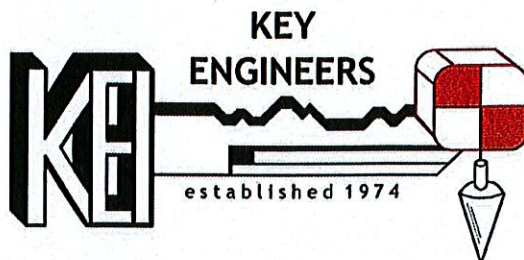


ENGINEERING & PLANNING

Municipal
Consulting
Construction
Residential
Commercial
Industrial
Construction Management



SURVEYING

Residential
Commercial
Industrial
Governmental
Construction

SPECIFICATIONS

For the

POLICE DEPARTMENT RENOVATIONS

At the

MUNICIPAL BUILDING

Located at

229 TRENTON AVENUE

In the

BOROUGH OF BARRINGTON
Camden County, New Jersey

(KEI #11-411BR1116)

May 15, 2023

Revised August 30, 2023

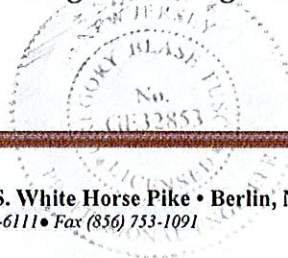
PREPARED BY:

A handwritten signature in blue ink, which appears to read 'Gregory B. Fusco'.

Gregory B. Fusco, P.E., P.P., C.P.W.M.

Certified Municipal Engineer

Barrington Borough Engineer



Key Engineers, Inc. • 80 S. White Horse Pike • Berlin, NJ 08009
(856) 767-6111 • Fax (856) 753-1091

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
	Notice to Bidders	1 - 2
A	GENERAL SPECIFICATIONS	
	I. Information to Bidders	A1 - A5
	II. General Provisions	A6 - A31
	III. LINK: New Jersey Department of Labor-Prevailing Wage Rates	1
B	SCOPE OF WORK	B1 - B8
C	TECHNICAL SPECIFICATIONS	C1 - C52
D	PROPOSAL SECTION	
	<ul style="list-style-type: none"> ▪ Consent of Surety ▪ Statement of Ownership Stockholder Disclosure ▪ Acknowledgement of Receipt of Changes to Bid Documents Form ▪ Non-Collusion Affidavit ▪ Affirmative Action Compliance Notice ▪ Qualification Form (Licenses) ▪ Qualification Form (Projects) ▪ Subcontractors List and Certification Form ▪ List of Intended Suppliers/Others ▪ Status of Contracts on Hand ▪ Site Visitation Statement ▪ Equipment Certification ▪ Vendor Certification and Political Distribution Form ▪ Disclosure of Prohibited Investment Activities in Iran, Russia & Belarus ▪ Debarred, Suspended and Disqualified Contractor Affidavit ▪ Completed Proposal ▪ Bid Document Submission Checklist 	D1 D2 - D3 D4 D5 D6 D7 - D8 D9 D10 D11 D12 D13 D14 D15 - D16 D17 D18 D19-D22 D23 - D24

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Borough of Barrington for the "Police Department Renovations at the Municipal Building located at 229 Trenton Avenue in the Borough of Barrington, Camden County, New Jersey" and will be opened and read in public at the Barrington Borough Municipal Building, 229 Trenton Avenue, Barrington, New Jersey on Tuesday-October 3, 2023 at 10:00 a.m.

Bidders are required to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27), Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other applicable Federal, County, State and Municipal laws, rules and regulations.

Construction Plans, Specifications and forms of bids, prepared by Gregory B. Fusco, P.E., P.P., C.M.E., C.P.W.M., Borough Engineer, have been filed in said Engineer's office at 80 South White Horse Pike, Berlin, New Jersey. Copies of the Construction Plans, Specifications and forms of bids will be furnished on application to the Engineer, electronically. Should the bidder desire hard copies of the Construction Plans, Specifications and forms of bids will be furnished on application to the Engineer. All bidders are responsible for obtaining complete bid documentation in the manner as noted above. To obtain a copy of the Construction Plans, Specifications and forms of bids, please contact Key Engineers, Inc. at 856-767-6111, Extension 10. In the event of any inconsistencies between this advertisement, as published, and the bid documentation (electronic or hard copy), the bid documentation (electronic or hard copy) shall govern.

Bidders MUST visit the site to satisfy themselves of the site(s) and existing conditions prior to submitting their bid. Bidders MUST contact Chief Minardi at 856-547-3350 (Ext. 232) 24 hours in advance, to schedule the site inspection.

All inquiries from Prospective Bidders, Subcontractors or any other agencies regarding the project scope of work, construction plans, specifications, etc. shall be filed in writing to Gregory B. Fusco, P.E., P.P., C.M.E., C.P.W.M., Borough Engineer, Key Engineers, Inc., 80 S. White Horse Pike, Berlin, NJ 08009 or fax (856) 753-1091 or email kevans@keyengineers.com and jbanchi@keyengineers.com. The Municipality shall not be contacted regarding project inquiries. It is requested that any inquiries be submitted by Wednesday-September 20, 2023 by 2:00 pm.

Bids must be made on the standard proposal form in the manner designated therein and required by the specifications and must be enclosed in a sealed envelope with the name and address of the Bidder and the name of the proposed work on the outside, addressed to Ms. Terry Shannon, Borough Clerk, Borough of Barrington Municipal Building, 229 Trenton Avenue, Barrington, New Jersey 08007 and must be accompanied by a bid bond or certified check for not less than ten percent (10%) of the amount bid for the proposal or proposal with the highest bid price if there are more than one proposal and for the base bid only if alternate bids are also included in that proposal, provided said bid bond or certified check need not be more than \$20,000.00 nor less than \$500.00, and a Consent of Surety and be delivered at the place on or before the hour named above. The proposal shall also be accompanied by all forms provided in the Proposal Section of the Specifications or to be submitted by the Bidder and listed in the Checklist. Bidders must comply with their State of New Jersey, Department of Labor "Certificate of Registration" as required by the "Public Works Contractor Registration Act" and State of New Jersey Business Registration Certificate issued by the New Jersey Division of Revenue as required by N.J.S.A. 52:32-44 and Public Law 2004, Chapter 57.

The Borough reserves the right to reject any and all bids (a) if Proposals are not accompanied by a bid bond or certified check, (b) if the Proposal forms have not been properly executed, (c) if the prices are obviously unbalanced, (d) if acknowledgments of addenda of the plans, specifications, or contract documents are not submitted with the bid and (e) if the Consent of Surety is not properly submitted and (f) if it is deemed to do so in the best interest of the Borough.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27-1 et seq.

By order of the Mayor and Council of the Borough of Barrington, Camden County, New Jersey.

ATTEST: Terry Shannon, Borough Clerk



SECTION A

GENERAL SPECIFICATIONS

INFORMATION FOR BIDDERS

1. QUALIFICATION OF BIDDERS:

The Bidders shall submit an equipment and experience statement listing the names of persons, firms or municipalities for whom they have performed similar work; the location and amount of the work and a description of the equipment owned or controlled by them which they proposed to use in this project, and other such information which will enable the municipality to judge their fitness and ability to properly perform and complete the work within the time specified.

The Bidder shall furnish a statement as to financial ability and shall include current assets and liabilities and lines of credit extended by lending institutions.

2. PROPOSALS:

Proposals shall be submitted on the standard form furnished in these specifications properly filled out and duly executed. Bids must be in the form of Total Lump Sum Bid as indicated by the attached Proposal form. For the purpose of comparison of bids received, the Total Lump Sum Bid stated in the Proposal will be considered the amount bid, along with the alternate Proposals, if any. When comparison of bids is made on a Lump Sum basis and the Lump Sum Price is found to have been incorrectly computed, changes will be made in any or all unit prices so as to attain conformity with the Lump Sum Price before the Contract is executed.

When the Proposal is made by an individual, his post office address shall be stated, and he shall sign the Proposal; when made by a firm or partnership, its name and post office address shall be stated, and the Proposal shall be signed by one or more of the partners; when made by a corporation, its name and principal post office address shall be stated, and the Proposal shall be signed by an authorized official of the corporation, with corporate seal affixed and signatures notarized in all cases. The Proposal shall also be accompanied by all forms provided in the Proposal Section of the Specifications or to be submitted by the Bidder and listed in the Checklist. Bidders must comply with their State of New Jersey, Department of Labor "Certificate of Registration" as required by the "Public Works Contractor Registration Act" and State of New Jersey Business Registration Certificate issued by the New Jersey Division of Revenue as required by N.J.S.A. 52:32-44 and Public Law 2004, Chapter 57.

The Proposal must be accompanied by a bid bond or certified check for not less than ten percent (10%) of the amount bid for the Proposal or Proposal with the highest bid price if there are more than one Proposal and for the base bid only if alternate bids are also included in that Proposal, provided said bid bond or certified check need not be more than \$20,000.00 nor less than \$500.00, and a Consent of Surety and be delivered at the place on or before the hour named above.

"All Bids, Proposals or Quotations will only be accepted if received at the Borough of Barrington Municipal Building which is located at 229 Trenton Avenue, Barrington, New Jersey 08026, Attn: Ms. Terry Shannon, R.M.C., Borough Clerk, during normal business hours which are between 8:30 a.m. until 4:00 p.m., Monday through Thursday and 8:30 until noon on Fridays, not including holidays. In the event, a Bid, Proposal or Quotation is attempted to be delivered at a time when the Municipal Building is closed, the Borough reserves the right to reject said Bid, Proposal or Quotation".

3. INTERPRETATION OR CHALLENGE OF BID SPECIFICATION:

In accordance with Local Public Contracts Law N.J.S.A. 40A:11-13 any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract. Any interpretations or challenges shall be filed in writing with Gregory B. Fusco, P.E., P.P., C.M.E., C.P.W.M., Borough Engineer, 80 S. White Horse Pike, Berlin, New Jersey 08009 (Fax: 856-753-1091/Email: gfusco@keyengineers.com). No oral interpretations or challenges to the plans and specifications shall be made.

4. RETURN OF BID BOND OR CERTIFIED CHECK:

Bid bonds or checks of all but the lowest and next lowest Bidders will be returned on the day of receipt of bids. Bids may be held by the Borough for a period not to exceed sixty (60) days from the day of the opening of the bids, for the purpose of reviewing bids and investigating the qualifications of the bidders, prior to awarding the Contract.

Bid bonds or checks will be returned to the two lowest bidders after the Award of Contract and when the Borough has received a properly executed contract and satisfactory performance bond.

5. PERFORMANCE BOND:

Within ten (10) working days of the award of the Contract, the Bidder to whom the Contract has been awarded shall furnish and deliver a Performance Bond to insure his faithful performance of the Contract and to indemnify and save harmless the Borough from any and all suits or actions which may be brought against it on account of any act or omission on the part of the Contractor or any of his agents, also to secure the payment of claims of all Subcontractors, materials and laborers who have performed work of furnished materials in or about the work required to be done pursuant to the said Contract.

Any modifications, omissions, or additions in or to the terms of the said Contract or in or to the Plans or Specifications, shall in no way affect the obligations of the Performance Bond.

The bond shall be for a sum of not less than the amount of the bid and shall be maintained by the Contractor until the acceptance of the work. The Performance Bond shall be executed by a surety company satisfactory to the Borough and must be approved by the Municipal Solicitor. No specific payment will be made for the cost of and furnishing the Performance Bond. The cost shall be included in various items in the Proposal.

FAILURE TO DELIVER THIS WITH THE EXECUTED CONTRACT SHALL BE CAUSE FOR DECLARING THE CONTRACT NULL AND VOID.

6. LABOR AND MATERIAL (PAYMENT) BOND:

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to subcontractors, laborers and suppliers for the labor and materials used in the work performed under the contract.

FAILURE TO DELIVER THIS WITH THE PERFORMANCE BOND SHALL BE CAUSE FOR DECLARING THE CONTRACT NULL AND VOID.

7. EXECUTION OF CONTRACT:

Within twenty-one (21) working days of the date of Award of Contract, the Bidder to whom the contract is awarded shall execute and deliver the Contract, in triplicate, together with a satisfactory Performance Bond to the Engineer. Failure of the bidder to whom the Contract is awarded to execute and deliver the Contract and Performance Bond in the manner and within the time provided shall be just cause for annulment of the award and the Certified check or bid bond accompanying his Proposal shall be forfeited and become the property of the Borough, not as a penalty, but as liquidated damages.

8. REJECTION OF BIDS:

The Borough reserves the right to return any bid unopened, without consideration, or to reject any or all bids if deemed to be to the best interests of the Borough to do so.

9. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to carefully examine this Information to Bidders, the Specifications, Proposal, Form of Contract and Plans for the work. It is also the obligation of the Bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project including all physical characteristics above, on or below the surface of the ground.

The Bidder represents that he has examined in detail the Plans and has read each and every clause and section of these Specifications, and has had full opportunity to consider the same and all other matters which in any way affect the work under this agreement and make necessary investigations relating hereto, and he agrees that he will not make any claim for or have any right to damages or an extension of time for the completion of the work, or any other concession, because of misinterpretation or misunderstanding of the Plans or Specifications or because of any lack of information.

The Borough will not be responsible for failure of the Bidder to properly estimate the difficulties encountered because of above stated conditions or for the Bidder overlooking any of the requirements of this agreement.

10. SUBLETTING AND ASSIGNING CONTRACT:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract to any other party. The Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence work amounting to not less than 50 percent of the Lump Sum Price bid for project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment, not ordinarily available in the organization of Contractors performing work of the character embraced in this contract. Subject to the above provisions and to the consent of the Engineer, work may be sublet. It is understood, however, that any consent of the Engineer for the subletting of any of the work of the Contract in no way relieves the Contractor from his full obligations under the Contract.

The Subcontractor shall look only to the Contractor for the payment of any claims of any nature arising out of the subcontract, and the Subcontractor agrees that he shall make no claim whatsoever against the Borough for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and the Subcontractor.

11. COPIES OF SPECIFICATIONS AND/OR PLANS:

Copies of the Specifications and/or Plans will be issued to each prospective bidder when applying to the Engineer. The bidder shall pay a sum stipulated by the Engineer for preparation and said charge for preparation will not be refundable. An additional set of Specifications and/or Plans will be issued, at no cost, to the Contractor after the Award of the Contract. Additional sets of Specifications and/or Plans will be issued to the Contractor upon payment for the cost of preparation.

12. METHOD OF AWARD/REJECTION:

The Borough reserves the right to reject any and all bids. It likewise, reserves the right to waive any nonconformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the requirements herein set forth. The determination of whether an error or departure is of substance rests within the sole domain of the municipality.

The Borough also reserves the right to reduce, increase, supplement items or quantities from the low bid when making the award, without negotiating the total lump sum, unit price or item with the low bidder.

13. FAILURE OF THE MUNICIPALITY TO RECEIVE BIDS OR NO BIDS SUBMITTED:

In the event that no bids are received, the Municipality will immediately re-advertise to bid the project with the understanding that no changes in the project Scope of Work, Specifications or Plans are made.

GENERAL PROVISIONS

1. DEFINITIONS:

BOROUGH, the Borough of Barrington, County of Camden, State of New Jersey.

ENGINEER, Gregory B. Fusco, P.E., P.P., C.M.E., C.P.W.M., the authorized representative of the municipality responsible for the control of project, 80 South White Horse Pike, Berlin, New Jersey 08009 (856) 767-6111, Ext. 10.

CLERK, Terry Shannon, R.M.C., Borough Clerk.

2. STANDARD SPECIFICATIONS:

The following Specifications, together with the Construction Plans shall govern the construction of the project and the execution of the Contract. These specifications are amendments and supplements to additional rules and regulations and are not to be interpreted as being the complete specifications governing the Contract.

Wherever the terms "Commissioner" and "State" appear in the Standard Specifications they shall be amended to read "Engineer" and "Borough" respectively.

Every bidder must possess a copy of the N.J.D.O.T. Standard Specifications, latest edition, which are available on the New Jersey Department of Transportation website.

3. ADDITIONAL APPLICABLE RULES AND REGULATIONS:

All construction shall be in strict conformance with the following codes/regulations, current edition and NJ editions:

- NJ State Uniform Construction Code
- NJ Rehabilitation Subcode 5:23-6
- 2020 National Electrical Code
- NJ Uniform Fire Protection Subcode
- ICC/ANSI A117.1-2009
- 2018 IRC NJ Edition
- 2018 IBC NJ Edition
- 2021 National Standard Plumbing Code
- 2021 International Mechanical Code
- 2021 International Fuel Gas Code
- 2021 International Energy Code
- All Local Regulations and Ordinances
- NJ Barrier Free Subcode
- Federal Americans with Disabilities Act
- NJ Department of Corrections NJSA Section 10A:A:34-2.5 Cell Specifications

4. **OMISSIONS OR ERRORS:**

The Contractor will not be allowed to take advantage of any omissions or errors in the Plans or Specifications. The Contractor shall notify the Engineer immediately as soon as said omission or error is discovered. The Engineer will issue all instructions concerning the omission or error.

5. **ALTERATION OF AMOUNT OR SCOPE OR WORK:**

The Borough shall have the right to increase or decrease the amount of any or all items of the work to be performed at the unit prices bid in the Proposal and they also shall have the right to alter the lines or grades for the work at any time before the execution. It is understood that the Borough and Contractor may enter into supplementary agreements, executed on a change order signed by both parties, for the Contractor to furnish materials or perform work of a kind not susceptible of classification under any of the items scheduled in the Proposal. The Change Order shall state the kind and character of such work or materials to be furnished and the amount to be paid therefore. If the Contractor fails to execute the Change Order for the supplementary agreement, the municipality may have the material furnished or work performed by others, and the Contractor shall not interfere therewith. The Contractor shall not, in any case, perform any supplemental work without receiving a written order from the Engineer. If the absence of any such order the Borough will not pay any claim for compensation beyond the contract unit prices.

6. **SUSPENSION OF WORK AND EXTENSION OF TIME:**

The Engineer may require a suspension of any portion of the work if, in his judgment, the weather, site conditions or other circumstances prevent the work from being done properly or safely. No allowance of any kind will be made for such stoppage. However, an extension of time for the completion of the work may be granted when, in the opinion of the Engineer, the cause of the suspension is beyond the control of the Contractor. The Borough may, upon written application of the Contractor, approved by the Engineer, grant an extension of time for the completion of the work.

7. **SUPERINTENDENCE:**

The Contractor shall at all times either be personally present at the site or be represented thereon by a competent, English-speaking superintendent, who shall be authorized to receive and carry out instructions.

8. **DAMAGES OR LOSSES:**

Any damage or loss arising from the nature of the work to be done, the weather, or from any unforeseen or unusual obstruction or difficulty which may be encountered in the pursuit of the work, shall be borne by the Contractor.

9. **QUALITY OF WORK:**

No part of the plans or specifications shall be interpreted as permitting anything other than a first-rate job. It is understood that the price bid for all the work shall include everything necessary for the completion of the work in every detail in a first-rate manner and no additional payment will be made except in the case of a written agreement as herein provided. Materials shall be of the best quality and shall be in first-rate condition when they are utilized in the project. Handling and storage of materials to fulfill this result shall be subject to the approval of the Engineer.

10. **PAYMENT:**

All work completed under the Contract will be measured for payment by the Engineer. Payment will be made for the amount of work actually done and properly completed for the bid items within the Proposal. Payment will be made on the basis of 90 percent monthly and the balance at final completion of the Contract and its acceptance by the Borough. Partial payment upon work or partial acceptance of work afterward found to be deficient shall not excuse the Contractor from this liability at any time before final acceptance and payment for the work.

11. **COMMENCEMENT AND COMPLETION:**

Upon execution of the Contract by the Borough, a fully executed copy thereof together with a Notice to Proceed will be provided to the Contractor. Receipt of the executed Contract and Notice shall constitute the Contractor's authority to enter upon the Site of Work, provided the Contractor has, prior thereto, submitted to the Engineer, and he has accepted the insurance certificates required under Subsection 107.23 and a Preconstruction Meeting has been held.

Construction operations shall not begin until the Contractor has supplied, and the Engineer has accepted, the progress schedule and other certifications, forms, schedules and any other information required by the Contract Documents and has established a field office as required by Subsection 105.15.

Construction operations shall begin within twenty-five (25) days of the date the Contract is executed by the Borough. Said twenty-fifth (25th) day is the first day of the Contract Time. Failure of the Contractor to begin construction operations within twenty-five (25) days, for any reason, shall constitute a Contractor delay. Failure to begin construction operations within forty (40) days shall constitute a default for which the Borough may take whatever action that is deemed appropriate under the Contract to the N.J.D.O.T. Standard Specifications.

Should the Contractor begin Work prior to the execution of the Contract, by the Borough, such Work shall be considered as having been done at his own risk and as a volunteer. In no event, however, shall the Contractor Work at the project site prior to the execution of the Contract by the Borough, unless proof of insurance has been provided in accordance with Subsection 107.23. In the event the Borough decides to reject the Contract, the Contractor shall, at his expense, do such Work as is necessary to leave the site in an approved condition. If any of the Work done prior to the Borough's rejection affects any existing building or site improvements, the Contractor shall, at his expense, restore it to its former condition or the equivalent thereof, as approved.

However, all Work done in accordance with the Contract Documents prior to its execution by the Borough will, if the Borough executes the Contract, be considered authorized Work and will be paid for as provided in the Contract.

The Contractor is not entitled to additional compensation or extension of Contract Time for any delay, hindrance or interference caused by or attributable to commencement of Work prior to the twenty-fifth (25th) day following execution of the Contract by the Borough.

The Contractor shall give the Resident Engineer at least seventy-two (72) hours advance notice, in writing, of his intention to start construction operations.

The Contractor shall continue the work without interruption and complete the same within one-hundred eighty (180) calendar days, after the date of the Notice to Proceed. The Contractor shall not be permitted to work on Saturdays, Sundays or holidays. Days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations, the Contractor will not be charged for a working day whether or not conditions should change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations. Should the prosecution of work be discontinued for any reason, the Contractor shall notify the Engineer, in writing, prior to discontinuing work and at least twenty-four (24) hours in advance of resuming operations.

If the Contractor fails to complete the project and each and every part and appurtenance thereof fully, entirely and in conformity with the provisions of the contract within the time stated in the Contract, or within such further time as may have been granted in accordance with the provisions of the Contract, then the Borough may withhold permanently from the Contractor's total compensation the appropriate amount determined from the following table for each and every day that the work remains incomplete, which said amount shall not be considered a penalty, but liquidated damages for the loss, inconvenience and extra expense to the Borough by such delays.

Schedule of Liquidated Damages

<u>Original Contract Amount</u>	<u>Liquidated Damages per Day</u>
\$ 0 - \$ 250,000	\$ 500.00
\$250,001 - \$ 500,000	\$ 1,000.00
\$500,001 - \$1,000,000	\$ 2,000.00

In addition to the liquidated damages outlined above in accordance with NJSA 40A:11-17, The Borough reserves the right to deduct, from the contract price, any wages paid to any inspectors or inspectors necessarily employed by it on the work, for any number of days in excess of the number of days allowed in the specifications.

12. NEW JERSEY ONE-CALL CENTER:

The Contractor is required to perform proper notification of the New Jersey One-Call Center (formerly Garden State Underground Plant Location Service) prior to excavation, for the purpose of identifying the location of underground facilities. This requirement is in accordance with the Underground Facility Protection Act (P.L. 1994 c. 118).

Any and all utilities not subscribing to the New Jersey One-Call Center shall be contacted individually. No work shall commence without proper notifications and verification of all markouts being performed.

13. JOB MEETING:

Prior to commencement of work, the Engineer shall meet with the Contractor or his representative. Notice of at least 48 hours is requested so there will be no conflict of scheduling.

14. MAINTENANCE OF VEHICULAR AND PEDESTRIAN TRAFFIC:

The design, application, installation and maintenance of sign, barricades, lighting devices, and other traffic control devices shall conform to Part 6 of the Manual on Uniform Traffic Control Devices for Street and Highways, 2009, and Work Zone Control, U.S. Department of Transportation. The Contractor must provide proper traffic control devices during the entire construction to the Engineer's satisfaction. The Contractor shall contact the Police department prior to submitting a bid to determine the specific requirements of the Department. 24-Hour Road Closings will NOT be permitted.

The local police department is to be notified 72 hours prior to the start of construction. It shall be the sole decision of the police department on the requirement of police service being required during any or all construction. Should Local Police Department be required, their services shall be paid for by the Borough at no cost to the Contractor.

If, in the opinion of the Engineer, provisions for protection and maintenance of traffic are insufficient, the Engineer or his representative may stop the work until the proper protection has been provided or arranged for the Contractor. If at the time the proper protection still is not provided, the Borough may provide the necessary traffic control devices. The cost for such devices will be charged to the Contractor and deducted directly from his payment due for construction. If the Borough deems that traffic control devices are needed during the day when the Contractor is not working and the Contractor does not immediately provide these devices upon verbal notice, the Borough may provide such devices and charge the Contractor the cost for such devices and will be deducted directly from his payment due for construction.

15. PERMITS OR INSPECTION FEES:

Any inspection fees from outside agencies having jurisdiction over the proposed construction items etc., such as the New Jersey Department of Environmental Protection, the Camden County Municipal Utilities Authority, Municipal Construction Office shall be paid for by the Contractor at no expense to the municipality. The Contractor shall be responsible for all necessary permits and notification of work schedules for superintendence by those agencies. The Contractor must show proof to the Engineer that all formalities have been met before any work commences.

16. CONSTRUCTION STAKES:

The Engineer will stake out such work, as he may deem necessary in order that the Contractor, with reasonable effort, can transfer them accurately to the work.

The Contractor shall maintain the line and grade stakes furnished by the Engineer and shall lay out there from the work he is to perform under the Contract. If any stakes are damaged, lost, displaced, or removed, they shall be reset or replaced by the Engineer at a charge to the Contractor for the actual cost of the work. The Contractor shall be responsible for the finished work conforming to the lines and grades furnished by the Engineer as specified above.

The cost to the Contractor of laying out the work from lines and grades furnished by the Engineer and the cost of stakes reset or replaced by the Engineer, as above described, shall be included in the price bid for the various items scheduled in the Proposal.

17. "BUY AMERICAN" CLAUSE:

Only manufactured and farm products of the United States, wherever available, shall be used in the execution of the work specified herein; pursuant to New Jersey Statute Title 40A:11-18.

"Buy American Laws": The municipality will accept materials, as specified, on the basis of Certificates of Compliance stating that the materials or assemblies fully comply with the requirements of the Contract.

A Certificate of Compliance must be submitted to verify compliance with the "Buy American Laws" for steel and iron products incorporated into the project, the contractor shall provide a certification from the manufacturer stating the country where the steel or iron product was melted and manufactured including application of coatings which protect or enhance the value of the material. If a Certification of Compliance, as specified in Section 106.07 of the Standard Specifications, contains a statement regarding the County or Manufacturer, a separate certification is not necessary.

Four (4) copies of the manufacturer's Certificates of Compliance are to be provided with each delivery of materials, components and manufactured items that are accepted by certification. Ensure that Certificates of Compliance contain the following information:

1. Project Name
2. Name of the Prime Contractor.
3. Material description.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label marking and seal number.
6. Date and method of shipment.
7. A statement that the material conforms to the Contract material requirements and that representative samples have been sampled and tested.
8. If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract.
9. Signature of a person having legal authority to bind the supplier.
10. Signature attested to by a notary public or other properly authorized person.

The municipality will not make payment for work for which material is accepted on the basis of a Certificate of Compliance until the Engineer has received the required Certificate of Compliance and inspected and accepted the material or assembly.

Materials, whether in place or not, that do not conform to the requirements of the Contract, are considered unacceptable. The municipality will reject unacceptable materials. Immediately remove rejected materials, unless approved by the Engineer. Do not use rejected material, for which the defects have been corrected, until approval has been given by the Engineer.

18. TESTING MATERIALS:

Sampling and testing materials shall conform to the requirements of Section 106 of the Standard Specifications.

Except as provided in Section 106 all materials will be tested at the expense of the Borough.

19. **INSURANCE:**

The Contractor shall not commence work until he has provided proof of insurance in the following minimum amounts:

A. **Public Liability and Property Damage**

- | | |
|---|-----------------|
| 1. Property damage, each occurrence | \$ 500,000.00 |
| 2. Bodily injury, each occurrence | \$ 1,000,000.00 |
| 3. Aggregate for public liability and property damage | \$ 1,000,000.00 |

B. **Automobile Liability Insurance**

- | | |
|---|-----------------|
| 1. Property damage, each occurrence | \$ 500,000.00 |
| 2. Bodily injury, each occurrence | \$ 1,000,000.00 |
| 3. Aggregate for Automobile Liability Insurance | \$ 1,000,000.00 |

C. **Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute.

All the insurance noted above shall provide protection for the Borough, its representatives, employees, Borough Engineer and others lawfully at the project, as well as protection against vandalism to the project, and shall be maintained until the completion and final acceptance of the project by the Borough.

20. **MAINTENANCE BOND:**

Before final payment is made by the Borough, the Contractor shall furnish a Maintenance Bond to the Borough in a sum equal to ten percent of the final Contract price, but not less than \$ 500.00. The bond and the surety corporation shall be satisfactory to the municipality and shall remain in full force and effect for a period of one year from the date of acceptance of the project by the Borough and shall provide that the Contractor guarantees to replace for said period of one year all work performed or furnished that was not performed or furnished according to the terms and performance requirements of the Contract, and make good the defects thereof which have become apparent before the expiration of the said period of one year. No specific payment will be made for the cost of and furnishing the Maintenance Bond. The cost shall be included in various items in the Proposal. No payment for furnishing the Maintenance Bond will be made to the Contractor.

If, in the judgment of the Engineer, any part of the project need be replaced, repaired, or made good during the specified guaranty period, for the reasons stated above, he will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within such time as the Engineer may direct, or if he fails to complete such work within the time prescribed by the Engineer, the Borough will have the work done by others and the cost thereof shall be paid by the Contractor or his surety. Before the surety is released from his bond, the Engineer shall certify, in writing, that the foregoing obligations have been duly performed.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

21. SAFETY AND HEALTH REGULATIONS:

The Contractor shall, under this article, follow the standards and procedures set down under Section 107 of the contract Work Hours and Safety Standards Act, as amended (83 Stat. 96; 40 U.S.C. 333), and in Secretary of Labor's Order No. 12-71 (36 F.R. 8754), Part 1926 of Title 29 of the Code of Federal Regulations and its revisions including amendments published in the FEDERAL REGISTER and in effect as of November 23, 1972, commonly known as O.S.H.A. Standards. Excavations of any kind shall be completed in accordance with the U.S. Department of Labor, Occupational Safety and Health Administration, 1990 (Revised) (29 CFR Part 1926). Contractor shall also be required to abide by any additional applicable safety and health requirements in regard to this project.

22. PREVAILING WAGE RATES REQUIRED IN ALL CONTRACTS OVER \$16,263.00 CHAPTER 150, L. 1963 (N.J.S.A. 34:11-56. 25, et seq.):

The public body awarding any contract for public work shall ascertain from the State Commissioner of Labor and Industry the prevailing wage rate in the locality in which the public work is to be performed for each craft or trade needed to perform the contract AND SHALL SPECIFY IN THE CONTRACT ITSELF what the prevailing wage rate in the locality is for each craft or trade or classification of all workmen needed to perform the contract during the anticipated term thereof.

The contract shall contain a stipulation that such workmen shall be paid not less than such prevailing wage rate. Such contract shall also contain a provision that in the event it is found that any workmen, employed by the Contractor or any Subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract the public body 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.

Contractors or Subcontractors performing public work of a public body subject to the provisions of this act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such place or places as are used by them to pay workmen their wages.

23. CERTIFIED PAYROLLS:

The Contractor shall submit their Certified Payrolls and their Subcontractor's Certified Payrolls to the Owner (Municipality) via acknowledged hand-delivery or Certified/Registered Mail, Attention: Municipal Clerk.

When confidentiality concerns exist, the Certified Payrolls can be placed in a sealed envelope marked "(FIRM NAME) CERTIFIED PAYROLLS - TO BE OPENED BY THE MUNICIPAL CLERK".

The Contractor shall *not*, in any case, submit their Certified Payrolls forms and/or their Subcontractor's Certified Payrolls forms to the Engineer's Office.

24. INSPECTION/MEASUREMENTS AND PAYMENTS:

Inspectors are authorized to inspect all aspects of the project and report to the Engineer/Owner. Inspectors are Not authorized to act as a Foreman or perform other duties that are the responsibility of the Contractor/Subcontractor. Inspectors have the authority to reject work subject to confirmation by the Engineer, on behalf of the Owner.

The Contractor shall request the measurement of quantities for payment with the Inspector and/or Engineer, two (2) days in advance. Failure of the Contractor to measure the quantities for payment with the Inspector and/or Engineer may result in delayed payment. The Engineer shall Not process any requests for payment unless the measurements were completed as specified.

The Engineer shall specify the date that the Contractor shall submit their request for payment to allow for processing and consideration of payment by the Owner. Failure of the Contractor to meet the specified submission date, may result in delayed payment.

The Contractor shall submit the request for payment which shall include, but not be limited to, the following:

- Contractor's name, address, phone and fax numbers and email address
- Project Owner's name
- Project name
- Invoice/Voucher No.
- Line Item No.
- Line Item Description
- Line Item Total Quantity to Date

- Line Item Unit Price
- Line Item Total Amount
- Total Dollar Amount Completed to Date
- Less Retainage
- Less Previously Paid
- Amount Due

Failure of the Contractor to submit, at a minimum, an invoice/voucher in the specified format may result in delayed payment.

25. **AFFIRMATIVE ACTION PROGRAM (P.L. 1975, c. 127):**

- A. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 (P.L. 1975, c. 127 and N.J.A.C. 17:27-1.1 et seq.). During the performance of this contract, the Contractor agrees as follows:
- (i) 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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;
 - (ii) 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, material status or sex;
 - (iii) The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act and shall post copies of this notice in conspicuous places available to employees and applicants for employment.'

- (iv) The Contractor or Subcontractor, where applicable, 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.

- B. When hiring workers in each construction trade, the Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions 1, 2, 3 below, as long as the Affirmative Action Office is satisfied that the Contractor is

employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

1. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time.
2. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (c) below; and
3. The Contractor or Subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

- C. If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (b) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one approved minority referral organization of its manpower needs, and request the referral of minority and female workers:
- (2) To notify any minority and female workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union, if the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to layoff some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ and minority and female workers so laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or Subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than the required, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards provided, however, that a Contractor or Subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination and which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary,

the Contractor or Subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (d) below.

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If for any reason said Contractor or Subcontractor determines that a minority individual or a female is not qualified or if said individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.

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

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

- E. The Contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three (3) days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than fourteen (14) days; and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer. The Contractor agrees to cooperate with the public agency in the payment of the budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training or minority or female trainees employed on the construction projects.
- F. The Contractor and its Subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

26. **AFFIRMATIVE ACTION PROGRAM FOR VETERANS (P.L. 1983, c. 197):**

- a. Affirmative Action Program for Veterans means plan guaranteeing to veterans an equal employment opportunity, which includes but is not limited to the following areas: recruitment, selection, hiring, training, promotion, transfer, layoff, return from layoff, compensation, and fringe benefits.
- b. Public Works contract means any contract to be performed for or on behalf of the State for the construction, alteration, or repair of any building or public work.
- c. "Veteran" means any soldier, sailor, marine, airman, nurse or army field clerk, who has served at least 90 days in the active military, naval or air service of the United States and has been discharged or released there from under conditions other than dishonorable.
- d. Any Contractor, Subcontractor, or their assignees working under a public works contracted shall list all vacancies in permanent jobs within five (5) days of their occurrence with the Division of Employment Services in the Department of Labor.

27. **OWNERS HOLD HARMLESS:**

Contractor shall indemnify and save harmless the Owner and its agents from all suits, actions and damages or costs of every name and description to which the Owner may be subjected or put by reason of injury to persons or property resulting from negligence or carelessness on the part of the Contractor, his servants or agents, in the performance of the work or in the delivery of materials and supplies, or on account of any act or omission of the Contractor, his servants or agents, in the execution of this contract, including extra work. The whole, or so much of the monies due to or to become due the Contractor under the Contract as may be considered necessary by the Engineers, shall be retained by the Owner until such suits or claims for damages shall have been settled or otherwise disposed of, and satisfactory evidence to the effect furnished to the Engineer.

28. The Borough reserves the right to reject any and all bids. It, likewise, reserves the right to waive any nonconformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the requirements herein set forth. The determination of whether an error or departure is of substance rests within the sole domain of the municipality.

The Borough also reserves the right to reduce, increase, delete or supplement items or quantities from the low bid when making the award without negotiating the Total Lump Sum, Unit Price or item with the low bidder.

29. **CONSENT OF SURETY:**

Contractor shall attach a Consent of Surety form from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the Surety Company will supply a performance bond for the contract in the full amount of the bid. Contracting units have the option of requiring bonding for contracts with a value of less than \$100,000. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, and any or all Subcontractors or by each respective Subcontractor or by any combination thereof which results in performance surety equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

FAILURE TO SUBMIT THIS SHALL BE CAUSE FOR REJECTION OF THE BID.

This certificate shall be obtained for a bond (1) for the faithful performance of all provisions of the specifications or for all matters which may be contained in the notice to bidders, relating to the performance of the contract or agreement, (2) if any be required, for a guarantee bond for the faithful performance of the contract provisions relating to the repair and maintenance of any work, project or facility and its appurtenances and keeping the same in good and serviceable condition during the term of the bond as provided for in the specifications, or (3) in such other form as may be provided in the specifications.

Bidders are required to comply with the requirements of P.L. 1999, c.440 (effective April 17, 2000) and P.L. 1975, c. 127, Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other applicable Federal, State, County and Municipal laws, rules and regulations.

30. **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS OF PUBLIC CONTRACTORS (N.J.S.A. 52:32-44)(P.L. 2004, c.57):**

All firms are advised that effective September 1, 2004, c.7 expands the State Contractor Business Registration Program to contracting units as defined in the Local Public Contracts Law. Effective January 18, 2010, P.L. 2009, c.315 revises the State Contractor business Registration requirement and permits filing a BRC prior to award of contracts if not filed with bid. ALL BIDDERS (AND THEIR SUBCONTRACTORS) COMPETING FOR MUNICIPAL CONTRACTS MUST PROVIDE A COPY OF THEIR BUSINESS REGISTRATION CERTIFICATE BY THE DATE THE BID IS AWARDED. FAILURE TO DO SO WILL RESULT IN A REJECTION OF YOUR BID. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to P.L.2009, c.315 (A-557/S2366), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Additional information may be found at the website www.nj.gov/dca/lgs/lpcl.

31. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT (PWCRA) (N.J.S.A. 34:11-56.48):**

Public work means any construction, reconstruction, demolition, alteration or repair work, or maintenance work including painting and decorating, done under contract and paid for in whole or in part out of the funds of the public body, except work performed under a rehabilitation program. This also includes off-site workers who custom fabricate

plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project [N.J.S.A. 34:11-56.26(5)]. Public work also means construction, reconstruction, demolition, alteration, or repair work done on any property or premises, whether or not the work is paid from public funds, if at the time of entering into the contract:

1. Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and
2. The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet [N.J.S.A. 34:11-56.26(5)(a)(b)].

This Act, Chapter 238, requires public works contractors to be registered with the Division of Wage and Hour Compliance prior to submitting a bid. Contractor is required to submit their certificate after the bid proposal is received and prior to the award of a contract is made (N.J.S.A. 34:11-56.55). After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed subcontractors. All named subcontractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive. Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.

Additional information on the PWCRA can be obtained from the website www.nj.gov/labor/lssc/lspubcon.html.

32. **DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION (ELEC):**

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,
- To a political party committee, legislative leadership committee, political committee or continuing political committee.

The report will include all reportable contributions made by the business entity during the 12 months prior to the reporting deadline. ELEC will be promulgating a form and procedures for filing commencing in January 2007. ELEC can also impose fines for failure to comply with this requirement.

While the local unit has no role in this process, it is recommended that all bid or proposal specifications and contracts should include language notifying business entities of their potential obligation under the law. Such language could read as follows:

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

33. MATERIALS, FUEL AND LABOR PRICE ADJUSTMENTS:

The municipality will not make monthly price adjustments for any materials and labor cost, if there is a variation during the course of the bidding and construction process, except for the following instances:

- a. An asphalt price adjustment shall be applied to each ton of hot mix asphalt purchased and used regardless of the tonnage. The price adjustment shall be calculated in accordance with N.J.D.O.T. Standard Specifications, Section 160 formula and relevant instructions.

All invoices for payment shall be accompanied by the contractors calculation of any asphalt price adjustment and a display of both the current months asphalt price index and the basic asphalt price index.

The term "hot mix asphalt" includes equivalent asphalt cement based products (e.g. warm mix asphalt).

- b. A fuel price adjustment shall be made. The price adjustment shall be calculated in accordance with N.J.D.O.T. Standard Specifications, Section 160 formula and relevant instructions.

Monthly price adjustments may be divided into two (2) periods.

Price adjustments may result in an increased payment or a decreased payment to the Contractor.

The Contractor shall incur any and all additional costs, for all materials, insurance and labor increases, not specified in items a and b above.

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

The Contractor and the Borough of Barrington (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

(REVISED 4/10)

EXHIBIT A

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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, race, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

EXHIBIT B (Cont)

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:275.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

EXHIBIT B (Cont)

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

EXHIBIT B (Cont)

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



STATE OF NEW JERSEY DEPARTMENT OF LABOR PREVAILING WAGE RATES

Camden County and Statewide

FOR COUNTY AND STATE WAGE RATES, CONTRACTORS MUST VISIT:

<https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>



SECTION B

SCOPE OF WORK

1.1 SCOPE OF WORK:

Under this contract and for the indicated bid price, the successful bidder for the Police Department Renovations at the Municipal Building located at 229 Trenton Avenue in the Borough of Barrington, Camden County, New Jersey, shall furnish all necessary permits, labor, materials, equipment, fuel, bonds, insurance and all else necessary therefore and incidental thereto to complete all work as herein described, to the satisfaction of the Engineer. The contractor shall obtain all necessary State, County and Municipal construction permits. Cost for said permits shall be included in the lump sum price bid for various items in the Proposal. The Borough shall waive all permit fees.

1.2 EXISTING CONDITIONS:

- a) The proposed work will be performed at the Municipal Building located at 229 Trenton Avenue in the Police Department and Recreation Center.
- b) Bidders **MUST** visit the site to satisfy themselves of the site(s) and existing conditions prior to submitting their bid. Bidders **MUST** contact Chief Minardi at 856-547-3350 (Ext. 232) 24 hours in advance, to schedule the site inspection.
- c) The Municipal Building is a one-story and two-story masonry structure.
- d) The Police Department is utilized 24 hours/7-days a week. The Recreation Center is currently not utilized.

1.3 PROPOSED WORK:

- a) The intent of this project will be to perform demolition and renovate the Police Department and Recreation Center, as identified, and to the limits depicted on the Plans and/or as directed by the Engineer.

The proposed work shall include, but will not be limited to, the following:

- Removal and resetting/re-installing office equipment, etc. to be re-used.

- Removal and lawful disposal (including transportation and fees) of walls, counter tops, cabinets, lockers, door(s), various incidental items and concrete floor slab.
- The contractor shall be responsible for moving items scheduled to remain in each work area such as, but not limited to, desks, chairs, cabinets, etc. Personal items shall be moved by the Police Department personnel.
- Removal and lawful disposal of suspended ceiling and ceiling tiles, as necessary, to construct the new wall(s) through the grid system and to replace the ceiling tiles and grid system.
- Removal and lawful disposal of and installation of commercial grade carpeting and/or V.C.T. tiles.
- Removal, containment and lawful disposal, including transportation and fees of one (1) layer of floor tile and mastic containing asbestos containing material (A.C.M.).
- Construction of a U.L. Level 3 Bullet-Proof Wall(s) and Window(s), Complete.
- Construction of concrete floor slab(s).
- Installation of new L.E.D. in ceiling light fixtures (including new wiring and conduit).
- Removal of parking area lighting fixtures and installation of new L.E.D. light fixtures.
- Construction of all wiring, conduit and breakers.
- Painting wall surfaces.
- Installation of acoustical suspended ceiling system and ceiling vents and returns.
- Construction of restroom(s) (including, but not limited to, all required plumbing).
- Detention Cell and corridor improvements.
- Construction of a small kitchen area.

- Construction of a locker room.
 - Installation of a modular cabinet system.
 - Replacement of doors per the Door Schedule.
- b) The contractor shall coordinate his work with the Borough's I.T. contractor (E³ IT Services) for the cabling/server room improvements and full access control for the (8) doors indicated on the Plans with proximity Key Fob (by others).
- c) The contractor shall be solely responsible for performing all measurements and verifying all dimensions necessary prior to ordering any materials.
- d) Bidders MUST visit the site location and inspect the job site to satisfy and familiarize themselves with the site accessibility and work conditions.

Bidders MUST contact Chief Minardi, at 856-547-3350 (Ext. 232) 24 hours in advance, to schedule the site inspection.

No allowance for omissions will be made for failure on the part of the Bidder to do so. It shall be the contractor's responsibility to verify all existing conditions prior to bidding.

- e) Any damage that has been created outside of the limits of the proposed improvements must be repaired and/or replaced, like-in-kind, by the contractor, at his expense.

A properly balanced payment schedule must be provided by the contractor at the Preconstruction Meeting for the general construction tasks provided in this Scope of Work for review and approval.

A project schedule must also be provided at the Preconstruction Meeting in the order of the proposed improvements as indicated in Section 1.6 QUANTITIES.

The contractor shall not be permitted to work on Saturdays, Sundays or holidays.

Construction hours of operation shall be from 8:30 a.m. to 4:30 p.m.

Upon request, a PDF of the original Architectural Plans for "The Recreation (former Senior) Center and Municipal Building" shall be provided. Requests shall be submitted to Mr. Tom Dastick at tdastick@keyengineers.com.

1.4 GENERAL REQUIREMENTS

Property Protection/Cleanup:

The contractor shall be responsible for the protection of property during the course of work. All items within the building shall be protected from damage. The contractor shall be responsible for repairing and replacing all damaged items at his expense and at no extra cost to the Borough as directed by the Engineer. The contractor shall be responsible for cleanup, transportation and lawful disposal, including disposal fees, of all waste materials generated or created by construction to the satisfaction of the Engineer.

The contractor must provide a dumpster or dump truck on-site at his expense and shall place all materials that are to be disposed of in the dumpster at the end of each working day. At the end of each workday, the dumpster or dump truck shall be properly secured or removed from the site to prevent access by persons when the contractor is not present at the site.

Responsibility of Contractor:

The contractor shall follow all manufacturers' current requirements for the express purpose of obtaining a guarantee. The contractor shall employ only competent mechanics thoroughly skilled in their respective crafts and they shall perform all work in accordance with the highest standards of established practice in the trade. The contractor shall produce only first-class workmanship and the most presentable, stable and durable results. All defective, damaged, defaced, or other work of substandard quality will be rejected by the Borough. The contractor shall repair all rejected work or, if repairing is either not possible or practical, or if prohibited, replace it with new work in accordance with the Specifications and without extra cost to the Borough.

All damage during the construction phase of work or caused by defective workmanship, thereafter, shall be repaired at the contractor's expense and at no cost to the Borough. It is the responsibility of the contractor to inspect the construction area and verify that there are no existing conditions which may prevent proper completion of work as described herein. If such conditions exist, necessary measures to correct them must be taken prior to the commencement of the work by the contractor. The price for said work shall be included in the total lump sum price bid in the Proposal. The Borough shall be notified immediately of any work requiring corrections.

The contractor shall be responsible for all coordination and scheduling of his subcontractors and the scheduling and coordination with the contractor, for all phases of the proposed improvements, with the approval of Police Chief Minardi and/or the Engineer.

The contractor shall obtain all State, County and Borough Construction Permits. All Borough permit fee(s) shall be waived.

The contractor shall not store any materials or equipment along the street or parking lot, which interferes with the daily activities of the residents. In addition, the contractor shall not be permitted, at any time, to stockpile any materials or park any equipment within the municipal right-of-way or parking lot after hours. The contractor shall provide a location for staging areas and equipment storage outside of the right-of-way without creating a hazardous condition, at his expense.

The contractor shall be required to perform various incidental items to complete the project.

Submittals:

Manufacturer's names, shop and setting drawings, installation fastening recommendations and warranty/guarantee information must be submitted at the time of the preconstruction meeting.

The contractor shall email submittals two (2) weeks prior to the commencement of construction for all items for review by the Engineer. There will be no specific payment for this item, cost to be included in the price of various items in the Proposal.

The contractor shall video record with audio description, the entire project limits to document the site conditions and provide two (2) CD or DVD copies or by email to the Engineer. There will be no specific payment for this item, cost to be included in the price of various items in the Proposal.

Delivery, Storage and Handling:

Carefully handle and store all materials in such a manner as to preclude damaging the materials or finishing in any way. Materials or equipment shall be stored in the Recreation Center.

The contractor shall be responsible for delivering to the site all equipment and materials needed.

General Electrical and Plumbing:

If required, the contractor shall submit an Electrical Plan and Plumbing Plan prepared, and signed, by a New Jersey Licensed Electrician and Plumber to the Electrical and Plumbing Subcode Officials for approval as part of the permit application.

Installation/Location:

Installation of fixtures and equipment shall be in accordance with the manufacturer's instructions, these specifications and layout as shown on the Plans and as directed by the Engineer, Borough Officials and applicable codes.

Disposal:

All items shall be transported and delivered to a lawful disposal site, including disposal fees, by the contractor. The contractor shall provide a dumpster or dump truck onsite for transportation and disposal of waste produced from his operation.

The location of the dumpster or dump truck must be approved by the Borough prior to placement.

Preparation/Inspection:

Before beginning the installation, examine the areas in which the work is to be performed to determine proper fit and to verify all dimensions. The construction shall be inspected by all applicable agencies, the Engineer and Borough Construction and Subcode Officials. The contractor shall be responsible for any damage caused by his operation.

The formal final inspection of the completed work shall be made jointly by the contractor, Borough Construction and Subcode Officials, Chief Minardi, Borough Engineer, Lt. Tobin, N.J.D.O.C. (Detention Cell and Corridor Improvements) and all applicable agencies.

Installation or details noted as deficient during field inspections must be repaired or corrected by the contractor to the satisfaction of the applicable agencies, Borough and/or Engineer and made ready for inspection within five (5) calendar days.

Upon completion, two (2) copies of the appropriate maintenance manual(s) shall be provided to the Borough.

Failure of the contractor to follow the directions of the Police Chief, Engineer and/or his representatives may result in a “STOP WORK” order. Should a “STOP WORK” order be issued, the contractor shall incur all expenses to secure the job site and remobilization costs when authorized by the Engineer to recommence.

1.5 CONSTRUCTION SCHEDULE:

The following Construction Schedule is anticipated:

- | | |
|-------------------------------|--------------------------|
| ▪ Award of Contract: | October 10, 2023 |
| ▪ Preconstruction Meeting: | October 24, 2023 |
| ▪ Shop Drawings/Material: | Forty-nine (49) calendar |
| days, or seven (7) weeks | |
| ▪ Commence with Construction: | December 20, 2023 |
| ▪ Complete Construction: | April 17, 2024 |

The Construction Schedule has been developed to ensure the completion of the project in a timely manner. However, it is understood that due to unforeseen circumstances (i.e., material/equipment lead times), the Construction Schedule is subject to change.

1.6 QUANTITIES:

See Page B8

1.6 QUANTITIES

BASE BID: Police Department Renovations at the Municipal Building located at 229 Trenton Avenue
In the Borough of Barrington, County of Camden, State of New Jersey

<u>No.</u>	<u>Item Description - Payment Items</u>	<u>Qty</u>	<u>Unit</u>
1	Demolition, Complete	1	LS
2	Remove Asbestos Containing Material (ACM), Complete	700	SF
3	Recreation Center Conversion Improvements, Complete	1	LS
4	Processing Room Improvements, Complete	1	LS
5	Detention Cell and Corridor Improvements , Complete	1	LS
6	Woman's Locker Room Improvements, Complete	1	LS
7	Men's Locker Room Improvements, Complete	1	LS
8	Detective's Office Improvements, Complete	1	LS
9	Evidence/Interview Room Improvements, Complete	1	LS
10	Sergeant's Office Improvements, Complete	1	LS
11	Parking Area Improvements, Complete	1	LS

The Borough may award a contract to the lowest bidder of the Base Bid and/or portions thereof.

The Borough reserves the right to reject any and all bids. It, likewise, reserves the right to waive any nonconformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the requirements herein set forth.

The Borough also reserves the right to reduce, increase, delete or supplement items or quantities from the low bidder when making the award, without negotiating the Total Lump Sum, Unit Price or item with the low bidder.



SECTION C

TECHNICAL SPECIFICATIONS

GENERAL CONSTRUCTION SPECIFICATIONS

HOLLOW METAL DOORS (BULLET RESISTANT AND NON-BULLET RESISTANT)

Work under this section shall include all materials, labor, equipment and services necessary to replace the existing metal door and frame and install bullet resistant doors and frames in the locations depicted on the Plans.

Bullet resistant doors shall be 36" x 80" flush hollow metal and frame, UL Level 3 with 18-gauge steel stiffeners, fiberglass core, 6"x 36" lite (where indicated on the Plans), UL Level 3 Protection by Curries Model No. 847 or equivalent.

Non-Bullet resistant doors shall be 36" x 80" flush hollow metal and frame, 14-gauge with 22-gauge steel stiffeners, fiberglass core, 6"x 36" lite (where indicated on the Plans) and 20"x20" Vent Panel in the lower portion of the restroom doors, Protection by Curries Model No. 747 or equivalent.

Doors and frames shall be factory primed and field applied finish paint with two (2) coats of Sherwin-Williams Gloss Exterior Acrylic Latex A-100 and Semi-Gloss Interior Acrylic Latex Super Paint or equivalent. Color to be selected by the Borough.

Door hardware shall be as follows, or equivalent:

- Hinges - three (3) 4½" x 4½" Standard Weight Hinges
- Lockset - Yale 8800, AU Lever, (Satin Chrome Finish) or 8891(FL) Fail Safe, 12v AU Lever, (Satin Chrome Finish) where Key Fob Keyless Entry is proposed
- Exit Devices - Yale 7130-K5(F), (Satin Chrome Finish) with 8891(FL), Fail Safe, 12v AU Lever, (Satin Chrome Finish) where Key Fob Keyless Entry is proposed
- Closer - Yale 3301 (Satin Chrome Finish)
- Bumper - One (1) Wall Bumper
- Threshold - PEMKO 171A (Exterior Exit Doors)
- Jamb/Head Weatherstrip - PEMKO 303AS w/53 (Exterior Exit Doors)
- Door Sweep - PEMKO 18062AP (Exterior Exit Doors)

All door hardware shall be A.D.A. and New Jersey Barrier-Free Compliant.

All doors and frames shall be three (3) hour fire rated.

All exit doors indicated on the plans shall be equipped with an Exit Device.

The contractor shall coordinate his work with the Borough's I.T. contractor (E³ IT Services) for the cabling/server room improvements and full access control for eight (8) doors indicated on the Plans with proximity Key Fob (by others).

The contractor shall install the doors, frames and hardware in accordance with normal construction practices and in accordance with the manufacturer's instructions and recommendations.

CONCRETE FLOOR SLAB, COMPLETE

Concrete floor slab shall be cast-in-place as follows:

Codes and Standards: ACI 301 "Specifications for Structural Concrete Buildings"; ACI 318, "Building Code Requirements for Reinforced Concrete"; comply with applicable provisions except as otherwise indicated.

Certificates: Submit one (1) copy of certificate for each concrete batch delivered to the project, signed by both the concrete producer and the contractor, certifying the mix (including all admixtures), and shall be accompanied by copies of the batch delivery ticket.

Manufacturer's Data: Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing material and others as requested by the Engineer.

Mix Proportions and Design: Proportion mixes comply with mix design procedures specified in ACI 301.

Provide minimum N.J.D.O.T. Class B, 3,700-PSI (28-day class design strength)/4,500 PSI (28-day verification strength) concrete mix, unless otherwise indicated.

Use air-entraining admixtures in all concrete, providing not less than 4 percent or more than 6 percent entrained air for concrete exposed to freezing and thawing, and from 2 percent to 4 percent for other concrete.

Concrete Materials:

Portland Cement. ASTM C 150, Type as required.

Fly Ash. ASTM C618, Type C or F.

Limit use of fly ash in concrete mix design to not exceed 25 percent of cement content by weight.

Aggregates: ASTM C 33, except local aggregates of proven durability may be used when acceptable to Engineer.

Water: Drinkable.

Air-Entraining Admixture: ASTM C 260.

Water-Reducing Admixture: ASTM C 494; type as required to suite project conditions. Only use admixtures which have been tested and accepted in mix designs, unless otherwise acceptable.

Related Materials:

Membrane-Forming Curing Compound. ASTM C 309, Type I.

Moisture (Vapor) Retarder.

Form Materials:

Provide form materials with sufficient stability to withstand pressure of placed concrete without bow or deflection.

Exposed Concrete Surfaces: Suitable material to suit project conditions.

Field Quality Control

Testing: Perform testing of completed piping in accordance with local authorities having jurisdiction.

Reinforcing Materials:

Steel rebar. (4) # 5 rebar (where indicated)

Forming and Placing Concrete:

Job-Site Mixing. Use drum type batch machine mixer, mixing not less than 1½ minutes for one cu. yd. or smaller capacity. Increase mixing time by at least 15 seconds for each additional cu. yd. or fraction thereof.

Ready-Mix Concrete. ASTM C 94 or Class 'B' Concrete.

Formwork: Construct so that concrete members and structures are of correct size, shape, alignment, elevation and position.

Clean and adjust forms prior to concrete placement. Apply form release agents or wet forms, as required. Retighten forms during concrete placement if required to eliminate mortar leaks.

Reinforcement: Position, support and secure reinforcement against displacement. Locate and support with metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.

Install steel rebar in as long lengths as practicable, lapping at least one (1) foot and wiring to joint as one.

Joints: Provide construction, isolation, and control joints as indicated or required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs-on-ground to stabilize differential settlement and random cracking.

Installation of Embedded Items: Set and build into work anchorage devices and other embedded items required for other work that is attached to or supported by cast-in-place concrete. Use setting diagrams, templates and instructions provided by others for locating and setting.

Concrete Placement: Comply with ACI, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.

Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.

Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.

In cold weather comply with ACI 306.

In hot weather comply with ACI 305.

Exposed-to-view Surfaces: Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smoothly.

Slab Trowel Finish: Apply steel trowel finish to slab surfaces that are exposed-to-view. Consolidate concrete surfaces by finish troweling, free from trowel marks, uniform in texture and appearance, and free of oil, dust, dirt, paint, grease and any other substances that will interfere with the adhesion of final surface finish. Floor slab to be finished as per manufacturer's recommendations for floor tile installation.

Tolerances: Variations in concrete floor slab level shall not exceed 1/8" in ten (10) feet.

Curing: Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.

Preparation

Concrete floor slabs shall be constructed on a 6 mil. Polyethylene vapor retarder which has been placed over 4" thick, clean compacted crushed stone.

Methods of Construction

The contractor shall do all excavation of whatever substances encountered to the depth necessary to replace the demolished/removed concrete floor slab.

Excavation shall not be carried below the required level except where unstable soil is encountered. The Engineer shall determine the depth of unstable material to be removed and the contractor shall as his direction remove same and replace with washed gravel, crushed stone or slag thoroughly tamped. Whenever any excavation has been made below the required level, it shall be replaced with gravel, crushed stone on slag and thoroughly tamped.

Excavation shall be completed in accordance with the U.S. Department of Labor, Occupational Safety and Health Administration 1990 (revised) (O.S.H.A. 226 and 29 CFR Parts 1926.650 through 1926.652).

ROUGH CARPENTRY, COMPLETE

Lumber: Provide lumber, S4S, S-Dry unless otherwise indicated, grade marked, complying with PS 20 and the following requirements:

Wood Framing shall be the following Grade or Species or Equivalent:

2" x 4" and 2" x 6" - No. 2 southern yellow pine, premium No. 2
1" x 2", 1" x 4", 1" x 6", - No. 1 southern yellow pine

Concealed Boards: Standard grade, any species graded under WWPA rules or No. 3 grade Southern Pine graded under SPIB rules.

Lumber for Miscellaneous Uses: Unless otherwise indicated, provide standard grade lumber for support of other work, including cant strips, bucks, nailers, blocking, furring, grounds stripping and similar members.

Plywood: Provide APA graded panels complying with PS 1/ANSI A199.1 for type of applications indicated.

Interior - 3/4" Thick AC or BC Plywood Sheathing

Fasteners and Anchorages: Of size, type, material and finish suited to application shown and complying with applicable standards including FS FF-N-105 and FF-W-92 and ANSI B 18.6.1. Provide metal hangers and framing anchors of size and type recommended for intended use by manufacturer. Hot-dip galvanized fasteners and anchorages for work exposed to weather, in ground contact and high relative humidity to comply with ASTM A 153. Power actuated fasteners/nails shall be used to fasten wood to concrete floor panels and masonry walls. Provide a bead of construction adhesive in addition to nailing.

Install rough carpentry work: to comply with "Manual of House Framing" by National Forest Products Association (N.F.P.A.) and with recommendations of American Plywood Association (APA), unless otherwise indicated. For sheathing, underlayment and other products not covered in above standards, comply with recommendations of manufacturer of product involved for use intended. Set carpentry work to required levels and lines, with members plum and true and cut to fit.

Securely attach carpentry work: to substrates and supporting members using fasteners of size that will not penetrate members where opposite side will be exposed to view or receive finished materials. Install fasteners without splitting wood; fasten panel products to allow for expansion at joints unless otherwise indicated. Provide continuous layer of sill sealer below pressure treated sill plate and concrete slab. Power actuated fasteners shall be used where 2" x 4" and 2" x 6" wood plates are fastened to the concrete floor.

WINDOWS, COMPLETE (BULLETPROOF)

Work under this section shall include all materials, labor, equipment and services necessary to create new openings in wood framing and install one (1) bulletproof transaction window (Dispatch Office) and one (1) bulletproof window (Processing Room) at the locations shown on the plans and/or as directed by the Engineer.

Bulletproof transaction window shall be manufactured by North American Bulletproof, Model Number EXTW (windows) U.L. Level 3 at the custom size and configuration shown, or equivalent. Windows shall be 36" wide X 48" high.

Units to be complete, meeting the following standards, including:

Bulletproof Glazing:	UL Level 3 L3-PP-BF-NC by Smart Guard or equivalent No spall asymmetrical laminate constructed with glass, and polycarbonate bonded together with adhesive inter-layers and an abrasion resistant polycarbonate spall shield. Provide in clear.
Frame:	2" x 5½" bolt – in, bullet resistant, 12-gauge steel UL Level 3 painted as specified herein.
Removable Stop:	1" x ¼" 14-gauge steel stainless steel with rubber stop. Rubber blocks installed at 1/3 points for voice communication.
Bottom Aluminum Cap:	1½" x 1¼" aluminum cap at exposed glaze edge with rubber setting blocks.
Deal Tray:	MDT – 1212 Series stainless steel Deal Tray by North American Bulletproof or equivalent -1 Unit (Dispatch Office).
Talk Thru:	One (1) CRL CLD 103 Round Talk Thru by CR Laurence or equivalent. Talk Thru shall be bullet resistant UL Level 3 Clear Laminate Polycarbonate (Dispatch Office).
Customization:	One (1) North American Bullet Proof, Model Number EXTW Bullet proof transaction window (Dispatch Office) or equivalent shall be assembled together utilizing 12 gauge steel bullet resistant UL Level 3 framework as recommended by the manufacturer. Full UL Level 3 protection must be provided.

Shop Drawings: Shop Drawing must be submitted for the Engineer's approval prior to beginning fabrication.

Installation: Windows shall be installed only by experienced window erectors following all of the manufacturer's recommendations and instructions. The contractor is cautioned regarding the weight of the Bullet proof windows. While unloading and storing at the job site prior to erection, windows shall be handled carefully and protected at all times from damage. Windows shall be stacked standing on edge on wood strips. When stored at the site, windows shall be off the ground and protected from the elements by waterproof covering securely tied and ventilated to prevent condensation.

The erectors shall securely anchor windows in place, setting them plumb, level and square in the openings without distortion and in accordance with approved shop drawings and all manufacturer's recommendations and instructions. Anchor bolt type, size and spacing shall be in accordance with the all manufacturer's recommendations and instructions. Windows must be installed in coordination with the UL Level 3 wall armor specified herein.

Counter: The contractor shall provide a custom laminate countertop constructed of two sheets of 3/4" AC interior grade plywood for the pass-thru, a custom laminate countertop constructed of one (1) sheet of 3/4" AC Interior Grade Plywood 3' long and 9'-8" long. Laminate material shall be by Wilsonart, Formica, or equivalent. Color, style and finish shall be selected by the municipality. The countertop edge shall be 1 1/2" round oak bull nose trim. Custom countertop shall be mortised to accept deal tray. Shop drawings of the countertop must be submitted to the engineer for review and approval by the bullet proof transaction window manufacturer. The countertop shall be installed in accordance with all the manufacturer's recommendations and instructions (Dispatch Office).

Trim: Window pockets shall be trimmed with furring and gypsum board like interior walls; however, the bullet resistant fiber glass armor (UL Level 3) must also be constructed in accordance with all manufacturer's recommendations and instructions.

The unprotected side (resident side) of the window opening shall be trimmed with 2 1/4" wood clamshell trim.

Sealants: Sealants or caulking shall be in accordance with all manufacturer's recommendations and instructions.

Cleaning After Installation: All exposed portions of the windows shall be cleaned after finishing of the building is complete.

Warranties: Windows and insulated glass shall be warranted against defects of material and workmanship under normal usage for a period of 1 year on frames and 5 years on the glass from the date of installation.

FIBERGLASS BALLISTIC WALL ARMOR (BULLET RESISTANT SHIELD), COMPLETE

The entire 2" x 6" wood stud and gypsum board walls (floor to bar joists/wall to wall) shall be reinforced on the protected side of the Processing Room and Dispatch Office walls with shotgard BB-3 Bullet Resistant composite Armor manufactured by North American Bullet Proof, or equivalent.

Multiple - ply ballistic fiberglass laminate shall be 7/16" to 1/2" thick and provide UL Level 3 protection. The material shall be ballistic fiberglass impregnated with a thermo set polyester-resin binder. The contractor shall follow all of the manufacturer's instructions and recommendations for the cutting, drilling and installation of the multiple - ply ballistic fiberglass laminate panels. Panels shall be provided in 4' x 8' sections and shall be installed with panel seams joining at all wall studs. To ensure protection at seams, continuous strips, 4" wide of multiple - ply ballistic fiberglass laminate panels shall be constructed on all studs that will contain multiple - ply ballistic fiberglass laminate panel seams. Intermediate studs shall receive wood furring to match the thickness of the multiple - ply ballistic fiberglass laminate.

The multiple - ply ballistic fiberglass laminate shall be installed completely around the custom bullet proof transaction window, following all of the manufacture's recommendations and instructions in order to provide the UL Level 3 protection specified.

The contractor shall install the door, door frames and hardware in accordance with normal construction practices and in accordance with the manufacturer's instructions and recommendations.

INSULATION, COMPLETE

Insulation shall be paper faced, Fiberglass R-13 and R-19 Batt Insulation by Owens Corning, CertainTeed, or equivalent for sound insulation purposes. Insulation shall be installed following all of the manufacturer's recommendations or instructions.

GYPSUM DRYWALL, COMPLETE

Gypsum Drywall shall be installed onto all of the interior walls and interior window and door cavities proposed.

The contractor shall follow all of the manufacturer's recommendations and instructions when installing the drywall in conjunction with the ballistic composite panels.

Products:

Gypsum Board: Provide gypsum board of type indicated in maximum lengths available to minimize end joints; comply with ASTM C 840 and the following:

Exposed Gypsum Board: ASTM C 36.

Provide fire resistant board and mold-resistant board where required.

Long Edges: Standard taper.

Thickness: $\frac{5}{8}$ " and $\frac{1}{2}$ " where specified.

Trim Accessories: Provide manufacturer's standard metal trim.

Provide corner beads at external corners.

Provide edge trim where edge of gypsum board would otherwise be exposed or semi-exposed; L-type for tight abutment at edges, otherwise U-type except special kerfed-type where kerf is provided in adjoining work.

Baseboard Molding: Vinyl cove wall base shall be FS-W-40, Type II, 4" high, 0.08" thick manufactured by Armstrong Flooring products or equivalent. Color to be selected by the Municipality.

Window Trim: $2\frac{1}{4}$ " southern yellow pine clam shell type painted and primed. The Dispatch Office transaction window shall receive wood trim on the corridor side of the wall only.

Joint Tape: ASTM C 475; perforated.

Joint Compound: ASTM C 475.

Provide ready-mixed vinyl-type for interior work.

Provide a single multi-purpose compound for three (3) courses of compound application.

Miscellaneous Materials: As recommended by gypsum board manufacturer as follows:

Gypsum Board Screws: ASTM C1002.

Installation and Finishing: Install wood stud framing and furring to comply with acceptable building practice; provide bottom and top runners anchored to substrates; isolate system from building structure to allow independent movement.

Ceiling Height: The suspended ceiling will be reconstructed/modified and constructed to match existing ceiling height as depicted on the Plan.

Install gypsum boards in lengths and directions which will minimize number of end joints. Gypsum boards of standard lengths should not be used. Gypsum boards should only be cut parallel to the long axis of the board to utilize the tapered edge of a joint. Install walls and partitions with exposed gypsum boards vertical where height of space exceeds 4'-0", with joints offset on opposite sides of partitions. Install boards with edges perpendicular to supports, with end joints staggered over supports, except where recommended in a different arrangement by manufacturer. Comply with ASTM C 840.

Form control joints with 1/2" space between boards. Apply trim accessory at face.

Isolate drywall work from abutting structural and masonry work; provide edge trim.

Screw gypsum board to wood framing.

Do not bridge building expansion joints. Leave space of the width indicated between boards, and trim both edges for installation of sealant or gasket.

Drywall Finishing: Except as otherwise indicated, apply joint tape and joint compound at joints (both directions) between gypsum boards. Apply compound at accessory flanges, penetrations, fasteners heads and surface defects.

Install compound in 3 coats (plus prefill of cracks where recommended by manufacturer); sand after last two (2) coats.

Painting: All drywall surfaces shall be primed with one (1) and painted with two (2) coats of interior paint as specified herein.

ELECTRICAL, COMPLETE

The existing building lighting wiring shall be used for the addition of all proposed L.E.D. light fixtures as indicated on the Plans. Provide and install all required conduit and wiring, to meet the intent of the work described on the Plans.

L.E.D. light fixtures shall be as indicated on the Plans.

Submittals:

General: The contractor shall submit an electrical plan signed and sealed by a licensed professional.

The contractor shall submit drawings, sealed by a licensed professional, detailing all electrical systems. The contractor is responsible for obtaining all necessary permits.

Delivery, Storage and Handling: Deliver products to the project properly identified with names, model numbers, types, grades, compliance labels and other information needed for identification.

Rough-In: Verify final locations for rough-ins with field measurements and with the requirements of the actual equipment to be connected.

Electrical Installations:

General: Sequence, coordinate and integrate the various elements of electrical systems, materials and equipment. Comply with the following requirements:

- Coordinate electrical systems, equipment and materials installation with other building components.
- Verify all dimensions by field measurements.
- Arrange for chases, slots and openings in other building components during progress of construction, to allow for electrical installations. Core holes in concrete floor panels to accept conduit. Caulk void space between concrete and conduit.
- Coordinate the installation of required supporting devices and sleeves to be set in poured-in-place concrete and other structural components, as they are constructed.
- Sequence, coordinate and integrate installations of electrical materials and equipment for efficient flow of the work. Give particular attention to large equipment requiring positioning prior to closing in the building.

- Where mounting heights are not detailed or dimensioned, install systems, materials and equipment to provide the maximum headroom possible.
- Coordinate connection of electrical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies. Provide the required connection for each service.
- Install systems, materials and equipment to conform with approved submittal data, including coordination drawings, to the greatest extent possible. Conform to arrangements indicated by the Contract documents, recognizing that portions of the work are shown only in diagrammatic form. Where coordination requirements conflict with individual system requirements, refer conflict to Engineer.
- Install systems, materials and equipment level and plumb, parallel and perpendicular to other building systems and components, where installed exposed in finished spaces.
- Install electrical equipment to facilitate servicing, maintenance and repair of replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- Install systems, materials and equipment giving right-of-way priority to systems required to be installed in a specified slope.

Conduit: Conduit shall be properly sized ($\frac{1}{2}$ " diameter minimum) EMT conduit, galvanized coated, UL listed, ANSI C-80.3. Conduit shall be appropriately sized in accordance with the National Electric Code. Rigid metal conduit shall be fastened to walls and ceilings properly sized rigid 1-hole straps. Elbows, bands, conduit bodies, boxes and all associated conduit accessories shall be rigid metal, galvanized steel.

Wires and Cables:

NEC Compliance: Comply with applicable requirements of NEC for construction and installation of wires/cables and connectors.

UL Compliance: Comply with UL Standards 83 and 486A. Provide wiring/cabling and connector products which are UL-listed and labeled consistent with their uses.

NEMA/ICEA Compliance: Comply with NEMA/ICEA Standard Pub/No. WC-5.

ASTM Compliance: Comply with ASTM B1, 2, 3 and 8.

Manufacturers: Provide wire/cable products of one of the following (for each type of wires/cables and connectors):

Wire and Cable:

American Insulated Wire Corp.
Brintec Corp.
Carol Cable Co., Inc.
Houston Wire and Cable
Senator Wire and Cable Co.
Southwire Company

Connectors for Wires and Cable Conductors:

AMP
3M Company
O-Z/Gedney Co.
Square D Company

Wires and Cables: Provide wire and cable as indicates suitable for the temperature, conditions, and location where indicated. Install all the wires in the raceway. Conduit shall be ¾" trade size EMT and shall be run concealed throughout the work where possible.

Conductor Material: Use copper conductors for all wires and cables.

Use copper conductors for all sizes indicated No. 6 AWG and smaller. For conductors indicated No. 4 AWG and larger, use copper or copper clad aluminum, except where a specific type of conductor material is indicated for a particular application.

Insulation: Provide THHN/THWN insulation for all conductor size 500 MCM and larger No. 8 AWG and smaller. For all sizes provide THW, THHN/THWN or XHHW insulation as appropriate for the locations where installed.

Cables: Provide the following type(s) of cables in NEC approved locations and applications where indicated. Conceal all cable in finished spaces.

- Armored Cable, Type AC: Provide where permitted by code.
- Armored Cable, Type AC: Provide for wiring in gypsum board partitions and for connections from raceway outlet boxes to lighting fixtures.
- Metal-Clad Cable, Type MC: Provide where indicated and elsewhere, where permitted by code.

- Service Entrance Cable, Type USE: Provide for underground service feeders to building.

Connectors for Conductors: Provide UL-listed factory-fabricated, solderless metal connectors of sizes, amperage ratings, materials, types and classes for applications and for services indicated. Use connectors with temperature ratings equal to or greater than those of the wires upon which they are used.

Installation:

- Pull conductors simultaneously where more than one is being installed in the same raceway. Use UL-listed pulling compound and lubricant, where necessary.
- Use pulling means including fish tape, cable, rope, and basket weave wire/cable grips which will not damage cables or raceways. Do not use rope hitches for pulling attachment to wire or cable.
- Install exposed cable, parallel and perpendicular to surfaces or exposed structural members, and follow surface contours.
- Tighten electrical connectors and terminals, including screws and bolts, in accordance with manufacturer's published torque tightening values. Where manufacturer's torque requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL 486A and B.

Field Quality Control: Prior to energizing check installed wires and cables with megohm meter to determine insulation resistance levels to ensure requirements are fulfilled.

Prior to energizing, test wires and cables for electrical continuity and for short-circuits.

Subsequent to wire and cable hook-ups, energize circuits and demonstrate functioning in accordance with requirements. Where necessary, correct malfunctioning units and then retest to demonstrate compliance.

Cabinets, Boxes, and Fittings

General:

Submittals - Submit the following:

- Product data: for cabinets and enclosures with classification higher than NEMA 1.

UL Listing and Labeling: Items provided under this section shall be listed and labeled by UL.

National Electrical Code Compliance: Components and installation shall comply with NFPA 70 “National Electrical Code”.

NEMA Compliance: Comply with NEMA Standard 250, “Enclosures for Electrical Equipment” (1000 maximum).

Products:

- Sheet Steel: Flat-rolled, code-gage, galvanized steel.
- Fasteners for General Use: Corrosion resistant screws and hardware including cadmium and zinc plated items.
- Fasteners for Damp or Wet Locations: Stainless steel screws and hardware.
- Cast Metal for Boxes, Enclosures and Covers: Copper-free aluminum except as otherwise specified.
- Exterior Finish: Gray baked enamel for items exposed in finished locations except as otherwise indicated.
- Painted Interior Finish: Where indicated, white baked enamel.
- Fittings for Boxes, Cabinets, and Enclosures: Conform to UL 514B. Malleable iron or zinc plated steel for conduit hubs, busing and box connectors.
- Metal Outlet, Device and Small Wiring Boxes: Conform to UL 514A, “Metallic Outlet Boxes, Electrical” and UL 514B, “Fittings for Conduit and Outlet Boxes”. Boxes shall be of type, shape, size, and depth to suit each location and application.
 - Steel Boxes: Conform to NEMA OS 1, “Sheet Steel Outlet Boxes, Device Boxes, Covers and Box Supports”. Boxes shall be sheet steel with stamped knockouts, threaded screw holes and accessories suitable for each location including mounting brackets and straps, cable clamps, exterior rings and fixture studs.
 - Cast-Aluminum Boxes: Copper free aluminum threaded raceway entries, and features and accessories suitable for each location including mounting ears, threaded screw holes for devices and closure plugs.

- Pull and Junction Boxes: Comply with UL 50, "Electrical Cabinets and Boxes", for boxes over 100 cubic inches volume. Boxes shall have screwed or bolted on covers of material same as box and shall be of size and shape to suite application.
 - Steel Boxes: Sheet steel with welded seams. Where necessary to provide rigid assembly, construct with internal structural steel bracing.
 - Hot-Dipped Galvanized Steel Boxes: Sheet steel with welded seams. Where necessary to provide rigid assembly, construct with internal structural steel bracing. Hot dip galvanized after fabrication. Cover shall be gasketed.
- Steel Enclosures with Hinged Doors: Comply with UL 50, "Cabinets and Enclosures" and NEMA ICS 6, "Enclosures for Industrial Controls and Systems".
 - Construction: Sheet steel, 16 gage, minimum, with continuous welded seams. NEMA class as indicated; arranged for surface mounting.
 - Doors: Hinged directly to cabinet and removable, with approximately 3/4" flange around all edges, shaped to cover edge of box. Provide handle operated, key locking latch. Individual door width shall be no greater than 24 inches. Provide multiple doors where required.
 - Mounting Panel: Provide painted removable international mounting panel for component installation.
 - Enclosure: NEMA 12 except as indicated. Where door gasketing is required, provide neoprene gasket attached with oil-resistant adhesive and held in place with steel retaining strips. For all enclosures of class higher than NEMA 1, use hubbed raceway entrances.

Execution:

Locations: Install items where indicated and where required to suit code requirements and installation conditions.

Cap unused knockout holes where blanks have been removed and plug unused conduit hubs.

Support and fasten items securely in accordance with section "SUPPORTING DEVICES".

Sizes shall be adequate to meet NEC volume requirements, but in no case smaller than the sizes indicated.

Remove sharp edges where they may come in contact with wiring or personnel.

Applications: Install the following types of cabinets, boxes and fittings as specified below, unless otherwise indicated:

- Hinged Door Enclosure: NEMA Type 12 enclosure, except as indicated.
- Outlet Boxes and Fittings: Install outlet and device boxes and associated covers and fittings of materials and NEMA types suitable for each location and in conformance with the following requirements:
 - Interior Dry Locations: NEMA Type 1, sheet steel or nonmetallic as permitted by local code.
 - Interior Dry Locations: Sheet Steel, Type 1.
 - Locations Exposed to Weather or Dampness: Cast Metal, NEMA Type 3.
 - Locations Exposed to Weather and Dampness: Cast metal, Type 3R.
- Pull and Junction Boxes: Install pull and junction boxes of materials and NEMA types suitable for each location except as otherwise indicated.

Mounting: Mount outlet boxes for switches with the long axis vertical or as indicated. Mount boxes for receptacles either vertically or horizontally, but consistently either way. Three or more gang boxes shall be mounted with the long axis horizontal. Locate box covers or device plates so they will not span different types of building finished either vertically or horizontally. Locate boxes for switches near doors on the side opposite the hinges and close to door trim, even though electrical floor plans may show them on hinge side.

Ceiling Outlets: For fixture, where wiring is concealed, use outlet boxes 4 inches square by 1½ inches deep, minimum.

Cover Plates for Surface Boxes: Use plates sized to box front without overlap.

Protect outlet boxes to prevent entrance of plaster and debris. Thoroughly clean foreign material from boxes before conductors are installed.

Install pull and Junction Boxes as follows, unless otherwise indicated:

- Box Selection: For boxes in main feeder conduit runs, use sizes not smaller than 8 inches square by 4 inches deep. Do not exceed 6 entering and leaving raceways in a single box. Quantities of conductors (including equipment grounding conductors) in pull or junction box shall not exceed the following:

<u>Size of Largest Conductors in Box</u>	<u>Maximum No. of Conductors in Box</u>
No. 4/0 AWG	30
250 MCM	21
500 MCM	15
Over 500 MCM	10

Mount pull boxes in inaccessible ceilings with the covers flush with the finished ceiling.

Grounding: Electrically ground metallic cabinets, boxes and enclosures. Where wiring to item includes a grounding conductor, provide a grounding terminal in the interior of the cabinet, box or enclosure.

Cleaning and Finish Repair: Upon completion of installation, inspect components. Remove burrs, dirt and construction debris and repair damaged finish including chips, scratches and abrasions.

Switches, Receptacles, GFI Receptacles: Manufacturer shall be Square 'D', LEVITON or equivalent.

ACOUSTICAL SUSPENDED CEILING SYSTEM, COMPLETE

An acoustical Suspended Ceiling System shall be installed in all areas indicated on the Plans.

The products and standards in this section apply to any acoustical panels and support system.

Acoustical Panel Standard: FS SS-S-118.

Acoustical Suspended Ceiling System, Complete shall be re-constructed/modified and constructed as shown on the Plans.

The products and standards in this section apply to any acoustical panels and support system.

Acoustical Panel Standard: FS SS-S-118.

Acoustical Suspension System Standards: ASTM C 635 for materials, ASTM C 636 for installation.

Surface Burning Characteristics: 25 or less for flame spread, 50 or less for smoke developed per ASTM E 84.

Fire-Resistance-Rating: As determined per ASTM E 110 and as indicated by reference to design designations in UL "Fire Resistance Directory".

Deliver Extra Materials: to Township. Furnish extra materials matching products installed and equaling 2.0% of acoustical units and exposed suspension members installed. Package materials in protective covering and identify with appropriate labels.

Products:

Mineral Composition Panels: Modulated, cast or molded with standard washable painted finish.

Tiles: shall be acoustic mineral fiber ceiling tile, cirrus open plan (2'x2' panels) by Armstrong Model No. 556 or equivalent.

Metal Direct-Hung Suspension Systems: Direct-hung systems, rolled-formed from prefinished cold-rolled steel sheet, with hanger wire, attachment devices and edge moldings and trim.

Non-Fire-Resistance Rated Exposed Double Web Steel Suspension System with 15/16" Wide Exposed Faces:

Structural Classifications: Heavy-Duty System

Finish: Painted White.

Fire-Resistance Rated Exposed Double Web Steel Suspension System with 15/16" Wide Exposed Faces:

Structural Classifications: Heavy-Duty System

Finish: Painted White.

Manufacturer: Subject to compliance with requirements, provide products of one of the following:

- Chicago Metallic Corporation
- Donn Corporation
- Eastern Product Div., Armstrong World Industries, Inc.
- National Rolling Mills, Inc.

Installation:

Layout: Balance ceiling borders on opposite sides, using more-than-half-width acoustical units.

Tolerance: 1/8" in 12'-0" level tolerance.

Pattern Direction: One-way, align joints.

Suspension System: Secure to building structure, with hangers spaced 4'-0" along supported members.

Edge Moldings: Secure to substrate with screw anchors spaced 16" o.c. miter corner joints.

Cope Exposed Edges of intersecting exposed suspension members to produce flush intersections.

Existing suspended ceilings to remain shall be reconstructed/modified and constructed to meet the locations of the new walls. The existing suspended ceiling framework shall be removed, be properly cut and trimmed to meet the new wall location and shall be re-hung. Existing ceiling tiles shall also be removed, cut and trimmed and reinstalled in the modified ceiling framework.

PAINTING AND FINISHING, COMPLETE

Submittals: Manufacturer's data, application instructions and label analysis for each coating material (for information only). Manufacturer's full range standard color samples for each type of finish color for color section by the municipality.

Description of Work: Painting and finishing of new interior surfaces, unless otherwise indicated.

Paint exposed surfaces, except as otherwise indicated, whether or not colors are designated. If not designated, colors will be selected by the Engineer from standard colors available for the coatings required.

Surfaces: All surfaces are to be painted in accordance with the manufacturer's recommendations. Primers and paints shall be specifically designed for the surface to which they are applied.

Interior Drywall/Wood trim:

Two (2) coats Sherwin-Williams Interior Acrylic Latex Super Paint

All colors shall be selected by the Municipality.

Exterior and Interior Ferrous Metal (Window Frames and Door and Frame):

One (1) coat Factory Primer

Two (2) coats Sherwin-Williams Gloss Exterior Acrylic Latex A-100 and Semi-Gloss Interior Acrylic Latex Super Paint

Work not included: Unless otherwise indicated, shop priming of ferrous metal items and fabricated components are included under their respective trades. Unless otherwise indicated, painting is not required on surfaces of concealed areas (i.e., chase areas). Finished metals such as anodized aluminum, stainless steel, bronze, and similar metals will not be painted. Do not paint any moving parts of operating units, or any equipment identification, performance rating, name or nomenclature plates or code-required labels. Rooms 1, 2, 3, 4, 6 and 7 shall be painted.

Manufacturers: Provide all paints and finished by one manufacturer; acceptable manufactures:

Sherwin-Williams equivalent.

Each paint provided shall be specifically designed for application to the surface type to which they are applied, i.e., metal, drywall, wood, masonry or concrete.

Delivery and Storage: Deliver materials to the job site in new, original and unopened containers bearing manufacturer's name, trade name, label analysis and manufacturer's instructions; containers not displaying this information will not be acceptable. Store in accordance with manufacturer's instructions, in tightly closed containers in well ventilated area. Remove oil rags, empty cans, rubbish and other discarded painting materials from the site at the end of each workday.

Job Conditions: Do not apply paints or finishes to damp or wet surfaces. Apply only at temperatures and humidity levels acceptable to manufacturer.

Protection: Protect work or other trades. Correct any painting related damages by cleaning, repairing or replacing and refinishing, as directed by the Engineer.

Coordination: Provide finish coats which are compatible with prime paints used. Provide barrier coats over incompatible primers where required. Notify Engineer in writing of anticipated problems using specified coatings with substrates primed by others.

Surface Preparation: Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions for each substrate condition. Examine all substrates and conditions under which painting will be performed for compliance with manufacturer's requirements, specifications and other requirements to achieve a satisfactory finish.

FLOORING, COMPLETE

The flooring shall be Commercial Grade as follows, in the locations indicated on the Plans.

Installation: Comply with flooring manufacturer's recommendations for type(s) of materials, project conditions, and intended use.

Apply wall base in lengths as long as practicable to walls.

Existing Tiled or Proposed Restroom(s) and Locker Room

Excelon Imperial Texture V.C.T. 12" x 12" Commercial Tiles with Vinyl Wall Base. FS SS-W-40, Type II, 4" high; 0.080" thick; with matching stops and preformed corner units; standard top-set cove to be installed along all walls by Armstrong or equivalent. Color and texture to be selected by the Borough.

Existing Carpeted Areas

Commercial Grade Nylon Carpet with Carpet Cove Wall Base by Mohawk or Shaw or equivalent. Style and color similar to the existing to selected by the Borough.

RESTROOMS

Finished/Accessories

a. **Restroom Partitions and Urinal Screens:**

Restroom Partitions and Urinal Screens shall consist of the contractor providing partitions and screens as shown on the Plans. Stall dimensions and configuration shall be as shown on the plans. The partitions shall be manufactured by General Partition, High Density Polymer 60 Series and FBS-7 or equivalent. The contractor will be responsible for submitting a catalog cut showing dimensions, available colors, fastening and materials of the partitions and partition doors. The Borough shall choose the partition color from the manufacturer's standard colors. Installation shall comply with manufacturers' recommendations. Doors on the handicap stall shall be supplied with lever handles in compliance with A.D.A. regulations. The standard stall shall comply with manufacturer's recommendations.

The partitions and partition doors and urinal screens shall conform to and be installed in accordance with the American National Standard ICC/ANSI A117.1-2009.

b. **Toilets, Urinals, Lavatories, Faucet and Showers**

All fixtures must be manufactured so as to be compliant with the requirements of the Americans with Disabilities Act.

Toilets shall be Floor-Mounted Elongated and Seat by American Standard Cadet 3 Right Height Model No. 3377.128ST or equivalent, having a minimum seat height of 17" from the finished floor with Elongated Heavy-Duty Open Front Seat Model No. 5901.10055.020.

Urinals shall be Wall-Hung Elongated Washout by American Standard Model No. 6541.132 or equivalent.

Lavatories shall be ADA Vanity with Solid Surface Top with Integral Bowl Model No. PLBSE-SNK-ADA-SS by Plam Cabinets or equivalent. Colors to be selected by the Borough.

Faucets shall be American Standard Model No. 1340M.107 with wrist blade handles or equivalent.

The showers shall be Classic 500 36" x 36" x 74" Alcove Shower Kit with Shower Wall and Shower Pan in High Gloss. Foundations Single-Handle I-Spray Shower in Chrome and Lyndall 36" x 64" - 3/4" Semi-Frameless Contemporary Pivot Shower Door in Chrome with 1/4" Rain Tempered Glass Panel and Chrome Handle or equivalent and Oatey Round No-Caulk White P.V.C. Shower Drain with 4-1/4" Round Snap-in Stainless Steel Drain Cover or equivalent.

All toilets, urinals, lavatories and shower faucets must be furnished and installed completely including connection to the new sewer line that will collect the waste and drain lines of all new fixtures, and all necessary water distribution piping.

The contractor shall submit for approval a plumbing schematic signed and sealed by a licensed plumber showing the proposed method of installation and venting and method of installing new water services to individual fixtures. All work shall be performed in accordance with applicable State and local plumbing codes. All fixtures must be installed in the positions shown on the plans to ensure compliance with the Americans with Disabilities Act.

c. Mirrors

Mirrors shall be 18" x 30", plate glass with stainless frame Model #B-294-1830 as manufactured by Bobrick or equivalent and shall be installed in the location shown on the plans. Mirrors shall be mounted 40" above floor surface to the bottom of the mirror.

Any mirror that is chipped, cracked or broken shall be replaced at the contractor's expense.

The mirrors shall be installed in accordance with the American National Standard ICC/ANSI A117.1-2009.

d. Combination Recessed Paper Towel Dispenser/Trash Receptacle

Combination Recessed Paper Towel Dispenser/Trash Receptacle shall consist of furnishing and installing the Combination Recessed Paper Towel Dispenser/Trash Receptacle and fastening devices in the location as shown on the Plan.

The body of the item shall be stainless steel. The Combination Surface-Mounted Paper Towel Dispenser/Trash Receptacle shall be a Bobrick Model No. B-3949 or equivalent and shall be stainless steel material with a satin finish on exposed surfaces. Sturdy welded construction, burr-free flexing, double-panel construction with full length piano hinges and tumbler locks. Rolled edge dispensing lips to prevent towel tearing and to provide safety for the user. The contractor will be responsible for submitting a catalog cut showing the dimensions, fastening and materials of the Combination Recessed Paper Towel Dispenser/Trash Receptacle.

The Combination Recessed Paper Towel Dispenser/Trash Receptacle shall conform to and be installed in accordance with the American National Standard ICC/ANSI A117.1-2009.

e. Soap Dispenser

Soap Dispenser shall consist of furnishing and installing new soap dispensers. The soap dispensers shall be a Bobrick, Model No. B-4112 or equivalent and shall be of stainless steel with seamless corners and burr-free beveled edges. Tank type surface mounted soap dispensers with concealed mounted bracket, vandal-proof filler hole and cover, unbreakable refill indicator. The contractor will be responsible for submitting a catalog cut showing the dimensions, fastening and materials of the soap dispensers.

The soap dispensers shall conform to and be installed in accordance with the American National Standard ICC/ANSI A117.1-2009.

f. Toilet Paper Dispenser

Toilet Paper Dispenser shall consist of furnishing and installing toilet paper dispenser.

The toilet paper dispenser shall be Bobrick, Model No. B-2888 or equivalent, and shall be of stainless-steel material with a satin finish. The contractor will be responsible for submitting a catalog cut showing the dimensions, color, fastening and materials of the toilet paper dispenser.

The toilet paper dispenser shall conform to and installed in accordance with the American National Standard ICC/ANSI A117.1-2009.

g. Grab Bars

Grab Bars shall consist of furnishing and installing three (3) grab bars for the handicap accessible stall (only) as shown on the plans. The grab bars shall be Bobrick, Model Nos. B-6806x 18", B-6806 x 36" and B-6806 x 42" or equivalent, of 18-gauge stainless steel, safety-grip finish, 1-1/4" outer diameter with fastening concealed with end caps. The grab bar behind the water closet will be 36" minimum in length and the bar next to the water closet will be 42" in length. The contractor will be responsible for submitting a catalog cut showing the dimensions, color, fastening and materials of the grab bars.

The Grab Bars shall be installed in accordance with the American National Standard ICC/ANSI A117.1-2009.

h. Restroom(s) Ventilator Fan

The restrooms(s) shall have installed one (1) Broan ceiling mounted ventilation fan, Model No. L150, 157 CFM or equivalent centrifugal restroom fan by Broan or equivalent. Venting shall be in accordance with local and state building codes.

The contractor shall submit ventilation plan to Engineer and Construction Official for approval prior to installation.

Fan operation shall coincide with the lighting fixture operation provided in the restroom. All necessary electrical work to achieve the interconnection shall be included.

i. Wall /FRP Covering

The walls shall be covered with standard FRP, Pebbled Surface 3/32" Thick as manufactured by Marlite or equivalent. Color to be selected by the Borough.

j. Floors

Floor: The concrete floor shall be cleaned Excelon Imperial Texture V.C.T. 12" x 12" Commercial Tiles with Vinyl Wall Base. FS SS-W-40, Type II, 4" high; 0.080" thick; with matching stops and preformed corner units; standard top-set cove to be installed along all walls by Armstrong or equivalent. Color and texture to be selected by the Borough.

k. Signs

General

Submittals: Submit the following:

Product Data: Manufacturer's construction details.

Shop Drawings: Indicate message for each sign; include wording and letter layout and installation details.

Products

Manufacturers:

Emed Co., Inc. or equivalent.

Plastic Laminate: High pressure plastic laminate engraving stock with face and core plies in contrasting colors.

Face color to be blue with white core.

Provide one (1) sign each with text for the MENS/WOMENS AND UNISEX RESTROOMS corresponding graphic symbol and Braille to be located on appropriate restroom doors. Signs shall be ADA compliant.

Signs to be attached to the wall adjacent to the doors with vandal resistant screws.

Execution

Installation: Locate signs where indicated, using mounting methods described. Install level, plumb and at height to meet ADA requirements with surfaces free from distortion or other defects in appearance.

Cleaning and Protection: At completion of the installation, clean soiled sign surfaces. Protect from damage until Owner's acceptance.

PLUMBING, COMPLETE

Scope of Work

Plumbing, Complete shall consist of furnishing and installing the number and type of fixtures, connections to service lateral, piping, etc. as shown on the Plans and in accordance with all applicable codes and design plan provided by the contractor.

Product Data: Submit manufacturer's product data for the following products:

Drainage piping specialties: Floor drain, baseboard radiation piping, toilet, lavatory and urinal.

Design: Shop drawings and plumbing schematic signed and sealed by a N.J. licensed plumber that shall be utilized for permitting purposes.

Quality Assurance

Codes and Standards:

Plumbing Code Compliance: Comply with applicable portions of BOCA Basic National Plumbing Code and National Standard Plumbing Code.

ANSI Compliance: Comply with applicable ANSI standards pertaining to materials, products and installation of soil and waste systems.

ASSE Compliance: Comply with applicable ASSE standards pertaining to materials, products and installation of soil and waste systems.

PDI Compliance: Comply with applicable PDI standards pertaining to products and installation of soil and waste systems.

Delivery, Storage and Handling

Do Not Store PVC or ABS pipe and fittings in direct sunlight for long periods.

Store pipe in a manner to prevent sagging and bending.

Sequencing and Scheduling

Coordinate the installation of vents, flashing and other roof penetrations.

Coordinate flashing materials installation for roofing, waterproofing and adjoining substrate work.

Coordinate the installation of drain in poured-in-place concrete floor slab, to include proper drain elevations, installation of flashing and slope of slab to drains.

Manufacturers

Manufacturer: Subject to compliance with requirements, provide drainage and vent system from one of the following:

Drainage Piping Specialties

Josam Mfg. Co.
Smith (Jay R) Mfg. Co.
Tyler Pipe; Subs. of Tyler Corp.
Zurn Industries Inc.: Hydromechanics Div.
General Engineering Co.

Above Ground Drainage and Vent Pipe and Fittings

Pipe Sizes 3" and Smaller: PVC, Type DWV pipe and fittings. Conform to ASTM D2664 for pipe and fittings, with solvent cemented joints using solvents conforming to ASTM D2564. DWV plastic fitting patterns shall conform to ASTM D3311.

Underground Building Drain Pipe and Fittings

Pipe Sizes 6" and Smaller: PVC Sewer Pipe and Fittings SDR-35. Conform to ASTM D2729, for pipe and fittings, with solvent cemented joints using solvents conforming to ASTM D2564.

Underground-Type Plastic Line Markers: Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6" wide x 4 mils thick. Provide green tape with black printing reading "CAUTION SEWER LINE BURIED BELOW", located directly over buried lines at 6" to 8" below grade.

Drainage Piping Specialties

Cleanout Plugs: Cast-bronze or brass, threads complying with ANSI B2.1, countersunk head.

Examination

Verify all dimensions by field measurements. Verify that all drainage and vent piping and specialties may be installed in accordance with pertinent codes and regulations, the original design and the referenced standards.

Verify all existing grades, inverts, utilities, obstacles and existing fixtures prior to installation.

Examine walls, floors, roof and plumbing chases for suitable conditions where piping and specialties are to be installed.

Joining Pipes and Fittings

Copper Tubing: Solder joints in accordance with the procedures specified in ANSI B9.1.

ABS DWV Pipe: Joining and installation of ABS drainage pipe and fittings shall conform to ASTM D2661.

PVC DWV Pipe: Joining and installation of PVC drainage pipe and fitting shall conform to ASTM D2665.

ABS and PVC Sewer Pipe: Installation of underground ABS sewer pipe shall conform to ASTM D2321.

ABS to PVC Transition Joints: When joining ABS to PVC components (such as an ABS building drain to PVC sewer pipe) make joints using solvent cements conforming to ASTM D3138.

Floor Drains

Floor Drain Type 2005-A by Jay R. Smith Manufacture Company or equivalent: Cast-iron body and flashing collar with nickel-bronze adjustable strainer head with secured square hole grate, with the following features:

- Vandal-proof grate;
- Trap primer connection;
- Bottom Outlet, inside caulk.

Installation

General Locations and Arrangements: Plans indicate the general location and arrangement of the fixtures. Location and arrangement of piping shall be at the discretion of the contractor with approval from the Engineer to locate fixtures in the locations chosen to meet all applicable codes.

Backfill and Compact all trenches with select backfill, designation I-11.

Install supports and anchors in accordance with the CISPI Handbook.

Make changes in direction for drainage and vent piping using appropriate 45-degree wyes, half-wyes, or long sweep quarter, sixth, eighth, or sixteenth bends. Sanitary tees or short quarter bends may be used on vertical stacks of drainage lines where the change in direction of flow is from horizontal to vertical, except use long-turn tees where two fixtures are installed back-to-back and have a common drain. Straight tees, elbows and crosses may be used on vent lines. No change in direction of flow greater than 90 degrees shall be made. Where different sizes of drainage pipe and fittings are connected, use proper size, standard increasers and reducers. Reduction of the size of drainage piping in the direction of flow is prohibited.

Cleanouts: Provide as indicated, pipe extension to grade with ferrule and countersunk cleanout plug set flush with finished grade. Ferrule and countersunk cleanout plug shall be as manufactured by General Engineering Company, Geneco Sewer Lateral Cleanout (exterior cleanouts), Style 40 or 40P or equivalent. Interior cleanouts shall be manufactured by Jay R. Smith Manufacturing Company or equivalent.

Vents to be manifolded to provide for one (1) roof penetration in so far as practical.

Installation of Piping Specialties

Frost-Proof Vent Caps: Install frost-proof vent caps on each vent pipe passing through roof. Maintain one inch clearance between vent pipe and roof substrate.

Install expansion joints as required by plumbing code.

Flashing Flanges: Install flashing flange and clamping device with each stack and cleanout passing through waterproof membranes.

Vent Flashing Sleeves: Install on stack passing through roof, secure over stack flashing in accordance with manufacturer's instructions.

Trap all drains connected to the sanitary sewer.

Connections

Pipe Runouts to Fixtures: Provide drainage and vent piping runouts to plumbing fixtures and drains, with approved trap, of sizes indicated; but in no case smaller than required by National Standard Plumbing Code.

Locate piping runouts as close as possible to the bottom of floor slab supporting fixtures or drains.

Field Quality Control

Inspections:

Do not enclose, cover or put into operation drainage and vent piping system until it has been inspected and approved by the authority having jurisdiction.

During the progress of the installation, notify the plumbing official having jurisdiction, at least 48 hours prior to the time such inspection must be made. Perform tests specified below in the presence of the plumbing official.

Rough-in Inspection. Arrange for inspection of the piping system before concealed or closed-in after system is roughed-in, and prior to setting fixtures.

Final Inspections. Arrange for a final inspection by the plumbing official to observe the tests specified below and to ensure compliance with the requirements of the plumbing code.

Re-inspections. Whenever the piping system fails to pass the test or inspection, make the required corrections, and arrange for re-inspection by the plumbing official.

Piping System Tests

Test for leaks and defects all new drainage and vent piping systems and parts of existing systems, which have been altered, extended or repaired. If testing is performed in segments, submit a separate report for each test, complete with a diagram of the portion of the system tested.

Leave uncovered and unconcealed all new, altered, extended or replaced drainage and vent piping until it has been tested and approved. Expose all such work for testing that has been covered or concealed before it has been tested and approved.

Drainage and Venting System Testing Procedures

Rough Plumbing. Except for outside leaders and perforated or open jointed drain tile, test the piping of plumbing drainage and venting system upon completion of the rough piping installation. Tightly close all openings in the piping system and fill with water to the point of overflow, but not less than 10 feet head of water. Water level shall not drop during the period from 15 minutes before the inspection starts through completion of the inspection. Inspect all joints for leaks.

Finished Plumbing. After the plumbing fixtures have been set and their traps filled with water, their connection shall be tested and proved gas and watertight. Plug the stack openings on the roof and building drain where it leaves the building and introduce air into the system equal to a pressure of one inch water column. Use a "U" tube or manometer inserted in the trap of a water closet to measure this pressure. Air pressure shall remain constant without the introduction of additional air throughout the period of inspection. Inspect all plumbing fixture connections for gas and water leaks.

Repair all leaks and defects using new material and retest system or portion thereof until satisfactory results are obtained.

Prepare reports for all tests and required corrective action.

Adjusting and Cleaning

Clean interior of piping. Remove dirt and debris as work progresses.

Clean drain strainers, domes and traps. Remove dirt and debris.

Protection

Damages to Existing Piping. Any damage to the existing piping due to the removal of the existing equipment or other construction operations shall be replaced by the contractor at no cost to the Borough. Any pipe relocation for whatever reason, including code compliance, shall be included in the price bid, unless the relocation is specifically directed by the Engineer.

Protect drains during the remainder of construction period, to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

Place plugs in ends of uncompleted piping at end of day or whenever work stops.

Exposed ABS or PVC Piping: Protect plumbing vents exposed to sunlight with two coats of water based latex paint.

Plumbing Fixtures

General

Submit product data for each type of plumbing fixture specified, including fixture and trim, fittings, accessories, appliances, equipment, supports, construction details, dimensions and components and finishes.

Regulatory Requirements: Comply with requirements of ICC/ANSI Standard A117. 2009 “Accessible and Usable Buildings and Facilities”, and Public Law 90-480, “Architectural Barriers Act. 1968’, with respect to plumbing fixtures for the physically handicapped.

Regulatory Requirements: Comply with requirements of ATBCB (Architectural Transportation Barriers Compliance Board) “Uniform Federal Accessibility Standards (UFAS), 1985-494-187” with respect to plumbing fixtures for the physically handicapped.

Products

Manufacturers: Provide products in each category, by the following listed manufacturers or equivalent for that category:

Water Closets American Standard Cadet 3 Right Height, Model No. 3377.128ST or equivalent

Urinals American Standard, Model 6541.132 or equivalent

Lavatories ADA Vanity with Solid Surface Top with Integral Bowl Model No. PLBSE-SNK-ADA-SS by Plam Cabinets or equivalent. Colors to be selected by the Borough.

Faucet American Standard Heritage, 1340M.000 or equivalent

Fittings: Unless otherwise specified, provide fittings fabricated of brass, with a polished chrome-plated finish.

Lavatory Supplies and Stops, Type I: Wheel handle angle stop, having 3/8-inch NPS inlet with wall flange and 3/8-inch by 12-inch-long flexible tubing riser outlet.

Lavatory Traps, Type I: Cast-brass, 1-1/4-inch by 1-1/2-inch NPS adjustable P-trap with cleanout, 17-gage tubular waste to wall, and wall flange.

Urinal Traps, Type I: 1-1/2-inch NPS adjustable P-trap with cleanout, 17-gage tubular waste to wall, and wall flange.

Supply and Drain Fittings Not Listed Above: As scheduled.

Fittings installed concealed inside a plumbing fixture or within wall construction may be without chrome plate finish.

Escutcheons. Type I: Wall flange with set screw.

Flushometers: Provide flushometers compatible with fixtures, with features and of consumption indicated.

Construction: Cast-brass body, brass or copper pipe or tubing inlet with wall flange and tailpiece with spud, screwdriver check stop, vacuum breaker and brass ever handle actuation except where other variations are specified. Type shall be diaphragm operation except where other type is specified.

Finish: Exposed metal parts shall be polished chrome-plated, except components installed in a concealed location may be rough brass or unfinished.

Urinal Flushometers, Type 1: Furnish with following features:

- Non – hold – open feature
- Wheel handle stop
- Metal disc actuation

Furnish flushometers with factory-set or field-adjusted maximum water consumption of 1.5 gallons per cycle.

Toilet Seats: Heavy-Duty, Commercial/Industrial Type, Elongated, Open Front, Solid Plastic, With Check Hinge Model No. 5901.10055.020 by American Standard or equivalent.

Plumbing Fixture Supports: ASME A112.6.1M, categories and types as required for wall-hanging fixtures specified, and wall reinforcement.

Provide support of category specified, of type having features required to match fixture. Support categories are:

Carriers. Supports for wall-hanging water closets and fixtures supported from wall construction. Water closet carriers shall have an additional faceplate and coupling when used for wide pipe spaces. Provide tiling frame or setting gage with carriers for wall-hanging water closets.

Reinforcement: 2 – inch by 4-inch wood blocking between studs or 1/4-inch by 6-inch steel plates attached to studs, in wall construction, to secure floor – mounted and special fixtures to wall.

Execution

Examination: Examine roughing – in for potable cold water and hot water supplies and soil, waste, and vent piping systems to verify actual locations of piping connections prior to installing fixtures. Examine walls, floors and cabinets for suitable conditions where fixtures are to be installed.

Do not proceed until unsatisfactory conditions have been corrected.

Application: Install plumbing fixtures and specified components in accordance with designations and locations indicated on Drawings.

Install supports for plumbing fixtures in accordance with categories indicated and of type required.

Carriers for following fixtures:

Wall – hanging fixtures supported from wall construction.

Plumbing Fixture Installation: As follows:

Install plumbing fixtures level and plumb, in accordance with fixture manufacturers' written installation instructions, roughing-in drawings, and referenced standards.

Install wall-hanging, back-outlet water closets with support manufacturer's tiling frame or setting gage.

Install wall hanging, back-outlet urinals with gasket seals.

Fasten wall-hanging plumbing fixtures securely to supports attached to building substrate when supports are specified and to building wall construction where no support is indicated.

Secure supplies behind wall or within wall pipe space.

Install stop valve in an accessible location in each water supply to each fixture.

Install trap on fixture outlet except for fixture having integral trap.

Install escutcheons at each wall, floor, and ceiling penetration in exposed finished locations and within cabinets and millwork. Use deep pattern escutcheons where required to conceal protruding pipe fittings.

Seal fixtures to walls, floors and counters using a sanitary-type, one-part, mildew-resistant, silicone sealant in accordance with sealing requirements specified in section "Joint Sealers", Match sealant color to fixture color.

Connections: Piping installation requirements are specified in other sections. The Drawings indicate general arrangement of piping, fittings and specialties. The following are specific connection requirements:

Install piping connections between plumbing fixtures and piping systems and plumbing equipment specified in other sections.

Install piping connections indicated between appliances and equipment specified in other sections: direct connected to plumbing piping systems.

Adjusting and Cleaning: Perform the following:

Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings and controls.

Adjust water pressure, faucets and flushometers having controls, to provide proper flow and stream.

Replace washers of leaking and dripping faucets and stops.

Clean fixtures, fittings and spout and drain strainers with manufacturers' recommended cleaning methods and materials.

Fixture schedule: Provide plumbing fixtures as scheduled in the specifications.

Record Drawings: At the project close out, submit record drawings of all sanitary sewer piping and products.

Water Distribution System, Complete

Scope of Work

Water Distribution System, Complete shall consist of furnishing and installing the number and type of fixtures, service, piping, connection to the existing water service piping, etc.

General

Submittals: Submit the following:

Design Plan: Showing the schematic layout of the potable water supply and related appurtenances prepared and sealed by the appropriate licensed professional, that shall be utilized for permitting purposes.

Product data for each piping specialty and valve specified.

Maintenance data for each piping specialty and valve specified for inclusion in Maintenance Manual.

Products

Copper Tube: ASTM B 88. Type L Water Tube. drawn temper.

Copper Tube: ASTM B 88, Type K Water Tube, annealed temper.

Wrought Copper Solder-Joint Fittings: ANSI B 16.22. streamlined pattern.

Solder Filler Metal: ASTM B 32. 95-5 Tin-Antimony.

Gasket Material: Thickness, material, and type suitable for fluid to be handled and design temperatures and pressures.

Water Hammer Arresters: Bellows type, with stainless steel casing and bellows, pressure rated for 250 psi. tested and certified in accordance with PDI Standard WH-201. Place as required by code.

Box Type Non-freeze Wall Hydrants: Cast-bronze box, with stainless steel face, tee handle key, vacuum breaker, $\frac{3}{4}$ " inlet and hose outlet. Bronze casing shall be length to suite wall thickness.

Vacuum Breakers: Hose connection vacuum breakers shall conform to ASSE Standard 1001, with a finish to match hose connection.

Backflow Preventers: Reduced-pressure-principle assembly consisting of shutoff valve on inlet and outlet and strainer on inlet. Assemblies shall include test cocks and pressure-differential relief valve located between two positive seating check valves and comply with requirements of ASSE Standard 1013.

Relief Valves: Sizes for relief valves shall be in accordance with ASME Boiler and Pressure Vessel Codes for indicated capacity of the applicant for which installed.

Combined Pressure-Temperature Relief Valves: Bronze body, test lever, thermostat, complying with ANSI Z21.22 listing requirements for temperature discharge capacity. Temperature relief valves shall be factory set at 210 degrees F, and pressure relief at 150 psi.

Curb Stops: 1" diameter Mueller curb stop with a Tyler-Buffalo screw type box with lid marked "water" or equivalent.

Wall Hydrants: Jay R. Smith MFC. Co. #5509, recessed Non-Freeze type.

Water Service Piping:

General: Provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, and capacities as indicated. Where not indicated, provide proper selection as determined by installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections: provide fittings of materials which match pipe materials used in potable water systems. Where more than one type of materials or products are indicated, selection is installer's option.

Piping: Provide pipes of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes with joining method as indicated.

Copper Tube: ASTM B 88; Type K, soft-annealed temper.

Fittings: Wrought-copper solder-joint fittings, ANSI B16.22; soldered joints.

Solder Filler Metal: ASTM B 32, Alloy Sn95, Alloy Sn94, or Alloy E; tin (approximately 95 percent)-silver or copper (approximately 5 percent), with 0.10 percent maximum lead content.

PVE (polyvinyl Chloride) Pipe 4 Inches and Larger: AWWA C900; Class 150; with bell end and elastomeric gasket, with plain end for cast-iron or ductile-iron fittings, or with plain end for PVC elastomeric gasket fittings.

PVC Couplings and Fittings: AWWA C900, with ASTM F 477 elastomeric seal gaskets.

PVC (Polyvinyl Chloride) Pipe 3 Inches and Smaller: ASTM D 1785; Schedule 40.

PVC Fittings: Schedule 40 socket-type, solvent cement joint; or elastomeric gasketed joint.

Solvent Cement: ASTM D 2564.

Gaskets: ASTM F 477, elastomeric seal.

Valves

Non-Rising Stem Gate Valves, 3 Inches and Larger: AWWA C500, cast-iron double disc; bronze disc and seat rings or AWWA C509, resilient seated; bronze stem, cast iron or ductile iron body and bonnet, stem nut, 200 psi working pressure mechanical joint ends.

Rising Stem Gate Valves, 3 Inches and Larger: AWWA C500, cast-iron double disc; bronze disc and seat rings, or AWWA C509, resilient seated; cast iron or ductile iron body and bonnet, OS & Y, bronze stem, 200 psi working pressure, flanged ends.

Non-Rising Stem Gate Valves, 2 Inches and Smaller: MSS SP-80; body and screw bonnet of ASTM B 62 cast bronze; with Class 125 threaded ends, solid wedge, non-rising copper-silicon alloy stem, brass packing gland, "Teflon" impregnated packing, and malleable iron hand wheel.

Available Manufacturer's Subject to compliance with requirements, manufacturers offering gate valves which may be incorporated in the work include, but are not limited to the following:

Clow Corp: Valve Div.
Dresser Mfg.: Div. Of Dresser Industries
Fairbanks Co.
Kennedy Valve: Div, of ITT Grinnell Valve Co., Inc.
Stockham Valves and Fittings, Inc.
Waterous Co.

Underground-Type Plastic Line Markers: Manufacturer's standard permanent, bright-colored., continuous-printed plastic tape, intended for direct-burial service; not less than 6" wide x 4 mils thick. Provide blue tape with back printing reading "CAUTION WATER LINE BURIED BELOW", located directly over buried lines at 6" to 8" below grade.

Gasket Material: Thickness, material, and type suitable for fluid to be handled and design temperatures and pressures.

Water Hammer Arresters: Bellows type, with stainless steel casing and bellows, pressure rated for 250 psi, tested and certified in accordance with PDI Standard WH-201.

Hose Valves: Hose valve shall be as manufactured by Potter Roemer Model 4065 or equivalent and shall be 2 1/2" female x male hose thread outlet. Valve shall be cast brass.

Fittings: Fittings shall be provided to adapt SCH 40 P.V.C. to plumbing fixtures in accordance with manufacturer's recommendations and code requirements.

Execution

Installation of Pipe and Pipe Fittings

Copper Tube: Install in accordance with CDA "Copper Tube Handbook".

Depth of Cover: Provide minimum cover over piping shall be per Code.

Prepare Foundation for Buried Water Piping as follows:

Excavate and dispose of all trench materials to a depth of one (1) foot below the bottom of the pipe.

Install No. 8 stone bedding encased in trench filter fabric, Geotextile Style No. GS, manufactured by Hanes Geo Components to provide a stable base for the pipe.

Backfill and Compact all trenches with Select Backfill, Designation I-11.

Installation of Valves

General: Install valves as indicated with stems pointing up. Provide valve box or meter pit as required over underground valves.

Field Quality Control

Pipe Tests: Conduct piping tests before joints are covered, and after thrust blocks have sufficiently hardened. Fill pipeline 24 hours prior to testing and apply test pressure to stabilize system. Use only potable water.

Hydrostatic Tests: Test at not less than 1 -1/2 times working pressure for 2 hours.

Install Type L, drawn copper tube with wrought copper fittings and solder joints for pipes sizes 4 inches and smaller, above ground within building. Install Type K, annealed temper copper tube for pipe sizes 2 inches and smaller, with minimum number of joints, below ground.

General Locations and Arrangements: Drawings (plans) indicate the general location of fixtures and arrangement of the piping system. The contractor to submit sealed drawings of piping diagrams for approval by the Plumbing Subcode Official. The contractor to size all distribution piping to insure proper operation of all plumbing fixtures.

Use fittings for all changes in direction and branch connections.

Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted unless expressly indicated.

Install piping free of sags or bends and with ample space between piping to permit proper insulation applications.

Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors, unless indicated to be exposed to view.

Install piping tight to slabs, beams, joists, columns, walls and other permanent elements of the building.

Locate groups of pipes parallel to each other, spaced to permit servicing of valves and fittings.

Install Drain at low point in main, consisting of a tee fitting, 3/4-inch hose connection to facilitate winterization of system.

Fire Barrier Penetrations: Where pipes pass through fire-rated walls, partitions, ceilings and floors, maintain the fire-rated integrity. Refer to section for Special Sealers and Materials.

Install piping with 1/32-inch-per-foot (1/4 percent) downward slope towards drain point.

Hangers and Supports: Hanger, support, and anchor devices shall be installed as required by the National Standard Plumbing Code for the diameter of pipe being used.

Soldered Joint Construction: Comply with the procedures contained in the AWS "Soldering Manual".

CAUTION: Remove stems, seats, and packing of valves and accessible internal parts of piping specialties before soldering and brazing.

Heat joints to proper and uniform temperature.

Threaded Joint Construction: Conform to ASME B 1.20.1. tapered pipe threads for field – cuts threads. Join pipe fittings and valves as follows:

Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.

Align threads at point of assembly.

Apply appropriate tape or thread compound to the external pipe threads (except where dry seal threading is specified).

Assemble joint wrench tight. Wrench on valve shall be on the valve end into which the pipe is being threaded.

Damaged Threads: Do not use pipes with corroded or damaged threads.

General Locations and Arrangements: Drawings (plans) indicate the general location of fixtures. The contractor to design and size all distribution piping to insure proper operation of all plumbing fixtures. The contractor is to verify locations and pipe sizes prior to the start of demolition. Piping and fixtures are to be reinstalled in their original locations. Any pipe relocations shall be the responsibility of the contractor.

Use fittings for all changes in direction and branch connections.

Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted unless expressly indicated.

Install piping free of sags or bends and with ample space between piping to permit proper insulation applications.

Conceal all pipe installations in walls, pipe chases, utility spaces, above ceilings, below grade or floors.

Install piping tight to slabs, beams, joists, columns, walls and other permanent elements of the building.

Locate groups of pipes parallel to each other, spaced to permit servicing of valves and fittings.

Exterior Wall Penetrations: Seal pipe penetrations through exterior walls with sleeves and mechanical sleeve seals. Pipe sleeves smaller than 6 inches shall be galvanized steel pipe.

Hangers and Supports: Hanger, support, and anchor devices shall be installed as required by the National Standard Plumbing Code for the diameter of pipe being used.

Soldered Joint Construction: Comply with the procedures contained in the AWS "Soldering Manual".

CAUTION: Remove stems, seats, and packing of valves and accessible internal parts of piping specialties before soldering and brazing.

Heat joints to proper and uniform temperature.

Threaded Joint Construction: Conform to ASME B1.20.1, tapered pipe threads for field-cuts threads. Join pipe fittings and valves as follows:

Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.

Align threads at point of assembly.

Apply appropriate tape or thread compound to the external pipe threads (except where dry seal threading is specified).

Assemble joint wrench tight. Wrench on valve shall be on the valve end into which the pipe is being threaded.

Damaged Threads: Do not use pipes with corroded or damaged threads.

Extend water distribution piping to connect to water service piping, of size and in location indicated for service entrance to building. Water service piping is specified in a separate section.

Install shutoff valve at service entrance inside building.

Valve Applications: The Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

Shut-off valve. Use gate and ball valve.

Install shutoff valves on inlet of each plumbing equipment item, on each supply to each plumbing fixture and elsewhere as indicated. For shutoff valves 2 inches and smaller, use gate or ball valves.

Install Drain valves on each plumbing equipment item, located to drain equipment completely for service or repair. Install drain valves at the base of each riser, at low points of horizontal runs, and elsewhere as required to drain distribution piping system completely. For drain valves 2 inches and smaller, use gate or ball valves.

Install wall hydrants where indicated with vacuum breaker.

Install backflow preventers in compliance with the plumbing code and authority having jurisdiction. Install air cap fitting and pipe relief outlet drain with valve to nearest floor drain.

Piping Runouts to Fixtures: Provide water piping runouts to fixtures as required by plumbing code.

Test water distribution piping as follows: Test for leaks and defects all new water distribution piping systems and parts of existing systems that have been altered, extended or repaired. If testing is performed in segments, submit a separate report for each test, complete with a diagram of the portion of the system used.

Repair all leaks and defects with new materials and retest the system or portion thereof until satisfactory results are obtained.

Clean and disinfect water distribution piping as follows:

Purge all new water distribution piping systems and parts of existing systems that have been altered, extended, or repaired prior to use.

Use the purging and disinfecting procedure proscribed by the authority having jurisdiction or, in case a method is not prescribed by that authority, the procedure described in either AWWA C651, or AWWA C652.

Record Drawings: At the project closeout, submit record drawings of all plumbing system piping and products.

PAYMENT:

Payment will be made at the Lump Sum price bid for the respective items in the Proposal, which price shall include all work, materials, labor, equipment, fuel, bonds and permits, all demolition and lawful disposal of materials, cost of hauling and disposal, furnishing and installing/constructing, equipment, and all else necessary therefore and incidental thereto to complete all general construction aspects for the respective bid items, in the Proposal.

DEMOLITION, COMPLETE

Demolition operations shall be confined to the limits of the areas shown on the Plan and/or as directed by the Engineer.

No debris shall be placed or stored within the building at any time. All demolition debris shall be placed in a dumpster provided by the contractor and shall be lawfully disposed of by the contractor including transportation and disposal fees.

All materials including fixtures, equipment, debris and rubbish shall be removed, as it accumulates, and not stored in the building.

Sale of materials shall not be conducted within the limits of the Project.

Safety Regulations: Barricades, orange safety fence, warning signs and KEEP OUT signs shall be furnished, erected and maintained at places and locations where the placing of protective devices are warranted, in the opinion of the Borough.

Suitable barriers shall be erected and maintained around all operations such as ceiling to floor plastic sheeting.

Dust which may result from any demolition operation shall be prevented or controlled. All areas where dust has accumulated shall be cleaned in a timely manner, to the satisfaction of the Borough and the Engineer.

Demolition Operations: Adjacent walls, floors and ceilings shall be left in a safe condition and shall not be defaced, marred, or jeopardized in any way and any damage done to them shall be repaired or restored to the satisfaction of the property owner at no cost to the Borough.

Only methods of demolition which ensure that all phases of demolition are confined within the limits of the demolition areas and without hazard to adjacent rooms or to the public will be permitted. Under no circumstances shall any structure be set afire, structurally damaged, etc.

Disposal of Materials and Debris: Materials and debris accumulated by the demolition of the building shall be separated by the type of material, removed and disposed of at the respective, lawful disposal sites provided by the contractor. All dumping and/or tipping fees shall be included in the price bid for the demolition.

Payment for Demolition, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Demolition, Complete in the Proposal, which price shall cover the cost of all demolition, storage, lawful disposal, transportation and disposal fees, protective barriers, barricades, all materials, labor and equipment and all else necessary therefore and incidental thereto.

REMOVE ASBESTOS CONTAINING MATERIAL (ACM), COMPLETE

Remove Asbestos Containing Material (ACM) shall consist of the following work:

The ACM that is to be removed is one (1) layer of vinyl tile and mastic to the limits as shown on the Demolition Plan in the Processing Room/Corridor and Men's Locker Room/Closet.

All ACM shall be properly removed, contained, transported and lawfully disposed of, including disposal fees, in accordance with all applicable standards of the State of New Jersey, including but not limited to N.J.A.C. 7:26 et. seq. and the N.J.A.C. 5:23-8.

The contractor must strictly adhere to all notification and monitoring requirements and work procedures established by the State of New Jersey and any other agency having jurisdiction.

All of the contractor's employees actively working on the removal, handling or transporting of ACM shall be certified by the Department of Community Affairs Asbestos/Lead Unit.

All work shall be performed so as not to endanger the health of the general public, municipal employees in adjacent areas or the removal workers themselves.

All ACM's removed shall be properly transported and disposed of at a licensed disposal facility as listed and licensed by the New Jersey Department of Environmental Protection, Bureau of Solid and Hazardous Waste Management.

Payment for Remove Asbestos Containing Material (ACM), Complete will be made on a lump sum basis, at the lump sum price bid for the item, Remove Asbestos Containing Material (ACM), Complete in the Proposal, which price shall cover the cost of the proper removal, containment, transportation, lawful disposal, disposal fees of all ACM, all materials, labor and equipment and all else necessary therefore and incidental thereto.

PROCESSING ROOM IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Processing Room and adjoining corridor as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Processing Room Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Processing Room Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

DETENTION CELL AND CORRIDOR IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Detention Cell and Corridor as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Detention Cell and Corridor Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Detention Cell and Corridor Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

RECREATION CENTER CONVERSION IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Recreation Center as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Recreation Center Conversion Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Recreation Center Conversion Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

PARKING AREA IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements within the parking area as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Parking Area Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Parking Area Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

WOMEN'S LOCKER ROOM IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the proposed Women's Locker Room as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Women's Locker Room Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Women's Locker Room Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

MEN'S LOCKER ROOM IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Men's Locker Room as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Men's Locker Room Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Men's Locker Room Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

SERGEANT'S OFFICE IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Sergeant's Office as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Sergeant's Office Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Sergeant's Office Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

DETECTIVE'S OFFICE IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Detective's Office as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Detective's Office Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item, Detective's Office Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, all materials, labor and equipment and all else necessary therefore and incidental thereto.

EVIDENCE/INTERVIEW ROOM IMPROVEMENTS, COMPLETE

The contractor shall perform all improvements in the Evidence/Interview Room as depicted on the Plans and/or as directed by the Engineer, in accordance with all applicable regulations and the General Specifications herein.

Payment for Evidence/Interview Room Improvements, Complete will be made on a lump sum basis, at the lump sum price bid for the item Evidence/Interview Room Improvements, Complete in the Proposal, which price shall cover the cost of all improvements, materials, labor and equipment and all else necessary therefore and incidental thereto.

SECTION D

PROPOSAL SECTION

**“This Section Must Be Fully
Completed and Submitted in its
Entirety”**

CONSENT TO SURETY

A performance bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: _____
(OWNER)

RE: _____
(CONTRACTOR)

(PROJECT DESCRIPTION)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in the full
(CONTRACTOR)

amount of awarded contract in the event that said contractor is awarded a contract for the above project.

Authorized Agent of Surety Company

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR
REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR
COMPANY SUBMITTING THE BID.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

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

Part IV Certification

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

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

ACKNOWLEDGMENT OF RECEIPT OF CHANGES (ADDENDA)
TO BID DOCUMENTS FORM

Borough of Barrington
(Name of Local Contracting Unit)

Police Department Renovations at the Municipal
Building located at 229 Trenton Avenue
(Name of Public Works Project)

(KEI #11-411BR1116)
(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23c. 1), 2), &3), 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 shall 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, pick-up, etc.)	Date Received

Acknowledgment of Addenda by bidder:

Name of Bidder: _____

Signature: _____
(Signature of authorized representative)

Printed Name and Title: _____ Date: _____

☐ **No addenda were received:**

Name of Bidder: _____

Signature: _____
(Signature of authorized representative)

Printed Name and Title: _____ Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS:

COUNTY OF

I, _____ residing in _____ in the County of
(Name of affiant)

_____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____ (title or position) of the firm _____ (name of firm), the bidder making the Proposal for the bid entitled the "Police Department Renovations at the Municipal Building located at 229 Trenton Avenue in the Borough of Barrington, County of Camden, State of New Jersey" and that I executed the said Proposal with full authority to do so that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project: and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the municipality 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15)
(Name of Contractor)

(Also type or print name of affiant under signature)

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

Notary Public of

My commission expires _____, 20__

(SEAL)

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirements to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27-1 et. seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et. seq.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

QUALIFICATION FORM (LICENSES)

NOTE: Pursuant to Local Public Contract Law, 40A:11-16, there will be set forth in the bid the names or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of 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 shall be qualified in accordance with this act. Bidder shall also provide the appropriate NJ State License Number for all of the above described subcontracted craftsmen that will be employed on this project.

<u>List of licensed employees and subcontractor(s)</u>		<u>Percentage of work</u>
<u>Employees with license number to be used on this project</u>		<u>to be performed</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____

Specifications of Subcontractor's Scope of Work, P.L. 1997, c. 408 (N.J.S.A. 40A:11-16):

This law amends the section of the Local Public Contracts Law that governs the submission of bids for construction contracts. Specifically, the amendment establishes a new requirement relating to the submission of construction bids, when the prime contracting model is used; i.e. where all work and materials required to complete the project are to be included in a single overall contract.

The amendment requires that, for single prime contracting bids, bidders that propose using more than one subcontractor for any of the specialized "sub-prime" contractors must submit a certificate with their bids listing each subcontractor named in the bid for that category. Specifically, "the certificate shall set forth the scope of work for which the subcontractor has submitted a price and which the bidder has agreed to award to each subcontractor, should the bidder be awarded the contract". The law further requires that:

1. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors.

QUALIFICATION FORM (LICENSES) - Continued

2. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each contractor.
3. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

Date: _____

President of Company

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

Notary Public

My commission expires _____, 20____

QUALIFICATION FORM (PROJECTS)

The bidder must submit at least five (5) projects similar in construction to the project specified:

	<u>Construction Cost and Project</u>	<u>Architect or Engineer with Owner</u>	<u>Year Const.</u>	<u>Phone Number</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

SUBCONTRACTORS LIST AND CERTIFICATION FORM

List of subcontractor(s) to be used on this project

	<u>Name</u>	<u>Scope of Work, Goods and Services</u>	<u>Percentage of work to be performed</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

I, _____, hereby certify that the above noted subcontractors will be performing work for said project.

Date: _____

Signature

Print Name

Title

*****OR*****

I, _____, hereby certify that no subcontractors will be utilized for this project.

Date: _____

Signature

Print Name

Title

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

Notary Public

My commission expires _____, 20__

LIST OF INTENDED SUPPLIERS/OTHERS

List of suppliers/ others to be used on this project

	<u>Name</u>	<u>Scope of Work, Goods and Services</u>	<u>Percentage of work to be performed</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

I, _____, hereby certify that the above noted suppliers/others will be performing work for said project.

Date: _____

Signature

Print Name

Title

*****OR*****

I, _____, hereby certify that no suppliers/others will be utilized for this project.

Date: _____

Signature

Print Name

Title

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

Notary Public

My commission expires _____, 20__

STATUS OF CONTRACTS ON HAND

Give Full Information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
TOTALS:							

SITE VISITATION STATEMENT

I (We), _____, hereby certify that I (We) have performed a site visit of the entire project and I (We) have familiarized myself (ourselves) of the project scope and existing conditions.

Date: _____

Signature

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The Bidder owns or control all the necessary equipment required to accomplish the work described in the Specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

**PUBLIC LAW 2005
CHAPTER 271**

**Vendor Certification and
Political Contribution
Disclosure Form**

Contract Reference: _____ **Vendor:** _____

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

**PUBLIC LAW 2005
CHAPTER 271**

-D16-

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
--	----------------------	------------------------	--------------------

Indicate "none" if no Reportable Contributions were made. Attach Additional Pages As Needed

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART I

COMPLETE PART I BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

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

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

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

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

- ☐ **I certify**, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

(Skip Part 2 and sign and complete the Certification below)

IF UNABLE TO CERTIFY

- ☐ **I am unable to certify** as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

PART II

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Berlin is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Berlin to notify the Township of Berlin 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. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of Berlin and that the Township of Berlin at its option may declare any contract(s) resulting from this certification void and unenforceable.

Printed Name of Authorized Agent

Signature of Authorized Agent

Title

Date

Company Name/Person/Entity

DEBARRED, SUSPENDED AND DISQUALIFIED CONTRACTOR AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF CAMDEN

I, _____ of the Municipality of _____, in the County of _____ and the State of _____ being of full age, being duly sworn according to law on my oath dispose and say:

I am _____, an officer of the firm(s) of _____, the Professional making the proposal for the above named work; I executed the said proposal with full authority to do so; said Professional at the same time of making this proposal (as applicable, insert "is" or "is not") included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Professionals; and all statements contained in said proposal and in this Affidavit are true and correct and made with full knowledge that the municipality as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this Affidavit in awarding the contract for said work:

1. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or Local Government agency within the past 3 years;
2. Does not have a proposed debarment pending; and
3. Has not been indicted, convicted, or had a civil judgement rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Contractors at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit. **(Insert exceptions - For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. If no exceptions, insert "None".)**

Subscribed and Sworn
before me this ____ day of _____
of _____, 20____

Name and Address of Contractor

Notary Public

My Commission Expires: _____

Name and Title of Affiant

Signed: _____
Signature of Official or Individual

PROPOSAL

For the Police Department Renovations at the Municipal Building located at 229 Trenton Avenue in the Borough of Barrington, County of Camden, State of New Jersey.

To the Governing Body of the Borough of Barrington:

The undersigned hereby declare(s) that _____ carefully examined the Advertisement, Plans, Specifications, Form of Contract and Bond for the Project named above; that _____ carefully examined the site of the project; and that _____ will contract to carry out and complete the Project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that TOTAL PRICE stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in the award of the Contract. It is further understood that the quantities may be increased or decreased as provided in the Specifications. The undersigned agrees, if awarded the Contract, to complete the work without interruption and complete the same within one-hundred eighty (180) calendar days after the date of the Notice to Proceed (the Contractor shall not be permitted to work on Saturdays, Sundays or holidays). The contractor shall not be permitted to work on Saturdays, Sundays or holidays. Hours of operation shall be 7:00 a.m. to 4:00 p.m.

Proposal Continues.....

PROPOSAL

SCHEDULE OF PRICES

Please Note: The amount Bid shall be calculated using the quantity multiplied by the unit price Bid, to the penny.
Do not round-off the amount.

BASE BID: Police Department Renovations at the Municipal Building located at 229 Trenton Avenue

In the Borough of Barrington, County of Camden, State of New Jersey

No.	Item Description - Payment Items	Qty	Unit	Unit Price	Amount
1	Demolition, Complete	1	LS	\$	\$
2	Remove Asbestos Containing Material (ACM), Complete	700	SF	\$	\$
3	Recreation Center Conversion Improvements, Complete	1	LS	\$	\$
4	Processing Room Improvements, Complete	1	LS	\$	\$
5	Detention Cell and Corridor Improvements , Complete	1	LS	\$	\$
6	Woman's Locker Room Improvements, Complete	1	LS	\$	\$
7	Men's Locker Room Improvements, Complete	1	LS	\$	\$
8	Detective's Office Improvements, Complete	1	LS	\$	\$
9	Evidence/Interview Room Improvements, Complete	1	LS	\$	\$
10	Sergeant's Office Improvements, Complete	1	LS	\$	\$
11	Parking Area Improvements, Complete	1	LS	\$	\$
	SUBTOTAL (Items 1 through 11) =				\$
*12	Plus 10% Contingencies				\$
	TOTAL LUMP SUM BID - BASE BID (Items 1 through 12) In Numbers =				\$
TOTAL LUMP SUM BID - BASE BID (Items 1 through 12) In Words					

All Bidders MUST submit a bid for the entire Base Bid in the Proposal. The Borough may award a contract to the lowest bidder of the entire Base Bid and/or portions thereof.

Bid prices that do not represent a balanced bid for the intended scope of work are also cause for rejection.

The Borough reserves the right to reject any and all bids. It, likewise, reserves the right to waive any nonconformity with respect to any bid or any error with respect to the same which does not constitute a substantial departure from the requirements herein set forth.

Please note that should there be an error in the Total Lump Sum Bid, the amount written in words shall supersede the Total Lump Sum Bid dollar amount indicated. Also, should there be a miscalculation in the Total Amount for any line item, the Total Amount indicated shall supersede and the Unit Price will be adjusted.

The determination of whether an error or departure is of substance rests within the sole domain of the Municipality.

The Borough also reserves the right to reduce, increase, delete or supplement items or quantities from the low bidder when making the award, without negotiating the total lump sum, unit price or item with the low bidder.

NOTE: * - Contingency of ten percent (10%) of the quoted construction cost must be added to cover variables and undeterminable conditions which might effect the design and/or construction. This item may be deleted and deducted from the contract cost if determined to be unnecessary by the Borough.

Accompanying this Proposal is a Certified Check or Bid Bond, payable to the Borough in the sum of _____ which the undersigned agree(s) is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract or furnish the Performance Bond required within the stipulated time. Bid Bond shall be based on 10% of the amount bid for the proposal or proposal with the highest bid price if there are more than one proposal and for the base bid only if alternate bids are also included in that proposal. Otherwise, the Certified Check or Bid Bond will be returned to the undersigned.

The undersigned is (an individual)
(a Partnership) under the laws of the State of _____
(a Corporation)

having principal offices at: _____

Company Name

Federal ID # or Social Security #

Address

Signature of Authorized Agent

Type or Print

Telephone No.

Fax No.

Email

Date

BID DOCUMENT SUBMISSION CHECKLIST

Borough of Barrington

(Name of Local Contracting Unit)

Police Department Renovations at the Municipal

Building located at 229 Trenton Avenue

(Name of Public Works Project)

(KEI #11-411BR1116)

(Project or Bid Number)

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

A guarantee to accompany the bid pursuant to Section 21 of P.L.1971, c.198 (C.40A:11-21) - (Bid Bond - <i>To be provided by bidder</i>);	
A certificate from a surety company, pursuant to Section 22 of P.L.1971, c.198 (C.40A:11-22) (Consent to Surety - <i>To be provided by bidder</i>);	
A Statement of Ownership Disclosure pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33 as amended by P.L. 2016, c.43)	
A document provided by the contracting agent in the bid plans, specifications or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents (Acknowledgement Form provided herein)	
Non-Collusion Affidavit (This form must be Notarized)	
Affirmative Action Compliance Notice	
Qualification Form for Specialty Trade Categories (Licenses) as required by NJSA 40A:11-16 (<i>Certificate to be provided by bidder</i>)	
Qualification Form (Projects)	
Subcontractor's List And Certification Form	
List of Intended Suppliers/Others	
Status of Contracts on Hand	
Site Visitation Statement	
Equipment Certification	
Vendor Certification and Political Contribution Disclosure Form(s)	
Disclosure of Prohibited Activities in Iran, Russia and Belarus	
Debarred, Suspended and Disqualified Contractor Affidavit	
Complete Proposal	
Submission Checklist	
A copy of the contractor's Public Works Contractor Registration Certification (must be submitted prior to contract award)	
Proof of NJ Business Registration (must be provided by bidder/contractor and listed Subcontractors prior to contract award)	

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____