered to the Consultant for the Owner upon completion of the Work.

1.20 SAFETY PRECAUTIONS

- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take the necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All employees on the Work and other persons who may be affected thereby,
 - 2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site,
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during abatement.

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- B. The Contractor shall comply with all applicable laws, ordinances, rules, and regulations and orders of any public body having jurisdiction of the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- C. The Contractor shall notify the owners of adjacent property and utilities when prosecution of the Work may affect them.
- D. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, and Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties for the safety and protection of the Work shall continue until all Work has been accepted by the Owner.
- E. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
- F. The Contractor shall comply with all requirements of the EPA AHERA regulations. The Contractor shall strictly adhere to all precautions necessary to the safety and health of the workmen in accordance with provisions of all applicable OSHA Standards. The Contractor shall also follow all State (Sub-chapter 8) and local regulations, standards, and codes etc.
- G. Nothing in these Contract Documents shall relieve the Contractor of his responsibility in ensuring proper job site safety.

1.21 EMERGENCIES

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Consultant or the Owner, is obligated to act, to prevent threatened damage, injury, or loss.
- B. The Contractor shall give the Owner and the Consultant prompt written notice of any sufficient changes in the Work or deviations from the Contract Documents caused thereby.
- C. The Contractor shall provide the Owner and Consultant with the name, address, and telephone numbers of individuals to be contacted on a 24-hour basis to respond to emergencies that may occur.

1.21 CONTINUATION OF WORK

- A. The Contractor shall carry on the Work and maintain the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

1.22 NOTICE OF DEFECTS

- A. Prompt written notice of all defective Work of which Owner's team has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as indicated by the Contract Documents and in the sole discretion of the Owner.
- B. The Owner May Stop the Work:

If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner's team may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty

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on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

C. Rejecting Defective Work:

Owner's team will have authority to reject Work which Owner's team believes to be defective, or that Owner's team believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

D. Correction or Removal of Defective Work:

Promptly after receipt of notice, Contractor shall correct all defective Work, whether fabricated, installed, or completed, or, if the Work has been rejected by Owner's team, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

E. Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, Owner's team prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence.

1.23 FINAL CLEAN UP

- A.** Before final acceptance of the Project, the Contractor shall remove all equipment, temporary work, unused and useless materials, rubbish and temporary buildings; shall repair or replace in an acceptable manner all private or public property which may have been damaged or destroyed on account of the prosecution of the Work; shall fill in all depressions and water pockets on public and private property caused by his operations; shall remove all obstructions from waterways caused by his work; shall clean all drains and ditches within and adjacent to the site of the Project which have obstructed by his operations and shall leave the site of the Project and adjacent public and private property in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting work.

-END OF SECTION-

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PART II - SPECIFICATIONS FOR ASBESTOS REMOVAL

2.01 GENERAL

- A. The Contractor shall furnish all labor, materials, employee training, services, fees, insurance, and equipment necessary to carry out the asbestos removal, decontamination operations and disposal in accordance with the federal EPA's AHERA and OSHA regulations, and all other applicable Federal, State, and local government regulations and these specifications.

2.02 QUALITY ASSURANCE

- A. The contractor shall comply with all applicable federal, state, and local regulations. Applicable Standards listed in these Specifications include, but are not necessarily limited to, standards promulgated by the following agencies and organizations:
 - 1. EPA U.S. Environmental Protection Agency
 - 2. OSHA Occupational Safety and Health Administration
 - 3. NIOSH National Institute for Occupational Safety and Health
 - 4. DEP Department of Environmental Protection
 - 5. U.S. Department of Labor
 - 6. N.J.A.C. 12:120 and N.J.A.C. 8:60
 - 7. N.J. DOH
- B. The Contractor has the responsibility of informing himself fully of the New Jersey Department of Labor requirements and the requirements of all the above agencies/organizations etc. and shall satisfy completely these Specifications and all referenced regulations. All other applicable federal, state and local regulations are incorporated by reference.

2.03 STANDARDS

- A. Standards which govern abatement work or hauling, and disposal of asbestos waste materials include but are not limited to the following:
 - 1. American National Standards Institute (ANSI)
 - 2. American Society for Testing and Materials (ASTM)
 - 3. AFL-CLO Asbestos Standard for construction
 - 4. AIA Service Corporation
 - 5. AWCI
 - 6. GAO/GSA
 - 7. New Jersey Sub Chapter 8
 - 8. OSHA

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2.04 NOTIFICATION

- A. Send written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40CFR 61, Subpart M) to the regional Asbestos NESHAPS Contact at least ten (10) days prior to beginning any work on asbestos _ containing materials. Send notification to the following address:

United States Environmental Protection Agency
Air and Hazardous Materials Division
26 Federal Plaza
New York, NY 10007
(212) 264_9538

New Jersey Department of Community Affairs
Bureau of Construction and Code Enforcement
101 South Broad Street 4th Floor

P.O. Box 816
Trenton, New Jersey, 08625_0816
(609) 530_8812

New Jersey Department of Health
CN360
Trenton, New Jersey, 08625_0360

New Jersey State Department of Education
225 West State Street
CN 500
Trenton, New Jersey, 08625_0500
(609) 292_4469

- B. Include the following information in the notifications:

1. Name and address of Owner or Operator.
2. Name and Address of Contractor.
3. Description of the facility being renovated, including its size, age, and prior use.
4. Estimate of the approximate amount of asbestos material present in the facility in terms of linear feet of pipe, and surface area on other facility components.
5. Location of the facility being renovated.
6. Scheduled starting and completion dates of renovation.
7. Nature of planned renovation and method(s) to be used.
8. Procedures and equipment used to comply with USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61 Subpart M).
9. Name and location of the waste disposal site where the friable asbestos material will be deposited.
10. The name and address of the testing laboratory.

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- C. The Contractor shall notify the following agency in writing Ten (10) days 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
Twin River Professional Building
East Windsor, New Jersey, 08520

- D. The notification to the Division of Hazardous Waste Management shall include the following:
1. Name, address, and telephone number of the removal project.
 2. Quantity in cubic yards and nature of the waste to be disposed (I.D. #27 for Asbestos).
 3. Name, address, and New Jersey Department of Environmental Protection registration number of the collector-handler.
 4. Name and address of the landfill at which disposal shall occur.
 5. Date and Time of disposal.
 6. A copy of any written notification required by 40 C.F.R. 61.22 to 61.25
- E. Send written notification as required by state and local regulations prior to beginning any work on asbestos-containing materials.
- F. The Contractor shall notify the local police and fire departments of the asbestos abatement project schedule.

2.05 PERMITS

- A. Contractors must file an application in writing with the Administrative Authority having jurisdiction and obtain the required permit before beginning a large asbestos hazard abatement job. This permit shall serve as notice for public record in the office of the administrative authority having legal control. All work shall be monitored and controlled by the Asbestos Safety Control Monitor, who shall advise the administrative authority having legal control of its findings (N.J.A.C. 5:28_8.6a).
- B. The application for a construction permit for asbestos abatement projects shall include the following (N.J.A.C. 5:23_8.6 (b) 2):
1. 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.
 2. 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.
 3. The name and address of the private air monitoring firm hired by the Owner, who shall act as the Asbestos Safety Control Monitor. They shall be authorized by the New Jersey Department of Community Affairs and shall be responsible for the continuous monitoring during the asbestos abatement project.
 4. The name and address of the analytical testing laboratory approved by the New Jersey Department of Health which shall analyze bulk, dust and air monitoring samples as needed. A letter releasing these specifications must be included.
 5. 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, and a variance is approved by the DCA.

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6. The scheduled starting and completion dates for the asbestos abatement project.
 7. Plans and specifications 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.
 8. 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.
- C. The issuance of the construction permit for asbestos abatement authorizes only the preparation of the job site (N.J.A.C. 5:23_ 8.6d)
1. A permit once issued remains valid if all the information in the application remains correct and adhered to.
- D. All asbestos containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for ACM, as required for transporting of waste asbestos-containing materials to a disposal site.

2.06 LICENSES

- A. Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract. All asbestos related work, including the non-friable removal of floor tiles, shall be performed by properly licensed asbestos workers.

2.07 DOCUMENTATION

- A. The contractor shall furnish documentation that the firm and its employees are familiar with the regulations of OSHA, EPA, and AHERA relating to the application, removal, disposal, and treatment of asbestos.
- B. One copy of each of the regulations cited shall be available in the Contractor's business office and available for review at the job site upon request.
- C. Written proof that employees have had instructions on the dangers of asbestos, respirator use, and proper fit testing of approved respirators shall be documented at the Contractor's business office. The Contractor shall further document that all workers on the job have completed an approved safety and health program. Documentation shall consist of an asbestos worker certificate, issued by the proper training authorities, for all workers to be assigned to the project.
- D. Post 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"
License #

During all phases of the work the above sign should be readily visible to the outdoors at the work site.

- E. An original copy of the Contractor's license obtained from the New Jersey Department of Labor shall be posted on site.
- F. Listed on site shall be emergency telephone numbers to include the following: the monitoring firm employed by the Building Owner, E.P.A., O.S.H.A., D.O.H., fire, police, local hospital, and emergency squad.
- G. Posted in view shall be emergency procedures. In case of an emergency, decontamination procedures shall not impede emergency procedures.

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- H. A complete list of all personnel, including new employees, shall be posted.
- I. A daily log of all people entering the work area, including all visitors, shall be kept on site.
- J. The daily log shall include a record of start and stop times, any work area problems encountered, any corrective action.
- K. The Contractor shall be responsible for obtaining a copy of the daily monitoring logs from the air testing firms and maintaining this with their daily logs for thirty years.
- L. Copies of daily log forms shall be given to the Consultant at the end of each week's work.
- M. Originals/copies of Waste Haulers Certificate and copy of all landfill receipts shall be given to the consultant for inclusion in the final report.

2.08 SUBMITTALS DURING WORK

- A. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance or related construction activities to avoid delay.
- B. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- C. No extension of Contract Time will be authorized because of failure to transmit submittals to the Consultant sufficiently in advance of the work to permit processing.

2.09 SPECIAL REPORTS

- A. Except as otherwise indicated, submit special reports directly to the Owner, within one day of occurrence requiring special reports, with one copy to the Consultant and others affected by occurrence.
- B. When an event of unusual and significant nature occurs at site, 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 predicable in advance, advise the Owner as soon as possible.
- C. Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; 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.

2.10 CONTINGENCY PLAN

- A. Prepare a contingency plan for emergencies including fire, accident, power failure, negative air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing adequate medical attention in an emergency.
- B. Post at the job site adjacent to the work area designated telephone, numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, and telephone company.

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- C If the pressure differential drops below 0.03 inches w.c., the following procedures shall be implemented:
1. The Asbestos monitoring technician and the contractor's supervisor shall investigate and evaluate the engineering controls to determine the source of the pressure loss.
 2. The contractor shall institute corrective action such as: additional sealing, critical barrier maintenance and construction, changing of exhaust unit filters, adjustment of makeup air, operation of additional exhaust units and all other necessary measures to reestablish an acceptable pressure differential.
- D If the pressure differential drops below 0.01 inches w.c., the following procedures shall be implemented:
1. The contractor shall cease abatement activities in the work area.
 2. The monitoring firm shall notify the building owner to evacuate the pressurized space(s). The pressurized space(s) shall include all space outside the work area which is pressurized to maintain the required pressure differential relative to the work area and is isolated from the rest of the building in terms of air flow. The pressurized space(s) may include the entire building exclusive of the work area or any part of the building that is pressurized to isolate it from the work area.
 3. The Asbestos technician and the contractor's supervisor shall investigate and evaluate the engineering controls to determine the source of the pressure loss.
 4. The contractor shall institute corrective action such as: additional sealing, critical barrier maintenance and construction, changing of exhaust unit filters, adjustment of makeup air, operation of additional exhaust units and all other necessary measures to reestablish an acceptable pressure differential.
 5. Re-occupancy shall not be permitted in any area until a pressure differential of 0.03 inches w.c., or greater is established.
- E If the asbestos fiber concentration in the air outside the work area exceeds 0.010 f/cc, the following procedures shall be implemented:
1. The Asbestos technician and the contractor's supervisor shall investigate and evaluate the engineering controls to determine the source of the elevated fiber counts.
 2. Additional PCM air samples shall be taken at each location where the elevated fiber counts were encountered. The additional PCM samples may be split, and if the PCM results indicate a fiber concentration of less than or equal to 0.010 f/cc the contingency plan is terminated. If the results exceed 0.010 f/cc the contractor, in consultation with the Asbestos monitoring firm, shall choose the option of cleaning and retesting by PCM or having the split sample analyzed by TEM analysis. If the result of the TEM analysis exceeds 0.01 f/cc then the cleaning must be conducted.
 3. The decision as to the timing of the cleaning activity shall be made by the consultant in consultation with the building owner and the contractor.
 4. Cleaning shall include wet wiping and misting the air. Cleaning of the affected areas shall continue outside of containment and PCM sampling shall also be continued until the results in the area do not exceed 0.01 f/cc by either PCM or TEM analysis.
 5. If the analysis of the air samples does not yield acceptable levels at or below 0.010 f/cc within receipt of the initial elevated test result the building shall be evacuated.
 6. Re-occupancy shall not be permitted in any area where PCM results are above 0.01 f/cc unless TEM results indicate asbestos fiber concentration to be at or below 0.01 f/cc. In the case of re-occupancy, all air samples used to make the determination for reentry requirements shall be analyzed by an accredited laboratory.

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F Power Outage

If a power outage occurs during active abatement work, the building occupants shall be evacuated until the air samples determine that the occupied spaces are safe, and power has been restored. If a power outage occurs when the building is unoccupied, occupancy shall not be permitted until air samples determine that the spaces to be occupied are safe and power has been restored.

G Post emergency services telephone numbers at the job site adjacent to the designated telephone.

2.11 PRECONSTRUCTION MEETING

- A. The Contractor may be required to attend a preconstruction meeting. This meeting may also be attended by the independent air monitoring firm (ASCM) employed on behalf of the Owner. At this meeting, the Contractor shall present in detail the following:
1. Progress Schedule.
 2. A plan for preparation of the work site and temporary facilities.
 3. A description of protective clothing and approved respirators (by NIOSH).
 4. Delineation of responsibility of work site isolation.
 5. Explanation of the decontamination sequence and location. a. Description of all removal methods to be used.
 6. Explanation of the hauling of asbestos contamination waste.
 7. Proof of workers' medical exams substantiated by reports signed by the physician.
 8. Description of the final clean up procedures to be used.
 9. Proposed waste disposal site and proof of transporter registration (N.J.D.E.P.#). If a change in either of these items occurs during the project, the Contractor shall notify the Consultant.
 10. A sample of the waiver form to be used for all visitors to the site.
 11. Explanation of air filtration systems to be used for personnel protection, building protection, and environment protection.
 12. List of equipment on hand or to be obtained; how to be used, and the operation of each to include impact on the personnel, building environment, and work environment.
 13. Description of emergency procedures to be followed in case of injury or fire. This section must include evacuation procedures, sources of medical assistance (name and phone number) and procedures to be used for access by medical personnel.
 14. Documentation that the firm's employees and all subcontractors are familiar with the regulations of the federal, state, and local agencies.
 15. Copies of all forms as required in this specification.

2.12 SCHEDULING OF WORK

- A. The entire project is to proceed in the order of the progress schedule set and agreed upon in the specifications or set at the preconstruction meeting. A copy of this progress schedule shall be kept in the Project Logbook.
- B. Work shall be confined to the areas indicated in the contract. Employees' access, location of barriers, dumpsters, etc., shall all be at the discretion of the Consultant and/or Owner and may vary as the project progresses.
- C. All scheduled work is to be complete in its entirety and the area certified free of any airborne or surface dust asbestos fibers.

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2.13 COORDINATION

- A. Coordinate both the listing and timing of reports and activities required by provisions of this section and other sections, to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating weekly or shorter time intervals. Make appropriate distribution of each report and updated report to all parties involved in the work including the Consultant and the Owner. Provide close coordination of the progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

2.14 PROJECT REVIEW AND INSPECTION

- A. The Owner, Consultant, Project Manager, and the representatives of agencies having lawful jurisdiction shall always have access to the work area whether work is in preparation or progress.
- B. 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.
- C. The Asbestos Safety Technician (Owner selected) shall take Quality Assurance 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 s/mm² or where applicable the <0.010 f/cc Phase Contrast Level, the <0.010 f/cc Phase Contrast level for glove bag removal, 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, to determine OSHA regulations regarding employee exposure to airborne asbestos fibers.
- D. 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 concentration to acceptable levels as prescribed by this contract or meet the requirements of this specification. Similarly, less stringent procedures may be approved by the AST for areas not containing asbestos, or areas where there is no risk of fiber release.
- E. The Owner/Consultant 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 personnel. If work procedures do not comply with this specification, a "Stop Work Order" shall be issued to the Contractor by the Owner or Consultant. No work shall commence until authorization is given in writing by the Owner or Consultant. Further noncompliance with these specifications or safety regulations shall be cause for cancellation of the contract.

2.15 NONCOMPLIANCE

- A. The Contractor shall be served with a notice when he is in noncompliance with these contract specifications and/or safety regulations, a second notice will be issued if the matter for which the first non-compliance is not promptly corrected. The second notice will be cause, if so determined, for the project to be halted until the matter is corrected.

2.16 BUILDING CONTAMINATION

- A. If it is determined by air or surface samples that building contamination has occurred as the result of negligence and/or poor work practices of the Contractor, the Contractor agrees to clean the affected premises at no charge to the Owner under the direction of the Consultant. The Contractor also agrees to accept all liability for damages claimed or lawsuits brought by person(s) exposed to such contamination. Due to the latency of adverse physiological effects associated to asbestos, claims or lawsuits may be levied against the

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contractor for an unlimited time frame. Thus, the Contractor must have true occurrence insurance versus claims made or occurrence insurance with a sunset clause.

2.17 OWNER RESPONSIBILITIES

- A. The Owner shall evacuate the portion of the building as specified at the pre-bid meeting.
- B. The Owner shall provide the Contractor with a list of items requiring special protective measures which may or may not be in the work area.
- C. The Owner will stop all scheduled deliveries and activities associated with the work area while the project is in progress.
- D. The Owner shall have always authorized representatives on the work site or provide the Contractor with a means of communicating with such representatives within a reasonable time. These representatives shall have access to and knowledge of all areas and equipment. These representatives shall be available to aid the Contractor in the event of power failure, supply air shut down, or other technical difficulties. The Owner shall shut down (contractor must verify) all air handling equipment associated with each work area prior to pre-commencement inspection request.
- E. Should any utility failure occur, the Owner shall not be responsible for any loss of time or other expense to the Contractor.
- F. The Owner shall notify the Contractor of any scheduled system shutdowns, electrical or water, to ensure no interruptions to the asbestos abatement engineering controls.

2.18 AIR MONITORING - OWNER

- A. The Owner shall employ a Technician who complies with AHERA. An appropriately accredited laboratory facility shall be employed to analyze, air, bulk, and any other samples deemed necessary. The laboratory identification number shall be submitted and approved, along with a letter stating that the ASCM has read this specification and has approved its requirements.
- B. The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
 - 1. Contamination of the building outside of the work area with airborne asbestos fibers.
 - 2. Failure of filtration or rupture in the differential pressure system.
 - 3. Contamination of air outside the building envelops airborne asbestos fibers.
- C. The Technician shall provide continuous monitoring and inspection to include work area samples, and samples outside the work area to ensure that these areas remain free from contamination. Acceptable levels outside the work area will be:
 - 1. <0.01 fibers/cc or background - Analysis via Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy.
- D. Inspections will include checking the standard operating procedures, engineering control systems, respiratory protection and decontamination systems, packaging and disposal of asbestos waste, and any other aspects of the project which may affect the health and safety of the people and environment.
- E. The Owner shall be responsible for costs incurred with the required laboratory work. Any subsequent testing (and associated costs) required due to limits exceeded during clearance testing shall be paid by the Contractor.

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- F. Before starting work in the area, the Technician may collect background samples to determine the present airborne fiber concentrations. Collect enough for compliance with AHERA, Federal, State, and local standards to document the quality of air inside the building before abatement activities.
- G. During the work, the Technician will collect air samples at critical barriers and other locations outside of the work area. In addition, the Technician reserves the right to perform air monitoring on the Contractor's employees to verify results reported by the Contractor's testing lab.
- H. If at any time during the work, airborne fiber concentrations exceed either background concentration or <0.01 fibers/cc outside of the work area, the contractor will be required to halt all worker activities and take corrective measures to reduce airborne fiber concentrations (misting the air, wet wiping, and HEPA vacuuming, etc.) Work may not commence until the source of the contamination has been identified and additional air samples have been collected indicating airborne fiber concentrations are below 0.01 fibers/cc or the background level. Notification to the building Owner and NJ DCA, as directed by NJAC 5:23-8 shall be the responsibility of the Project Monitor.
- I. If airborne fiber counts exceed limits, additional samples shall be taken as necessary to monitor fiber levels.
- J. The above requirements may be revised by the ASCM firm depending on actual conditions.
- K. The abatement is to be done under non-occupied conditions; all requirements for them must be followed, including non-occupied area samples and TEM final air clearance samples.

2.19 AIR MONITORING – CONTRACTOR

- A. The Contractor shall provide, through an independent party, representative personal air sampling, as defined within OSHA 1926.58 and OSHA 1910.1001. The Owner's Representative will be advised of the TWA sampling results within 24 hours after collection. During the first full day of asbestos removal activity, personal air samples shall be collected, in each work area, to establish a Time Weighted Average (TWA). TWAs shall be performed for each asbestos task. Such samples shall be collected within the appropriate breathing zone and used to determine personal protective equipment (respirator) requirements and applicable air sampling protocols.
- B. Sampling strategy and protocols shall be determined by a competent sampling professional according to OSHA/NIOSH 7400 as applicable.
- C. The Contractor is also responsible for 30-minute excursion limit samples, as defined by OSHA.
- D. The Contractor is required to supply OSHA results within 24 hours.

2.20 FIBER COUNTS

- A. The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts. "Airborne Fibers" include all fibers regardless of composition as counted in the NIOSH 7400 Procedures. If work has stopped due to high airborne fiber counts, air samples will be secured in the same area by the Owner for analysis by PCM. If the results of these new samples remain elevated (by PCM analysis), a portion of the elevated sample media shall be submitted for TEM analysis. "Airborne Fibers" counted in samples analyzed by Transmission Electron microscopy shall be only asbestos fibers, but of any diameter and length. Should the cause of the elevated fiber counts be determined to be the result of the Contractor activity, the cost of additional sampling shall be assumed by the Contractor.

2.21 QUALITY ASSURANCE OF SAMPLING AND ANALYSIS

- A. Sampling of airborne asbestos fibers shall be conducted in accordance with NIOSH methods and AHERA regulations.

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- B. All samples analyzed using Phase Contrast Microscopy (PCM) shall be in accordance with NIOSH 7400 Method. Such analysis shall be conducted using microscopes equipped with binocular eyepieces, Walton-Beckett reticle, and phase contrast optics.
- C. Bulk asbestos analysis by Polarized Light Microscopy shall follow the EPA "Interim Method..." with dispersion staining.
- D. TEM analysis shall conform to both the EPA "Yamate, etc. al., 1984" as well as the EPA "AHERA_1987, Final Rule" in analysis of air samples.
- E. The lab shall be accredited under the NVLAP program for Transmission Electron Microscopy analysis of asbestos air samples for final clearances, as required by AHERA, upon implementation.

2.22 RECORD KEEPING FOR ALL AIR MONITORING

- A. All records, reports, field notes, data, laboratory analysis, and support information shall be secured and maintained in the Project Log for contractor monitoring and in the project minutes of the Consultant. Such records will be retained for at least thirty (30) years.

2.23 CHAIN OF CUSTODY

- A. The contractor is responsible for maintaining all appropriate chain-of-custody forms for all samples, including proper log sheet forms, labels with information, containerization, and lab sample tracking systems.

2.24 DISCRETIONARY SAMPLING

- A. Additional sampling may also be indicated based on the professional judgment of the Technician or the Consultant.

2.25 LABORATORY TESTING

- A. The services of a testing laboratory will be employed by the Owner's Consultant to perform laboratory analysis of the air samples. A Technician will be at the job site, and samples will be sent daily by courier for 24 hours turnaround.
- B. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner, the Consultant, and the Contractor.
- C. Written reports of all air monitoring tests will be posted at the job site daily.

2.26 TEMPORARY FACILITIES

- A. Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.
- B. Provide new or used materials and equipment that are undamaged and in a serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.
- C. Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish this contract's work. 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. Provide a nonskid surface on all scaffold surfaces subject to foot traffic. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface. Provide guard rails.

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- D. All temporary water service connections to the Owner's water system shall include backflow 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 and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sinker grade where water will not damage existing finishes or equipment.
- E. Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles, and equipment.
- F. Hot water shall be provided by the Contractor's water system, with backflow protection installed at the point of connection to Owner's cold-water supply. Water connections limited to ½" pipe size connections, and a maximum flow of 10 gpm. Hot water shall be a minimum temperature of 100 degrees Fahrenheit.
- G. All polyethylene sheeting used shall be "flame-resistant" and conform to the requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. All materials used shall comply with NJ Subchapter-8 requirements.
- H. Electrical services should comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric services. Contractors' connection and disconnect into and from the building supplied electrical service shall be accomplished by an electrician licensed in New Jersey. The electrician shall be available throughout the project duration for all alterations to the connection(s). An Electrical Subcode Technical Section Form (U.C.C. Form F _ 120) shall be completed, signed, and notarized and submitted with the application for the construction permit.
- I. 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.
- J. Equip all circuits for any purpose entering the Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so all circuits are protected before entry. Provide circuit breaker type ground fault circuit interrupters, equipped with test button and reset switches for all circuits to be used for any purpose in work areas, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority.
- K. Use only grounded (OSHA approved) extension cords; use "hard service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas of work.
- L. Provide general service incandescent lamps of wattage indicated or required for adequate illumination. To meet the required light level, one 200_watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, is required. In corridors and similar traffic areas provide 100_watt incandescent lamp every 50 feet. 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 the weather or moisture.
- M. In the event of power failure, the Contractor will immediately stop all abatement activities, have personnel exit containment through decontamination unit, and seal containment openings. The contractor will maintain a generator on-site, with a minimum capacity to operate the required number of negative air units (NAU), for this project's duration. Contractor will provide NAUs with power in an expedient manner. Occupants will be instructed to immediately evacuate the facility if there is any delay in getting backup generators working.
- N. Provide a weatherproof, grounded temporary electrical power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance or work during the construction period.

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- O. Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead and rise vertically where wiring will be least exposed to damage from construction operations.
- P. Temporary wiring in the work area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures for wiring devices.
- Q. First aid supplies should comply with governing regulations and recognized recommendations within the construction industry.
- R. 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" dry chemicals extinguishers or a combination of several extinguishers of NFPA recommended types for the exposure in each case. Locate fire extinguishers where they are most convenient and effective for their intended purposes.
- S. Frequently mark containment walls with emergency exit signs and arrows (no higher than 18" from the floor) with highly visible fluorescent type paint.
- T. The contractor shall outline the emergency exit and shall have a retractable blade utility knife attached (18" above the floor) to the exit for use in an emergency only.

2.27 NEGATIVE PRESSURE SYSTEM

- A. Submit the design of the negative air system to the Consultant for review before the start of work.
- B. The submittal must be approved before work is begun. Include in the submittal at a minimum:
 - 1. Number of negative air machines required showing the calculations used to determine the number of machines.
 - 2. Description of projected air flow within work area and methods required to provide adequate air flow in all portions of the work area.
 - 3. The accepted pressure differential across work area enclosure is -0.03" water column for unoccupied buildings and -0.05" water column for occupied buildings.
 - 4. Description of methods of testing for corrective airflow and pressure differentials.
 - 5. Manufacturer's product data on the machines to be used.
 - 6. A design showing the location of the machines in the workspace.
 - 7. Method of supplying adequate power to the machines and designing building electrical panel (s) which will supply the power.
 - 8. Description of work practices to ensure that airborne fibers travel downstream from workers.
 - 9. Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of work area.
- C. The pressure differential across all decontamination units shall be monitored with a contractor supplied, consultant installed, digital manometer/s with continuous print out. Completed recording documentation copies shall be submitted to the Consultant.
- D. Provide a fully operational negative air system within the work area maintaining continuously a pressure differential between the work area and all adjacent spaces Demonstrate to the Consultant that the pressure differential meets or exceeds appropriate standards before disturbance of any asbestos.

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- E. Continuously monitor and record the pressure differential between the work area and the building outside of the work area. The consultant shall continuously monitor the pressure differential with a Contractor supplied manometers equipped with a strip chart. This chart shall be submitted to the Consultant.
- F. Provide fully operational negative pressure systems supplying at least one air change every 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 (cfm) for the work area by dividing this volume by the air change rate.
 - 1. Ventilation required (cfm) = Volume of work area (cu. ft.)/15 min.
- G. Determine numbers of units needed to achieve 15-minute change rate by dividing the ventilation requirement (CFM) above by capacity of exhaust unit(s) used.
- H. Install at least one additional unit as a backup in case of equipment failure or machine shutdown for filter changing and have at least one other back up available on site.
- I. Locate exhaust unit(s) so that make-up 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 make-up air sources. One unit may remain portable and be positioned in the room(s) in which active abatement is being accomplished.
- J. Supply only new exhaust ducting for the negative air machines. Exhaust shall be directed outside the building unless approved by the Consultant and shall exit the building through securely attached wood plenums. Install or tape a piece of material etc. (i.e. a small section of barrier tape) at the exit point of the exhaust that will flap in the wind to give a visual demonstration that the unit is operating. The AST may approve the use of poly plenums for inaccessible windows.
- K. Primary make up air source shall be supplied through the personal decontamination unit with secondary make up air from the bag load out chambers.
- L. Provide supplemental makeup air inlets where required for proper air flow through the workspace in location approved by the Consultant by making openings in the plastic sheeting that allow air from outside the building into the work area. 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 lightly weighted flaps to reseal automatically if the negative pressure system should shut down for any reason.
- M. 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, or by a contractor supplied portable generator. Dedication of an existing circuit will be accomplished by shutting down all other existing loads on the circuit. A licensed electrical contractor / electrician shall perform and be responsible for all electrical work.
- N. Test negative pressure system before any asbestos-containing material is wetted or removed. After the work area has been prepared, the decontamination facility is 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 Consultant. Demonstration shall include, but not be limited to, the following:
 - 1. Plastic barriers and sheeting move slightly in toward work area,
 - 2. Curtain of decontamination units move lightly in toward work area,
 - 3. There is a noticeable movement of air through the decontamination unit. Use smoke tube to demonstrate air movement from Clean Room to Shower Room, from Shower Room to Equipment Room, and from Equipment Room to Work area,

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- O. Modify the negative pressure system as necessary to successfully demonstrate the above. Polyethylene sheeting "ballooning" shall not be a just cause to shut down negative air machines. Additional supplementary make-up ports shall be made to correct this situation.
 - P. Start exhaust units before beginning work (before any asbestos containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant negative pressure until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
 - Q. Do not shut down negative air systems during encapsulation procedures, unless authorized by the Consultant in writing.
 - R. Start abatement work at a location farthest from the exhaust units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work, and do not resume until power is restored and exhaust units are operating again.
 - S. At completion of abatement work, allow exhaust units to run as specified here in, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the work area with clean makeup air. Prefilters should be changed following area encapsulation to maintain optimal C.F.M. and, about every two hours during heavy removal.
 - T. When a final inspection and final air tests indicate the area has been decontaminated, exhaust units may be removed from the work area. Before removal from the work area, remove and properly dispose of pre-filter, and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters.
- 2.28 TEMPORARY ENCLOSURE (As required by AST)
- A. The minimum products required for temporary enclosures are as follows:
 - 1. Polyethylene sheets in the largest sheet size possible, nominal, 6.0 mils thick, clear for work area, and opaque for exterior barriers. **All polyethylene sheeting used shall be "flame-resistant" and conform to the requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films.**
 - 2. Duct tape, 2" or 3" widths, with an adhesive which is formulated to aggressively stick to sheet polyethylene.
 - 3. Strippable coatings in aerosol cans which are specifically formulated to adhere gently to sheet polyethylene.
 - B. 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 because of the work, clean those areas in accordance with the section _ project decontamination. Perform all such required cleaning or decontamination at no additional cost to the Owner.
 - C. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to erection of plastic sheeting temporary enclosure.
 - D. Pre-clean and remove all uncontaminated removable furniture, equipment, and/or supplies from the work area before commencing work, or completely cover with two (2) independent layers of polyethylene sheeting, each at least 6 mil in thickness, securely taped in place with duct tape. Such furniture and equipment shall be considered outside the work area unless covering plastic or seal is breached. Plastic layers shall be removed prior to final air testing thereby exposing material to the final air test.

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- E. Disable ventilating system or any other system bringing air into or out of the work area. Disable the system by disconnecting wires, removing circuit breaker, by lockable switch or other positive means that will prevent accidental premature restarting of equipment. While this is the responsibility of the building Owner, verification and maintenance of this lockout is the Contractor's responsibility.
- F. 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.
- G. Provide warning signs (14" x 20") at each visual and physical barrier reading as follows:

DANGER	3" Sans Serif Gothic or Block
ASBESTOS ABATEMENT WORK	1" Sans Serif Gothic or Block
IN PROGRESS	1" Sans Serif Gothic or Block
AUTHORIZED PERSONNEL ONLY	½" Gothic
BREATHING ASBESTOS DUST MAY	14 Point Gothic
BE HAZARDOUS TO YOUR HEALTH	

Provide caution signs:

LINE 1: DANGER ASBESTOS
LINE 2: CANCER AND LUNG DISEASE
LINE 3: HAZARD
LINE 4: AUTHORIZED PERSONNEL ONLY
LINE 5: RESPIRATORS AND PROTECTIVE
LINE 6: CLOTHING ARE REQUIRED IN
LINE 7: THIS AREA

- H. Respiratory and Worker Protection should be provided at this point.
- I. Separate the Work area from other portions of the building, and the outside by sheet plastic barriers (2) at least 6 mil in thickness, or by sealing with duct tape.
- J. Individually seal all openings between the work area and uncontaminated areas including (but not limited to) windows, corridors entrances, doorways, lights, skylights, floor and sink drains, all ventilation openings (supply or return), clocks, fire alarms with approved foam caulking alone or with polyethylene sheeting (2 layers) at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing off lighting fixtures to avoid melting or burning of sheeting.
- K. Provide sheet plastic barriers at least 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 duct tape and spray cement. Temporary walls may be constructed to facilitate barrier construction.
- L. Contractor shall construct Subchapter-8 separation barriers around all elevator entrance doors.
- M. After construction of the critical barriers, provide the Decontamination units and the negative pressure system.
- N. Clean all contaminated furniture, equipment, and or supplies with a HEPA filtered vacuum cleaner or by wet cleaning, prior to being moved or covered. All equipment, furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated in writing by the Consultant.
- O. Clean all surfaces in the Work Area with a HEPA filtered vacuum or by wet wiping before installing any sheet plastic.
- P. Enclose the Work Area with two (2) layers of plastic sheeting on the floor and two (2) layers on walls and ceilings not included in the abatement, or as otherwise directed on the contract drawings, or by State regulations.

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- Q. Cover the floor of the Work Area (except where the tile/mastics are to be abated) with two (2) individual layers of clear polyethylene sheeting (except where abating floor tile), each at least 6 mil in thickness, the first layer turned up walls at least twelve (12) inches and the last layer extending at least twenty-four (24) inches up the wall. At least eighteen (18) inches shall separate these floor poly/wall connections. Form a sharp right-angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Double sided duct tape can be applied between the floor/wall junction and polyethylene sheeting to prevent the sheeting from "ballooning" into the work area because of the negative pressure. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet (6') from or at right angles to, seams in bottom layer. Install sheeting so that the top layer can be removed independently of bottom layer.
- R. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc., which cover any part of the surface to be worked on and decontaminate them and return to owner.
- S. Cover all non-asbestos floors, walls, and ceilings in the Work Area, including "Critical Barrier" sheet plastic barriers, with polyethylene sheeting, at least 6 mil in thickness, and sealed with duct 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 duct tape and spray glue or as otherwise indicated on the contract documents or in writing by the Consultant.
- T. If the critical barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the work area, enclose it as required by this section of the specification and decontaminate it as described in the decontamination section.

2.29 WORKER PROTECTION

- A. All workers are to be accredited as Abatement Workers as required by the N.J. D.O.L., AHERA regulations 40 CFR 763 Appendix C to Subpart E, April 30, 1987, and trained in accordance with 29 CFR 1926, on the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.
- B. Train workers on the purpose, proper use, fitting, instructions, and limitations of respirators as required by OSHA regulations. The contractor is required to comply with the new OSHA respiratory standard.
- C. Provide medical examinations for all workers who may encounter an air borne fiber levels of 0.1 f/cc or greater for an 8-hour time weighted average. In the absence of specific airborne fiber data, provide medical examination for all workers who will enter the work area for any reason. Examination shall as minimum meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.
- D. Before the start of work, submit the following medical examination information to the Consultant for review:
 - 1. Name and Social Security Number for each worker who is to enter the work area.
 - 2. Physicians written opinion from examining physician including at a minimum the following:
 - 3. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - 4. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - 5. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
 - 6. Copy of information provided to physician in compliance with 29 CFR 1926.

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7. Statement that worker is able to wear and use the type of respiratory protection proposed for the project and is able to work safely in an environment capable of producing heat stress in the worker.
- E. Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurement, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.
- F. Adequate protective clothing, including but not limited to the following items, must be provided:
- G. Provide disposable full-body coveralls, footwear covers, and disposable head cover, and require that they be worn by all workers in the work area. Provide sufficient number for all required changes, for all workers in the work area.
- H. Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
- I. Provide work gloves to all workers and require that they be always worn in the work area. Do not remove gloves from the work area and dispose of them as asbestos contaminated waste at the end of the work.
- J. Respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner, Consultant, Project Administrator, and other authorized representatives who may inspect the job site.
- K. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the work area.
 1. Each time the work area is entered, remove all street clothes in the changing room of the Personnel Decontamination Unit and put on new disposable coverall, new foot wear covers, new head cover, and a clean respirator. Proceed through the shower to the equipment room. If work boots are worn in the work area, they should be left in the equipment room and disposed of as asbestos waste upon completion of the project.
 2. When leaving the work area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room. While still wearing the respirator, proceed to the showers. Showering is mandatory.
 3. The following showering procedures are required to be followed, as a minimum, with Air Purifying-Negative Pressure Respirators:
 4. Thoroughly wet body from neck down.
 5. Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.
 6. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, and respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath. Dispose of wet filters from air purifying respirator.
 7. Carefully wash face piece of respirator inside and out.
 8. Shower completely with soap and water; rinse throughout.
 9. Rinse shower room walls and floor prior to exit.
 10. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.

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2.30 RESPIRATORY PROTECTION (PAPR's)

- A. Powered air-purifying, positive pressure, full or half-faced 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 prescribed phases of the project. If air monitoring results show that fiber counts meet or exceed an action level defined as half ($\frac{1}{2}$) the respirator use limit concentration (50 f/cc), then Type "C" respirators shall be used.
- B. Supplying 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. Provide an extra battery pack for each respirator so that one can be charging while one is in use.
- C. 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. Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radio nuclides, 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 selection 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.
- E. Do not use single, disposable, or quarter-face respirators.
- F. Provide initial fitting of respiratory protection during a respiratory protection course of training, set up and administered by an Asbestos Safety Instructor. Fit types of respirators to be worn by individuals. Allow an individual to use only those respirators for which he has been trained and fitted.
- G. Check the fit of each worker's respirator by having irritant smoke blown onto the respirator and into the intake port of the motor unit (this should be done with filters in place) from a smoke tube.
- H. Require that each time an air purifying respirator is put on, it be checked for fit with a positive pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

2.31 DECONTAMINATION UNITS

- A. The Contractor shall provide a four-foot-wide decontamination unit consisting of a serial arrangement of rooms or spaces, each at least four feet long, adjoining the Work Area. Each space shall be clearly identified and separated from the others by three (3) alternating weighted poly sheet doors in the "Z" door formation. A minimum of two layers of polyethylene sheeting shall be required for walls, floors, and the ceilings of the decontamination chamber.
- B. The decontamination areas are described below:
 - 1. Clean Room/Changing Room: In this room people remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is also picked up and donned in this area. **NO ASBESTOS CONTAMINATED ITEMS ARE PERMITTED IN THIS ROOM.** Any elevated asbestos fiber counts in this area shall be considered a breach in containment.
 - 2. Shower Room: This is a separate room used for transit by cleanly dressed people entering the job site from the Clean Room and for showering by them after they have undressed in the Equipment Room.

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3. Equipment Room: Work equipment, footwear, and all other contaminated work clothing are left here. This is a change and transit room for people. All areas between the Shower Room and Work Area shall be considered part of the Equipment Room. Plastic floor and wall covering is required. **THIS IS A CONTAMINATED AREA.**
 4. Work Area: Separate work area from the Equipment Room by polyethylene barriers.
- C. A decontaminated facility shall be available during any full and partial containment removal activity.
- D. Waste shower water shall be recycled to be used as a wetting agent or added to asbestos waste before disposal in an approved landfill.

2.32 WET REMOVAL OF ACM

- A. The following is a list of procedures which are to be used in the wet removal of all asbestos-containing and asbestos-contaminated materials as indicated on the contract drawings. Before the start of any work in this section, a pre-commencement authorization is required.
- B. Any changes to this project shall be in writing from the Consultant.
- 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.
- 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 to ensure that the asbestos material is adequately wetted throughout.

2.33 APPLICATION OF SEALANT (following removal)

- A. The Sealant shall be an asbestos-binding compound or approved equal.
- B. After completing the cleaning of all surfaces in the work area and upon receiving a satisfactory pre-sealant inspection, **the Contractor shall spray coat all dried exposed surfaces with a sealant.** Application, **strength (Concentration) and coverage** shall be in strict **accordance with the manufacturer's instructions - do not dilute the sealant.**
1. With the application of sealant procedures completed, a visual inspection shall be made of the area by the Consultant and the Asbestos Safety Technician checking for uniformity of coverage.
 2. The encapsulation shall be an asbestos-binding compound or approved equal.
 3. After completing the cleaning of all surfaces in the work area and upon receiving a satisfactory pre-sealant inspection, the Contractor shall spray coat all dried exposed surfaces with a sealant. The color of sealant must still be separate and distinct from the underlying substrate. Other surfaces to be coated shall include polyethylene which has been used to cover walls, floors and non-removable fixtures and equipment etc.
 4. Application, **strength (Concentration) and coverage** shall be with an airless spray gun and shall be in strict **accordance with the manufacturer's instructions - do not dilute the sealant.** With the application procedures completed, a visual inspection shall be made of the area by the Consultant and the Asbestos Safety Technician checking for uniformity of coverage.

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2.34 PROJECT CLOSE -OUT / CLEAN UP PROCEDURES

- A. At the completion of the asbestos abatement work, any gross debris generated by the asbestos abatement work will have been removed and disposed of.
- B. Cleaning:
 - 1. The contractor shall clean all surfaces of/within 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 HEPA vacuum. Dry dusting or dry sweeping shall not be permitted. This cleaning shall be continued until there is no visible debris or residue on plastic sheeting, pipe, floor, or other surfaces etc.
 - 2. After completion of the cleaning operation, the Contractor shall notify the Asbestos Safety Technician that a pre-sealant inspection is needed. This shall be in writing from the Contractor.
 - 3. The Asbestos Safety Technician shall perform a visual inspection of the work area to ensure that it is dust free.
 - 4. After approval by the Asbestos Safety Technician, the Contractor shall spray coat all dried exposed surfaces with a sealant. The surfaces to be coated shall include polyethylene which has been used to cover walls, floors, and non-removable fixtures and equipment.
 - 5. Do not shut down the negative air units. The negative pressure system shall be always maintained until the certificate of completion has been issued by the AST.

2.35 RE-OCCUPANCY SAMPLING - New Jersey Post-Removal Sampling:

- A. Transmission Electron Microscopy (TEM), Asbestos Hazard Emergency Response Act 40 CFR Part 763.90.
- B. After the work is found to be visually clean by the Asbestos Safety Technician, he shall perform post-removal sampling in accordance with AHERA. This test is required to establish safe conditions for removal of critical barriers and to permit re-occupancy. 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.
- C. If the standard is not met, repeat final cleaning, and continue decontamination procedures from that point.
- D. 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 negative pressure system.
- E. Negative air 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.
- F. All damaged materials shall be replaced. All tape/spray glue residue shall be cleaned and if needed, surfaces refinished. If furring strips are used to support poly, all nails shall be in the mortar joints only. Upon completion all nails shall be removed, and the holes filled, patched, and painted to be the same color as area.
- G. All temporary device facilities and waste dumpsters shall be removed from the site.
- H. The contractor shall sign a certification of project completion (Owner Representative supplied) and request a final inspection. Upon passing the final inspection and obtaining certification of project completion from the Owner's Representative, the Contractor shall obtain a Re-occupancy Permit from the Local Administrative Authority.

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2.36 DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

- A. All waste generated within the isolated work area which is packed, sealed and disposed of according to this section may be disposed of at designated landfills when certain precautions are taken, and notifications are given. Notification shall be given to the appropriate Environmental Protection Agency regional office and a permit shall be received from the appropriate State and/or local agencies. Disposal shall be in accordance with applicable regulations.
- B. Before disposal the Contractor shall not allow asbestos materials to dry out or collect on the floors. Removed materials shall be immediately placed in approved bags, doubled bagged, and sealed with a "goose-neck" closure.
- C. 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
Do Not Open
Avoid Creating Dust
Breathing Asbestos is Hazardous to Your Health
BUILDING NAME/LOCATION

- D. 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.
- E. The Contractor shall maintain a bag disposal log.
- F. Inspection of the waste hauling vehicle shall be accomplished upon its arrival on-site. Walls and floor will be inspected for sharp protrusions which will be taped, if found. The container floor shall be covered by one layer of 6 mil poly which shall extend at least 6" up container walls.
- G. The prepared vehicle will be inspected by the Consultant before loading begins (transportation must be by a N.J. registered waste hauler). Workers involved in loading containers shall wear protective clothing following appropriate regulations.
- H. Waste removal shall all be done at designated times. Remove all accumulated bags of waste quickly and efficiently. NO WASTE IS TO BE MOVED TO THE DUMPSTER WHILE AST deems it inappropriate due to adjacent activity etc.
- I. Do not store disposal bagged material outside the work area. Take bags from the work area directly to a sealed truck or dumpster. Plastic (with top) mobile bins may be used for transport from the work area to the dumpster.
- J. 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. The contractor is responsible for all transfer fees.
- K. Retain the material chain-of-custody and receipts from landfill for materials disposed of. The Contractor shall forward the original receipts to the Consultant for inclusion in the final report. No authorization of payment will be approved without the appropriate waste manifests.

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- L. To facilitate waste removal, contractors may be permitted to construct a bag load out chamber as long as it does not interfere with emergency egress.

-END OF SECTION-

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PART III – SCOPE OF WORK

3.01 GENERAL

- A. General Provisions of Contract, including the Notice to Bidders, Instructions to Bidders, the Contract General and Supplementary Conditions, and Specification sections (including Appendix "A" shall apply to the work of this section, and all shall be considered as the Scope of Work.
- B. Plan of Action: Ten days prior to starting work submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of the decontamination areas, the projected manpower quantity and the sequencing of asbestos work. Include methods to be used to assure the safety of visitors to the site, emergency procedures and the disposal plan.
- C. Potential Asbestos Hazard: The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workers and building occupants. Although the building will be 'unoccupied' Apprise all worker, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of the proper work procedures which must be followed.
- D. Stop Work: If the Owner, the Consultant, or the Owner's Representative, presents a written stop work order, immediately and automatically stop all work. This order will be signed by the senior on-site supervisor and the immediate supervisor of the participating activity / event. The need to advise the contractor's office, project manager, or other individual will not be an acceptable delay in the expected immediate stoppage of work. Do not recommence work until authorized in writing by the Owner's Representative.
- E. Asbestos-Containing Materials: The following asbestos containing materials are known to be within the scope of work of this project; if any other materials are found within the designated work sites immediately notify the Owner's Representative:

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CONFIRMED POSITIVE ASBESTOS CONTAINING MATERIALS					
LOCATION	MATERIAL DESCRIPTION	% ASBESTOS	QUANTITY	CLASSIFICATION	CONDITION ASSESSMENT
Throughout building*	Sheetrock and Joint Compound Wall	3% Chrysotile	All	Friable	Good
	Sheetrock and Joint Compound Ceiling	2% Chrysotile	All	Friable	Good
Basement / Ground Level	Bottom Layer Tan 12"x12" Floor Tile (Kitchen, Mech. Room & MP Room)	40.40% Chrysotile	480 SF	Non-Friable	Good
	Flue Pack	2-3% Chrysotile	5 SF	Friable	Deteriorated
1st Floor / Main Level	Janitor's Closet 12"x12" Brown Floor Tile	2% Chrysotile	12 SF	Non-Friable	Good
2nd Floor / Mid Level	Break Room / Kitchen 12"x12" Blue Floor Tile	2% Chrysotile	350 SF	Non-Friable	Good
3rd Floor / Upper Level	Bathroom 9"x9" Green Striped Floor Tile	4% - 6% Chrysotile	50 SF	Non-Friable	Good
	Bathroom 9"x9" Green Striped Floor Tile Mastic	1.6% - 2.9% Chrysotile	50 SF	Non-Friable	Good
Attic	Vermiculite	Anthophyllite & Chrysotile	480 SF	Friable	Good

* This excludes the sheetrock and joint compound in the new section of the library and the Mid Level / 2nd Floor Historic Room

NOTE:

- * Quantities, lengths, and footage listed herein are for general arrangement and probable estimated linear or square footage only. The contractor is responsible for verifying each location and determining actual quantities. The contractor is not to assume that the probable quantities listed are totally accurate. The contractor shall be responsible for determining actual quantities of all materials.

3.02 REMOVAL OF ASBESTOS CONTAINING MATERIALS:

A.

- All removal work is to be done under Full Containment and in compliance with all Federal, State – NJAC 5:23-8 (Sub Chapter 8) and Local Regulations **under unoccupied building conditions**.
- All air sampling TEM for Final Clearance Samples.
- A variance will be obtained from NJDCA for the Attic abatement of the Vermiculite.
- All electric and HVAC to be shut down inside containment. All electric inside containment shall be GFI protected.
- Air sampling to be carried out in the waste route.
- Fire retardant materials for all wood and poly.
- Pressure monitored at decontamination chamber and interior makeup air.
- Digital Manometer with continuous printout throughout the abatement period and pressure differential to be maintained at -0.03" water column.
- Minimum of 4 air exchanges per hour in containment.
- All AFDs to be exhausted outside of the building.
- Contingency plan shall be followed as per Subchapter 8 and as listed in Section 2.10

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- B. Where necessary, the contractor shall implement fall protection.
- C. All Final Clearance Sampling will be by TEM Air Sampling for Full Containment Procedures in compliance with NJAC 5:23-8 (Sub Chapter 8) Regulations for unoccupied buildings.

Start & Completion Dates

Start Time/Date	Completion Time/Date
Approx May 17, 2024	Approx June 15, 2024

- D. **The Contractor must obtain the Construction Permit before starting work.**
 - E. **The Contractor is responsible for obtaining the Re-occupancy Permit for the building to be able to be reoccupied on completion of the job.**
 - F. TEM Clearance Sampling.
 - G. Teardown & project completion- dates to be determined.
 - H. Deviation from predetermined scheduled hours must be approved by the Borough of Watchung.
- 3.03 GENERAL ABATEMENT METHODOLOGY

The Contractor shall work with the owner/consultant/construction manager and vary the order of removals to adjust to their schedules.

- A. All work on this project shall follow USEPA 40 CFR FOR UNOCCUPIED BUILDINGS.
- B. All exterior and interior wall and ceiling penetrations (doors, windows, etc.) inside the work area shall be sealed with two layers of 6-mil fire resistant polyethylene sheeting.
- C. All elevated work shall be conducted utilizing scaffolding and/or ladders. Workers shall not be permitted to climb or stand on furniture or fixtures etc.
- D. Spray adhesives, furring strips, staples, and duct tape may be utilized to secure containment area sheeting and materials. Contractor bears the full responsibility for any damage caused using these materials and shall be solely responsible for returning any damaged building materials to their original condition unless specifically authorized by these bid documents or by the building owner or Consultant in writing.
- E. Care is to be taken on all stairways; the use of handrails is mandatory.
- F. The contractor is responsible for all labor and lab fees for additional Final Air Clearance Samples should the first round of Final Air Clearance Samples fail.
- G. The Contractor shall use appropriate "wet" removal techniques to keep fiber release to a minimum.

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- H. Waste Disposal: Waste removal to the locked dumpster shall be conducted at the end of each workday. Enough time must be allocated to complete all operations prior to the end of the shift. Waste material must be packaged so that no sharp edges can puncture the bags. Insulation must be visibly wet. Bags containing waste must be "goose neck" sealed, then moved to the bag load outdoor, HEPA cleaned to remove gross debris then wet wiped and then passed into the bag load out chamber where they must be put into a clean fiber drum, sealed, and again wet wiped prior to being passed out of the containment. PCM air sampling shall be conducted during the waste removal process.
- I. As soon as the bags are removed from the work area, they must have all necessary labels attached, and be taken to the dumpster.
- J. The dumpster shall be at the location agreed upon at the preconstruction meeting. The dumpster shall remain locked when unattended.
- K. The building owner will shut down and lock out all HVAC equipment. It is the Contractor's responsibility to verify that all HVAC equipment has been shut down and locked out. In addition, electrical service to equipment not requiring operation, in the work area, will be shut down prior to installing critical barriers. Work area lighting will be furnished as detailed in the Temporary Enclosure section of this specification.
- L. The Contractor is responsible for obtaining a Construction Permit and the Certificate of Occupancy from the Local Construction Official or agency responsible for issuing the relevant permits.
- M. All critical barriers covering any openings between the work area and adjacent areas shall be constructed of two layers of 6 mil polyethylene sheeting, duct tape, spray glue, or foam caulking. Duct tape and glue alone shall not be accepted as a critical barrier regardless of the size of the opening.
- N. Whenever more than one layer of polyethylene sheeting is used for the same purpose (i.e., critical barriers), layers shall be complete.
- O. Poly independent of each other and attached in such a way that the substrate is visible between the tape lines.
- P. Rags will be used during the pre and final (prior to the clean-up inspection) cleaning activities. Disposable towels may be used during the removal stage of the project.
- Q. The contractor will be responsible for the repair of all finished work and materials damaged by the removal of the asbestos unless specifically stated otherwise.
- R. The fire alarms may remain active throughout the project. The contractor shall be responsible for reimbursing all associated costs for any emergency response to any false alarm caused by the contractor or his representatives.
- S. No smoking will be allowed on the property.

3.04 PRODUCTS

- A. Product specification data and all MSDS shall be submitted to the consultant.
- B. Sealant: all bridging sealant, lockdown, and heavy-duty sealant (high viscosity) must be tinted when dry and exhibit Fire Resistant (rated class "A", ASTM E _ 84 or UL 723 Tests) properties _ (i.e. Certane 1000, 2000, 3000 or equal).
- C. Foam Sealant: Expanding Urethane foam caulking used to seal wall penetrations, cracks, or openings shall be Class 1 Fire Rated by UL 723 testing or equivalent.

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3.05 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall limit his use of the premises to the work indicated.
- B. Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
- C. Keep existing driveways and entrances serving the premises clear and available to the owner. Limit use of these areas for parking or storage of materials. Storage of materials and parking shall be confined to areas designated by the building owner at the pre-bid meeting.
- D. Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.
- E. Contractor's Use of the Existing Building: Maintain existing building in a safe and weather tight condition throughout the work period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the work period.
- F. Keep public areas such as hallways, stairs, and toilet rooms free from accumulation of waste, rubbish, or construction debris.

-END OF SPECIFICATIONS-