



CONTRACT AND BID SPECIFICATIONS

FOR

Dominick Andujar Park Environmental Remediation
Point and Erie Streets (Block 12, Lot 1), Camden, New Jersey

Issued by:
CAMDEN REDEVELOPMENT AGENCY

Issue Date:
Wednesday, December 23, 2020

Due Date and Time:
Thursday, January 14, 2021 at 2:00PM

Attn: Olivette Simpson, Executive Director
Camden Redevelopment Agency
520 Market Street Suite 1300 | Camden City Hall
Camden, NJ 08101

Bidders Must Comply with New Jersey
Equal Employment Opportunity and Affirmative Action Requirements
(N.J.S.A. 10:5-31 and N.J.A.C. 17:27)

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Contract and Bid Specifications
Camden Redevelopment Agency, City of Camden, New Jersey
Camden Laboratories Environmental Remediation

BID ADVERTISEMENT

Contract and Bid Specifications
Camden Redevelopment Agency, City of Camden, New Jersey
Camden Laboratories Environmental Remediation

Date of Notice: December 23, 2020

**INVITATION FOR BID
CAMDEN REDEVELOPMENT AGENCY**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS will be received at **2:00 P.M.** on **Thursday January 14, 2021**, by Olivette Simpson, Executive Director, Camden Redevelopment Agency, 520 Market Street Suite 1300, Camden City Hall, Camden, NJ 08101. Bids will be opened and read aloud during a virtual bid opening for the following project:

**Dominick Andujar Park Environmental Remediation
Point and Erie Streets (Block 12, Lot 1), Camden, New Jersey**

The Bid Specification and Contract Documents may be downloaded from the Camden Redevelopment Agency website <http://camdenredevelopment.org/>. It is the responsibility of prospective Respondents to check the Camden Redevelopment Agency website for any addenda to the Bid Specification and Contract Documents that may be issued prior to the bid opening.

The attachments to the Bid Specification include maps, workplans, drawing sheets, technical reports, permits and plan approvals. The attachments to the Bid Specification may be accessed in the following ways: Download using the provided link: <https://spaces.hightail.com/space/uEO2GJuDDp>; Request copies of the attachments on a CD for no charge; Printed copies of all of the attachments may be provided by request and a non-refundable fee payment of \$88.60. For more information regarding the attachments on CD or as printed copies, please contact: Susan Kolich, BRS, Inc., susan@brsinc.com, (856) 964-6456 (ext. 6852).

IN GENERAL, the Work consists of the following items, complete and as specified within the Bid Specification: Soil Erosion & Sediment Control (SESC); Removal and Disposal of UST; Excavation and disposal of petroleum-contaminated soils; Site restoration.

PRE-BID MEETING: A pre-bid meeting has not been scheduled. The site is visible and accessible from the road so that existing conditions may be observed and taken into account when preparing proposals.

QUESTIONS: Inquiries regarding the project shall be sent by fax or email no later than **Wednesday, December 30, 2020 at 2:00 P.M.** to Alicia Flammia, Email: aflammia@brsinc.com. No oral response to any question by any Camden Redevelopment Agency employee or agent shall be binding on the Camden Redevelopment Agency or in any way considered to be a commitment by the Camden Redevelopment Agency.

ADDENDA: During the proposal preparation of response period, the Camden Redevelopment Agency may issue addenda, including amendments for answers to written inquiries. Those addenda will be noticed by the Camden Redevelopment Agency and will constitute a part of the Bid Specification. All proposals will be prepared with full consideration for the addenda issued prior to the Proposal Submission Date. Addenda shall be issued no later than **Tuesday, January 5, 2021**.

**Bidders Must Comply with New Jersey
Equal Employment Opportunity and Affirmative Action Requirements
(N.J.S.A. 10:5-31 and N.J.A.C. 17:27)**

INSTRUCTIONS TO BIDDERS

Contract and Bid Specifications
Camden Redevelopment Agency, City of Camden, New Jersey
Camden Laboratories Environmental Remediation

INSTRUCTIONS TO BIDDERS

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I. SUBMISSION OF BIDS.

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as Camden Redevelopment Agency or “CRA,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders. Virtual Bid Opening will be held on Thursday, January 14, 2020 at 2:00 P.M, access will be provided through the following Zoom Meeting link: <https://us02web.zoom.us/j/7104554392?pwd=c09La2RETEI2Q1pxTFNuYlpoaStzZz09>
Meeting ID: 710 455 4392
Password: 304187
- C. The Bid Form of Proposal shall be submitted together with all required documents, forms and certifications, in a sealed envelope: (1) addressed to the CRA as follows: Attn: Olivette Simpson, Interim Executive Director, Camden Redevelopment Agency, 520 Market Street Suite 1300 | Camden City Hall, Camden, NJ 08101; (2) bearing the name and address of the Bidder written on the face of the envelope, and (3) clearly marked “BID” with the contract title and/or bid # of the contract being bid.
- D. It is the Bidder's responsibility that bids are presented to the CRA at the time and at the place designated. Bids may be delivered by mail; however, the CRA disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the CRA before the time of opening of bids may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal

INSTRUCTIONS TO BIDDERS

form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the CRA. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Bidders. It is a serious crime for the Bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- I. ALTERNATES: At the option of the CRA, alternate proposals may be specified in addition to a base specification. When the CRA specifies alternate proposals, the determination of which bidder's response to a request for bids offers the lowest price shall be made on the basis of the price of: (i) the base specification plus the price of any selected specified alternate proposals; or (ii) a choice of specified alternative proposals within the limit of funds that may be made available for a project. If the CRA provides for more than one specified alternate proposal, the CRA shall specify in the bid specification the criteria or ranked order by which specified alternate proposals shall be selected and included in the award of the contract, provided that this requirement shall only apply to a project with a total estimated cost, including specified alternate proposals, of greater than \$500,000. The aggregate dollar value of accepted specified alternative proposals shall not exceed 50 percent of the base bid.
- a. "Specified alternate proposal" means a requirement of the bid specification for bidders to submit prices for reduced, modified or supplemental work in addition to the base proposal which may include, but not be limited to, a change in project scope or the use of alternative materials or methods of construction;

INSTRUCTIONS TO BIDDERS

- b. "Base specification" means the plans and specifications for the erection, alteration or repair of the building, structure, facility or other improvement to real property that are required to be met by all bidders without exception.

II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the CRA. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the CRA. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the Bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11—21.

Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the CRA stating that it will provide said Bidder with a Performance Bond in the full amount of the bid. 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, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security 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.

C. PERFORMANCE BOND

Successful Bidder shall, simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

INSTRUCTIONS TO BIDDERS

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

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

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

Successful Bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

 X 1 year

 2 years

III. INTERPRETATION AND ADDENDA

- A. The Bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the CRA. The Bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Bidders should be promptly reported in writing to the appropriate official. 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 pursuant to N.J.S.A. 40A:11-13. In the event the Bidder fails to notify the CRA of such ambiguities, errors or omissions, the Bidder shall be bound by the requirements of the specifications and the Bidder's submitted bid.
- C. No oral interpretation of the meaning of the specifications will be made to any Bidder. Every request for an interpretation shall be in writing, addressed to the CRA stipulated in the bid. In order to be given consideration and timely issuance of addenda, if any, for all bids other than construction and municipal solid waste collection and disposal service, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids Saturdays, Sundays, and holidays excepted; and for construction work bids, written requests for interpretation must be received at least nine (9) days, Saturdays, Sundays and holidays excepted prior to the date fixed for the opening of the bids.

INSTRUCTIONS TO BIDDERS

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the Bidder in the bid. The CRA's interpretations or corrections thereof shall be final.

When issuing addenda, the CRA shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the CRA of the extended totals shall govern.

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint Bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between materials described and the materials offered are to be fully identified and described by the Bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the Bidder to demonstrate the equivalency of item(s) offered. The CRA reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the Bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the CRA harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

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- G. Wherever practical and economical to the CRA, it is desired that recycled, or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

1. Worker's Compensation and Employer's Liability Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

Minimum Employer's Liability \$500,000.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000 combined single limit and \$2,000,000 aggregate, and shall be maintained in force during the life of this contract by the Bidder.

3. Automobile Liability Insurance

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000. Limit shall be maintained in force during the life of this contract by the Bidder.

4. Contractor's Pollution Liability Insurance

Prior to the commencement of the work, the Contractor/ shall obtain and maintain throughout the life of the work, a broad form Contractor's Pollution Liability Insurance Policy. As a minimum, the Contractor's Pollution Liability Insurance policy shall include policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The coverage shall:

- (a) Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.
- (b) Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.
- (c) Provide coverage for liability resulting from the transportation of hazardous wastes.
- (d) Be written on a "project specific" basis.
- (e) Not carry a deductible greater than \$10,000. All deductibles applicable to the insurance coverage shall be borne by the Contractor.

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B. Certificates of the Required Insurance

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Camden Redevelopment Agency, City of Camden and the State of New Jersey as an additional insured.

C. Indemnification

Successful Bidder will indemnify and hold harmless the Camden Redevelopment Agency, City of Camden and the State of New Jersey from all claims, suits or actions and damages or costs of every name and description, to which the Camden Redevelopment Agency, City of Camden and the State of New Jersey may be subjected or put by reason of injury to the person or property of another, or the property of the Camden Redevelopment Agency, City of Camden and the State of New Jersey, resulting from negligent acts or omissions on the part of the Bidder, the Bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

A. The CRA is exempt from any local, state or federal sales, use or excise tax.

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

C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the CRA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VII. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

INSTRUCTIONS TO BIDDERS

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text.

1. Goods and Services (including professional services) Contracts

Each 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:

- i. 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.2. Construction Contracts

2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful Bidder is required to read Americans With Disabilities language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful Bidder is obligated to comply with the Act and to hold the CRA harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or

INSTRUCTIONS TO BIDDERS

partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

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

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the CRA within ten (10) days of the payment of the wages.

INSTRUCTIONS TO BIDDERS

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lsse/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "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 a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT

INSTRUCTIONS TO BIDDERS

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

I. PAY TO PLAY

Starting in January, 2007, 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.

J. CONFLICT OF INTEREST

In accordance with 40:69A-163 no officer or employee elected or appointed in any municipality shall be interested directly or indirectly in any contract or job for work or materials, or the profits thereof, to be furnished or performed for the municipality.

K. BID QUESTIONNAIRE

As part of this proposal, the Bidder shall complete the attached Bid Questionnaire to provide documentation of experience for work of similar character to that required in the specifications; availability of manpower and equipment; business references including a list of three references that relate to successful completion of work of similar character to that required in the specification; and corporate banking, insurance and surety providers.

L. DAVIS BACON ACT PREVAILING WAGE REQUIREMENTS

The contractor shall comply with all applicable sections of the following specifications as they relate to the Davis-Bacon Act (40 U.S.C. §§ 3141-3148, formerly 40 U.S.C. §§276a to a-7) as supplemented by Department of Labor Regulation (29 CFR Part 3) (DBA). The Davis-Bacon Act requires that all Contractors and subcontractors performing on Federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts.

As required to be stated in this Bid Specification pursuant to 40 U.S.C. § 3142, the minimum wages to be paid various classes of laborers and mechanic under the Contract of this project shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on Projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed.

M. U.S. EPA CLEANUP GRANT FEDERAL REQUIREMENTS

INSTRUCTIONS TO BIDDERS

Portions of this work are being funded by a U.S. Environmental Protection Agency (EPA) Brownfield Grants:

The Contractor must adhere to all applicable federal requirements as identified in the Grants' Cooperative Agreement Terms and Conditions which are attached to the Bid Specifications and shall be made a part of the Contract. These requirements include, but are not limited to:

1. The Contract will be subject to those conditions of the cooperative agreement that relate to eligibility of costs and to contracts, including the administrative cost prohibition.
2. The Contract will be subject to regulations that govern contracts under cooperative agreements (such as, but not limited to, 40 CFR Part 31 requirements for accounting and record keeping, 40 CFR Part 30 requirements for financial reporting, and 40 CFR Part 35 Sub part O).
3. The Contract will be subject to general Federal requirements for contracts under cooperative agreement, including mandatory steps for contractors to follow related to areas such as the Davis Bacon Act and utilization of Disadvantaged Business Enterprise (DBE). Additional information regarding the Davis Bacon Act requirements can be found in the General Conditions of the Bid Specifications.
4. The relative cooperative agreement conditions and applicable regulations are included in this specification as an Attachment.
5. All, contractors and all of their subcontractors, must verify that they are not debarred from receiving Federal funds. All Bidders and all of their subcontractors must provide a properly executed form (attached) ensuring that they are not disbarred from receiving Federal funds. The Agency will consult the most current "List of Parties Excluded from Federal Procurement or Non-procurement Programs" to ensure that the Bidders and their subcontractors are not prohibited from participation in Federal assistance programs. The Agency will comply with the requirements regarding sub awards to debarred and suspended parties described in 40 CFR 31.35 or 40 CFR 30.13.

The Minority-Owned Business Enterprise ("MBE") goal set under the grant agreement funding this work is 7% for Construction and 7% for Equipment, Supplies, and Services. The Woman Business Enterprise ("WBE") goal is 12.6% for Construction and 3.4% for Equipment, Supplies, and Services.

In addition, the Bidder must submit a "Federal Debarment Certification" for Contractors and Sub-Contractors for itself and all of its subcontractors with the Bid; the "Federal Debarment Certification" for Contractors and Sub-Contractors must be reproduced on the letterhead of the Bidder and subcontractors."

INSTRUCTIONS TO BIDDERS

VIII. METHODS OF AWARD

- A. All contracts shall be for twelve (12) consecutive months unless otherwise noted in technical or supplemental specifications.
- B. The CRA may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.
- C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible Bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible Bidder whose net bid on such combination is the lowest.
- D. The CRA may also elect to award the work on the basis of line items or unit prices.
- E. The successful Bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the CRA.
- F. Pursuant to N.J.S.A. 40A:11-13(b), the CRA reserves the right to consider the Bidder's physical proximity to Camden City Hall, 520 Market Street, Camden, NJ, in awarding the contract when it is determined that the location of the Bidder's business is a requisite to the efficient and economical performance of said contract.
- G. Pursuant to N.J.S.A. 40A:11-24, the CRA shall award the contract or reject all bids within the time as may be specified, but in no case more than 60 days, except that the bids of any Bidders who consent thereto may, at the request of the contracting unit, be held for consideration for a longer period as may be agreed.
- H. The CRA may award the work in whole or in part whichever is most advantageous to the CRA.

IX. CAUSES FOR REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2:
 - i. The lowest bid substantially exceeds the cost estimates for the goods or services;
 - ii. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
 - iii. The CRA decides to abandon the project for provision or performance of the goods or services;
 - iv. The CRA wants to substantially revise the specifications for the goods or services;

INSTRUCTIONS TO BIDDERS

- v. The purposes or provisions or both of P.L.1971, c.198 (C.40A:11-1 et seq.) are being violated;
 - vi. The CRA decides to use the State authorized contract pursuant to section 12 of P.L.1971, c.198 (C.40A:11-12).
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
 - C. Multiple bids from an agent representing competing Bidders;
 - D. The bid is inappropriately unbalanced;
 - E. The Bidder is determined to be disqualified pursuant to 40A:11-4; or
 - F. If the successful Bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the CRA may accept the bid of the next lowest responsible Bidder. (N.J.S.A. 40A:11-24b).

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the CRA shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the CRA of any obligation for balances to the contractor of any sum or sums set forth in the contract. CRA will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the CRA for damages sustained by the CRA by virtue of any breach of the contract by the contractor and the CRA may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the CRA from the contractor is determined.
- C. The contractor agrees to indemnify and hold the CRA harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the CRA under this provision.
- D. In case of default by the contractor, the CRA may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the CRA reserves the right to cancel the contract.
- F. Acquisition, Merger, Sale And / Or Transfer of Business, etc.

INSTRUCTIONS TO BIDDERS

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

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the CRA.
- H. The CRA may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

XI. PAYMENT

- A. No payment will be made unless duly authorized by the CRA's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the CRA's policy and procedures.

XII. BID DOCUMENT CHECKLIST

- A. This specification includes documentary and informational forms, certifications, and other documents that must be completed, signed and returned by the Bidder. The Bid Document Checklist lists those documentary and informational forms, certifications, and other documents that the CRA requires each Bidder to submit with the bid. Pursuant to N.J.S.A. 40A:11-23.1, the Bid Document Checklist must be completed and submitted with the bid. Failure to submit all required documents shall result in rejection of the bid.

DRAFT FORM OF CONTRACT

Contract and Bid Specifications
Camden Redevelopment Agency, City of Camden, New Jersey
Camden Laboratories Environmental Remediation

CONTRACT BETWEEN
the
CITY of CAMDEN REDEVELOPMENT AGENCY
and

This Contract, is made and entered into this ___ day of _____, 2021 (the "Contract Agreement").

This Contract Agreement is made between The City of Camden Redevelopment Agency, a public body corporate and politic of the State of New Jersey, whose address is 13th Floor, City Hall, Sixth and Market Streets, Camden, New Jersey 08101, hereinafter referred to as "**AGENCY**" and _____ hereinafter referred to as "**CONTRACTOR**", whose address is _____.

In Consideration of the mutual promises and covenants of the parties hereto it is agreed as follows:

1. CONTRACTOR shall provide the goods and/or services, more particularly described in the specifications entitled "*Contract & Bid Specifications: Dominick Andujar Park Environmental Remediation, Point and Erie Streets (Block 12, Lot 1), Camden, New Jersey*" dated _____ and [Addendum #1 to such bid specifications dated _____,] inclusive of all items contained therein and with _____ Alternate Bid Items within the time limits stated therein all attached hereto as Exhibit A and made a part hereof (together the "Bid Specifications") and as set forth in the bid received from CONTRACTOR on _____ which is attached hereto as Exhibit B and made a part hereof (the "Environmental Remediation Bid") and as set forth in the CRA Resolution _____ adopted _____(the "CRA Resolution"). All work shall be performed by CONTRACTOR in full compliance with the Bid Specifications, the Environmental Remediation Bid and the CRA Resolution.

The Contract Documents which comprise the Contract Agreement between AGENCY and CONTRACTOR are attached hereto and made a part hereof and consist of the following: (1) Instructions to Bidders, (2) Bid Form and attachments, (3) This Agreement, (4) Construction Performance Bond, Construction Payment Bond, and other required Bonds, (5) Certificate of Insurance, (6) Contract Provisions as included in the Project Manual, (8) Specifications (as listed in Table of Contents of the Project Manual), and (9) other documents as they may be included in this Agreement.

2. CONTRACTOR does hereby agree and covenant that it, will comply all applicable Federal, State and Local laws and with the Labor Laws of the State of New Jersey and of the United States of America as pertaining to the manufacture, assembly or performance of the goods or services to be supplied hereunder and to further paying to its employees a sum no less than the prevailing daily rate for wages in the locality where the work is to be performed or services rendered pursuant to law.

3. CONTRACTOR further agrees to comply with the provisions of N.J.S.A. 10:5-12 regarding unlawful employment practices and discrimination; and all other applicable federal, state laws and municipal ordinances regarding employment practices and discrimination. The violation of any of the aforesaid statutes or ordinances by CONTRACTOR shall be a breach of the entire contract and AGENCY shall have the option of canceling the remaining portion of the contract, rescinding the contract in its entirety or continuing the contract subject to the remedies, penalties or other mandatory action available to AGENCY under the law.

4. CONTRACTOR hereby certifies that no bonus or other consideration has or will be given, received, or promised to the servants, agents or employees of AGENCY of the awarding of this contract.

5. At the time that this Contract is executed by CONTRACTOR, and prior to the start of any work by CONTRACTOR, CONTRACTOR shall furnish to the AGENCY a Performance Bond in the amount of \$_____ that is in a form that complies with the Bid Specifications and is satisfactory to counsel for the AGENCY. The CONTRACTOR shall also provide such other bonds as are required in the bid specifications and/or the Contract Documents in forms that are satisfactory to counsel for the AGENCY.

6. For the work to be performed by CONTRACTOR under this Contract AGENCY does covenant, promise and agree, to and with CONTRACTOR, to pay or cause to be paid unto CONTRACTOR the total sum not to exceed _____ Dollars \$_____, which is inclusive of all work to be performed under the Contract lawful money of the United States of America, pursuant to the Environmental Remediation Bid and the CRA Resolution. The parties acknowledge that the Camden Redevelopment Agency is subject to the Local Public Contracts Law, N.J.S.A. 40A:11-15, which states that this contract shall be subject to the availability and appropriation annually of sufficient funds.

7. All original invoices shall be submitted to: _____ to the attention of: _____ and a copy to the Camden Redevelopment Agency to the attention of: Ms. Olivette Simpson 520 Market Street City Hall Ste 1300, Camden, New Jersey 08101. The payment of said price, or consideration money, shall be paid to CONTRACTOR, upon certification of Matthew Brener, P.E. (or such other engineer selected by the AGENCY) that the work was done or articles

furnished and delivered in a satisfactory manner; then upon presentation by CONTRACTOR, to the Department of Finance of said Camden Redevelopment Agency, a Certificate in Lieu of Affidavit that the work done or articles furnished are according to law and not upon any secret promises to pay any bonus in money or property as detailed on the invoice.

8. The Construction Schedule that is attached to this Contract is incorporated into the Contract. The Construction Schedule indicates the "Substantial Completion Date" will be the date that is ___ days from the AGENCY's Notice to Proceed. The ___ day period used for determining the Substantial Completion Date shall not include (a) Saturdays and Sundays, (b) Federal & New Jersey State Holidays and (c) any days that CONTRACTOR and the Construction Administration Engineer for the AGENCY mutually agree that weather conditions do not permit work on the project.

9. In the event that CONTRACTOR does not complete all work required under this Contract by the Substantial Completion Date CONTRACTOR will pay to the AGENCY the amount of \$_____ (eight hour shift cost required by the contract administrator) for every eight hour shift beyond the Final Completion Date (the "Oversight Fee") If CONTRACTOR fails to pay the Oversight Fee promptly upon the written request of the AGENCY, the AGENCY will have the right to deduct the amount from the project retainage and/or recover said amount from CONTRACTOR by a direct claim for same.

10. It is further agreed by the parties hereto in the event of a default by CONTRACTOR in any of the terms and/or conditions hereof then in such an event that in addition to the remedy provided in paragraph 9 hereof CONTRACTOR shall also be liable for the payment to the AGENCY of any costs or expenses incurred by AGENCY in excess of the contract price required to complete this contract upon the presentation of an invoice by AGENCY.

11. It is further agreed by the parties hereto in the event of a default by CONTRACTOR in any of the terms and/or conditions hereof then in such an event in addition to the remedies provided by paragraphs 9 and 10 herein AGENCY shall also be entitled to exercise any or all other rights and remedies provided at law or in equity.

12. This Contract may not be assigned by CONTRACTOR without the prior written consent of the AGENCY which consent may be withheld in the discretion of the AGENCY.

13. This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflict of laws.

14. No failure or delay on the part of a party in exercising any right hereunder shall operate as a waiver of, or impair, any such right. No

single or partial exercise of any such right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right shall be deemed a waiver of any other right hereunder.

15. At all times during the duration of this Contract CONTRACTOR shall maintain the insurance coverages required by the Bid Specifications and shall otherwise comply with all of the requirements as to insurance coverage as set forth in the Bid Specifications.

16. The CONTRACTOR shall indemnify and hold harmless the AGENCY and any engineers employed by the AGENCY to administer the work under this Contract Agreement and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work to be performed under the Contract, provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the AGENCY or the engineer employed by the AGENCY, or any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the professional liability of the engineer(s) employed by the Agency, their agents or employees, arising out of the preparation or approval of

19. This Contract constitutes the entire agreement between the parties hereto and there are no oral understandings, representation or warranties made by either party except as expressly set forth herein. This Contract may be amended only in a writing signed by CONTRACTOR and the AGENCY.

20. This Contract shall be binding on _____ and its successors, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their appropriate officers, who hereby represent that they have been appropriately authorized to do, on the day and year written above.

CITY OF CAMDEN REDEVELOPMENT AGENCY

Signed:

BY: _____

ATTEST: _____

Print _____

CONTRACTOR

BY: _____

ATTEST: _____

Print _____

DAVIS-BACON WAGE DETERMINATION

Contract and Bid Specifications
Camden Redevelopment Agency, City of Camden, New Jersey
Camden Laboratories Environmental Remediation

"General Decision Number: NJ20200049 11/06/2020

Superseded General Decision Number: NJ20190049

State: New Jersey

Construction Type: Heavy

County: Camden County in New Jersey.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	10/30/2020
2	11/06/2020

ASBE0014-004 05/01/2020

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Includes the
application of all insulating
materials, protective
coverings, coatings and
finishings to all types of
mechanical systems; also, the
application of firestopping
material to openings and
penetrations in walls,
floors, ceilings and curtain
walls; also, all lead
abatement).....\$ 54.20 36.70

CARP0006-009 11/01/2018

Rates Fringes

CARPENTER (Scaffold Builder).....\$ 49.51 57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0006-013 11/01/2018

Rates Fringes

CARPENTER (Including Form Work).....\$ 49.51 57%

The first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

CARP0454-009 05/01/2016

Rates Fringes

PILEDRIVERMAN.....\$ 43.95 31.32

PAID HOLIDAYS:

New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided that the worker works any of the three days in the five-day work week preceding the holiday and the first work day after the holiday.

* CARP0715-007 05/01/2020

Rates Fringes

Millwright.....\$ 51.58 58%+0.25

Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

ELEC0351-013 09/30/2019

Rates Fringes

Electricians:

Cable splicer on lead cable.\$ 46.51 72.54% + .65
Electrician and cable splicer.....\$ 47.52 79.72%+.65

ENGI0825-021 07/01/2018

Rates Fringes

Power equipment operators:

GROUP 1.....\$ 51.77 30.45
GROUP 2.....\$ 50.18 30.45
GROUP 3.....\$ 48.27 30.45
GROUP 4.....\$ 46.64 30.45
GROUP 5.....\$ 44.93 30.45

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: 20% per hour additional.

PAID HOLIDAYS:

New Year's Day, Washington's Birthday observed, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided 1) that the worker works three of the preceding five work days before the holiday; or, the work day before the holiday and the work day after the holiday; and, 2) that the worker works the work day before and the work day after the holiday.

DEFINITION OF GROUPS:

GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable)

GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Crusher; Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

GROUP 4:

Broom; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Roller, Grade; Pump

GROUP 5:

Oiler

IRON0399-007 07/01/2018

	Rates	Fringes
IRONWORKER (Structural, Reinforcing and Ornamental).....	\$ 49.43	29.70

LAB00172-009 09/01/2018

	Rates	Fringes
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Laborers:

Common or General Laborer;
Landscape Laborer, Power

Tool Operator.....	\$ 40.00	29.80
Pipelayer.....	\$ 40.70	29.80

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is required to wear Level A, B or C personal protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where the worker is not required to wear Level A, B, or C personal protection: \$1.00 per hour additional.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker works three days for the same employer within a period of ten working days consisting of five working days before and five working days after the day upon which the holiday falls or is observed.

LAB00222-013 07/01/2012

	Rates	Fringes
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LABORER

MASON TENDER:

Cement/Concrete.....	\$ 29.35	23.07
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PAIN0711-023 05/01/2017

	Rates	Fringes
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Painters:

Work on bridges (Major Bridges Designed for Commercial Navigation).....	\$ 54.13	27.12
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PAIN0711-024 05/01/2017

	Rates	Fringes
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Painters:

New Construction Brush and roller.....	\$ 40.19	22.72
Repaint work, on projects on which no major alterations occur. Brush and roller.....	\$ 29.05	18.91

PLAS0592-035 05/01/2020

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 40.30	37.56
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PLUM0322-010 05/01/2018

	Rates	Fringes
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PIPEFITTER.....	\$ 46.17	40.34
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* TEAM0676-005 05/01/2020

Rates Fringes

Truck drivers:

Dump Truck Drivers; Pickup		
Truck.....	\$ 37.75	28.241
Off the Road Truck;		
Flatbed Truck.....	\$ 38.10	28.241

Hazardous waste removal work:

Work on a state or federally designated hazardous waste site, where the worker is in direct contact with hazardous materials, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Work on a state or federally designated hazardous waste site, where personal protection A, B, C or D is NOT required: \$1.00 per hour additional.

SHIFT WORK:

An owner mandated irregular shift staring any time other than between 6:00 am and 8:00 am to receive \$1.00 per hour, for each hour worked, in addition to the regular rate of pay.

PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day (or the day after Thanksgiving, at the option of the contractor), Thanksgiving Day, the afternoon of the day before Christmas (Dec. 24) provided that the worker works in the morning, and Christmas Day, provided that the worker works or is available for work on at least two days in the week in which the holiday occurs.

BEREAVEMENT PAY:

In case of a death in the worker's immediate famiy (mother, father, wife, husband, children, brother, sister, current mother-in-law, current father-in-law, grandparents), the worker shall be allowed leave not to exceed three (3) days straight-time pay, provided that he or she shall receive no pay unless the day of death and the burial day falls on a regular work day, and not on days off, holidays, vacation, Saturdays or Sundays.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

2. PROCUREMENT REQUIREMENTS

BID FORM OF PROPOSAL

**Dominick Andujar Park Environmental Remediation
Point and Erie Streets (Block 12, Lot 1), Camden, New Jersey**

BID SUBMITTED TO:

Attn: Olivette Simpson, Interim Executive Director
Camden Redevelopment Agency
520 Market Street Suite 1300 | Camden City Hall
Camden, NJ 08101

BID SUBMITTED BY:

Name and Address of Contractor

BID FORM OF PROPOSAL

1. Bidder's Certification. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with CRA to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. All Work Included in the Bid. The Bidder agrees to furnish and deliver the all goods/services pursuant to the Contract Documents and made part hereof. The price provided in the Price Form shall include all equipment, materials, supplies, labor, subcontractor's fees, per diem, overhead, insurance, profit, taxes, shipping fees, warranties, submittal preparations, conformance with health and safety protocols, compliance with all regulations and other incidentals required to complete the Work as described in the Contract Documents.
3. Acceptance of Field Conditions – The Bidder is taken to have inspected the Site prior to submitting Bid Proposal and is familiar with all current conditions. All exceptions and deviations from the Specifications must be shown in writing and attached to the Bid Form of Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement.
4. Attachments to this Bid. All documents in the Bid Document Checklist are to be submitted with and made a condition of this Bid. The Bid Document Checklist lists those documentary and informational forms, certifications, and other documents that the CRA requires each bidder to submit with the bid. Pursuant to N.J.S.A. 40A:11-23.1, the Bid Document Checklist must be completed and submitted with the bid. Failure to submit all required documents may result in rejection of the bid.

[BID DOCUMENT CHECKLIST ON FOLLOWING PAGE]

BID FORM OF PROPOSAL

Bid Document Checklist - *Acknowledge Submittal with Initials

Documents Provided in the Bid Specifications		Initials*
1	Bid Form of Proposal & Bid Document Checklist	
2	Pricing Sheet	
3	Bid Questionnaire with References	
4	Contractor Equipment/Personnel Certification	
5	Subcontractors List	
6	Acknowledgement of Receipt of Addenda	
7	Consent To Hold Bid	
8	Mandatory Equal Employment Opportunity Statement	
9	Partnership/Corporate Disclosure Statement	
10	Prevailing Wage Compliance Declaration	
11	Non-Collusion affidavit properly notarized	
12	Disclosure of Investment Activities in Iran	
13	Americans With Disabilities Act of 1990 Language	
14	Certification of Eligibility to Receive Federal Funds	
15	Business Entity Disclosure Certification	
Additional Documents to be Provided by Respondent with Bid Proposal		
16	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
17	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
18	Licenses and or Certifications from Contractor and Sub-contractors	
19	NJ Business Registration Certificate	
20	NJ Business Registration Certificate – Designated Subcontractors	
21	NJ Public Works Contractor Registration Certificate	

[SIGNATURE ON FOLLOWING PAGE]

BID FORM OF PROPOSAL

5. Bid Submittal. This Bid is submitted by:

Company

Federal ID #

DUNS #

Address

Signature of Authorized Agent

Print Name and Title

Date

Telephone Number

E-mail Address

6. Exceptions and deviations from the Specifications

The Contractor shall write all exceptions and deviations from the Specification on the lines below or write "No Exceptions". Use additional sheets as necessary.

PRICING SHEET

Bid Item	Section No.	Description	Unit	Bid Qty.	Unit Price	Item Total
1	Part 3	General Conditions.	LS	1	\$	\$
2	2.01	Temporary erosion and sediment controls.	LS	1	\$	\$
3	2.02	Removal and Disposal of UST (including cleaning materials, tank disposal, non-hazardous excavated soils and tank contents including liquid/sludge).	LS	1	\$	\$
3A	2.02	Incremental price per gallon for the handling, characterization, transportation and disposal of the dewatering liquids removed at the direction of the LSRP (all material is assumed non-hazardous).	Gallons	1,500	\$	\$
3B	2.02	Incremental price per day (over Bid Item 3) for additional excavation at the direction of the LSRP.	DAYS	1	\$	\$
3C	2.02	Incremental price per ton (over Bid Item 3) for the handling, stockpiling, characterization, transportation and disposal of the additional volumes of material excavated past the limits of the original excavation at the direction of the LSRP (all material is assumed non-hazardous).	TONS	100	\$	\$
4	2.03	Site restoration.	LS	1	\$	\$
Base Bid Total:						
Contingency (20% of Base Bid Total):						
Total Bid (Base Bid Total + Contingency)						
WRITE AMOUNT OF TOTAL BID AMOUNT IN WORDS:						
Total amount in words						

BID QUESTIONNAIRE

ANSWER ALL QUESTIONS AND ATTACH ALL REQUIRED DOCUMENTATION.
FAILURE TO ANSWER ANY QUESTIONS MAY RESULT IN REJECTION OF BID.

WORK EXPERIENCE

1. Attach to this Questionnaire a list of up to three examples of previous work of similar nature completed. For each previous work include:
 - Project Name
 - Owner Name, Address and Telephone
 - Description of the work
 - Contract price, and the value of any additional work (i.e., change orders)
 - Dates of award and completion of the contract
2. Attach to this Questionnaire a list of all major works under execution at the present time and those that have not commenced but the Intent has been submitted. For each work include:
 - Project description and location
 - Contract amount
 - Dates of start and completion.
3. Attach to this Questionnaire a list of any liquidated damages or other penalties been imposed on your organization with an explanation of details identifying the claimant and stating the grounds asserted by the claimant and stating the disposition of the claim.
4. Attach to this Questionnaire a list of any liens, claims or stop work notices been files against your organization with an explanation of details identifying the claimant and stating the grounds asserted by the claimant and stating the disposition of the claim.

MANPOWER AND EQUIPMENT

5. Attach to this Questionnaire a list of equipment required for this job, which you now own (also include the model and year of make).
6. Attach to this Questionnaire a list of equipment required for this job, which you do not own, but which you intend to buy, rent, or lease.
7. Attach to this Questionnaire a list of permanently employed persons in your organization with their job titles. On the same list include any additional job positions that may be added for this work.
8. Attach to this Questionnaire the qualifications for all Superintendent and Manager who shall be assigned to execute this Project

BID QUESTIONNAIRE

CORPORATE BANKERS, INSURANCE, AND SURETY

- 9. Attach to this Questionnaire a list of the names, addresses, and telephone for all corporate bankers.
- 10. Attach to this Questionnaire a list of the names, addresses, and telephone for all insurance agents and insurance companies expected to provide coverages associated with this project.
- 11. Attach to this Questionnaire a list of the names, addresses, and telephone for all surety expected to be used with this project.

GENERAL BUSINESS REFERENCES FROM TRADE

- 12. Attach to this Questionnaire a list of the names, addresses, telephone, and business type for general business references in the in the building trades.

The undersigned affirms that the contents of this document is accurate, factual and complete to the best of our knowledge and belief and that this is submitted in good faith upon expressed understanding that any false statement may result in the disqualification.

Signature of Authorized Person

Name & Title

Name of Firm

Date

END OF BID QUESTIONNAIRE

CONTRACTOR EQUIPMENT/PERSONNEL CERTIFICATION

I, _____ state that the prices
(Bidder's Name)
listed below are valid on the date of this bid and further that these prices shall be valid for the
entire duration on this project.

(Signature and Title) (Date)

(Company Name)

Note: The contractor shall use as many sheets as necessary to list equipment and personnel rates to be charged for time and material, if and when directed work for potential differing conditions as identified in the specifications. Construction materials will be compensated per the approval state rate. Bidders failing to submit this list will be considered unresponsive to the bid solicitation. Coordinate these responses with information provided in the Bid Questionnaire.

<u>Equipment/Personnel</u>	<u>Rate Per Day</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBCONTRACTOR LIST

Provide all applicable licenses, certifications, and New Jersey Business Registration Certificates and a summary of relevant experience of the designated Subcontractor's listed below. The Bidder is informed that no Subcontractor may be substituted without prior consent of the CRA. Use multiple sheets if necessary.

SUBCONTRACTOR: _____
TRADE/PROFESSION _____
BUSINESS ADDRESS: _____

TELEPHONE: _____

SUBCONTRACTOR: _____
TRADE/PROFESSION _____
BUSINESS ADDRESS: _____

TELEPHONE: _____

SUBCONTRACTOR: _____
TRADE/PROFESSION _____
BUSINESS ADDRESS: _____

TELEPHONE: _____

SUBCONTRACTOR: _____
TRADE/PROFESSION _____
BUSINESS ADDRESS: _____

TELEPHONE: _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt with Initials
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received

ACKNOWLEDGED FOR: _____
(Name of Bidder)

BY: _____
(Signature of Authorized Representative)

PRINT NAME & TITLE: _____

COMPANY: _____

DATE: _____

CONSENT TO HOLD

Pursuant to N.J.S.A. 40A:11-24, the Camden Redevelopment Authority may be unable to award a bid within sixty days. Accordingly, a consent to hold the bid for consideration for a longer period is requested at the time of bid submission from each bidder submitting a bid proposal.

Consent Request

I, the undersigned, understand that this is a request from the contracting unit and in the event there are any delays with the awarding of this contract, I agree that the contracting unit may hold my bid proposal for consideration until such time as an award is made, or until

(Expiration Date)

Authorized Representative Title Date

Name and Address of Company

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

- 1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- 5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Signature of Authorized Person

Name & Title

Name of Firm

Date

PARTNERSHIP/CORPORATE DISCLOSURE STATEMENT

Bidder must specify whether bidding as an individual, partnership or corporation and fill in the appropriate section shown herein.

New Jersey State statute requires corporation and partnership bidding for public contracts to submit a list of the names and addresses of all stockholders owning ten percent (10%) or more of the stock of the corporation, or in the case of partnership, the names and addresses of those partners owning a ten percent (10%) or greater interest therein:

Full name of individual, partnership or corporation:

Trading as:

Name of state in which company is incorporated:

Name and address of each stockholder owning 10% or more of the corporation stock:

Name	Address	Percentage of Ownership
<hr/>		
<hr/>		

Or None []

Note: No Post Office Box Number Accepted, Full Street Address Only.

Criminal Conviction to Serve as Grounds for Disqualification from Award of Contract:

Respondent must Disclose Whether Any Person(s) Named above Have Any Criminal Conviction in Any Municipal, County, State and/or Federal Court in this State or Any Other State.

Yes [] No []

If Yes please describe: _____

The undersigned affirms that the contents of this document is accurate, factual and complete to the best of our knowledge and belief and that this is submitted in good faith upon expressed understanding that any false statement may result in the disqualification.

Signature of Authorized Person

Name & Title

Name of Firm

Date

PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. The prevailing wage rates pertaining to the work are issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination". Pursuant to N.J.S.A. 34:11-56.37 and 34.11-56.38 - Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given.

Workmen shall be paid not less than such prevailing wage rate. In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the CRA may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the CRA for any excess costs occasioned thereby.

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

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

Signature of Authorized Person

Name & Title

Name of Firm

Date

NON-COLLUSION AFFIDAVIT

Answer all questions and provide required certifications and notarization. Failure to answer any questions completely may result in rejection of bid. Answers may be provided on other sheets but shall retain this format.

State of New Jersey

SS:

County of _____

I, _____ residing in _____
(name of affiant) (name of municipality)

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

I am _____ of the firm of _____,
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled _____,
(title of bid proposal)

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 Camden Redevelopment Agency 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 _____.
(name of firm)

BY: _____
(Signature of Authorized Representative)

PRINT NAME & TITLE: _____

COMPANY: _____

DATE: _____

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

(Type or print name of affiant under signature) (Seal)

(Notary public of _____)

My Commission expires _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

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

AND

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor and the Camden Redevelopment Agency (hereafter "CRA") 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 CRA 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 CRA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the CRA, 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 CRA's grievance procedure, the Contractor agrees to abide by any decision of the CRA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the CRA, or if the CRA 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 CRA 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 CRA or any of its agents, servants, and employees, the *CRA shall* expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the CRA or its representatives. It is expressly agreed and understood that any approval by the CRA 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 CRA pursuant to this paragraph.

It is further agreed and understood that the CRA 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 CRA from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature of Authorized Person _____
Date

Name & Title

Name of Firm

CERTIFICATION OF ELIGIBILITY TO RECEIVE FEDERAL FUNDS

*****SAMPLE*****

This statement must be reproduced on company letterhead and signed by an authorized representative.

This form must be provided to ALL subcontractors to be involved with this contract.

I, _____ an authorized representative of _____
(Name) (Company)
certify that _____ is not debarred from receiving Federal funds.
(Company)

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY: _____

DATE: _____

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CAMDEN REDEVELOPMENT AGENCY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the _____ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (*date of award scheduled for approval of the contract by the governing body*) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **Camden Redevelopment Agency** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____

Title: _____

Print Name: _____

Date: _____

Subscribed and sworn before me this ____ day of _____, 2__.

My Commission expires:

 (Affiant)

 (Print name & title of affiant) (Corporate Seal)

3. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION

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ATTACHMENTS

1. Location Map
2. Drawing Sheet
3. AOC-1 Regulated Heating Oil UST- Site Investigation, June 2019
4. U.S. EPA QAPP Dominick Andujar Park (Mar. 2019)
5. Topsoil and Seed Standard

The Attachments to the Bid Specification listed above may be accessed in the following ways:

- Download using the provided link: <https://spaces.hightail.com/space/uEO2GJuDDp>
- Request copies of the attachments on a CD for no charge.
- Printed copies of all of the attachments may be provided by request and a non-refundable fee payment of \$88.60.

For more information regarding the attachments on CD or as printed copies, please contact: Susan Kolich, BRS, Inc., susan@brsinc.com, (856) 964-6456 (ext. 6852).

TECHNICAL SPECIFICATION

PART 1 – PROJECT SCOPE

1.01 PROJECT DESCRIPTION

- A. All of the Parts and Sections of the Technical Requirements and General Conditions as listed in the Table of Contents, together with all referenced Attachments, constitute the entire Technical Specification and shall be considered as related to each other, and related to the whole, and shall be referred to within the text by the basic designation only.
- B. The term “work” means all the construction and services required by the Technical Specification. The contractor shall perform all the work described in the Technical Specification and provide all necessary labor, materials, and equipment, and perform all services required to complete the work and fulfill the contractor’s obligations.
- C. The Owner of the construction project is the City of Camden Redevelopment Agency (“Owner” or “CRA”), 520 Market Street Suite 1300, Camden City Hall, Camden, New Jersey 08101. Contact: Ms. Olivette Simpson, Interim Executive Director.
- A. The work is to be performed at the Dominick Andujar Park site located at the intersection of Point Street and Erie Street in the City of Camden, New Jersey (Block 12, Lot 1). The work only pertains to the northern portion of the Dominick Andujar Park site. Site access to and from the work zone shall be allowed only on the northern portion of the site between Erie, North and Point Streets.
- B. This project includes the removal and closure of a registered Underground Storage Tank located on Lot 1 and associated petroleum-contaminated soils through excavation and disposal. The site is currently an active case with the New Jersey Department of Environmental Protection (NJDEP) Site Remediation Program (SRP) with Program Interest # 782823. The Licensed Site Remediation Professional (LSRP) of record is Kristin Heimburger (ID #628897).
- C. See the Drawing Sheet and maps in the Attachments for construction details and locations.
- D. The work consists of the following items, described in **Part 2: Technical Requirements:**
 - 1. Temporary Erosion and Sediment Controls
 - 2. Removal of Underground Storage Tank.
 - 3. Site Restoration.
- E. Additional requirements for the work are described in **Part 3: General Conditions.** The General Conditions will not be measured for payment, and all costs connected, related, or corresponding to the work specified in Part 3 shall be included in the contract lump sum price for the Bid Item titled “General Conditions.”

1.02 GENERAL EXECUTION REQUIREMENTS

- A. The contractor shall supervise and direct the work, and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract. The contractor shall be responsible to the Owner for acts and omissions of the contractor’s employees, subcontractors and their agents and

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employees and other persons or entities performing portions of the work on behalf of the contractor or any of its subcontractors.

- B. All work, whether performed by contractor, or by subcontractors engaged by contractor, shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

1.03 PROJECT ADMINISTRATION

- A. The CRA will designate a Project Manager (referred to as the “CRA Representative”), who shall have the authority to inspect all work and materials on the project, and to stop work when it appears to the CRA Representative that the requirements of the contract are not being met.
- B. The CRA Representative shall have the authority to reject any work or materials which are not performed in a workmanlike manner, or which do not meet the requirements of the plans and specifications, in the judgment of the CRA Representative. Any such rejected work shall be redone in a workmanlike manner, and any such rejected materials shall be removed from the work site and replaced with acceptable materials, conforming to the requirements of the Specifications.
- C. The CRA Representative shall have the authority to decide questions and make interpretations regarding issues, which arise under the contract.
- D. Coordinate with the CRA Representative regarding Requests for Information (RFI) or interpretation seeking information required by or clarifications of the contract documents.
- E. Cooperate with the CRA Representative in allocation of mobilization areas of site for field offices and sheds, for project access, traffic, and parking facilities.
- F. Comply with the CRA Representative's procedures for project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- G. Immediately report to the CRA Representative any questionable or obvious error or omission that may be contained in the contract documents. Do not proceed with work affected by these conditions until the CRA Representative has addressed or resolved the error or omission.
- H. The Contractor will attend one Pre-Construction Meeting to be scheduled by the CRA Representative after Notice of Award.
- I. The Contractor will attend project meetings or conference calls to be scheduled by the CRA Representative throughout the course of the work, as may be required to maintain project progress and schedule.

PART 2 – TECHNICAL REQUIREMENTS

2.01 TEMPORARY EROSION AND SEDIMENT CONTROLS

- 1. The area of disturbance is shown on the Drawing Sheet and shall remain less than 5,000 square feet at all times. If the Contractor creates an area of disturbance greater than 5,000

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square feet, the work shall immediately cease, and the Contractor shall be responsible for the preparation of a Soil Erosion and Sediment Control (SESC) Plan at no additional cost to the Owner. The SESC Plan shall be prepared in conformance with the Standards for Soil Erosion and Sediment Control in New Jersey (7th Edition, January 2014) and shall be certified by the Camden County Soil Conservation District (CCSCD) prior to the continuation of work.

2. At all times the Contractor shall be responsible for preventing the erosion of soil and flow of sediment off site or out of the area of disturbance. The Contractor shall comply with all applicable federal, state and local regulations regarding soil erosion and sediment control at the site, install and maintain temporary soil erosion and sediment control measures and stabilized construction entrances as necessary or as directed by the CRA Representative, and decontaminate and clean vehicles and tires as they leave the site to prevent the tracking of mud onto City streets.

2.02 REMOVAL OF UNDERGROUND STORAGE TANK

- A. **Summary.** The contractor will remove and dispose of the regulated underground storage tank (UST) and any associated piping and metal debris within the excavation. The UST is buried approximately two feet below grade. The dimensions of the UST are approximately eight feet diameter by 27 feet long, (10,000 to 12,000-gallons).

The contractor will excavate, stockpile, characterize, transport, and dispose of approximately 338 tons of non-hazardous petroleum-contaminated soils related to the UST excavation. Following completion of the excavation by the contractor and the subsequent collection of post-excavation confirmatory samples by the LSRP, the contractor will backfill the excavation using certified clean fill (see Section 2.04). (The collection and analysis of the post-excavation samples are not included in the contractor's scope of work).

- B. **Location and quantity.** The UST excavation area is approximately 250 square feet in area and extends to approximately 10 feet below the existing grade. The approximate location of the UST is indicated on the Drawing Sheet. Tank contents are presumed to be No. 2 or No. 4 oil or a combination of the two plus water and sludge. The Contractor shall assume the full volume of the tank (up to 12,000 gallons) for liquids disposal.

Additional petroleum-contaminated soil in the vicinity of the UST will also be excavated for off-site disposal. The additional excavation area is presumed to be approximately 380 square feet in area and extends to approximately 15 feet below the existing grade (approx. 210 cubic yards or 338 tons assuming 1.6 tons per cubic yard). The approximate location of the contaminated materials to be removed is the five to ten foot area adjacent to all sides of the UST excavated in accordance with section 2.02. The actual location of the excavation will be marked out in the field by the CRA Representative or LSRP. Based on actual site conditions, additional excavation may be required as recommended by the CRA Representative or LSRP. Additional quantities would need prior approval by the CRA and will be compensated in accordance with the unit costs offered by the Contractor on the Price Form. The area of disturbance shall remain less than 5,000 square feet at all times.

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- C. **Historical Reports.** A report prepared by the LSRP regarding historic sampling and analysis of the petroleum-contaminated soils at the site is included in the Attachments (see Attachment 3 – “AOC-1 Regulated Heating Oil UST- Site Investigation, June 2019”). Historical analytical results have identified concentrations of petroleum products in the soils at levels that indicate a release of petroleum product has occurred from the UST. EPH concentrations are above the 8,000 mg/kg default product limit. Individual contaminants of concern detected in SB-12 are consistent with petroleum constituents associated with heating oil. It is unknown if the UST contained No. 2 heating oil or heavier petroleum distillates such as No. 4, 5, or 6 heating oils.
- D. The collection and analysis of the contents of this UST are not included in the contractor’s scope of work. The contractor will be provided the sample analysis results once they become available to give to their disposal company.
- E. The contractor will employ a vacuum truck or other appropriate equipment to remove the contents of the tank. The Contractor shall assume the full volume of the tank (up to 12,000 gallons) for liquids disposal.
- F. The contractor will employ a vacuum truck or other appropriate equipment to perform dewatering of any oil or oily water within the UST grave in the most efficient manner possible while minimizing pumping and extraction of groundwater. The LSRP or their assistant will direct the contractor to perform additional liquid removal as necessary. The Contractor shall assume one full volume of the hole for dewatering liquids disposal. This will be compensated in accordance with the unit costs offered by the Contractor on the Price Form.
- G. The contractor will inert and clean the tank prior to removal from the ground. Place tank sludge/scale into drums for subsequent off-site disposal.
- H. The contractor is responsible for all disposal: the tank and its contents, cleaning materials, PPE and sorbent materials, all removed soil, and recovered fluids.
- I. Backfill excavation with certified clean fill and compact material using backhoe bucket or tamper.
- J. Remove tank carcasses from site and dispose as scrap metal.
- K. Follow all requirements of the New Jersey Department of Environmental Protection (Department) requirements established by the Technical Requirements for Site Remediation (Technical Rules), N.J.A.C. 7:26E and Underground Storage Tanks, N.J.A.C. 7:14B and the Technical Guidance For Investigation Of Underground Storage Tank Systems.
- L. Provide all waste manifests and documentation to the CRA Representative in accordance with Section 3.13.
- M. Contractor is required to order all utility mark-outs prior to proceeding with any intrusive work. There are no known conditions that require relocation, removal, temporary capping or replacement of overhead or subsurface utilities.
- N. **Waste characterization and disposal requirements:** For purposes of bidding, it is assumed that all soil will be characterized as non-hazardous and may be disposed at a Subtitle D landfill.

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- O. **Clearing and Grubbing:** Clear and grub the area around the excavation as per the requirements of Section 3.08 and as necessary to complete the work.
- P. **Excavation dewatering.** The anticipated maximum depth of the excavation is 15 feet below the existing grade. The observed level of the water table at the site is 9.5 feet below the existing grade, therefore the contractor shall be prepared to dewater the excavation as necessary in accordance with the contractor's Workplan (as specified in Section 3.03) and as per the requirements of Section 3.07. It is assumed that the amount of dewatering fluids collected will not exceed 1,500 gallons. Fluids may include floating oil and oily water.
- Q. **Excavation shoring and sloping.** All excavations must be shored or sloped as appropriate to prevent accidental collapse in accordance with the contractor's Workplan and the OSHA Excavation and Trenching Standard at Subpart P of 29 CFR Part 1926. Provide at all times a "Competent Person" as defined at Part 1926.650(b) to oversee the installation, bracing and shoring, dewatering, maintenance, and backfilling of excavations.
- R. **Utility clearance.** The contractor and their subcontractors are solely responsible for compliance with the NJ One-Call Damage Prevention System. Prior to initiation of any excavation or any other subsurface work that requires notification of the One-Call System, provide to the CRA Representative a copy of the confirmation of the One-Call System notification including information regarding any subsurface utilities that may be present and effect the work.
- S. **Confirmatory sampling and analysis.** Prior to backfilling of the excavation, the LSRP will collect post-excavation confirmatory samples from the limits of the excavation. The contractor will wait for written approval from the CRA Representative prior to backfilling the excavation. (The collection and analysis of the post-excavation samples are not included in the contractor's scope of work).
1. The contractor is notified that it may take 2-3 days for the LSRP to receive the results of the post-excavation confirmatory sample analysis. Until such time that the results are received, and the contractor receives written notification from the CRA Representative to backfill the excavation, the contractor shall assure that the excavation remains stable and safe, and shall protect the public from entering the excavation area via site safety fencing.
 2. Provide on the price form in the indicated line an incremental price per day (minimum of 1 day) for additional excavation at the direction of the LSRP. This price should include all costs including labor, equipment, and material to extend the existing excavation.
 3. Provide on the price form in the indicated line an incremental price per ton (minimum of 20 tons) for the handling, stockpiling, characterization, transportation and disposal of the additional volumes of material excavated past the limits of the original excavation at the direction of the LSRP (all material is assumed non-hazardous).

2.03 SITE RESTORATION

- A. All disturbed areas, including the remedial excavation shall be restored with certified clean fill.
- B. Clean backfill for filling and grading all disturbed areas, and all top-soil used shall be paid for and brought to the site by the contractor. The clean fill and topsoil shall be certified clean by the

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provider in accordance with the provisions set forth in the NJDEP Guidance Document “Fill Material Guidance for SRP Sites” (April 2015). The certifications must be provided to and approved by the CRA Representative and LSRP prior to bringing the material on-site. Copies of all bills of lading and certification materials must be provided to the CRA Representative.

- C. Fill and compaction of the backfill must be performed and completed so there are no soft or unstable areas. The backfilling must continue until the elevation of the area being filled is free draining and consistent with surrounding grade. Perform rough grading of the excavation and backfill areas to achieve positive grades for drainage and fill depressions and low areas to prevent ponding of water. Rough grades should tie in uniformly with natural grades outside of the fill area.
- D. Following completion of backfilling of the disturbed areas, establish permanent stabilization of all disturbed areas in accordance with the Topsoil and Seed Standard (see Attachment 5).

PART 3 – GENERAL CONDITIONS

- F. The General Conditions will not be measured for payment, and all costs connected, related, or corresponding to the work specified in this Part shall be included in the contract lump sum price for the Bid Item titled “General Conditions.”
 - 1. This Bid Item shall constitute full compensation for mobilization (as defined below), all bonds, insurance, supervision and superintendence, permits, taxes, record documents, shop drawings, samples, submittals, surveying, quality control, health and safety program, traffic control and all other necessary work, labor, and material required of the General Conditions of the contract.
 - 2. Mobilization includes mobilization of all equipment, materials, supplies, appurtenances, facilities, and contractor’s forces ready for commencing and prosecuting the work; and the subsequent demobilization and removal from the jobsite of said equipment, appurtenances, and facilities upon completion of the work. Mobilization also includes assembly and delivery to the jobsite of plant, equipment tools, materials and supplies necessary for prosecution of the work which are not intended to be incorporated into the work; the clearing and preparation of the contractor’s work area; complete assembly, in working order, of equipment necessary to perform the work; services preparatory to commencing the actual work on items for which payment is provided under the contract.
 - 3. The contractor shall be due at the end of the first pay period 50% of the lump sum bid price for General Conditions. During the remaining months, the contractor shall receive a percentage of the lump sum bid price for General Conditions based on the duration of the project. Upon final acceptance and closure the contractor shall be due all remaining monies for the lump sum bid price.

3.01 PAYMENT PROCEDURES

- A. **Application for Payment Forms:** Use AIA Document G702 or similar and AIA Document G703 or similar as form for Applications for Payment or as required by the CRA Representative.

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- B. **Contingency Allowance:** Any contingency allowance included on the Price Form belongs to CRA and will be released as needed by the CRA Representative and used by the contractor only as directed by CRA to address unknown or unforeseeable conditions.
- C. **New Jersey Prevailing Wage Act:** No Applications for Payment will be accepted if all certified payroll records for the preceding period have not first been received and approved by the CRA Representative in conformance with the requirements of the New Jersey Prevailing Wage Act.
- D. **Basis of Payment:**
1. Stipulated (“Lump”) Sum items will be evaluated and paid on a “percent complete” basis unless specifically stated otherwise in the bid item. After consultation with the contractor, the CRA Representative will solely decide the percentage of completeness of the work under each lump sum pay item.
 2. Payment for Unit Price Items will be determined by the actual measurement of the unit of work completed. The actual number of units of each unit price item of work may be more, less or never stated in the bidding schedule of the Bid or included in the contract. Payment will be made only for the actual number of units or work performed, and at the contract unit price for each such unit with measurement for payment made as defined in the following paragraphs. Where partial Unit Price Items are required, the contractor will be paid for that portion of the Unit Price Item actually worked or incurred.
 3. For both Lump Sum and Unit Price items, sufficient backup documentation as required by the contract documents and the CRA Representative will be required to establish measurement of completion for each item within a particular pay period and the work overall. All of the contractor’s Applications for Payment must provide sufficient backup documentation for the quantities listed for each pay item including, but not necessarily limited to: waste manifests, certified weight tickets, shipping documents, material certifications, product sheets, chains-of-custody, testing reports, surveys, field logs and other draft and final copies of required submittals; copies of project record drawings showing notations for work completed and materials stored, removed and transported off-site; photographs; or other materials as requested by the CRA Representative.
 4. Failure to comply with these requirements to the satisfaction of the CRA Representative may result in delays in payment and requirements for additional documentation and/or certifications prior to payment.

3.02 CONTRACT MODIFICATION PROCEDURES

- A. **Minor changes to the work:** Supplemental instructions authorizing minor changes in work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the CRA Representative. Such supplemental instructions must be made by the CRA Representative and received by the contractor in writing.
- B. **Change Orders:** Any changes to the Contract Sum or Contract Time must be approved the CRA. Under no circumstances shall the contractor undertake any change in the work effecting the

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Contract Sum or Contract Time without having received this approval and modification to the contract.

1. **Stipulated Sum Change Orders:** contractor may propose a change by submitting a request to the CRA Representative describing proposed change and full effect on the work with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation. Provide data to support computations:
 - a. Origin and date of claim
 - b. Quantities of products, labor, and equipment
 - c. Taxes, insurance, and bond
 - d. Overhead and profit
 - e. Justification for change in Contract time
 - f. Credit for deletions from Contract must be similarly documented
2. **Time and Material Change Orders:** Submit itemized account and supporting data within one week after completion of change. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in work. Provide data to support computations:
 - a. Date and time work was performed, and by whom
 - b. Time records and wage rates paid
 - c. Quantities of products, labor, and equipment
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented
3. **Unit Price Change Orders:** For pre-determined unit prices and quantities, the change order will be executed on a fixed unit price basis. For unit costs or quantities of units of work that are not pre-determined, execute work under a Construction Change Directive. Changes in Contract Sum or Contract Time must be computed as specified for Time and Material Change Order.
4. **Construction Change Directives:** The CRA Representative may issue a document, signed by the CRA, instructing contractor to proceed with a change in the work, for subsequent inclusion in a change order. The document will describe changes in work and will designate method of determining change in Contract Sum or Contract Time.
5. **Proposal Request:** The CRA Representative may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised drawings or specifications. Prepare and submit an estimate within 10 days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. The contractor must endeavor to not delay project as a result of requested changes.

C. Correlation of contractor Submittals:

1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized change order as a separate line item and adjust Contract Sum.

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2. Promptly revise progress schedules to reflect changes in Contract Time, revise sub-schedules to adjust time for other items of work affected by change, and resubmit.

3.03 WORK PLAN

- A. A Workplan must be prepared by the contractor as per the submittal requirements of Section 3.14 and as specified below during the pre-planning stage of the work and submitted to the CRA Representative for review within 10 days of the date established for the Notice to Proceed. The contractor may not mobilize to the site prior to receiving written approval of the Workplan from the CRA Representative.

3.04 HEALTH AND SAFETY PROGRAM

- A. **Site-Specific Health and Safety Plan (HASP):** Prepare and implement a Site-Specific Health and Safety Plan (HASP). The HASP must comply with Occupational Safety and Health Administration (OSHA) requirements set forth at 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. The HASP shall include sections on the following topics, as applicable to the project:
 1. Organizational Structure
 2. Job Hazard Analysis and/or Site Risk, including:
 - a. A list of the contractor's work tasks that may involve contact, excavation, and/or handling of contaminated soil and/or groundwater.
 - b. Compounds of concern that may be encountered during the course of the work and signs/symptoms of exposure.
 - c. Potential for worker exposure to the compounds of concern for each work task.
 3. Accident Reporting Requirements
 4. Training Requirements
 5. Personnel Protection Equipment (PPE)
 6. Decontamination Program
 7. Emergency Response Plan
 8. Medical Surveillance Program
 9. Exposure Monitoring
 10. Environmental Protection
 11. Dust, Odor and Gas Control
 12. Noise Control
 13. Vector Control
 14. Fire Control
 15. Site Security and Control
 16. Confined Space Operations
 17. Spill Containment
 18. Excavation and Trenching
 19. Hot work.
 20. Thermal Stress
 21. Lock-out/Tag-out
 22. Standard Operating Procedures
- B. **Implementation:** Perform all work in accordance with the contractor's Site-Specific Health and Safety Plan. Always maintain a copy of the Site-Specific Health and Safety Plan on site. Trained supervisors of the contractor's forces responsible for implementing the Site-Specific Health and

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Safety Plan and assuring quality control shall be present during all hours of operation. The contractor must provide the HASP to the CRA Representative prior to mobilization and may not mobilize to the site prior to receiving written authorization from the CRA Representative.

- C. **Qualified Health & Safety Professional.** Employ a New Jersey Licensed Professional Engineer, a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP) or other Qualified Health & Safety Professional to prepare the contractor's Site-Specific HASP and for quality control of execution of the HASP as specified in this Section. The Qualified Health & Safety Professional must have certification as a safety professional qualified by training and experience to act in this capacity, and certification as having completed the 40-hr. OSHA health and safety training course, with current 8-hr. refresher training and 8-hr. OSHA manager's training.
- D. **Accident Reporting Requirements:** Comply with all accident and or incident reporting requirements as provided in the HASP. Should any unforeseen safety-related factor, hazard, or condition become evident during the course of the work, immediately take prudent action to establish, maintain, and secure the site and working conditions. This must be followed by immediate notice to the CRA Representative.
- E. **Training Requirements:** Provide 40-hour HAZWOPER health and safety training and medical surveillance for all personnel who may come in contact with or be exposed to contaminated materials during the course of the work. Provide personnel, including personnel for subcontractors, who are 40-hr. OSHA trained with an 8-hr. OSHA refresher course completed within the previous twelve months. Personnel who have not received training, and who are not equipped with the required protective clothing and equipment, must not be permitted access to the site by the contractor during the course of the work that may result in exposure to contaminated soil and/or groundwater.
- F. **Personal Protective Equipment (PPE):** The contractor is solely responsible for determining the appropriate level of personnel protection equipment (PPE) that is required based on the criteria outlined in the contractor's HASP.
- G. **Unexpected Hazardous Conditions:** If potentially hazardous conditions develop during the work, the work in that specific area must be terminated until the hazardous condition has been addressed to the satisfaction of the CRA Representative. Potentially hazardous conditions include, but are not limited to, encountering previously unknown hazardous materials or gross contamination, liquids, or containers. If buried storage tanks, containers, or drums are encountered or if a release of oil or potentially hazardous materials has occurred, the contractor must notify the CRA Representative immediately. The contractor must secure the area to prevent health risks to workers or the public and releases into the environment. The sources of the event causing the material to be considered suspect will be evaluated by the CRA Representative. The CRA Representative will notify NJDEP as required.

3.05 DUST, ODOR AND NOISE CONTROL

- A. All work shall be conducted in strict compliance with the NJDEP air emission standards. Clearing, excavation, filling and other land disruption activities shall not result in air contaminants to be emitted in violation of N.J.A.C. 7:27-5.2(a). If the CRA Representative finds that the level of dust

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or odors is unacceptable, employ measures necessary to reduce dust or odors to an acceptable level. Throughout all operations having ground disturbance activities that generate dust, the contractor shall provide all necessary measures to control dust, including the use of methods per the Dust Control Standard in the New Jersey Standards for Soil Erosion and Sediment Control in New Jersey (7th Edition, January 2014).

- B. Noise control measures shall be implemented so that noise levels generated by site activities do not exceed the standards set forth by the New Jersey Noise Control Regulations under N.J.AC. 7:29-1.2. Provide continuous noise abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas.

3.06 DECONTAMINATION AND CLEANING VEHICLES

- A. Install temporary stabilized construction entrances. Construction entrances, exits, and parking areas shall be graveled or paved to reduce the tracking of sediment onto public or private roads. Maintain for the duration of the project.
- B. Minimize the quantity of dirt and debris leaving the site. Inspect all vehicles leaving the site for compliance with this provision. Clean roads as necessary and additionally when requested by the CRA Representative at no additional cost to the Owner. Take measures to prevent debris from being spilled from trucks or tracked from the site onto local streets. Sweep streets adjacent to the site as necessary or as directed by the CRA Representative.
- C. If the CRA Representative finds that the contractor is unable to comply with this provision using basic track-out methods, the contractor shall install, operate, and maintain a wheel wash at vehicle access points to the site at no additional cost to the Owner.

3.07 DECONTAMINATION OF HEAVY EQUIPMENT

- A. Decontaminate all heavy equipment (i.e., backhoes) that come into contact with potentially contaminated media before use. All equipment must be decontaminated before leaving the work area such that it will minimize the risk of transfer of contaminants between work locations. The following steps will be used when decontaminating heavy equipment:
 1. Establish a decontamination area (e.g., large troughs or plastic sheeting with temporary wood bermed sides) that is large enough to fully contain the equipment to be cleaned. All decontamination areas must be upwind of the area under investigation.
 2. With the heavy equipment in place, spray areas (e.g., bucket of the backhoe) exposed to contaminated media using a hand-handle sprayer. Be sure to spray down all surfaces that contact soil.
 3. Use brushes, soap, and potable water to remove dirt whenever necessary.
 4. Remove equipment from the decontamination pool and allow it to air dry before returning it to the work site.
 5. After decontamination activities are completed, collect all contaminated wastewater, plastic sheeting, and disposable gloves, boots, and clothing in separate containers or

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receptacles (i.e., solids and liquids). A decontamination area may be used for multiple day/weeks provided the containment integrity is maintained. All receptacles containing contaminated items must be properly labeled for disposal. Liquids must be separated from solids and drummed.

6. The contractor is responsible for providing and paying for all water necessary to complete decontamination activities and for disposing off all decontamination materials.

3.08 CLEARING AND GRUBBING

- A. Clear and grub the site as necessary to complete the work at the areas of disturbance only, including the remedial excavation area. Trees and overgrown vegetation shall be cleared by the contractor as determined to be necessary by the contractor or otherwise as directed by the CRA Representative.
 1. Clearing consists of the felling, cutting up, and satisfactory disposal of all trees, bushes, shrubs, vegetation, and debris occurring within the construction limits.
 2. Grubbing consists of the complete disposal or removal of all stumps, roots larger than one and one half (1-1/2) inches in diameter and longer than three (3) feet, vegetation, and debris.
- B. All waste material generated by the clearing and grubbing process that may not be used on-site as fill shall be transported to an off-site licensed disposal facility. Small trees and shrubs shall be shredded and properly disposed off-site. Grind stumps and properly dispose of mulch off site or in designated areas as approved by Owner.

3.09 STORMWATER CONTROL AND DEWATERING

- A. Employ all reasonable means and methods to control or divert upslope stormwater runoff away from cleared and grubbed areas, stockpiled materials, open excavations, and other disturbed areas. Keep excavations and site construction areas free of stormwater. Capture, store and prevent the uncontrolled discharge of stormwater flows.
- B. The observed groundwater table at the site is approximately 9.5 feet below the existing grade. Therefore, some excavations at depth may encounter groundwater seepage or inflows if dewatering techniques are not employed. The contractor shall at all times keep the remedial excavations free of groundwater to provide suitable working surface of the bottom of the excavation and to stabilize the banks of the excavation to avoid the hazards of slides and sloughing. If more than 2-inches of water accumulates in the bottom of remedial excavations, the contractor shall stop work until the water has been removed and continuous inflows stopped.
- C. Collect, store, and manage stormwater accumulations, dewatering fluids, and associated sediments during periods of site disturbance. Work shall include installation and furnishing of frac tanks and all appurtenant piping, valves, supports, and devices to control overfill and/or sediment if necessary.

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- D. Containerize, characterize, and dispose of all dewatering sediment and fluids from on-site storage tanks during operation. Provide all waste management documentation to the CRA Representative as per the requirements of Section 3.13.

3.10 UTILITY LOCATION AND CLEARANCE

- A. The contractor and their subconsultants and subcontractors are solely responsible for compliance with the NJ One-Call Damage Prevention System (N.J.A.C. 14:2-1.1 (2014)). The One-Call System receives information from excavators that plan to perform excavation or demolition, and relays that information to those persons that own, operate, or control the operation of underground facilities, and have registered with the One-Call System operator. Information regarding the requirements of the One-Call system may be found at <http://www.nj1-call.org/nj-law/>
- B. Prior to initiation of any excavation or any other subsurface work that requires notification of the One-Call System, provide to the CRA Representative a copy of the confirmation of the One-Call System notification including information regarding any subsurface utilities that may be present and effect the work.
- C. The contractor or their subconsultants and subcontractors shall confirm that all required mark-outs by the registered utilities have been completed prior to the initiation of the subsurface work.
- D. Protect any active sewer, water, gas, electric, and other utilities; and drainage and irrigation lines indicated or, when not indicated, found, or otherwise made known to the contractor before or during the work.
- E. In the event of water, gas pipes, conduits, or other utilities become broken in the execution of the work, stop work, notify the CRA Representative, and file immediate notice to the proper authorities.

3.11 PERMITS

- A. The contractor is solely responsible for all permits, certifications, licenses, and approvals required to complete the work. The contractor must prepare, and file all required applications and pay all applicable fees. The contractor must provide to the CRA Representative draft and final copies of all applications and proof of fee payments, and copies of all permits, certifications, licenses, or approvals obtained for the work.

3.12 WASTE MANAGEMENT DOCUMENTATION

- A. **Load-Out Documentation:** At least two days before planned removal of any waste material from the site, submit copies of all waste analyses performed for disposal, completed profile form to the receiving facility for the waste materials; approval form or letter from the receiving facility confirming that the facility will accept the waste materials.
- B. **Disposal Documentation:** Within seven days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting

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documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided. Progress payments will only be made upon receipt of said documents.

3.13 SUBMITTALS

A. Workplans, reports, drawings, and record documents to the Owner:

1. All workplans, reports, drawings, record documents and other submittals required by the contract documents shall be submitted to the CRA Representative in draft for review and comment prior to finalizing. The contractor shall then incorporate comments from the CRA Representative into the documents and resubmit them to the CRA Representative for approval to finalize.
2. Text documents shall be prepared in Microsoft Word. Drawings shall be prepared in AutoCAD. Tables and cost estimates shall be prepared in Microsoft Excel. Project Schedules shall be prepared in Microsoft Project.
3. The draft and final deliverables provided by the contractor to the Owner must consist of the following:
 - a. Printed Deliverables: One bound printed copy of the entire submittal including any drawings, figures, maps, tables, and photographs. The printed copy may be sent by certified mail or delivered in person to the CRA Representative.
 - a. Electronic Deliverables: All deliverables shall be provided in professionally formatted cover-to-cover copy of the entire submittal in correct page order including all text, tables, figures, photos, and appendices in *PDF* format. The electronic files shall be made available to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.
 - b. Electronic Source Files: Electronic files (*Word, Excel, AutoCAD, Project, etc.*) containing all source files of text, tables, drawings, figures, maps, photographs, and other materials used to generate submittals. The electronic files shall be made available to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.

B. Other Project Documentation to the Owner:

1. Legible copies of all permits and plan applications and approvals; field logs; utility cut-off letters; subcontractor submittals; load-out and disposal documentation; waste characterization documentation including chains of custody and analytical reports; and test and inspection reports shall be delivered to the CRA Representative as soon as possible after receipt or generation by the contractor.
 - a. Copies of submittals must be sent electronically to the CRA Representative by email or fax. Printed copies of these documents shall not be accepted.

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2. Originals of all documents summarized in (1) above shall be delivered to the CRA Representative as part of the appropriate Workplan Final Report or Regulatory Report as required by the Contract Documents.
- C. Submissions to Authorities Having Jurisdiction
1. The contractor shall provide all required forms, permit applications, plans, reports and other submittals to all Authorities Having Jurisdiction as required by the Authority and the Contract Documents. The contractor shall pay all fees associated with preparation, submittal, review, and approval of the documents by the Authorities.
 2. It is the sole responsibility of the contractor to prepare and submit these documents to the appropriate Authority in accordance with all applicable codes, regulations, and standards.