

**BOARD OF RECREATION COMMISSIONERS  
COUNTY OF MONMOUTH  
NEW JERSEY**

**FURNISHING OF BUILDING DEMOLITION WORK, ASBESTOS REMOVAL,  
WELL SEALING AND UST AND AST REMOVAL**

**BID No: # 0062-13**

**BID ADVERTISED: WEDNESDAY, SEPTEMBER 11, 2013**

**BID DUE: TUESDAY, OCTOBER 1, 2013 at 10:00 AM**



Prepared By:

Monmouth County Park System  
805 Newman Springs Road  
Lincroft, New Jersey 07738  
(732)-842-4000

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MONMOUTH COUNTY  
NOTICE TO BIDDERS

ADVERTISED DATE: **WEDNESDAY, SEPTEMBER 11, 2013**

**TAKE NOTICE** that sealed Bids for a proposed Contract for the project known as **FURNISHING OF BUILDING DEMOLITION WORK, ASBESTOS REMOVAL, WELL SEALING AND UST AND AST REMOVAL (Bid #0062-13)** will be publicly received, opened and read aloud by the Purchasing Agent for the Monmouth County Board of Recreation Commissioners, at the Monmouth County Park System Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey on **TUESDAY, OCTOBER 1, 2013** at **10:00 am** prevailing time.

**PRE-BID INSPECTION.** A voluntary walk-through will be held on **WEDNESDAY, SEPTEMBER 18, 2013 AT 9:00 AM.** The inspection will begin at the Thompson Park Headquarters Building. This is a voluntary walk-through to allow the bidders to familiarize themselves with the premises.

**BIDDING DOCUMENTS AVAILABLE.** Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at [www.monmouthcountyparks.com](http://www.monmouthcountyparks.com); **“Doing Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

**STATUTORY REQUIREMENTS.** The successful Bidder will be required to comply with P.L. 1975 c.127 (N.J.A.C. 17:27) “Affirmative Action, ” (42 U.S.C.512101 et seq) "American with Disabilities Act," N.J.S.A. 40A:11-16 “Designated Subcontractors” Chapter 150 of New Jersey Laws of 1963 “Prevailing Wages,” “The Public Works Contractor Registration Act” (P.L.1999, s.238, as amended by P.L.2003, c.91), New Jersey State Business Registration (N.J.S.A. 52:32-44), and all other laws and regulations that apply to bidding and the performance of the proposed Contract.

**FORM OF BID.** Bids must be made using the Proposal Form that is provided in these Bidding Documents, or on copy machine reproductions thereof. Each delivered Bid must be enclosed in a sealed opaque envelope bearing the prominent notations "Bid Proposal for **FURNISHING OF BUILDING DEMOLITION WORK, ASBESTOS REMOVAL, WELL SEALING AND UST AND AST REMOVAL (Bid #0062-13)**". The envelope must also bear the Bidders name and address, and be directed to the Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738.

**BID GUARANTEE.** Each Bid must be accompanied by a Bid Guarantee payable to “Monmouth County Board of Recreation Commissioners.” The Bid Guarantee shall be in the amount of “10% of the Base Bid (as called out in the Bid Form)” or \$20,000.00, whichever is the lesser amount. The Bid Guarantee shall be given by certified check, treasurer’s check or bid bond at the Bidder's option.

NOTICE TO BIDDERS  
(Continued)

**FORMS TO ACCOMPANY BID.** Each Bidder shall complete and submit with its Bid the following: Statement of ownership, Non-Collusion Affidavit (blank copies included in the Bidding Documents), Consent of Surety (sample of acceptable work to be included in the Bidding Documents) and Bid Guarantee, Certificate of Registration with the New Jersey Department of Labor as required under "The Public Works Contractor Registration Act" (P.L. 1999, c.238), New Jersey State Business Registration (N.J.S.A. 52:32-44).

**CONSENT OF SURETY.** Consent of Surety must accompany each bid. The Consent of Surety shall provide that if the Contract is awarded to its principal, the Surety on behalf of its principal will post Performance, Payment and Maintenance Bonds, each of which shall be for 100% of the amount of the awarded Contract.

**RIGHTS TO REJECT BIDS.** The Monmouth County Board of Recreation Commissioners shall have the right to reject any or all Bids; to reject a Bid not accompanied by a Bid Guarantee, Consent of Surety, or any of the other documents called for by the Bidding Documents; to reject a Bid which is in any way incomplete or irregular; and to waive any informalities contained in the Bids.

**EQUAL OR TIED BIDS.** The Monmouth County Board of Recreation Commissioners shall have the right to award the Contract to any one of the lowest responsible Bidders whose Bids are equal to or tied.

**INQUIRIES.** All inquiries are to be directed to the Purchasing Department at (732)-842-4000.

BY ORDER OF THE BOARD OF RECREATION COMMISSIONERS  
COUNTY OF MONMOUTH

EDWARD J. LOUD, CHAIRMAN  
JAMES J. TRUNCER, SECRETARY-DIRECTOR  
STEPHANIE WEISE, PURCHASING AGENT

# NOTICE

## **THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L.1999, s.238, as amended by P.L.2003,c.91)**

**Revision to Existing Law effective August 17, 2003:**

### **34:11-56.51 Registration required for contractors, subcontractors.**

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

### **34:11.56.55 Submission of all subcontractor registration certificates by contractor.**

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

L.1999,c.238,s.8; amended 2003,c.91., s4.

**Registration now pertains to ALL ‘PUBLIC WORKS’ not just buildings with public access.**

## NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the bidder and any designated subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.


For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) ) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.


Sample Business Registration Certificates are attached. Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of Business Registration.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE  
N.J. BUSINESS REGISTRATION CERTIFICATES:

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

OR

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-BRC(03-00) This Certificate NOT A tax liability or franchise fee. It must be carried on the display of above address.</small>		

SUBMITTED BY: \_\_\_\_\_

**PROPOSAL 1**

**FURNISHING OF BUILDING DEMOLITION, ASBESTOS REMOVAL, WELL SEALING AND ABOVE GROUND STORAGE TANK REMOVAL WORK TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY. TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.**

The undersigned hereby declares that \_he has carefully examined the advertisement, specifications, and form of contract for furnishing the specified items and that \_he will execute the contract according to the specifications, terms, and conditions with respect to the following:

DEMOLITION, ASBESTOS REMOVAL, WELL SEALING AND ABOVE GROUND STORAGE TANK REMOVAL IN ACCORDANCE WITH THE SPECIFICATIONS

ITEM #1 – Bldg #1621 – Residence – Clayton Park \$ \_\_\_\_\_

ITEM #2 – Bldg #1622 – 3-Car Garage – Clayton Park \$ \_\_\_\_\_

ITEM #3 – Bldg #1623 – Storage Shed – Clayton Park \$ \_\_\_\_\_

ITEM #4 – Bldg #2311 – Residence – Manasquan Reservoir \$ \_\_\_\_\_

ITEM #5 – Bldg #3505 – Office/Warehouse – Union Transportation Trail \$ \_\_\_\_\_

TOTAL LUMP SUM \$ \_\_\_\_\_

The following items are to be bid for work as specified in the section itemized for "if and where directed by the Health Dept. Inspector". These items pertain strictly to the removal and replacement of contaminated soil in association with UST and AST removal.

**Excavation, Classification and Disposal of Contaminated Soil**

Includes excavation and stockpiling, laboratory classification, loading, transport and disposal of visibly contaminated soil.

\$ \_\_\_\_\_ PER TON

**Supply Clean Replacement Soil**

Includes supplying clean fill as required to replace contaminated soil only.

\$ \_\_\_\_\_ PER TON

**TAX EXEMPTION:** NO. #69-0220842

**VARIANCE IF ANY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned fully understands that if awarded this Contract, the Monmouth County Park System expects substantial completion of all Work within (15) working days per building. This Contract Time shall commence on the next day following the Contractor's receipt of the Notice-to-Proceed from the Monmouth County Park System. It is agreed by all parties that this Contract Time may be adjusted for cause in accordance with terms and conditions of the General Conditions of the Contract.

LIQUIDATED DAMAGES (not a penalty) shall be assessed at the rate of \$250 for contracts in the maximum amount of \$500,000 and \$500 for contracts in excess of \$500,000 for each and every calendar day that completion of the work overruns the CONTRACT TIME.

**ACKNOWLEDGMENT OF ADDENDA**

BIDDER acknowledges receipt of the following listed Addenda that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda. (BIDDER must type or print acknowledged Addenda numbers and dates --- OR check the box indicating that NO ADDENDA WERE RECEIVED.

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_

**NO ADDENDA WERE RECEIVED**

Accompanying this proposal is a Certificate (Consent of Surety) from \_\_\_\_\_  
\_\_\_\_\_ INSURANCE COMPANY that they will give a bond in the amount  
called for in this specification, and ( ) Certified Check, ( ) a Cashier's check, or ( ) Bid Bond  
made payable to the order of the Monmouth County Board of Recreation Commissioners in the  
sum of DOLLARS (\$ \_\_\_\_\_) must be at least ten percent (10%) of the total lump sum bid,  
as liquidated damages and not as a penalty. If the contract is awarded to the undersigned, and the  
undersigned shall fail to execute the contract for the project or furnish a bond required within a  
stipulated time, otherwise the check will be returned to the undersigned.

The undersigned is a partnership under the laws of the State of \_\_\_\_\_  
a corporation  
an individual

having principle offices at \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX#: \_\_\_\_\_

DATED: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

**PROPOSAL 2**

**FURNISHING OF BUILDING DEMOLITION, ASBESTOS REMOVAL AND UNDERGROUND STORAGE TANK REMOVAL WORK TO THE MONMOUTH COUNTY PARK SYSTEM, LINCROFT, NEW JERSEY.  
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS.**

The undersigned hereby declares that \_he has carefully examined the advertisement, specifications, and form of contract for furnishing the specified items and that \_he will execute the contract according to the specifications, terms, and conditions with respect to the following:

**DEMOLITION, ASBESTOS REMOVAL AND UNDERGROUND STORAGE TANK REMOVAL IN ACCORDANCE WITH THE SPECIFICATIONS**

ITEM #1 – Bldg #3701 – Residence – Swimming River Greenway \$ \_\_\_\_\_  
(Note: Includes pool and all debris in and around the house,  
as per the Building Summary Report)

ITEM #2 – Bldg #3702 – Hillside Shed – Swimming River Greenway \$ \_\_\_\_\_

ITEM #3 – Bldg #3703 – Two Room Storage Shed (in Paddock Area) –  
Swimming River Greenway \$ \_\_\_\_\_

ITEM #4 – Bldg #3704 – Two Stall Horse Shed (in Paddock Area) –  
Swimming River Greenway \$ \_\_\_\_\_

ITEM #5 – Bldg #3705 – Two Stall Horse Shed (in Paddock Area) –  
Swimming River Greenway \$ \_\_\_\_\_

ITEM #6 – Bldg #3706 – Small Storage Shed (in Paddock Area) –  
Swimming River Greenway \$ \_\_\_\_\_  
(Note: Includes 2 smaller sheds across the paddock and all paddock fencing)

TOTAL LUMP SUM \$ \_\_\_\_\_

The following items are to be bid for work as specified in the section itemized for "if and where directed by the Health Dept. Inspector". These items pertain strictly to the removal and replacement of contaminated soil in association with UST and AST removal.

**Excavation, Classification and Disposal of Contaminated Soil**

Includes excavation and stockpiling, laboratory classification, loading, transport and disposal of visibly contaminated soil.

\$ \_\_\_\_\_ PER TON

**Supply Clean Replacement Soil**

Includes supplying clean fill as required to replace contaminated soil only.

\$ \_\_\_\_\_ PER TON

**TAX EXEMPTION:** NO. #69-0220842

**VARIANCE IF ANY:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned fully understands that if awarded this Contract, the Monmouth County Park System expects substantial completion of all Work within (15) working days per building. This Contract Time shall commence on the next day following the Contractor's receipt of the Notice-to-Proceed from the Monmouth County Park System. It is agreed by all parties that this Contract Time may be adjusted for cause in accordance with terms and conditions of the General Conditions of the Contract.

LIQUIDATED DAMAGES (not a penalty) shall be assessed at the rate of \$250 for contracts in the maximum amount of \$500,000 and \$500 for contracts in excess of \$500,000 for each and every calendar day that completion of the work overruns the CONTRACT TIME.

**ACKNOWLEDGMENT OF ADDENDA**

BIDDER acknowledges receipt of the following listed Addenda that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda. (BIDDER must type or print acknowledged Addenda numbers and dates --- OR check the box indicating that NO ADDENDA WERE RECEIVED.

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date Received: \_\_\_\_\_

**NO ADDENDA WERE RECEIVED**

Accompanying this proposal is a Certificate (Consent of Surety) from \_\_\_\_\_  
\_\_\_\_\_ INSURANCE COMPANY that they will give a bond in the amount  
called for in this specification, and ( ) Certified Check, ( ) a Cashier's check, or ( ) Bid Bond  
made payable to the order of the Monmouth County Board of Recreation Commissioners in the  
sum of DOLLARS (\$ \_\_\_\_\_) must be at least ten percent (10%) of the total lump sum bid,  
as liquidated damages and not as a penalty. If the contract is awarded to the undersigned, and the  
undersigned shall fail to execute the contract for the project or furnish a bond required within a  
stipulated time, otherwise the check will be returned to the undersigned.  
The undersigned is a partnership under the laws of the State of \_\_\_\_\_  
a corporation  
an individual

Having principle offices at \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ FAX#: \_\_\_\_\_

DATED: \_\_\_\_\_

## CONTRACTORS QUALIFICATION AND REFERENCES

*The Bidder must supply a minimum of three references. References must be from jobs similar to this project.*

### ***References:***

1. Name of Project: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year Installed: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

2. Name of Project: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year Installed: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

3. Name of Project: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year Installed: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

4. Name of Project: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Year Installed: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Phone Number of Contact: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

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1. **OWNER:** The Owner is the Monmouth County Board of Recreation Commissioners. The Board of Recreation Commissioner's representative prior to the execution of the proposed contract is the Monmouth County Park System's Purchasing Agent (see Notice To Bidders for address and telephone number).
2. **BIDDING DOCUMENTS:** The Bidding Documents consist of the Notice To Bidders, the Bid Form and other forms required to be submitted with the Bid, the Park System's standard Form of Agreement, these Instructions To Bidders, the General Conditions of the Contract, project drawings and/or written specifications, and all addenda which have been issued prior to the Park System's receipt of bids.
3. **ADDENDA:** Public Notice of Addenda shall be provided no later than seven days, Saturdays, Sundays and Holidays excepted, prior to the date of acceptance of bids, to any person who submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of sender's facsimile and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.
4. **SUBSTITUTIONS:** Bids shall not be based on the use of any substitutions for the materials, products and equipment described in the Bidding Documents, unless the use of substitutions have been authorized by the Park System. Any Bidder may propose substitutions to the Park System. Proposed substitutions must be in writing and be delivered to the Park System at least ten days before the bid receipt date. The Park System will issue to all Bidders an addendum for any approved substitution.
5. **FORM OF BID PROPOSAL:** Bidders must use the Park System's pre-printed Bid Form, or copy machine reproductions thereof, to prepare their bids.
6. **SALES AND EXCISE TAXES:** Bids must fully account for all costs imposed by applicable New Jersey Sales Tax and Federal Excise Tax laws. The County/Park System is exempted from paying New Jersey Sales Taxes on equipment and materials which are incorporated in the work, and on supplies and services that are used exclusively to alter, construct, improve or repair County-owned property. The County's sales tax exemption does not extend to the purchase, lease or rental of equipment used to prosecute the work.
7. **BID GUARANTEE:** Checks posted as the Bid Guarantee shall be payable to "Monmouth County Board of Recreation Commissioners," payable in U.S. Dollars, and be drawn on a bank which is authorized to conduct business in the United States. Bid bonds offered as the Bid Guarantee shall be by a surety which is licensed to conduct business and authorized to post such bonds in the State of New Jersey.
8. **RETURN OF BID GUARANTEES:** Bid Guarantees will be returned to the Bidders in accordance with the provisions of the New Jersey Local Public Contracts Law.
9. **DELIVERY OF BID:** Bids may be delivered by the Bidder in person, or by mail or commercial delivery service, to the Monmouth County Park System's Purchasing Agent (see Notice To Bidders for address). The Park System assumes no responsibility for bids which are received later than the time established by the Notice To Bidders for the receipt of bids. Late bids will be returned unopened to the Bidders.
10. **RELEASE OF BID:** Within a reasonable time after the opening of bids, a Bidder may request release of its Bid only if there is an excusable material error in the Bid price(s). Such requests must be in writing. The Park System shall have the sole right to determine if a Bidder will be released from its bid.
11. **MODIFICATION OF BID:** A bid may not be canceled, modified, or withdrawn during the 60 calendar day period after the bids are opened.
12. **AWARD OF CONTRACT:** Unless otherwise stated, the Monmouth County Board of Recreation Commissioners intends to award a single overall contract for the work to the lowest responsible Bidder, or to reject all bids, within 60 calendar days after the receipt of bids, unless the period for award is extended by mutual agreement of the parties.
13. **PERFORMANCE AND PAYMENT BONDS:** Performance and payment bonds, as described by the Model Consent of Surety elsewhere in the Bidding Documents, must be posted with the Park System within 21 business days of the Bidder's receipt notice that it has been awarded the contract.
14. **MAINTENANCE BOND:** The Notice To Bidders will indicate if the Park System will require Maintenance Bond to be posted upon completion of the work. In that event the Maintenance Bond shall be for a term of one

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**INSTRUCTIONS TO BIDDERS—Continued**

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calendar year from the date the work is completed, and shall be in the amount of 100% of the Contract Sum (as may be adjusted by Change Order)

15. **SURETY:** The surety who will post the bonds called for by the Bidding Documents must be licensed to conduct business and authorized to post such bonds in the State of New Jersey.

16. **SURETY DISCLOSURE STATEMENT.** A surety disclosure statement and certification in the form required by N.J.S.A. 2A:44-143 shall accompany the consent of surety at the time of the bid. The Park System may, however, at its discretion, allow submission of the security disclosure statement and certification after receipt of bids. Performance and payment bonds cannot be accepted by the Park System unless a surety disclosure statement and certification complying with N.J.S.A. 2A:44-143 has been provided.

17. **INSURANCE COVERAGE:** (see General Conditions of the Contract for Construction)

18. **ALLOWANCES:** The Bid Form will indicate if Allowances are to be included in the Total Base Bid. Allowance amounts which are pre-printed on the Bid Form do not include the Bidder's mark-ups; they must be factored into the lump sum bid item(s).

19. **UNIT PRICE BIDS:** When unit price bids are required, the unit prices entered on the Bid Form shall reflect the actual cost to be charged to the Park System for each item, including the Bidder's anticipated direct and other costs, overhead and profit directly related to each bid item. When the Bidder intends to bid zero for a unit price bid item, a "0" shall be entered for the unit price and the extended price.

20. **CORRECTION OF FAULTY ARITHMETIC:** The Park System shall have the right to check and correct the addition of all prices entered on any Bid Form, and will unilaterally substitute correct totals wherever a Bidder's entries are not correct. In the case of unit price bids, the Bidder's unit price shall prevail if the extended price entered on the Bid Form does not equal the Bidder's unit price multiplied by the quantity printed on the Bid Form. In any such instance the Bidder will be informed of the Park System's corrections.

21. **DESIGNATED SUBCONTRACTORS:** The Bid Form will provide for the Bidder to name its proposed Designated Subcontracts if the provisions of N.J.S.A. 40A:11-16 apply to the proposed Contract. Changing of such named Designated Subcontractors will not be permitted after the opening of Bids.

22. **PREVAILING WAGES & LABOR LAWS:** The New Jersey Prevailing Wage Act will apply to the proposed Contract (P.L. 1963, C. 150). By submitting its Bid the Bidder attests that neither they, their company, nor any of their intended subcontractors are prohibited from being awarded their contracts for failure to pay prevailing wages (N.J.S.A. 34:11-56.38). The Contractor and its subcontractors must submit certified payroll records to the Park System's designated representative within ten days of the payment of wages (N.J.A.C. 12:60-1). [Call N.J. Department of Labor at 609-292-2283 to obtain certified payroll form.]

23. **AFFIRMATIVE ACTION & EQUAL OPPORTUNITY:** The Affirmative Action Regulation of the State of New Jersey will apply to the proposed Contract. (P.L. 1975, C.127). A copy of the Mandatory Affirmative Action Language for Construction Contracts and EEO/Affirmative Action Compliance Notice Checklist is provided in the Bidding Documents to County's Form of Agreement. The Initial Project Manning Report must be submitted within three days of signing the Contract. Monthly Project Manning Reports must be filed with the New Jersey Affirmative Action Office, with copies to the Monmouth County Park System's Purchasing Agent.

24. **U.S. PRODUCTS REQUIRED:** Bid prices must fully account for the use and incorporation in the Work of only manufactured and farm products of the United State of America, wherever they are available (N.J.S.A. 40A:11-18). The Contract Sum will not be increased for any reasons that may stem from the Bidder's failure or neglect to account for this.

25. **FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR:** A copy of the Park System's standard form of Agreement is included in the Bidding Documents.

26. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with the provisions and requirements of the Americans With Disabilities Act, Equal Opportunity for Individuals With Disabilities, a copy of which is included in the Bid Documents.

27. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT:** Public Works Contractor Registration Act: The Public Works Contractor Registration Act (P.L.1999, c238 as amended by P.L. 2003, c91). No contractor shall bid on

## INSTRUCTIONS TO BIDDERS—Continued

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

28. **NEW JERSEY BUSINESS REGISTRATION:** *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:

### **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION**

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the bidder and any designated subcontractors (N.J.S.A. 40A:11-16, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3) ) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (N.J.S.A. 54:32 B-1, et seq.) on all sales of tangible personal property delivered into this state.


A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of Business Registration.


Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

## INSTRUCTIONS TO BIDDERS—Continued

THESE ARE SAMPLES OF THE ONLY ACCEPTABLE  
N.J. BUSINESS REGISTRATION CERTIFICATES:

	<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>
Taxpayer Name:	
Trade Name:	
Address:	
Certificate Number:	
Effective Date:	
Date of Issuance:	
For Office Use Only:	

**OR**

<b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE FD-50K-501 TRENTON, N. J. 08646-0151</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FCRM-56C(03-01) This Certificate is NOT Assailable or Insurable. It may be annulled or voided at any time.</small>		

**INSTRUCTIONS TO BIDDERS—Continued**

**BIDDER'S CHECKLIST**

**BID# 0062-13**

(Owner's checkmarks)

Items submitted with bid  
(Bidder's INITIALS)

- ↓      **A.    FAILURE TO SUBMIT ANY OF THESE ITEMS WITH**      ↓  
             **BID IS MANDATORY CAUSE FOR REJECTION**
- Bid Proposal (Original) \_\_\_\_\_
  - Bid Guarantee (bid bond or guaranteed funds-certified/cashier's check) \_\_\_\_\_
  - Surety Certificate (Consent of Surety) \_\_\_\_\_
  - \_\_\_\_\_ List of Designated Sub-Contractors \_\_\_\_\_
  - Acknowledgement of Receipt of Addenda or Revisions (if any) \_\_\_\_\_
  - Statement of Ownership \_\_\_\_\_
  - Non-Collusion Affidavit \_\_\_\_\_
  - \_\_\_\_\_ Other \_\_\_\_\_

- B.    ITEMS PREFERRED WITH THE BID, BUT MANDATORY**  
             **PRIOR TO AWARD OF CONTRACT**
- Copy of Public Works Contractor Registration Act Certificate for the bidder and the designated subcontractors, effective on the date of bid, prior to award of contract \_\_\_\_\_
  - Copy of New Jersey Business Registration Certificate for the bidder and any designated subcontractors - prior to award of contract \_\_\_\_\_
  - EEO/Affirmative Action Compliance Notice Checklist \_\_\_\_\_
  - References / List of previous and/or active relevant work (CQ&R-1) \_\_\_\_\_
  - \_\_\_\_\_ Contractor's Qualification Statement \_\_\_\_\_
  - \_\_\_\_\_ Other: \_\_\_\_\_

**THE UNDERSIGNED BIDDER HERewith SUBMITS THE ABOVE REQUIRED DOCUMENTS:**

PRINT OFFICIAL COMPANY NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINT NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS**

**INSTRUCTIONS TO BIDDERS—Continued**

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
(type or print affiant's name)

of full age, being first duly sworn according to law on my oath depose and say that I am a lawful representative of

\_\_\_\_\_  
(type or print name of Bidder)

the Bidder making the Bid for the above cited project, and that I executed the said Bid with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above cited project, and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Monmouth County Board of Recreation Commissioners relies upon the truth of the statements contained in said Bid 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 the Bidder.

*Sworn and Subscribed to  
before me this \_\_\_\_\_ day*

of \_\_\_\_\_ 200\_ /s/ \_\_\_\_\_

/s/ \_\_\_\_\_  
(Title)

NOTARY PUBLIC OF \_\_\_\_\_  
(state)

My commission expires \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

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### MODEL CONSENT OF SURETY

*The Consent of Surety that is to be submitted with the Bid must be prepared, signed and issued by the Bidder's bonding company or other authorized surety. Two sample wordings for the required Consent of Surety which are acceptable to the Owner appear below.*

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It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue a Performance Bond and a Labor and Material Payment Bond, each of which shall be for 100% of the amount of the awarded Contract, or a combined Performance and Labor Material Payment Bond in the amount of 200% of the awarded Contract Sum, and will issue a Maintenance Bond for 100% of the Final Contract amount, as amended during construction, upon substantial completion of the Work, all as more fully specified by the Bidding Documents.

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It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue all bonds that are required by the Bidding Documents.

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**NOTE:** A Surety Disclosure Statement and Certification may be required. See paragraph 16 of the Supplementary Instructions to Bidders.

## INSTRUCTIONS TO BIDDERS

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### CAUTION

#### REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A. 40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder "A", is entirely owned by corporation "B", you must disclose the names and addresses of the owners of 10% or more of corporation "B". Furthermore, if corporation "C" owns 10% or more of corporation "B", you must disclose the names and addresses of the owners of 10% or more of corporation "C", and so on, until the names and addresses of all persons, i.e., human beings, in this "10%" chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

**INSTRUCTIONS TO BIDDERS—Continued**

COMPANY NAME \_\_\_\_\_

**STATEMENT OF OWNERSHIP**

BIDDER is (check one):  Corporation  Partnership  Joint Venture

The BIDDER, in accordance with P.L. 1977, Chapter 33, effective March 8, 1977, declares and submits that herein below are the names and legal addresses of all persons and entities who own 10% or more of the Bidder corporation, or, if applicable, persons and entities who have a 10% or greater interest in the Bidder partnership.

NAMES:	ADDRESSES:
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

**NOTES:**

- A. Attach additional sheets if needed and check here .....
- B. If a corporation, partnership, or joint venture owns a 10% or greater interest in the BIDDER entity, attach a separate Statement of Ownership for each such corporation, partnership or joint venture. Repeat the process of disclosure as is necessary until the name and address of each person who owns a 10% or greater interest in the Bidder has been revealed.

## INSTRUCTIONS TO BIDDERS—Continued

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### FORM OF AGREEMENT

**THIS AGREEMENT** entered into this            day of            200\_\_:

**BY AND BETWEEN THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS**, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, hereinafter referred to as “Park System,”

**AND [...CONTRACTOR...]**, a [...state...] [...corporation/partnership...], with offices at [...legal physical address...], hereinafter referred to as “Contractor.”

#### IT IS AGREED:

1. Contractor will construct **...[Project caption will be inserted here]...** for the TOTAL SUM OF **...[Contract Sum will be inserted here in words and numerals]...** DOLLARS, all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
2. Contractor will indemnify and save harmless the County of Monmouth, Board of Recreation Commissioners, its officers, servants and agents for and from all damages, claims, suits and costs, including counsel fees, to which they may be put by reason of (a) injury to persons or property due to the actual or alleged carelessness or negligence of the Contractor, its servants or agents, or (b) the Contractor’s actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the Park System.
3. Contractor will not assign this contract in whole or part to another person or entity without the Park System’s written consent. This paragraph is not intended to constrain the Contractor’s ability to enter customary subcontracts for performing various portions of the Work at the site, and for furnishing equipment and materials to be incorporated in the Work, subject however to the Contractor’s obligation to engage the designated subcontractors named in its proposal.
4. Should the Park System during the progress of work require any alterations, deviations, additions or omissions from said specifications at any time thereof, it shall be at liberty to do so and the same shall in no way be deemed to be a breach or void of this contract but the value of such work or material involved in such change shall be added to or deducted from the amount of the contract as the case may be at the rate herein specified or, if not herein specified, then by fair, just and reasonable valuation.
5. During the performance of this contract, the Contractor will comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), “Mandatory Affirmative Action Language for Construction Contracts” which is made a part of this Agreement (see Rider A to this Agreement).
6. The Contractor will comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq) and the regulations issued thereunder (N.J.A.C. 12:60-1.4 et seq). The Contractor agrees to pay its workers no less than the prevailing wage rate as set forth in Rider B attached hereto. In the event it is found that any worker employed by the Contractor or any subcontractor covered by this Agreement has

**INSTRUCTIONS TO BIDDERS—Continued**

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been paid a rate of wages less than required to be paid, the Park System 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 its sureties shall be liable to the Park System for any excess costs occasioned thereby. The Contractor and its subcontractors will post the prevailing wage rates in prominent and easily accessible places at the site of the work or at such place or places as are used then to pay workers their wages. The Contractor represents that it is not debarred from public works pursuant to N.J.S.A. 34:11-56.37; furthermore the Contractor agrees not to engage the services of any contractors or subcontractors for this project who are listed on the list of debarred contractors and subcontractors contained in Rider B. Before final payment is made to the Contractor, the Contractor and its subcontractors will file written certification as to any unpaid wages, pursuant to N.J.S.A. 34:11-56.33.

**IN WITNESS WHEREOF**, the parties have signed this agreement.

**ATTEST:**

MONMOUTH COUNTY BOARD OF  
RECREATION COMMISSIONERS

\_\_\_\_\_  
JAMES J. TRUNCER  
Secretary-Director

By: \_\_\_\_\_  
EDWARD J. L OUD  
Chairman

**ATTEST:**

[CONTRACTOR]

(Corporate Seal)

\_\_\_\_\_  
[Name and title of person attesting]

By: \_\_\_\_\_  
[Name and title of person signing]

## INSTRUCTIONS TO BIDDERS

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### EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

#### EXHIBIT A

#### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

#### CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each

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**INSTRUCTIONS TO BIDDERS—Continued**

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construction trade consistent with the targeted employment goal prescribed by **N.J.A.C. 17:27-7.2**; 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 targeted employment goal established in accordance with **N.J.A.C. 17:27-7.2**.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

**INSTRUCTIONS TO BIDDERS—Continued**

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- subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4.) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5.) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6.) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i.) The contractor or subcontractor shall interview the referred minority or women worker.
  - (ii.) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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.
  - (iii.) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - (iv.) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7.) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

## INSTRUCTIONS TO BIDDERS—Continued

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

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) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with **N.J.A.C. 17:27-7**. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

- (D.) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## INSTRUCTIONS TO BIDDERS

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### EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

#### Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally-approved or sanctioned EEO/AA program?**    Yes     No

**If yes, please submit a photostatic copy of such approval.**

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**    Yes     No

**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

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

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

**COMPANY:** \_\_\_\_\_

**SIGNATURE**  
: \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS—Continued**

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**PREVAILING WAGE RATE DETERMINATION**

An electronic copy of the of the current Prevailing Wage Rate Determination and the list of debarred contractors can be found at <http://www.monmouthcountyparks.com/page.aspx?ID=2824>

A copy of the current Prevailing Wage Rate Determination and the list of debarred contractors will be incorporated in the Agreement and provided to the Contractor after award of contract.

END OF INSTRUCTIONS TO BIDDERS

## GENERAL CONDITIONS OF THE CONTRACT

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1. **OWNER:** The Owner is the County of Monmouth, Monmouth County Board of Recreation Commissioners. The County's representative after execution of the contract is the Monmouth County Park System (PHONE: 732-842-4000 FAX: 732-842-4162).

2. **CONTRACT DOCUMENTS:** The Contract Documents include the Bidding Documents, the Contractor's completed Bid Form, the executed Agreement, executed Change Orders and Construction Change Directives, and approved product submittals and shop drawings.

3. **GOVERNING LAW:** The Contract shall be governed by the Laws of the State of New Jersey.

4. **DESIGN PROFESSIONAL:** "Design Professional" is the Monmouth County Park System's consultant or employee who prepared the plans and specifications of the work to be performed under the Contract.

5. **INTENT:** The Contractor's execution of the Agreement is a representation that the Contractor has visited the site, become familiar with local conditions, and correlated personal observations with requirements of the Contract Documents. The intent of the Contract Documents is to include all items which are necessary for the Contractor to complete the work. The Contractor shall not be entitled to make any claims for recovery of costs which arise from the Contractor's failure to fully understand the intent and content of the Contract Documents.

6. **PERMITS, FEES AND NOTICES:** The Contractor shall obtain all municipal, county and state permits needed to perform the Work. The Park System will pay any permit application fees which are not required to be waived by the provisions of the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.). The Park System will not pay for permits needed to deliver materials or equipment to the site. The Contractor shall fully and properly

coordinate its work with all public utility companies and agencies which may be impacted by the Work. The Contractor shall be solely responsible for scheduling governmental agency inspections of the work, and to obtain all certificates of occupancy upon completion of the Work. The Contractor will notify the Owner's representative when such inspections are scheduled.

7. **SUPERVISION OF THE WORK:** The Contractor shall be solely responsible for supervising and coordinating the Work.

8. **USE OF SITE:** The Contractor shall confine its activities at the site to areas permitted by the Contract Documents, and public law, ordinances and regulations. The Contractor shall not unreasonably encumber the site with its equipment and materials, and shall maintain orderly and safe traffic conditions on any public thoroughfare impacted by the Work.. Utility shutdowns which will impact the Park System's operations must be scheduled and approved beforehand by the Park System.

9. **CUTTING AND PATCHING:** The Contractor shall be responsible for cutting, fitting and patching needed to complete the Work or to make its parts fit together.

10. **CLEANING UP:** The Contractor shall keep the site and surrounding areas free from inordinate accumulations of waste materials and rubbish caused by its operations. At completion of the Work the Contractor shall remove from the site and surrounding areas the Contractor's tools, equipment and machinery, and all rubbish, waste, and surplus materials.

11. **ACCESS TO THE WORK:** The Contractor shall not in any way hinder the Park System's and its Design Professional's access to the Work in progress.

12. **CONTRACTOR'S INDEMNIFICATION:** The Contractor shall indemnify and save harmless the County, its officers, servants and agents from all damages, claims, suits and costs,

General Conditions of the Contract - Continued

including counsel fees, to which they may be put by reason of (a) injury to persons or property due to the actual or alleged carelessness or negligence of the Contractor, its servants or agents, or (b) the Contractor's actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the Park System.

13. **INSURANCE:** The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD®) of same, naming the Board of Recreation Commissioners as the Certificate holder, within 21 business days of the Contractor's receipt of notice that it has been awarded the Contract.

A. **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B. **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C. **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D. **Builder's Risk Completed Value Form "All Risk":** The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.

E. **County Additional Insured:** The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insureds on all policies except the Worker's Compensation policy.

F. **Subcontractors:** The Contractor's subcontracts shall impose and require its subcontractors to purchase and maintain insurance coverages identical to those set forth above.

14. **ADMINISTRATION OF THE CONTRACT:** The Park System will provide overall administration of the Contract. The Design Professional will provide day-to-day administration of the Contract, and will be the Park System's representative during construction. The Design Professional will:

A. Not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

B. Have the authority to reject Work which does not conform to the Contract Documents.

C. Review and take appropriate action on the Contractor's submittals (shop drawings, product data, samples, etc.).

D. Prepare Construction Change Directive and Change Order documents which, from time to time, may be needed in the course of the Contractor's performance of the Work.

E. Conduct inspections of the Work to assure its compliance with the Contract Documents, to evaluate the Contractor's payment applications, and to determine the date of Substantial Completion of the Work.

General Conditions of the Contract - Continued

F. Receive from the Contractor all required written warranties and related documents pertaining to the various elements of the Work.

G. Interpret and decide matters concerning performance and requirements of the Contract Documents.

**15. ALTERNATE DISPUTE RESOLUTION (NON-BINDING MEDIATION):** If a dispute between the Park System and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation..

A. Mediation is intended to be an informal process for resolving disputes between the Contractor and Owner. Both parties shall act in good faith and exercise their best efforts to achieve a reasonable settlement of disputes.

B. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least: (a) A brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purposes of mediation.

C. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation.

D. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator.

E. Each party shall rank the proposed mediators in order of preference. The fifth ranked person on each party's shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to

their second choice, "2" to their third choice, and "1" to their remaining fourth choice. The parties scores for each person shall then be added together. The person with the highest combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot.

F. The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

G. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator.

H. Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator.

I. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction of the dispute.

**16. CONTINUING CONTRACT PERFORMANCE:** Pending resolution of a claim or dispute the Contractor shall proceed diligently with performance of the Contract, and the Park System shall continue to make payments in accordance with the Contract Documents, unless otherwise agreed to in writing by the parties.

**17. CONSTRUCTION BY PARK SYSTEM OR BY SEPARATE CONTRACTORS:** The Park System reserves the right to perform construction or operations related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project.

General Conditions of the Contract - Continued

18. **CHANGES IN THE WORK:** Changes in the Work may be accomplished after execution of the Contract, without invalidating the Contract, by Change Order, Construction Change Directive or order for minor changes in the Work.

A. **Construction Change Directive (AIA Form G714):** A Construction Change Directive (CDD) is a written order prepared by the Design Professional to direct a change in the Work which states a reasonable basis for adjustment of the Contract Sum and/or Contract Time. A CCD shall not be binding upon any of the parties unless and until it is signed by the Park System's designated representative. The Contractor shall proceed with the changed Work upon receipt of a CCD which has been signed by the Park System's designated representative. The Contractor shall not bill the Park System for CCD Work until the CCD is incorporated in an approved Change Order.

B. **Change Order (AIA Form G701):** A Change Order (CO), after signature by the Design Professional and the Contractor, and approved by the Monmouth County Board of Recreation Commissioners, is an amendment to the Contract which adjusts the Contract Sum and/or Contract Time to reflect additions to or deletions from the Work. A CO may incorporate one or more previously executed CCDs. CO costs (add and deduct) shall be properly substantiated by appropriate back-up documents which reveal all details of the transaction. A 10% markup (or markdown) of the Contractor's net direct costs, representing its combined overhead and profit, will be allowed for changes in the Work. Subcontractors' markups shall be likewise limited to 10% of their direct costs. Contract Time will not be extended beyond the date of Substantial Completion of the Work.

C. **Minor Change:** The Design Professional may, in writing, order minor changes in the Work which do not involve adjustment of the

Contract Sum or Contract Time, and which are consistent with the intent of the Contract Documents.

19. **CONTRACT TIME:** Contract Time is the number of calendar days allotted in the Contract Documents for the Contractor to achieve Substantial Completion of the Work. Contract Time commences from the day next following the Contractor's receipt from the Park System's of its Notice To Proceed. Contract Time is of the essence of the Contract. The Contractor shall proceed expeditiously with adequate forces and exercise due diligence to achieve Substantial Completion within the Contract Time. The date of Substantial Completion shall be certified by the Design Professional.

20. **LIQUIDATED DAMAGES:** Liquidated Damages (not a penalty) shall be assessed at the rate of \$250/day for contracts in the maximum amount of \$500,000 and \$500/day for contracts in excess of \$500,000 for each and every calendar day that completion of the work overruns the CONTRACT TIME unless stated otherwise in the proposal page.

21. **CONSTRUCTION SCHEDULE:** The Contractor, promptly after being awarded the contract shall prepare and submit a construction schedule for the work. The schedule shall not exceed time limits current under the contract documents and shall be revised at appropriate intervals as required.

22. **SUBSTANTIAL COMPLETION:** Substantial Completion is the stage in the progress of the Contractor's performance of the Contract when the Work or a designated portion thereof is sufficiently complete that the Park System can occupy or use the Work for its intended purpose.

23. **CONTRACT SUM AND PAYMENTS:** The Contract Sum is stated in the Agreement between the Park System and the Contractor and, including approved adjustments, is the total

General Conditions of the Contract - Continued

amount payable by the Park System to the Contractor. The Contractor's application(s) for payment (using AIA Form G702 and G703 if required by the County) shall be submitted to the Design Professional for review and recommendation to the Park System.

A. The Contractor, by applying for payment, warrants that title to all Work covered by an application for payment will pass to the Park System no later than the time of payment.

B. Payment applications shall not include amounts for Work authorized by a CCD but not yet included in an approved Change Order.

C. Payment applications shall not include amounts the Contractor does not intend to pay a subcontractor or supplier because of dispute or other reason.

24. **PROMPT PAYMENT:** When the contractor has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20 day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved invoices (bills) with a properly prepared, dated and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20<sup>th</sup> day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher,

invoices will be forwarded to the Board of Chosen Freeholders for their approval. All payments will be released in accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

25. **PAYMENTS TO DESIGNATED SUBCONTRACTORS:** If, in accordance with N.J.S.A. 40A:11-16, the Bid Form requires the naming of particular subcontractors and their sub-bid amounts, the Park System's payments for Work completed by a Designated Subcontractor shall be by a two-party check payable to *Designated Subcontractor* and *Contractor*.

26. **RETAINAGE:** The Park System's payments to the Contractor (and Designated Subcontractors) shall be for not more than 98% of the value of the completed Work (i.e., the Park System's *retainage* shall be 2%).

27. **FINAL COMPLETION:** Final Completion is achieved when the Contract is fully performed in accordance with the Contract Documents. This includes completion of punch list and submission of all closeout documents.

28. **FINAL PAYMENT:** Retainage held by the Park System shall not become due and payable until the Contractor provides the Park System's designated representative the following close-out documents in their complete and proper form:

A. **Contractor's Affidavit of Payment of Debts and Claims** (AIA Form G706).

B. **Contractor's Affidavit of Release of Liens** (AIA Form G706A).

C. **Consent of Surety to Final Payment** (AIA Form G707).

General Conditions of the Contract - Continued

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D. **Maintenance Bond** (if required by the Notice to Bidders; see Instructions To Bidders).

E. **Other** guarantees, warranties, as-built drawings, O&M manuals, other items as required by the specifications.

29. **ACCEPTANCE OF FINAL PAYMENT:** Acceptance of Final Payment by the Contractor, subcontractor or material supplier shall constitute waiver of claims by that payee.

30. **SAFETY PRECAUTIONS AND PROGRAMS:** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property, and their protection from damage, injury or loss.

31. **SUCCESSORS AND ASSIGNS:** The Park System and the Contractor respectively bind themselves, their partners, successor, assigns and legal representatives to the other party in respect to covenants, agreements and obligations contained in the Contract Documents.

32. **RIGHTS AND REMEDIES:** Duties and obligations imposed by the Contract Documents, and rights and remedies thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

33. **TERMINATION BY CONTRACTOR:** Upon providing a 10-day written notice of intent to the Park System and the Design Professional, the Contractor may terminate the Contract if the Work is stopped for a 60-day period through no act or fault of the Contractor, subcontractor, or their agents, employees, or other persons performing portions of the Work under the Contract. If the Park System fails to remedy the matter within the said 10-day notice period the

Contractor will be entitled to recover from the Park System payment for completed Work, and proven loss with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

34. **TERMINATION BY PARK SYSTEM FOR CAUSE:** Upon providing a 10-day written notice of intent to the Contractor, the Park System may terminate the Contract if the Contractor **(a)** has repeatedly failed to properly man the Work or supply proper materials; **(b)** failed to make payments to subcontractors or material suppliers; **(c)** persistently disregarded laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or **(d)** is otherwise guilty of substantially breaching the provisions of the Contract Documents. In that event, the Park System, without prejudice to any other rights or remedies, and subject to any prior rights of the surety, may take possession of the site and all materials, tools, equipment and machinery thereon owned or leased by the Contractor, and finish the Work by whatever reasonable method the Park System may deem expedient. When the Park System terminates the Contract for cause:

A. The Contractor shall not be entitled to receive any further payment until the Work is completed.

B. If the cost of completing the Work, including compensation to the Design Professional for services and expenses attendant to termination of the Contract, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Park System.

C. If the unpaid balance of the Contract Sum exceeds the costs of completing the Work, including compensation to the Design Professional for services and expenses attendant to termination of the Contract, such excess shall be paid by the Park System to the Contractor.

General Conditions of the Contract - Continued

**35. SUSPENSION FOR COUNTY'S CONVENIENCE:**

The Park System, without cause, may suspend, delay or interrupt the Contractor's Work in whole or part for such period of time as the Park System may determine. In that event, the Park System will compensate the Contractor for actual increased costs incurred in performing the Contract, including reasonable overhead and profit, arising from the suspension, delay or interruption of the Work. The Contractor will not be entitled to additional compensation if its performance of the Contract is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

**36. ELECTRICAL & MECHANICAL EQUIPMENT:**

The following provisions apply to all electrical and mechanical equipment incorporated in the Work, but are not intended to supersede the warranty, guarantee, maintenance or training requirements of the technical specifications for the Work where the latter are greater, or more comprehensive, particular or stringent.

**A. Warranties:** The Contractor shall provide special warranties, signed by the Contractor, installers and manufacturers, whereby they individually and collectively agree to replace, repair, or restore defective materials or workmanship during the 12-month period following the date of Substantial Completion of the overall Contract.

**B. Extended Warranties:** If a manufacturer offers warranties which extend beyond the warranty requirements of the Contract Documents, the Contractor shall offer a proposed extended warranty agreement to the Park System for its consideration. The proposed agreement shall be delivered to the Park System as soon as possible after execution of the Contract Agreement, but not later than the time limit established by the manufacturer. If the Park System elects to accept an extended warranty agreement it will enter into and pay for

the extended agreement directly with the manufacturer.

**C. Maintenance:** The Contractor shall provide skilled competent workers who are authorized by the manufacturer to maintain and service the equipment during the 12-month warranty period, including required warranty maintenance and all other routine maintenance, repairs, cleaning and testing which normally should be performed by a prudent owner.

**D. Training:** Prior to the date of Substantial Completion of the Work, the Contractor shall arrange for the manufacturer's representatives to provide appropriate in-service training of Park System personnel in the operation and maintenance of the equipment.

**37. PROPOSED SUBSTITUTIONS:** The Contractor warrants that the awarded Contract Sum includes the cost and use of all products, equipment and materials which are specified by the Contract Documents. However, at any reasonable time after award of the Contract, the Contractor may propose the use of material, product or equipment substitutions, subject to the following:

**A.** The Contractor's substitution proposal must be in writing to the Design Professional and the County, and shall provide feature-by-feature comparisons between the specified and substitute items, and be accompanied by pertinent manufacturer's literature for each. The Contractor's substitution proposal must also provide a factual in-place cost comparison of the specified and substitute items.

**B.** The Park System retains the sole right to accept or reject the Contractor's proposed substitutions. The Park System's acceptance of a proposed substitution will not be unreasonably withheld.

**C.** A substitutions which is accepted by the Park System will constitute a change in the Work which must be implemented by a

General Conditions of the Contract - Continued

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Construction Change Directive and Change Order. The executed Change Order shall include an appropriate dollar credit to the Park System as reimbursement of the cost of additional services of the Design Professional or others for evaluating, inspecting and testing the substitute item.

**38. DIRECTED SUBSTITUTIONS:** If the Contractor, through no fault of its own, is unable to provide any of the specified materials, products or equipment in a timely manner, the Park System and the Design Professional may direct the use of substitutions. In that event, the Contract Sum will be adjusted by an appropriate Change Order to incorporate reasonable increased (or decreased) costs to the Contractor which arise from the directed substitution.

**SPECIFICATIONS FOR THE FURNISHING OF BUILDING DEMOLITION WORK,  
ASBESTOS REMOVAL, WELL SEALING AND UST AND AST REMOVAL FOR 2013  
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,  
LINCROFT, NEW JERSEY**

**SCOPE:** It shall be the purpose of this contract to make available to the Monmouth County Park System an authorized source for the procurement of demolition, UST and AST removal, and asbestos removal services as specified herein.

**PROPOSAL:** The attached proposals must be submitted in order for bidders to be considered. Awards will be made to the qualified bidder offering the lowest lump sum bid per Proposal. The purchasing Committee reserves the right to accept or reject any or all bids and to award in the manner deemed to be in the best interest of the agency.

**1. GENERAL DESCRIPTION OF WORK:**

The work specified under this contract shall consist of the following general types:

1. ASBESTOS REMOVAL (where specified)
2. AST/UST REMOVAL (where specified)
3. WELL SEALING (where specified)
4. DEMOLITION/REMOVAL OF DEBRIS
5. CLEANING OF SITE
6. GRADING
7. TOPSOIL AND SEEDING

The contractor shall demolish all specified structures, properly dispose of all materials, clean, fill, topsoil, final grade, and seed the site.

**2. LOCATIONS:**

**Proposal #1**

- |             |  |
|-------------|--|
| Bldg. #1621 | Residence at Clayton Park<br>9 Imlaystown Road, Upper Freehold Township 08514<br>Block 20, Lot 29    |
| Bldg #1622  | Garage at Clayton Park<br>9 Imlaystown Road, Upper Freehold Township 08514<br>Block 20, Lot 29       |
| Bldg #1623  | Storage Shed at Clayton Park<br>9 Imlaystown Road, Upper Freehold Township 08514<br>Block 20, Lot 29 |
| Bldg #2311  | Residence at Manasquan Reservoir<br>575 Old Tavern Road, Howell, NJ 07731<br>Block 66.01, Lot 36.08  |

Bldg #3505 Office/Warehouse at Union Transportation Trail  
274 Rt. 539, Upper Freehold Township, NJ 08514  
Block 28, Lot 7.03

**Proposal #2**

Bldg #3701 Residence at Swimming River Greenway  
371 Swimming River Road, Tinton Falls, NJ 07724  
Block 60.01, Lot 2.01

Bldg #3702 Hillside Shed at Swimming River Greenway  
371 Swimming River Road, Tinton Falls, NJ 07724  
Block 60.01, Lot 2.01

Bldg #3703 2 Room Storage Shed (Paddock area) at Swimming River Greenway  
371 Swimming River Road, Tinton Falls, NJ 07724  
Block 60.01, Lot 2.01

Bldg #3704 2 Stall Horse Shed (Paddock area) at Swimming River Greenway  
371 Swimming River Road, Tinton Falls, NJ 07724  
Block 60.01, Lot 2.01

Bldg #3705 2 Stall Horse Shed (Paddock area) at Swimming River Greenway  
371 Swimming River Road, Tinton Falls, NJ 07724  
Block 60.01, Lot 2.01

Bldg #3706 Small Storage Shed (Paddock area) Swimming River Greenway  
371 Swimming River Road, Tinton Falls, NJ 07724  
Block 60.01, Lot 2.01

**GPS Coordinates for Demolition Sites**

Park_No	Park_Area	Building_No	Building_Type	Latitude	Longitude
424	Clayton Park	1621	Residence	40.165014	-74.507963
424	Clayton Park	1622	Garage	40.164848	-74.507807
424	Clayton Park	1623	Storage Shed	40.164774	-74.507818
425	Manasquan Reservoir	2311	Residence	40.169589	-74.197172
450	Union Transportation Trail	3505	Office Warehouse	40.136545	-74.531593
452	Swimming River Greenway	3701	Residence	40.320006	-74.111019
452	Swimming River Greenway	3702	Hillside Shed	40.319918	-74.110835
452	Swimming River Greenway	3703	2 Room Storage Shed	40.319867	-74.110433
452	Swimming River Greenway	3704	2 Stall Horse Shed	40.319883	-74.110359
452	Swimming River Greenway	3705	2 Stall Horse Shed	40.319929	-74.110311
452	Swimming River Greenway	3706	Small Storage Shed	40.320082	-74.110237

## 2. GENERAL REQUIREMENTS:

- A. Site Inspection – All bidders are required to visit the work sites to familiarize themselves with existing conditions, verify the nature of the work to be performed, and conduct the necessary inspections to prepare a complete and accurate bid. Failure to visit the sites will in no way relieve the successful bidder, to whom the contract is awarded, of performing all work and furnishing all materials necessary for the fulfillment of the contract in conformance with this specification. All bids shall be based upon the bidder's own findings. The Monmouth County Park System, hereafter referred to as "the Owner", does not guarantee that the site conditions and the conditions and contents of structures will be the same at the time of starting the work as they were when bidders inspected the site and prepared their bids. The Owner assumes no responsibility for destruction or loss due to fire, theft, vandalism, or act of nature that may occur prior to the time demolition takes place. The Contractor shall accept the site in the condition prevailing at the time it is made available by the Owner for demolition. The Owner shall not be held responsible for any additional construction debris, or refuse material, that may have been discarded on site from the time the bidders inspected the site to the time of demolition removal.
- B. Site Locations – Various Areas; see locator maps. THE CONTRACTOR SHALL RESPECT ALL PROPERTY LINES AND DO THEIR UTMOST TO PROTECT THE PROPERTY OF NEIGHBORS TO THE OWNER. SOME STRUCTURES EXIST WITHIN A FEW FEET OF ONE ANOTHER WHICH WILL DICTATE THE DEMOLITION PRACTICE TO BE INCORPORATED. RESPECT OF SUCH BOUNDARIES IS A CONDITION OF PAYMENT.
- C. Safety Requirements – Where required the Contractor shall erect and maintain guard railings, construction fence, warning signs, and lighting necessary for the protection of the public in accordance with State and Local regulations. Work areas shall be marked off with caution tape or plastic construction fence as required to protect them from trespassing. The Contractor shall plan and execute the work in such a way as to minimize interference with vehicular and pedestrian traffic. All work shall be done in conformance with O.S.H.A. regulations. State and Local safety requirements must be met. It shall be the Contractor's responsibility to keep all building sites secure from the time the contract is awarded.
- D. Site Analysis – The successful bidder shall meet with John Eisemann, Construction Inspector, for an on-site analysis prior to any demolition or removal of material.
- E. Starting Date – The successful bidder shall begin demolition work within 15 days of Notice-To- Proceed. All required permits are to be applied for by this start date. The Contractor shall not begin any work without first scheduling with the Construction Inspector, at least 3 working days in advance.  
**Once site work has begun, there shall be no delays in completing all work pertaining to that site.**
- F. Work Times – All demolition work shall be done Monday thru Friday, 8:00am to 4:30pm unless other arrangements are approved by the Owner. No work allowed on holidays.

G. Completion Times – Demolition and restoration at each site (unless otherwise specified) shall be substantially completed within the allotted contract time, from the first day of said demolition. Total Contract Time for each proposal shall be the sum of the days allocated for each building within that proposal, weather permitting, as noted in the Special Provisions section (Page 5). Liquidated Damages shall be assessed at the rate of \$250 for each and every calendar day that completion of the work overruns the Contract Time.

**Once demolition work has begun, there shall be no delays in completing all contracted work at successive sites.**

H. Permits – The Contractor shall be responsible for meeting and obtaining all permits as required by the New Jersey Uniform Construction Code, local municipality, and/or EPA/DEP. Copies of permits shall be submitted to Owner before any work requiring that permit shall commence.

I. Utilities – (Disconnection) The Contractor shall be responsible for the location of all utilities, the notification of all involved utility companies, and the proper disconnection and removal of all utilities to the perimeter of the work site. A release form for said utilities shall be obtained stating that their respective service connections have been removed or sealed and plugged in a safe manner. A copy of the release form shall be given to the Owner prior to demolition of structures.

J. Utilities – (Protection) The Contractor shall take all precautions necessary to protect, in operating condition, all active utilities crossing or bounding the work site. The Contractor is required by law to call 1-800-272-1000 to request a mark out to locate and identify underground facilities in advance of demolition. The Contractor is responsible for providing confirmation in writing to the Construction Inspector, M.C.P.S. stating the date, time, and notification number of mark out utility request prior to work. Any utility damaged during the execution of this contract shall be repaired or replaced at the Contractor's expense and to the satisfaction of the utility owner.

K. Site Protection – The Contractor shall take all precautions necessary to protect trees and shrubs on the site, and shall be responsible for any damage done to them. All existing roadways and walkways which are to remain shall be protected by whatever means is agreed upon by the Owner. Any damage done to property shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the Owner.

L. Demolition and Removal – **Notice-to-Proceed will be issued once all insurance, bonds and permits have been obtained and presented to MCPS.**  
Site work must begin within 15 days of Notice-to-Proceed  
Once site work has begun, it is imperative that there are no delays in completing all work. All specified structures shall be demolished. Demolition shall include, but not be limited to the following:

Structures; concrete foundations of removed structures; fuel tanks; septic tanks and systems; any and all concrete footings, foundations, sidewalks, driveways or block foundations found within the designated area; all debris, machinery, equipment and construction materials found within the designated area.

-Foundation material shall be removed prior to backfilling. Foundation inspection prior to backfilling.

-Masonry walls shall be demolished and removed in small sections.

-Structural steel, cast iron, and heavy timbers shall be removed by individual pieces and carefully lowered.

-All tree trunks, branches, stumps, etc. that result from the demolition process shall be removed from the site.

-All driveways and walkways – paved or gravel/stone - shall be removed, unless otherwise agreed upon. All underlying base material shall be removed down to clean subsoil.

**-ALL CONSTRUCTION MATERIAL AND DEBRIS SHALL BE TOTALLY REMOVED FROM SITE.**

-All structures within the designated area on the attached plans are to be demolished and carried away.

-All materials must be removed from the site. No burying of materials will be permitted.

- Site shall be hand picked of all miscellaneous debris and York raked for final grade.

- No stones or masonry debris greater than 2” diameter will be permitted to remain.

- Prior to placement of topsoil and seed, the Construction Inspector shall approve all areas to ensure all areas are clean and ready. Failure to obtain approval will result in the removal of all topsoil.

Method of Demolition – It is recommended that the contractor use a track hoe to demolish all buildings. Since some buildings are in close proximity to other buildings and adjacent properties, the track hoe will be less annoying.

**ALL BUILDINGS SHALL BE RAZED ONE AT A TIME, WITH SAID PROPERTY CLEANED, GRADED, RAKED, SEEDED, AND APPROVED BEFORE BEGINNING ANOTHER BUILDING.**

**SPECIAL PROVISIONS:**

**Building #1621 – Residence – Clayton Park**

Included in the contract: entire asphalt driveway to be removed; sealing of the potable well, located in the front yard. Jet pump and tank are in the basement, under the front porch.

Substantial Completion time: 10 working days

**Building #1622 – Garage – Clayton Park**

Included in the contract: all mixed debris inside the garage

Substantial Completion time: 3 working days

**Building #1623 – Storage Shed – Clayton Park**

Included in the contract: fire pit and perimeter stones near the shed

Substantial Completion time: 1 working day

**Building #2311 – Residence – Manasquan Reservoir**

Included in the contract: bricks and concrete blocks behind the house; mixed debris scattered in the woods surrounding the house.  
Substantial Completion time: 8 working days

**Building #3505 – Office/Warehouse – Union Transportation Trail**

Included in the contract: entire asphalt driveway/parking lot; chain link fence along the road; concrete culvert and mixed debris in the woods behind the building  
Substantial Completion time: 12 working days

**Building #3701 – Residence – Swimming River Greenway**

Included in the contract: all grave stones in the driveway, walkways and the yard; pool is to be backfilled and restored in the same manner as a foundation, after removal of sides, all concrete, shed and fencing; hunting blind, dock and assorted debris in the marsh area below the house and pool; approximately 90' of the west side embankment is to be covered with an erosion control blanket following clean up and seeding.

**Note:** 175' long low stone retaining wall along the driveway is to be removed; the 4' high block retaining wall is to remain. After grave stones are removed, the remaining gravel driveway is to be leveled, compacted and left in place.

**See special instructions for UST removal on page #14.**

Substantial Completion time: 12 working days

**Building #3702 – Hillside Shed – Swimming River Greenway**

Included in the contract: all mixed debris in and around the building  
Substantial Completion time: 1 working day

**Building #3703 – 2 Room Storage Shed (Paddock area) – Swimming River Greenway**

Included in the contract: booster pump and tank in attached shed; all mixed debris in and around the building  
Substantial Completion time: 1½ working days

**Building #3704 – 2 Stall Horse Shed (Paddock area) – Swimming River Greenway**

Included in the contract: all mixed debris in and around the building  
Substantial Completion time: 1½ working days

**Building #3705 – 2 Stall Horse Shed (Paddock area) – Swimming River Greenway**

Included in the contract: all mixed debris in and around the building  
Substantial Completion time: 1½ working days

**Building #3706 – Small Storage Shed (Paddock area) – Swimming River Greenway**

Included in the contract: all paddock fencing; two smaller storage sheds on the opposite side of the paddock; all mixed debris in and around these three sheds  
Substantial Completion time: 1½ working days

- M. Dust Control – All masonry walls shall be wet down thoroughly during demolition to prevent the spread of dust.

- N. Explosives – No use of explosives or blasting of any type will be permitted on the site.
- O. Fires – No materials or debris shall be burned on the site
- P. Salvage – All materials within the confines of the structures to be demolished at the time of demolition shall become the property of the Contractor. All buildings must remain secure up to and until the time of being razed. If items are to be removed from the building for salvage and recycling purposes, the buildings MUST BE SECURED through the use of windows and doors or boarded up with plywood. All salvage work must be conducted prior to asbestos removal. No one will be allowed to enter a building once asbestos has been removed from it unless wearing approved NIOSH-respiratory protection. The salvaging of materials from buildings not containing asbestos shall not begin before 48 hours of the actual demolition.
- Q. Existing Septic Systems – Any existing septic tank is to be pumped out, the top removed, the bottom broken up, filled with sand, compacted, covered with fill dirt, graded, and topsoiled. Such work is to be in accordance with all local and state regulations, and shall be monitored and witnessed by the appropriate health official.  
Sewer Lines – All sewer lines shall be cut and plugged in accordance with local & state regulations. Certification shall be provided to the Owner from the sewer company.
- R. Existing Wells – All wells will have been sealed and properly abandoned according to NJDEP standards, by a certified well driller, prior to demolition with the exception of the well at Bldg #1621, in Clayton Park. The Demolition Contractor will be responsible for sealing that well.
- S. Equipment Transportation – All demolition equipment, trucks, etc, shall be trailered from one site to the next. Bulldozers and trackhoes shall not be driven down public streets, access roads, or along beach areas.
- T. Heating Oil and Gasoline Storage Tanks – All fuel oil and gasoline storage tanks, above ground and underground, must have all remaining oil/residue pumped out of the tank and be properly removed from the property. Above ground tanks must be removed from the site. All underground tank removal processes must be witnessed by both the Owner and a representative from the Monmouth County Health Dept., who must check for holes in the tank/or soil contamination. If and where directed by the Health Dept. Inspector, all contaminated soil is to be removed and properly disposed of, and replaced with clean fill. All local and state codes concerning underground storage tanks shall be adhered to. A local building permit shall be secured by the Contractor, and all directions given by the local Building Code Official shall be followed.
- U. Asbestos Removal – The Demolition Contractor shall remove the asbestos, prior to any demolition work. All asbestos removal work shall be in accordance with all federal, state, and local asbestos abatement codes. The Demolition Contractor is responsible for obtaining an asbestos abatement plan and the complete removal of all asbestos material. All debris incurred as a result of siding removal shall be placed in the house. Costs associated with all asbestos abatement work is the responsibility of the Demolition

Contractor. In particular, N.J.A.C. 5:23-8.18 and N.J.A.C. 5:23-2.17(d) shall be completely and thoroughly complied with. Only NJ Dept. of Labor licensed Asbestos Abatement Contractors shall be employed. Furthermore, safety and air monitoring must be conducted by an NJDCA certified Asbestos Safety Control Monitoring Firm. The Monmouth County Park System will be responsible for providing an asbestos safety control monitoring firm to approve the abatement plan (as submitted by the Demolition Contractor) and to oversee and monitor all phases of the abatement work. The Demolition Contractor is responsible for coordinating the scheduling of asbestos removal with the monitor. Any costs incurred from failing to notify the monitor in the event that work will be delayed or re-scheduled will be the sole responsibility of the Demolition Contractor. No one shall be allowed inside any building from the time asbestos has been removed until demolition is completed, unless wearing approved NIOSH-respiratory protection. It shall be the Contractor's responsibility to keep all building sites secure from the time the contract is awarded until total demolition and back filling is complete. Disposal shall be in accordance with NJDEPA requirements in NJAC 7:26.

The contractor is responsible to check for all asbestos construction material at all sites. **The contractor shall be responsible for verifying all asbestos located on site. No extras will be considered for any additional asbestos found during the demolition process.**

**Upon our initial investigation we have determined (but not limited to) Asbestos in**

Building #1621 – (Hallway closet) – light brown linoleum flooring  
Building #2311 – (Bathroom) – 12"x12" white floor tile  
Building #2311 – (Exterior siding) – transite siding  
Building #3505 – (Upper Roof) – roof flashing  
Building #3505 – (Office windows) – window glazing  
Building #3505 – (Entrance lobby) – black mastic under linoleum flooring  
Building #3701 – (Kitchen) – brown linoleum flooring

- V. Clean-up – Upon completion of all contract work, the contractor shall repair or replace existing roadways, shrubs, trees, lawns and other physical and natural features which have been damaged as a result of the demolition work. The work site and surrounding areas shall be left neat, clean and orderly.
- W. The Contractor shall be responsible for all permissions, approvals, and licenses for any procedures, techniques and applications required by the project specifications at his sole cost and expense. The Owner and project supervisor shall be held harmless from any additional costs arising from unseen building conditions (asbestos, toxic waste, etc.) during the removal of the building and cleanup of the site.
- X. Backfill – The Contractor shall fill all voids left on the site as a result of demolition with clean fill dirt unless otherwise directed. **All fill shall be furnished by the contractor and must be approved by the Owner prior to application.** Backfill shall be sufficiently compacted to maintain a level plane with adjacent grades to permit the adequate removal of surface water.

**ABSOLUTELY NO RECYCLED MATERIAL IS TO BE USED FOR BACKFILL.**

- Y. Topsoil – The Contractor shall furnish, deliver, and spread topsoil to a minimum depth of six (6) inches in the following areas:
1. All areas where structures have been demolished and removed
  2. Any areas within the work site where existing topsoil has been removed or disturbed as a result of the demolition work.
  3. Any areas where driveways, walks or parking areas have been removed.
- Z. Final Grade – The final grade shall be hand raked and finish grade quality. The Contractor shall be responsible for settlement of fill for any reason for a period of ninety (90) days after final acceptance of the work by the Owner.

**TOPSOIL:** A submittal must be provided to the Construction Inspector for approval. Failure to receive prior approval of topsoil will result in rejection of topsoil. Topsoil shall be the surface layer of soil with no admixture of refuse or any material toxic to plant growth, and it shall be reasonably free from subsoil and stumps, roots, brush, stones (2 inches or more in diameter), clay lumps or similar objects. Brush and other vegetation which will not be incorporated with the soil during handling operations shall be cut and removed. Ordinary sods and herbaceous growth such as grass and weeds are not to be removed but shall be thoroughly broken up and intermixed with the soil during handling operations. The topsoil or soil mixture, unless otherwise specified or approved, shall have a pH range of approximately 5.5 pH to 7.6 pH, when tested in accordance with the methods of testing of the Association of Official Agricultural Chemists in effect on the date of invitation of bids. The organic content shall be not less than 3% not more than 20% as determined by the wet-combustion method (chronic acid reduction.) There shall be not less than 20% or more than 80% of the material passing the 200 mesh sieve as determined by the wash test in accordance with AASHTO 11.

**INSPECTION AND TESTS:**

Within 10 days following acceptance of the bid, the Owner shall be notified of the source of topsoil to be furnished by the Contractor. The Contractor shall submit a sample and a printed analysis of the topsoil to be used for MCPS approval **prior** to placing any topsoil. Failure to do so will result in rejection and removal of topsoil.

**PREPARING THE GROUND SURFACE:**

Immediately prior to dumping and spreading the topsoil on any area, the surface shall be loosened by discs or spike-tooth harrows, or by other means approved by the owner, to a minimum depth of 6 inches in any diameter and all litter or other material which may be detrimental to proper bonding, the rise of capillary moisture, or the proper growth of the desired planting shall be raked out and removed. Limited areas, as shown on the plans, which are too compact to respond to these operations shall receive special clarification. Grades on the area to be topsoiled shall

be maintained in a true and even condition. Where grades have not been established, the areas shall be smooth-graded and the surface left in an even and properly compacted condition to prevent, as much as possible, the formation of low places or pockets where water will stand.

**No topsoil shall be applied until the Construction Inspector inspects and approves all disturbed areas. Failure to obtain approval will result in the removal of all topsoil.**

#### **PLACING TOPSOIL:**

The topsoil shall be evenly spread on the prepared areas to a uniform depth of six (6) inches after compaction, unless otherwise shown on the plans or stated in the special provisions. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental with a minimum of soil preparation or tilling. After spreading, any large, stiff clods and hard lumps shall be broken with a pulverizer or by other effective means, and all stones or rocks (2 inches or more in diameter), roots, litter, or any foreign matter shall be raked up and disposed of by the Contractor. After spreading is completed, the topsoil shall be satisfactorily compacted by rolling with cultipacker or by other means approved by the engineer. The compacted topsoil surface shall conform to the required lines, grade, and cross-section. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

#### **SEEDING AND MULCHING:**

Upon completing demolition, the site shall be properly prepared for seeding. Flat or low-pitched slopes will be seeded and mulched with hay to match the surrounding areas of the property. Seed with Jonathan Green Sun and Shade Grass Seed Mix #15. Areas of steep slopes shall be prepared by installing an erosion control blanket after seeding. Immediately following seeding, erosion control blankets shall be installed over all disturbed areas. The erosion control blanket is to be 70% straw and 30% coir (coconut), with photodegradable netting on both sides. The matting sections shall be laid out parallel with one another, in a downhill direction, and secured with 6" staples. The adjoining sections should overlap 3" to 6". Staples shall be placed along the outer edges of the matting and in a row down the center of the strip. Staples shall be spaced 24" apart in the rows and 12" apart along overlapping edges and outer edges. In addition, staples shall be placed 12" apart across the matting at 50' intervals and at critical locations. No time shall be lost between demolition and reseeding.

**Note: A submittal for the erosion control blanket must be approved before installation.**

#### **OWNER'S REPRESENTATIVE:**

If you have any questions regarding the work to be performed, please contact John Eisemann, (732) 842-4000, ext 4335.

**SITE LOCATION:**

A voluntary walk-through will be held on **WEDNESDAY, SEPTEMBER 18, 2013 At 9:00 AM.** The Inspection will begin at the Thompson Park Headquarters Building. This is a voluntary walk-through to allow the bidders to familiarize themselves with the premises.

**SPECIAL INSTRUCTIONS FOR THE REMOVAL OF THE UNDERGROUND STORAGE TANK (UST) AT BLDG #3701, SWIMMING RIVEGREENWAY**

**SCOPE:** Contractor will perform all site preparation, excavating, removal, cleaning, disposal of the UST, site restoration, and requisite governmental jurisdictional reporting. Work shall also include excavation, stockpiling, classification and disposal of all encountered contaminated soil and placement of imported clean replacement soil. Transportation and disposal of all pumpable liquids and sludge shall also be included. It shall be the purpose of this contract to make available to the Monmouth County all as more fully described herein.

**REQUIRED CONTRACTOR CERTIFICATION AND REQUIRED TRAINING:**

1. All persons who provide services on USTs must be certified by the Department of Environmental Protection with a Tank Closure classification or perform these services while under the immediate on-site supervision of a person certified in this classification. All certified individuals may only perform services while employed for a firm certified in the same classifications.
2. Any entry into tanks, trenches, excavations must be in accordance with USEPA Level B protection procedures.
3. Confined space entry must be in accordance with the applicable provisions of OSHA regulation 29 CFR 1910.

**CONTRACTOR REGISTRATION:** Contractors and sub-contractors must be registered at the time of bidding under the "NEW JERSEY CONTRACTORS REGISTRATION ACT"

**GENERAL REQUIREMENTS:**

1. Site Inspection – All bidders are required to visit the work site to familiarize themselves with existing conditions, verify the nature of the work to be performed, and conduct the necessary inspections to prepare a complete and accurate bid. Failure to visit the site will in no way relieve the successful bidder, to whom the contract is awarded, of performing all work and furnishing all materials necessary for the fulfillment of the contract in conformance with this specification. All bids shall be based upon the bidder's own findings.
2. Safety Requirements – Where required the Contractor shall erect and maintain guard railings, fencing, warning signs, and lighting necessary for the protection of the public in accordance with State and Local regulations. Work areas shall be roped off, flagged, or barricaded as required to protect them from trespassing. The Contractor shall plan and execute the work in such a way as to minimize interference with vehicular and pedestrian traffic. All work shall be done in conformance with O.S.H.A. regulations. State and Local safety requirements must be met.

3. The Contractor shall not begin any work without first scheduling with the Park System Representative.
4. Work Times – All demolition work shall be done Monday thru Friday, between the hours of 8:00am and 4:30pm, unless other arrangements are approved by the Owner. No work allowed on holidays.
5. ONCE SITE WORK HAS BEGUN, THERE SHALL BE NO DELAYS IN COMPLETING ALL WORK PERTAINING TO THAT SITE.
6. Utilities –The Contractor shall take all precautions necessary to protect, in operating condition, all active utilities crossing or bounding the work site. The Contractor is required by law to call 1-800-272-1000 to request a mark out to locate and identify underground facilities in advance of demolition. The Contractor is responsible for providing confirmation in writing to the Park System representative, stating the date, time, and notification number of mark out utility request prior to work. Any utility damaged during the execution of this contract shall be repaired or replaced at the Contractor's expense and to the satisfaction of the utility owner.
7. Site Protection – The Contractor shall take all precautions necessary to protect trees and shrubs on the site, and shall be responsible for any damage done to them. All existing roadways and walkways which are to remain shall be protected by whatever means is agreed upon by the Owner. Any damage done to property shall be repaired by the Contractor, at the Contractor's expense, to the satisfaction of the Owner.

**METHODS OF CONSTRUCTION:**

1. Pump the existing liquid from the tank to be removed
2. The Contractor is responsible for the removal and disposal of all drummed residual sludge which is generated during the cleaning operations of this project.
  - a. All residual liquids and sludge removed from the USTs shall be disposed of at a licensed disposal facility
  - b. Liquids shall be transported by a licensed waste hauler specialized in such disposal.
  - c. All disposal procedures shall be in complete compliance with all federal, state and local regulations.
  - d. The Contractor shall make all reasonable attempts to remove and dispose of all material within 48 hours after the material has been identified and packaged for shipment.
3. Prior to entry, the UST shall be purged in accordance with the requirements of API Publication No. 1604 (purging methods utilizing liquid mediums excluded).
4. The tanks to be removed must be cleaned to the satisfaction of the Park System's representative and the municipal or state representative that is inspecting the work.
  - a. Cleaning shall be achieved by using a squeegee or oil absorbent pads.
  - b. Steam cleaning is not an acceptable method of cleaning the USTs to be removed.

5. The Contractor shall excavate existing material from the site to the required depths to facilitate the removal of the tank. The Contractor shall maintain an excavation around the tank of sufficient size to allow the workers ample room to complete their tasks.
6. Contaminated materials shall be kept segregated from uncontaminated material at all times. Uncontaminated, but unsuitable materials shall be removed and legally disposed of off the site.
7. The Contractor shall obtain soil samples (if required).
8. The Contractor shall be required to excavate all soil deemed contaminated by the municipal or state inspector.
  - a. The contaminated soil will be placed on plastic sheeting, a minimum of six mils thick and covered with plastic sheeting.
  - b. The plastic cover will be ballasted to prevent rain and surface water from coming in contact with the soil
  - c. The Park System representative will determine the location of the stockpiled contaminated soil.
9. Holes shall be cut in both ends of the tank to provide ventilation during transport to the disposal facility, and the exterior of the UST shall be scraped clean to eliminate soil deposition on roadways during the transport process.
10. Prior to the tank being removed from the site and the hole being backfilled, the tank and the hole must be inspected by a local building inspector.
11. Backfill in 12" lifts with imported select fill.
  - a. Existing general fill material - Soil shall be screened to remove hard clods, stiff clay, hardpan, concrete, rocks, organic material, sticks, roots or any other undesirable objects larger than 2" in diameter.
  - b. Imported general fill material – Select granular well-graded soil containing less than 10% passing a No. 200 mesh sieve and no less than 95% passing the one-inch mesh sieve.
  - c. No fill shall be placed or compacted in a frozen condition or placed on top of frozen material.
12. It is the responsibility of the Contractor to remove and dispose of all soil determined to be contaminated that is generated during the excavation operation of this project.
  - b. All contaminated soil shall be disposed of at a licensed soil disposal/recycling facility.
  - c. All disposal procedures shall be in complete compliance with all federal, state and local regulations.
  - d. The Contractor shall make all reasonable attempts to remove and dispose of all material within 48 hours after the material has been identified and packaged for shipment

13. Restore all disturbed areas with backfill, and prepare the grade to be similar to surrounding pre-construction grade.

Permits: Under the immediate on-site supervision of the person certified by the Department of Environmental Protection with a Tank Closure classification, the Contractor shall be solely responsible for obtaining all municipal, county and state permits required, scheduling all governmental agency inspections and reporting/submitting all appropriate documentation to said government entities. At a minimum, the Contractor shall submit the following to the Park System Representative:

- i. Bills of lading for ALL material that is removed from the site - including the UST - within seven days of the date of shipment. All shipping tickets will list the final destination of the product.
- ii. A Certificate of Approval for all permits required, issued from the corresponding agency or department.
- iii. **Certification of all imported clean fill material used to backfill the excavation. The certification shall cite the source of the material.**

#### **METHOD OF AWARD:**

Proposal 1 is to be bid on a **lump sum basis**.

Proposal 2 is to be bid on a **lump sum basis**.

#### **CONDITIONS OF PAYMENT:**

No payments shall be made until the following conditions are fulfilled:

1. All permits and approvals have been filed with the proper agencies and copies have been submitted to the Owner.
2. All abandoned wells have been sealed prior to the beginning of demolition work, by the Contractor, and the reports have been filed with the NJDEP and the MCPS. (If applicable)
3. All asbestos has been removed from any building containing such material and the proper reports have been submitted to the NJDEP and the MCPS.
4. The Demolition Contractor must submit a letter certifying that all asbestos material has been disposed of in an approved facility, and a copy of the dump ticket must be provided.
5. All tanks (above or underground) have been inspected, pumped and removed from the premises, with certification to the Owner.
6. All foundations have been inspected prior to backfilling to ascertain complete construction debris removal.
7. All disturbed areas have been inspected and approved prior to placement of topsoil and/or seeding.
8. All sewer lines have been cut, plugged and certified from the sewer company with copy to Owner. All septic systems have been inspected by the local health department, prior to filling in.
9. Any damages to adjacent properties have been remedied.
10. The Owner's representative has inspected the site and has found that all conditions within the specifications have been completed to the Owner's standards.

11. A Certificate of Approval from the local building department has been presented to the Owner.
12. The Demolition Contractor must submit a letter certifying all solid waste has been disposed of properly, and also submit the location of the disposal facility.

**PREVAILING WAGES:**

This Contract is subject to New Jersey Prevailing Wage Rates

**MANDATORY BUSINESS REGISTRATION CERTIFICATE**  
**(Chp. 57, Laws of 2004-S-1778)**

All New Jersey and out of state business organizations must obtain a BUSINESS REGISTRATION CERTIFICATE (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted with the bid for the vendor. No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with N.J.S.A. 52:32-44, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor.

Before final payment of the contract is made by the contracting agency, the contractor shall submit an accurate list and proof of business registration of each subcontractor or supplier used in fulfillment of the contract, or shall attest that no subcontractors were used.

A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (N.J.S.A. 5:12-92), or that provides false business registration information under the requirements of either those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at:

**<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>**

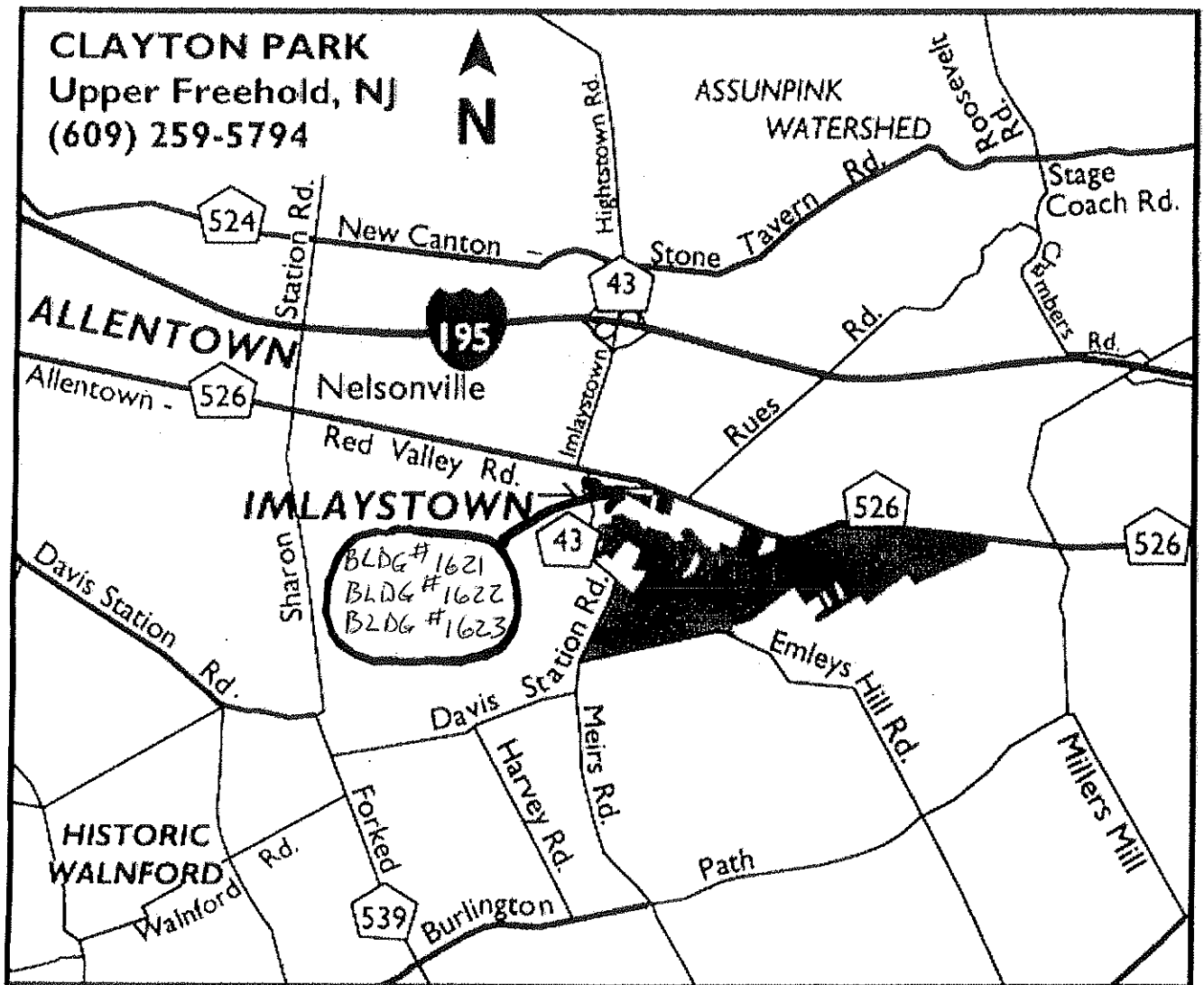
# BUILDING SUMMARY REPORT

<b>BUILDING #:</b> 1621	Walter
<b>AREA:</b>	424
<b>ADDRESS:</b>	9 Imlaystown, Road, Upper Freehold Twp. 08514
<b>BLOCK/LOT:</b>	20/29
<b>TYPE:</b>	Residence
<b>AGE:</b>	32 years
<b>NUMBER OF ROOMS:</b>	10
<b>FOUNDATION:</b>	Concrete block
<b>BASEMENT:</b>	Full basement
<b>EXTERIOR WALLS:</b>	Wood shakes
<b>WINDOWS:</b>	Vinyl-clad, double hung
<b>HEAT:</b>	Oil-fired forced hot air
<b>FLOORS:</b>	Linoleum, slate, carpet
<b>WALLS:</b>	Drywall
<b>BATH:</b>	3 bathrooms
<b>KITCHEN:</b>	2 kitchens
<b>ROOF:</b>	Strip shingles
<b>ATTIC:</b>	Limited storage
<b>ASBESTOS:</b>	Hallway closet – linoleum
<b>WELL:</b>	The water line enters the house under the front porch; a jet pump and tank are in the basement.
<b>SEPTIC:</b>	Raised mound in the back yard
<b>UST:</b>	AST in the basement
<b>OTHER:</b>	Included in the contract: asphalt driveway and parking turn around; small side deck; raised back concrete patio; front and back sidewalks
<b>FACTS:</b>	NOTE: The contractor is responsible for sealing the well



# BUILDING SUMMARY REPORT

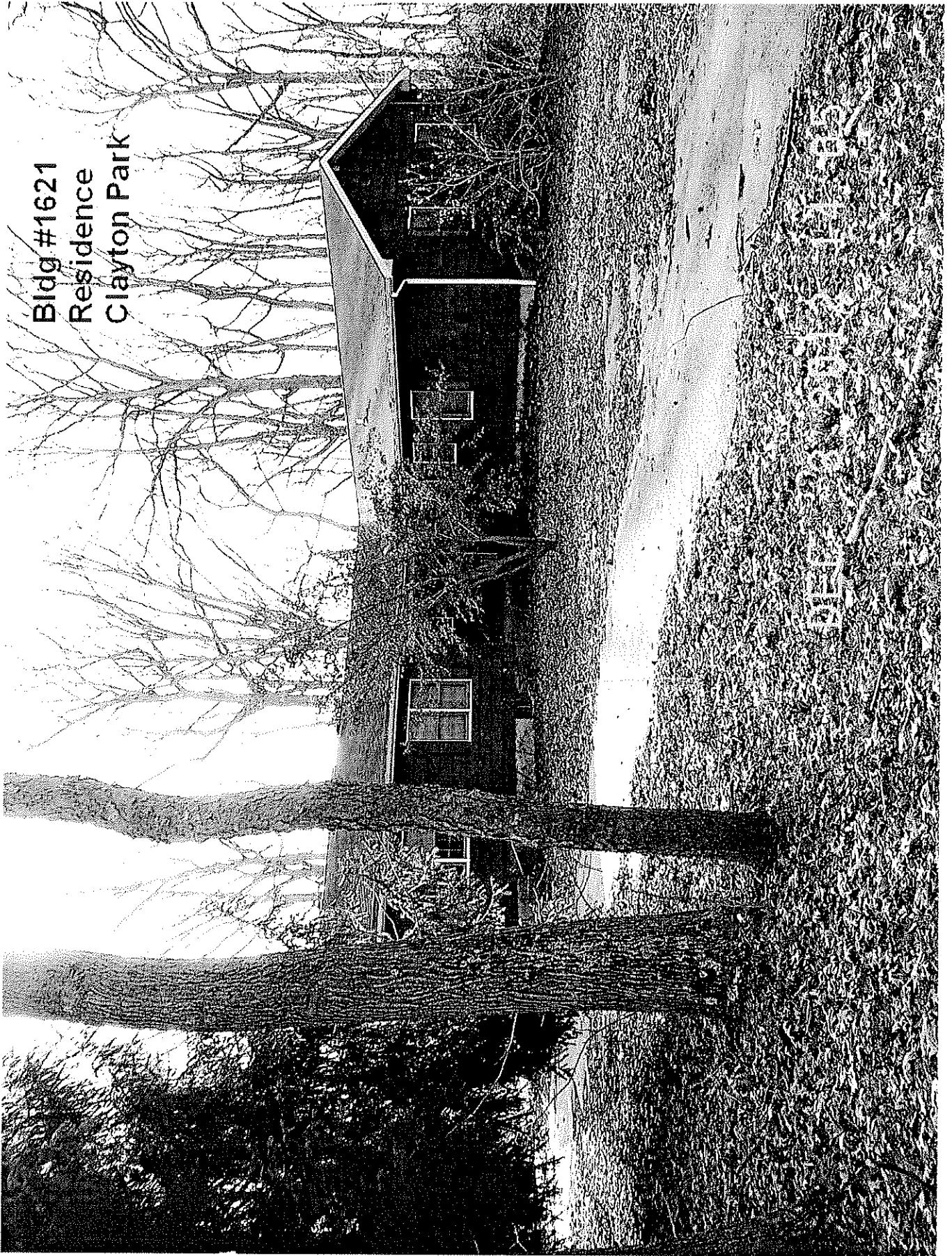
<b>BUILDING #:</b> 1623	Walter
<b>AREA:</b>	424
<b>ADDRESS:</b>	9 Imlaystown Road, Upper Freehold, NJ 08514
<b>BLOCK/LOT:</b>	20/29
<b>TYPE:</b>	Storage Shed
<b>AGE:</b>	20 years
<b>NUMBER OF ROOMS:</b>	1
<b>FOUNDATION:</b>	Shed is set on bricks & blocks
<b>BASEMENT:</b>	No
<b>EXTERIOR WALLS:</b>	T-111
<b>WINDOWS:</b>	Aluminum jalousie
<b>HEAT:</b>	No
<b>FLOORS:</b>	Plywood
<b>WALLS:</b>	2x4 framing
<b>BATH:</b>	No
<b>KITCHEN:</b>	No
<b>ROOF:</b>	Strip shingles
<b>ATTIC:</b>	No
<b>ASBESTOS:</b>	No asbestos containing materials identified
<b>WELL:</b>	No
<b>SEPTIC:</b>	No
<b>UST:</b>	No
<b>OTHER:</b>	Included in contract: asphalt pad at front door; mixed debris inside shed; remove perimeter stones & fill in nearby fire pit

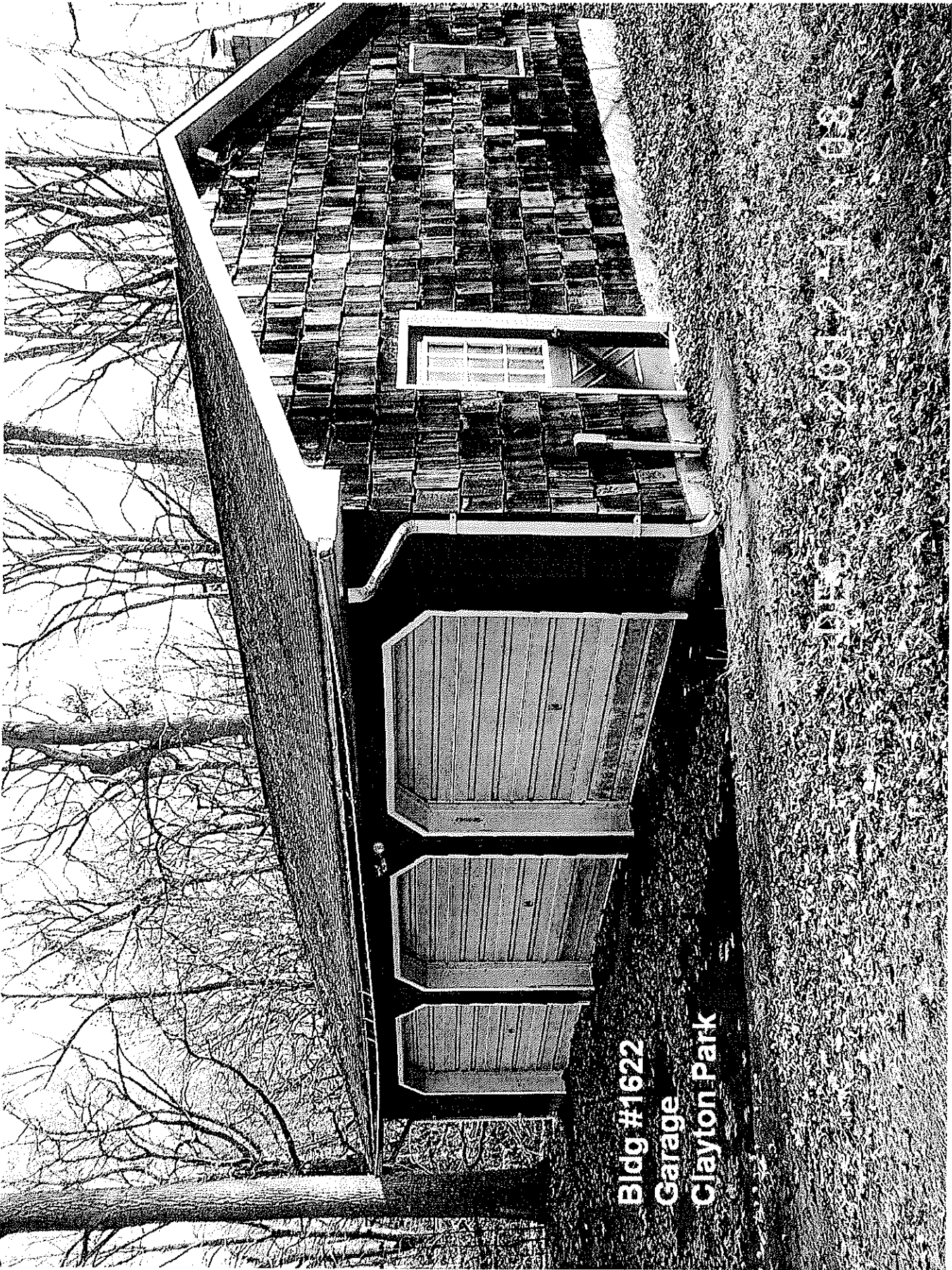


## Clayton Park

- Bldg #1621 – Residence
- Bldg #1622 – 3-Car Garage
- Bldg #1623 – Storage Shed

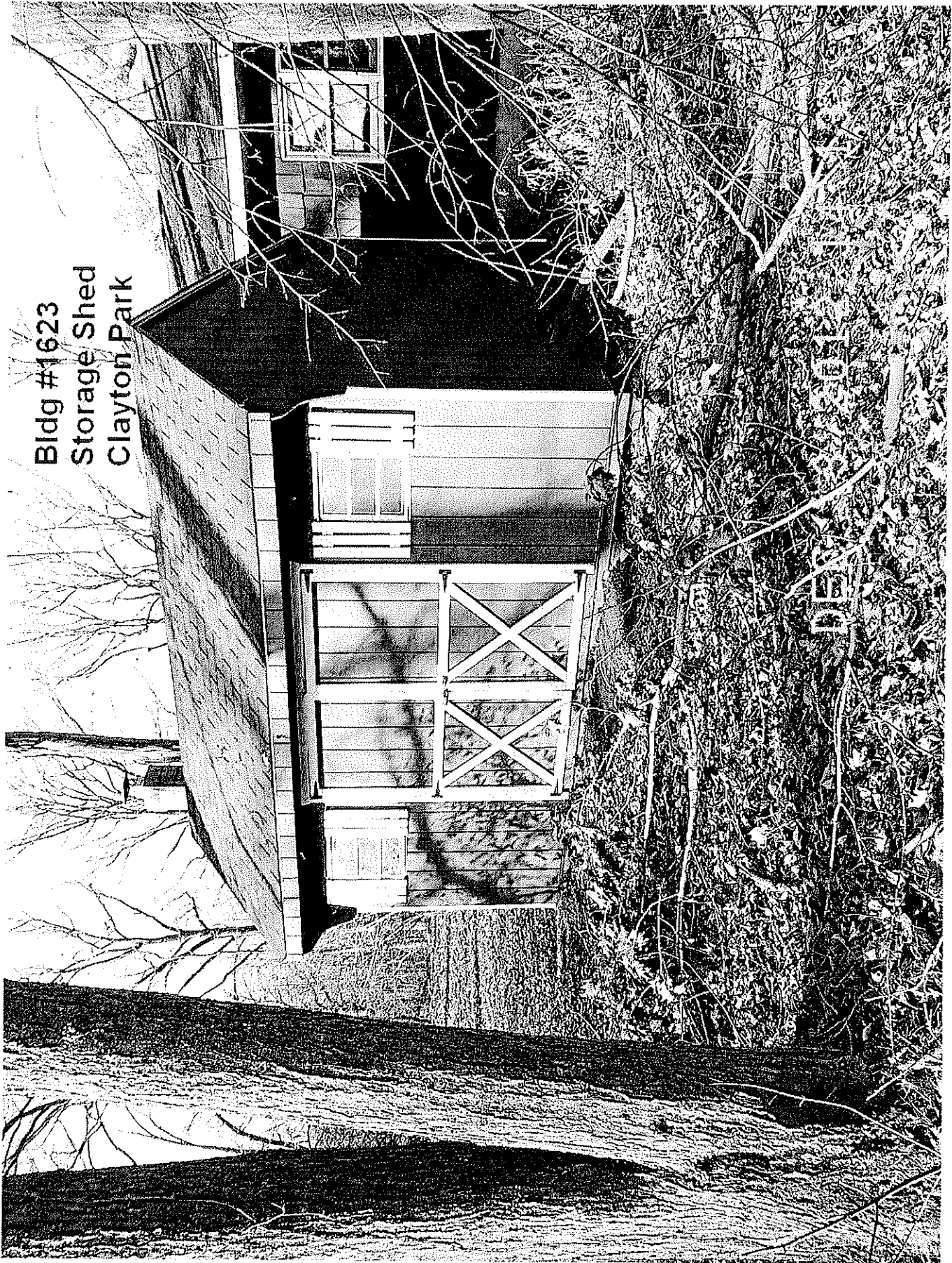
Bldg. #1621  
Residence  
Clayton Park





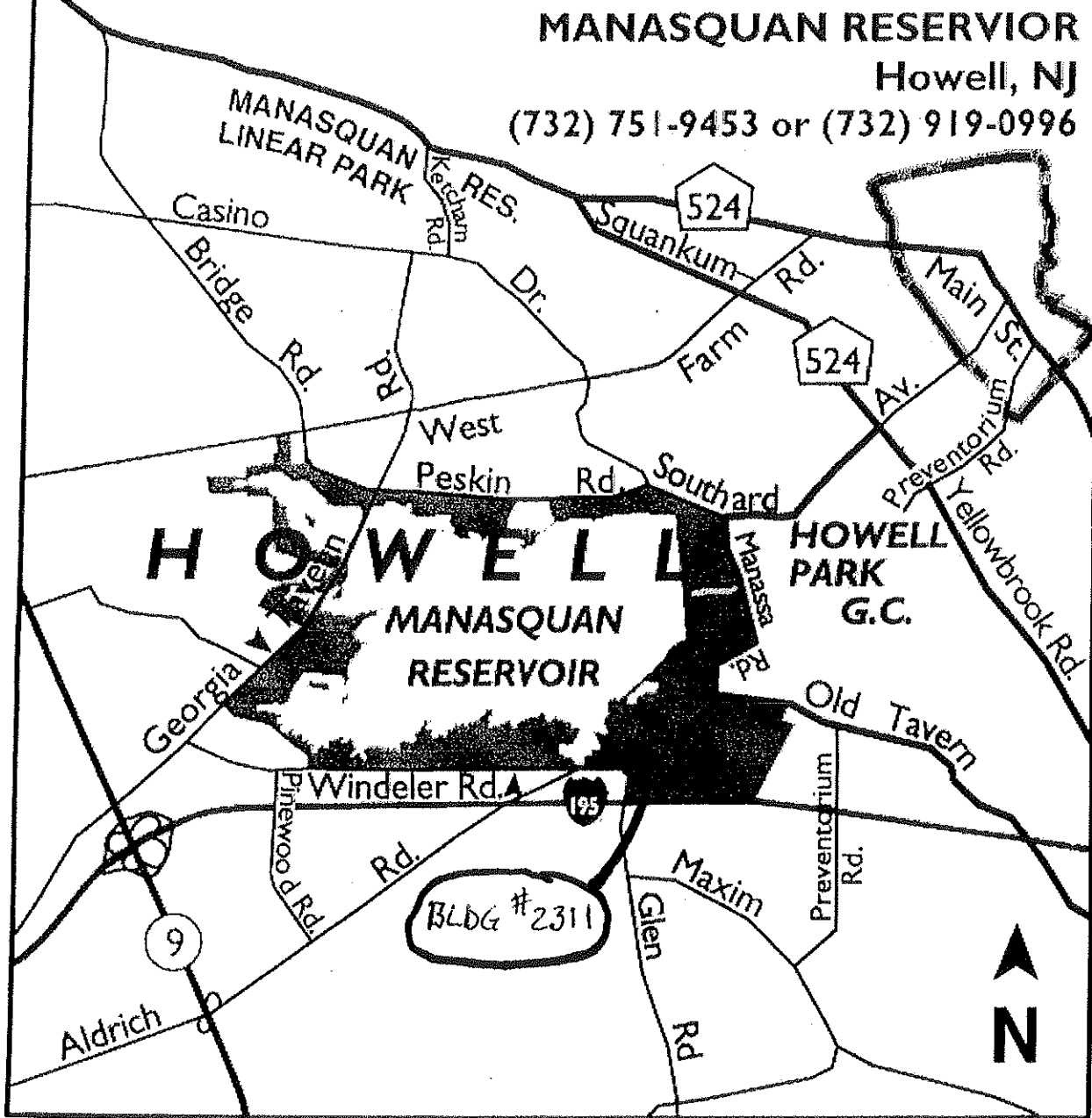
**Bldg #1622**  
**Garage**  
**Clayton Park**

Bldg #1623  
Storage Shed  
Clayton Park



# BUILDING SUMMARY REPORT

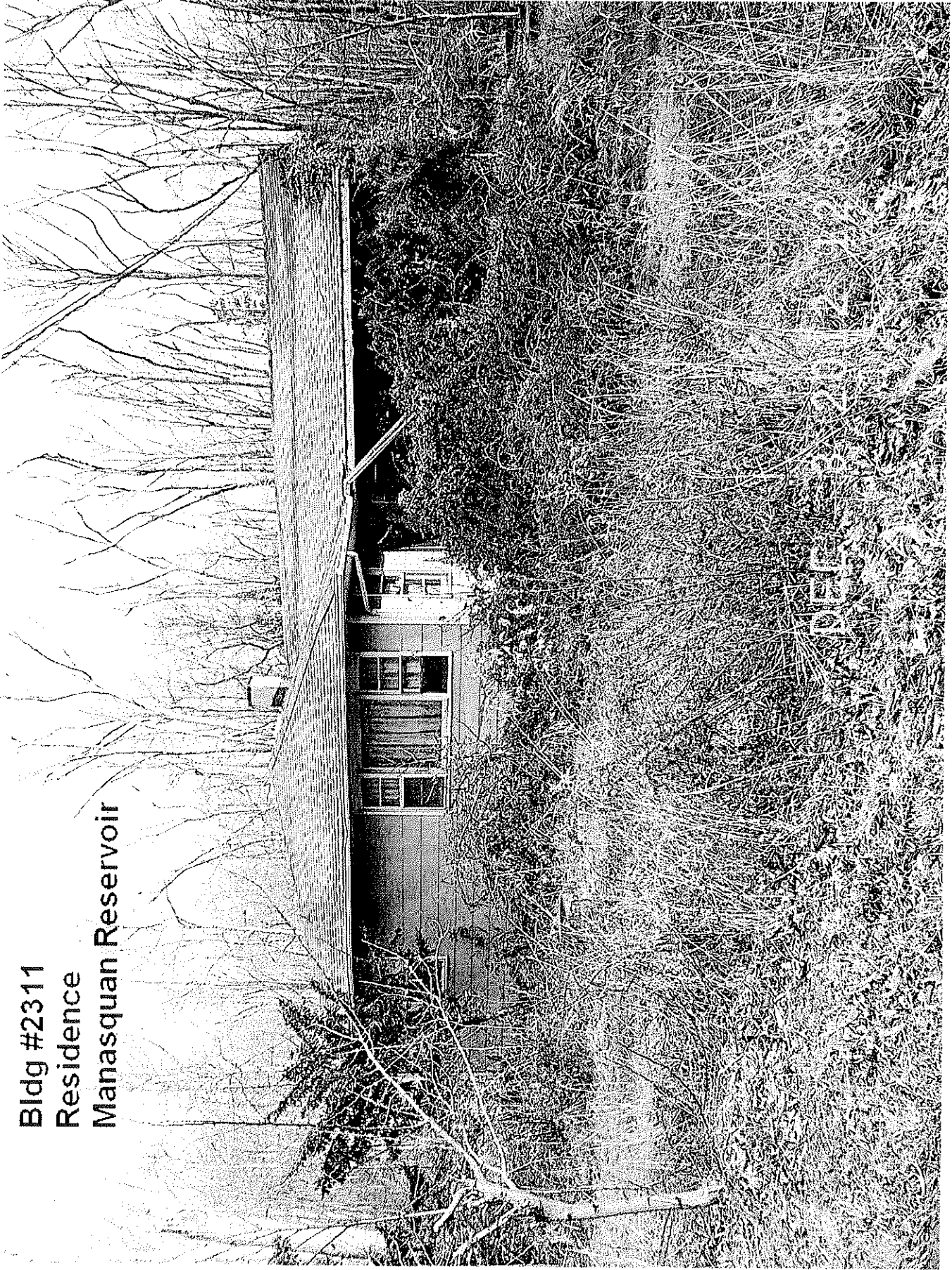
BUILDING #: <b>2311</b>	Gunderson
AREA:	425
ADDRESS:	575 Old Tavern Road, Howell, NJ 07731
BLOCK/LOT:	66.01/36.08
TYPE:	Residence
AGE:	52 years
NUMBER OF ROOMS:	7
FOUNDATION:	Cinder block
BASEMENT:	Basement and crawl space
EXTERIOR WALLS:	Transite siding
WINDOWS:	Wooden, double hung
HEAT:	Oil-fired, forced hot air
FLOORS:	Linoleum, tongue & groove pine, floor tile
WALLS:	Drywall
BATH:	Yes, 1
KITCHEN:	Yes
ROOF:	Timberline
ATTIC:	No
ASBESTOS:	Transite siding; bathroom – floor tile
WELL:	Well sealed by others
SEPTIC:	Yes, off back of house 11' (solids tank) and 17'(liquids tank)
UST:	AST behind the house
OTHER:	Included in the contract: brick & block front porch and side porch, and steps; mixed debris scattered in the woods surrounding the house: concrete & cinder blocks, bottles, bricks, garden hose, wire fencing, tires, wooden/metal posts, plastic pots



## Manasquan Reservoir

Bldg #2311 - Residence

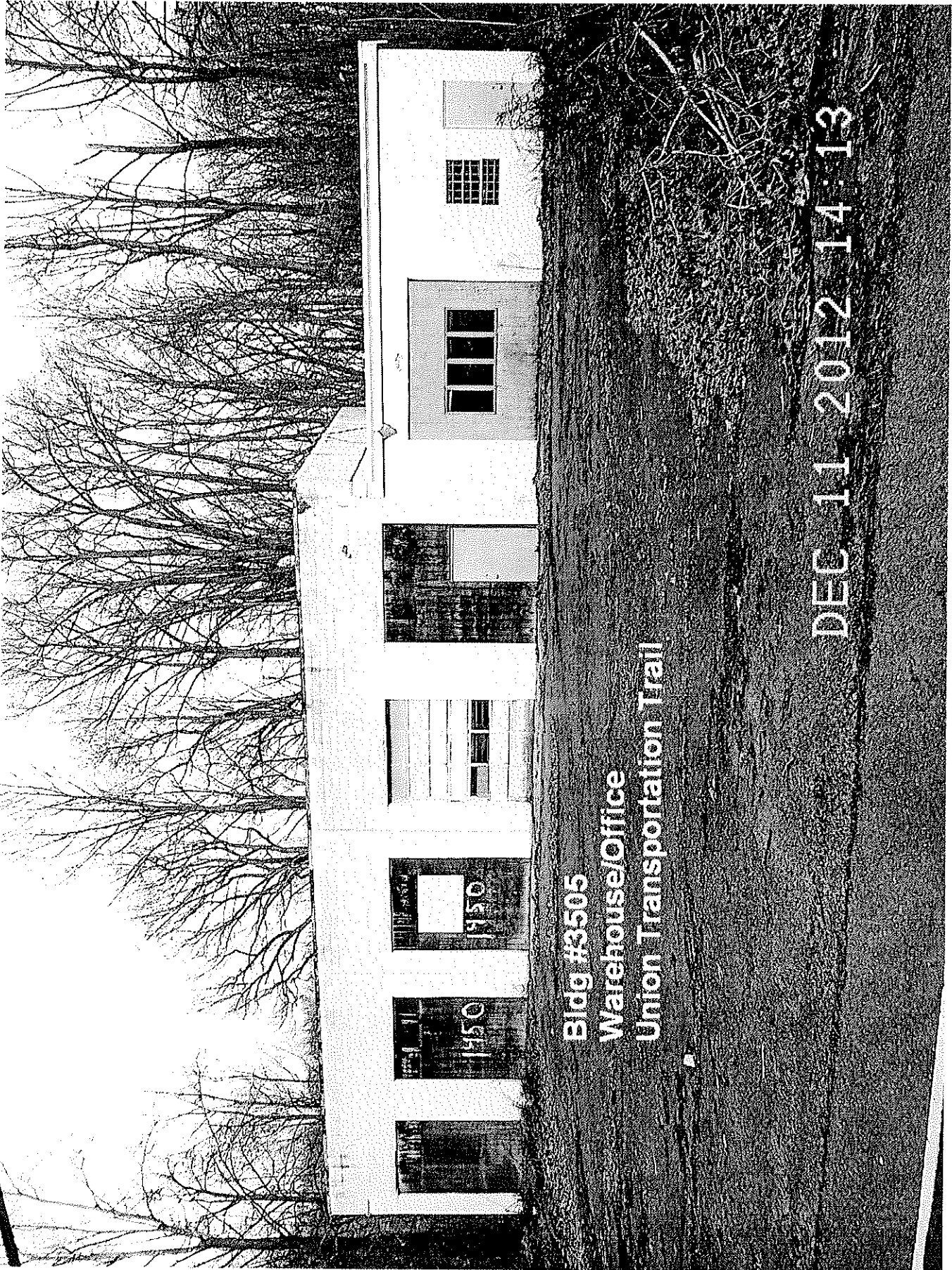
**Bldg #2311  
Residence  
Manasquan Reservoir**



# BUILDING SUMMARY REPORT

<b>BUILDING #:</b> 3505	(Lipay)
<b>AREA:</b>	450
<b>ADDRESS:</b>	274 Rt. 539, Upper Freehold Township, NJ 08514
<b>BLOCK/LOT:</b>	28/7.03
<b>TYPE:</b>	Office/Warehouse
<b>AGE:</b>	63 years
<b>NUMBER OF ROOMS:</b>	4 office rooms, 1 large open warehouse area
<b>FOUNDATION:</b>	Concrete footings
<b>BASEMENT:</b>	No
<b>EXTERIOR WALLS:</b>	Concrete block, stucco, T-111
<b>WINDOWS:</b>	Vinyl-clad casement, metal frame awning
<b>HEAT:</b>	Oil-fired, forced hot air
<b>FLOORS:</b>	Concrete slab, linoleum, carpet
<b>WALLS:</b>	Paneling, concrete block
<b>BATH:</b>	Yes
<b>KITCHEN:</b>	No
<b>ROOF:</b>	Flat – tar and rubber membrane
<b>ATTIC:</b>	No
<b>ASBESTOS:</b>	Upper roof – flashing; window glazing; entrance lobby – mastic under linoleum
<b>WELL:</b>	Well sealed by others
<b>SEPTIC:</b>	Located north of the building, behind the warehouse
<b>UST:</b>	AST behind offices
<b>OTHER:</b>	Included in the contract: approximately 55’ of chain link fence in the front, along the road; all of the asphalt driveway; mixed debris around the building: wood beam, concrete blocks, buckets; mixed debris inside the building; concrete culvert and debris piles in the woods behind the building: glass, brick, metal pipe, concrete, wire





**Bldg #3505  
Warehouse/Office  
Union Transportation Trail**

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# BUILDING SUMMARY REPORT

<b>BUILDING #:</b> 3701	Dellapietra
<b>AREA:</b>	452
<b>ADDRESS:</b>	371 Swimming River Road, Tinton Falls, NJ 07724
<b>BLOCK/LOT:</b>	60.01/2.01
<b>TYPE:</b>	Residence
<b>AGE:</b>	68 years
<b>NUMBER OF ROOMS:</b>	5
<b>FOUNDATION:</b>	Cinder block
<b>BASEMENT:</b>	Shallow basement
<b>EXTERIOR WALLS:</b>	Wood shingles, brick, cinder block, aluminum siding
<b>WINDOWS:</b>	Wood, double hung
<b>HEAT:</b>	Oil-fired, forced hot air
<b>FLOORS:</b>	Carpet, tongue & groove oak
<b>WALLS:</b>	Drywall, paneling
<b>BATH:</b>	1
<b>KITCHEN:</b>	Yes
<b>ROOF:</b>	Strip shingles, roll roofing
<b>ATTIC:</b>	Limited storage
<b>ASBESTOS:</b>	Kitchen – linoleum
<b>WELL:</b>	Well sealed by others
<b>SEPTIC:</b>	Yes, off the back left corner of the house
<b>UST:</b>	Yes, inside the basement, buried in sand and gravel
<b>OTHER:</b>	Included in the contract: all grave stones in the driveway and walkways; 175' low retaining wall along the driveway; all block, stone & concrete debris on the west side embankment and any debris that is in the creek bed or marsh area; well house in the front yard; front, side & back patios; concrete & wood driveway curbs; pool, pool patio, fencing & storage shed; steps up to paddock area; front lamp post, bench and stone & pipe railing; all mixed debris around house and pool; hunting blind, bench & debris below the pool, near the creek; dock & abandoned bridge in marsh area
<b>FACTS:</b>	Block retaining wall on the right side & behind the house is to remain; The west side embankment is to be covered with an erosion control blanket after clean up and seeding; Gravel in driveway is to remain

# BUILDING SUMMARY REPORT

BUILDING #: <b>3702</b>	Dellapietra
AREA:	452
ADDRESS:	371 Swimming River Road, Tinton Falls, NJ 07724
BLOCK/LOT:	60.01/2.01
TYPE:	Shed (built into the side of the hill next to the driveway)
AGE:	60 years
NUMBER OF ROOMS:	1
FOUNDATION:	Concrete block
BASEMENT:	No
EXTERIOR WALLS:	Plywood
WINDOWS:	No
HEAT:	No
FLOORS:	Concrete slab
WALLS:	Concrete block
BATH:	No
KITCHEN:	No
ROOF:	Sheet metal, corrugated metal
ATTIC:	No
ASBESTOS:	No asbestos containing materials identified
WELL:	No
SEPTIC:	No
UST:	No
OTHER:	Included in the contract: all mixed debris in and around shed;
	site is to be restored to match the contour of the existing
	hillside

# BUILDING SUMMARY REPORT

BUILDING #: <b>3703</b>	Dellapietra
AREA:	452
ADDRESS:	371 Swimming River Road, Tinton Falls, NJ 07724
BLOCK/LOT:	60.01/2.01
TYPE:	2 Room Storage Shed( in the paddock area, up on the hill)
AGE:	60 years
NUMBER OF ROOMS:	2
FOUNDATION:	No
BASEMENT:	No
EXTERIOR WALLS:	Clapboard siding, plywood
WINDOWS:	Wooden, fixed
HEAT:	No
FLOORS:	Dirt
WALLS:	Plywood
BATH:	No
KITCHEN:	No
ROOF:	Roll roofing
ATTIC:	No
ASBESTOS:	No asbestos containing materials identified
WELL:	No
SEPTIC:	No
UST:	No
OTHER:	Included in the contract: all mixed debris in and around the shed – wood, concrete, plastic, barrels, glass;
FACT:	There is a booster pump and tank in a small shed on the side of the building, used to bring water up from the house.

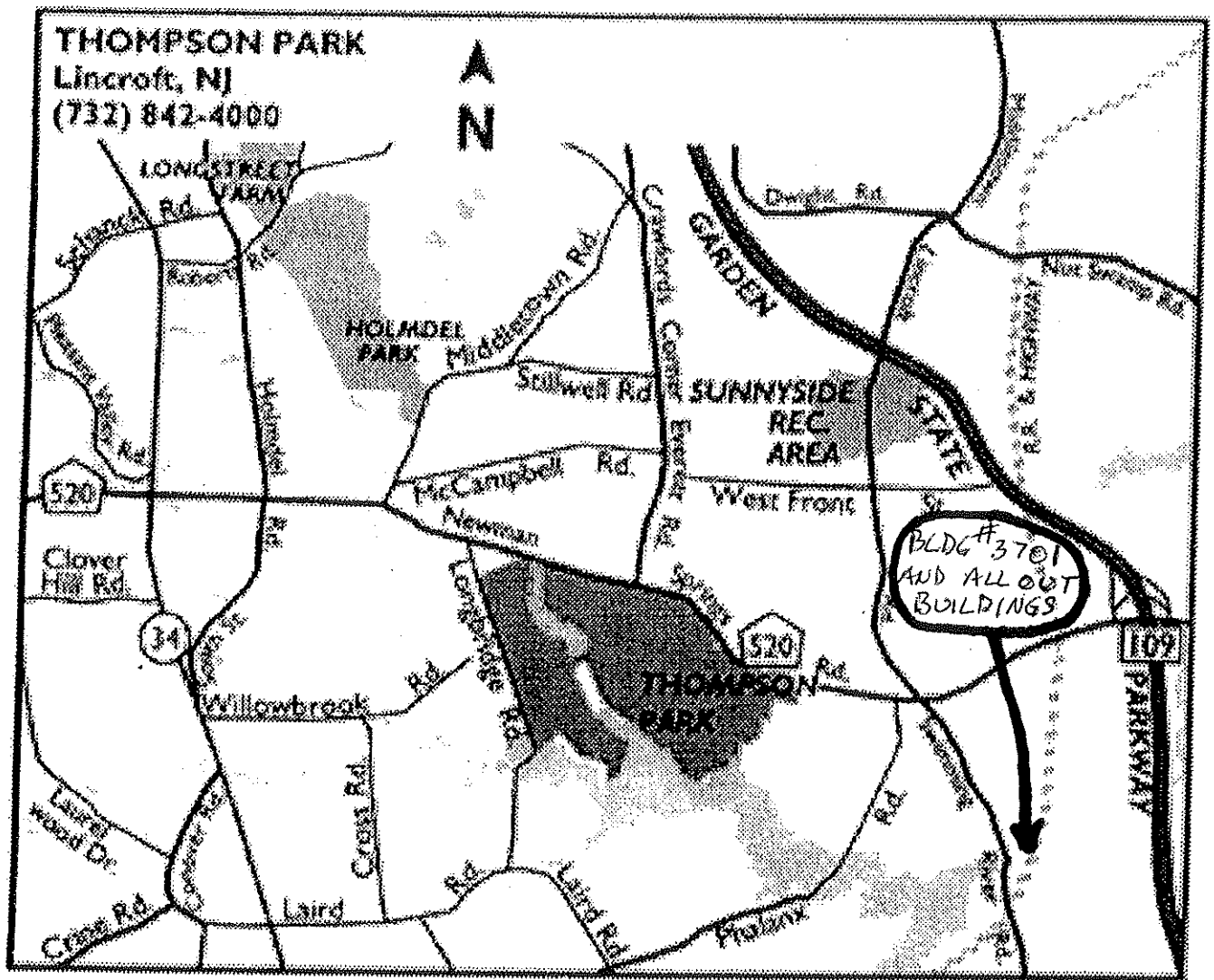
# BUILDING SUMMARY REPORT

BUILDING #: <b>3704</b>	Dellapietra
AREA:	452
ADDRESS:	371 Swimming River Road, Tinton Falls, NJ 07724
BLOCK/LOT:	60.01/2.01
TYPE:	2 Stall Horse Shed (in the paddock area, up on the hill)
AGE:	60 years
NUMBER OF ROOMS:	2
FOUNDATION:	Concrete block
BASEMENT:	No
EXTERIOR WALLS:	Plywood
WINDOWS:	No
HEAT:	No
FLOORS:	Wood, dirt
WALLS:	Plywood
BATH:	No
KITCHEN:	No
ROOF:	Strip shingles
ATTIC:	No
ASBESTOS:	No asbestos containing materials identified
WELL:	No
SEPTIC:	No
UST:	No
OTHER:	Included in the contract: all mixed debris in and around the building



# BUILDING SUMMARY REPORT

BUILDING #: <b>3706</b>	Dellapietra
AREA:	452
ADDRESS:	371 Swimming River Road, Tinton Falls, NJ 07724
BLOCK/LOT:	60.01/2.01
TYPE:	Small Storage Shed (in the paddock area, up on the hill)
AGE:	50 years
NUMBER OF ROOMS:	1
FOUNDATION:	No
BASEMENT:	No
EXTERIOR WALLS:	T-111, composite chip board plywood, wood planks
WINDOWS:	No
HEAT:	No
FLOORS:	Dirt
WALLS:	2x4 framing
BATH:	No
KITCHEN:	No
ROOF:	Strip shingles
ATTIC:	No
ASBESTOS:	No asbestos containing materials identified
WELL:	No
SEPTIC:	No
UST:	No
OTHER:	Included in the contract: All mixed debris in and around the building; all paddock fencing; two small storage sheds on the opposite side of the paddock, and all mixed debris in and around these two buildings



## Swimming River Greenway

**Bldg #3701 – Residence**

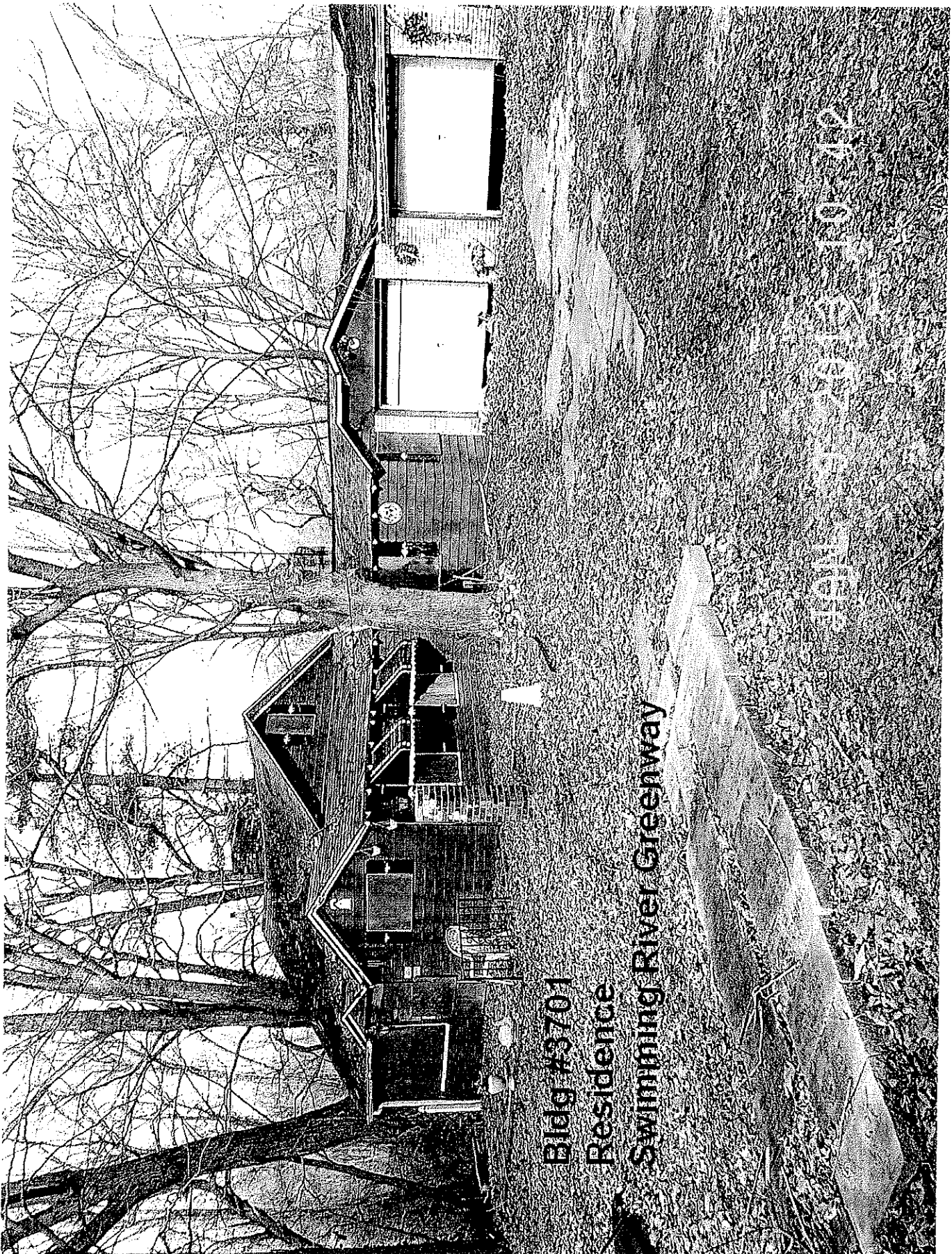
**Bldg #3702 – Hillside Shed**

**Bldg #3703 – 2-Room Storage Shed**

**Bldg #3704 – 2-Stall Horse Shed**

**Bldg #3705 – 2-Stall Horse Shed**

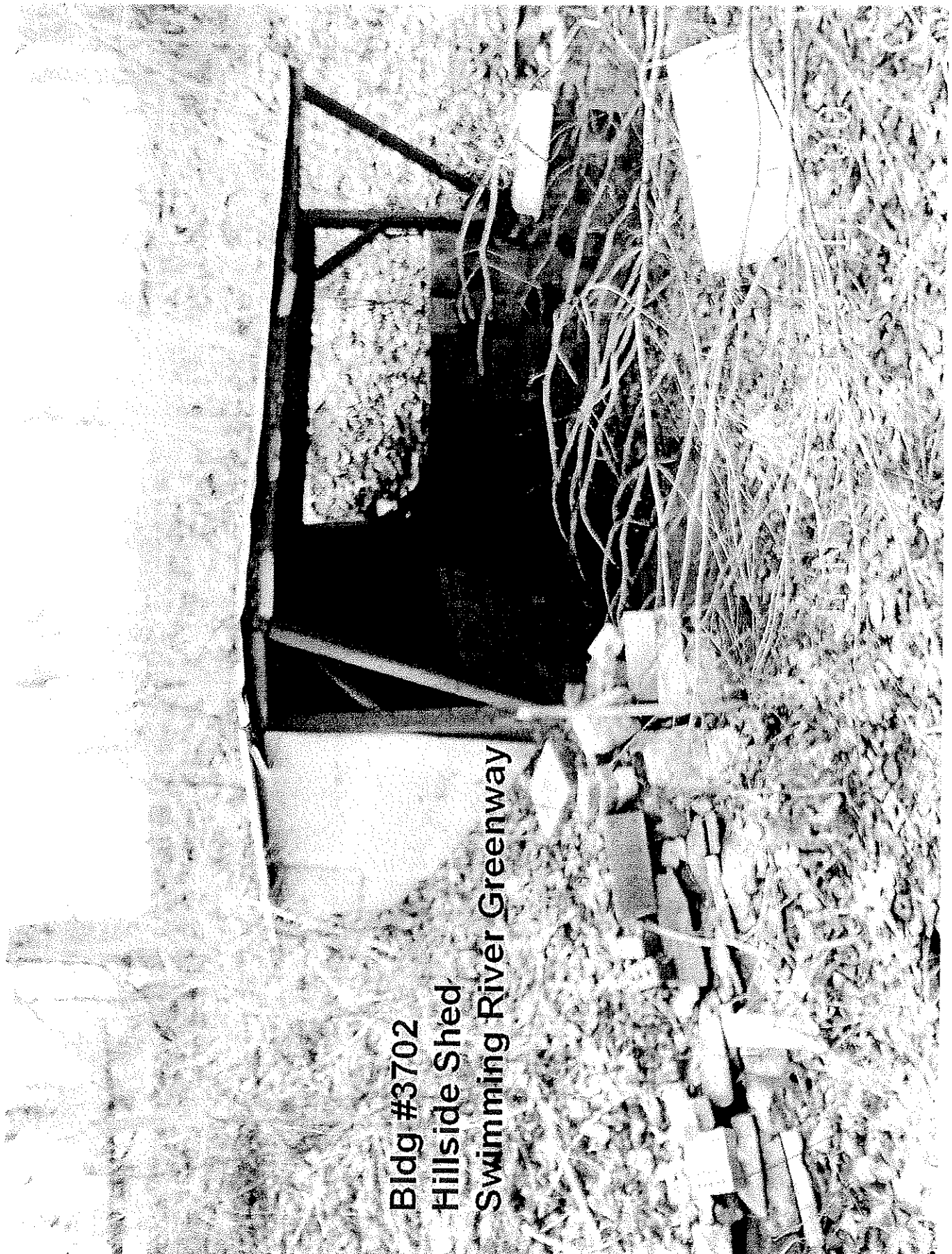
**Bldg #3706 – Small Storage Shed**

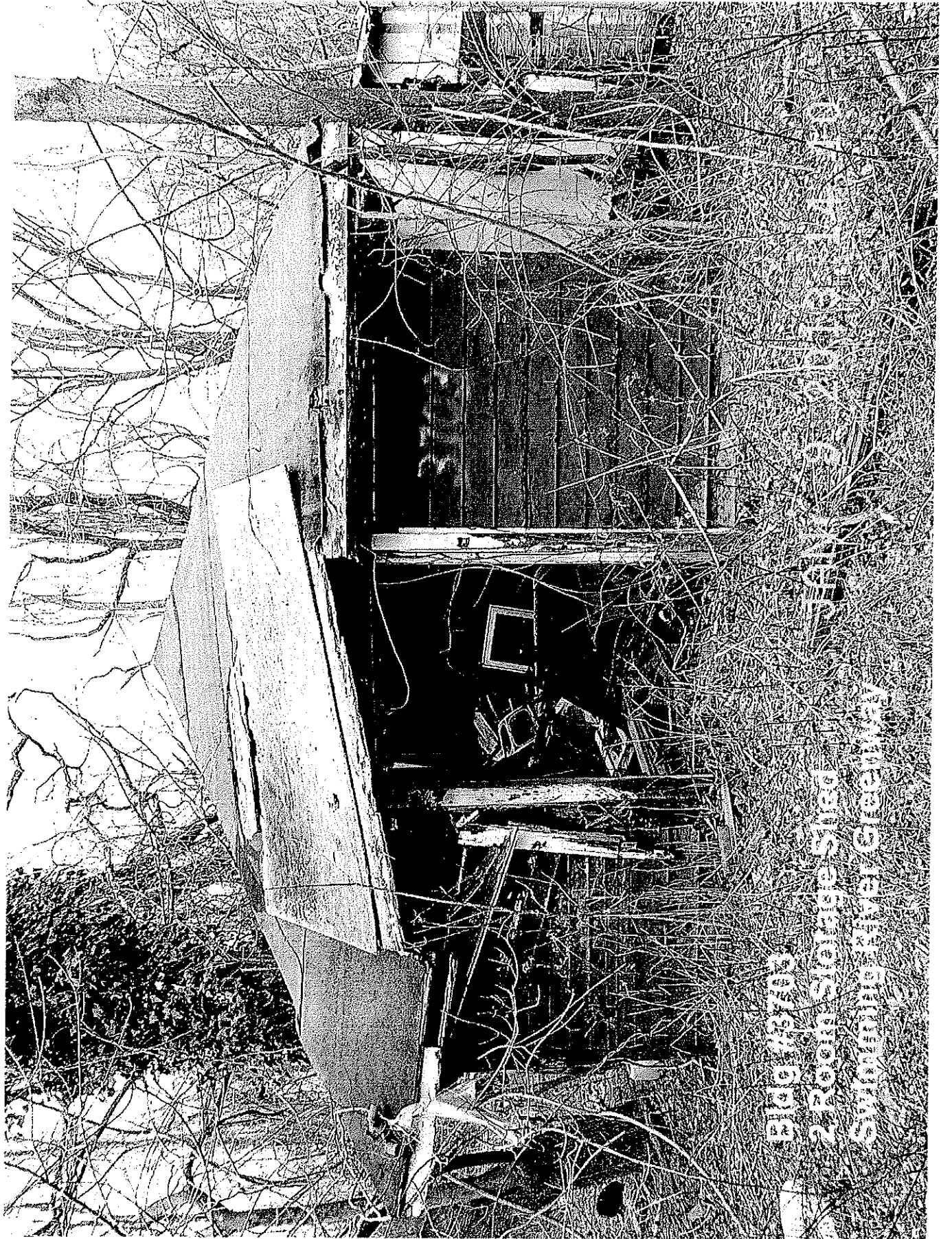


Bldg #3701  
Residence  
Swimming River Greenway

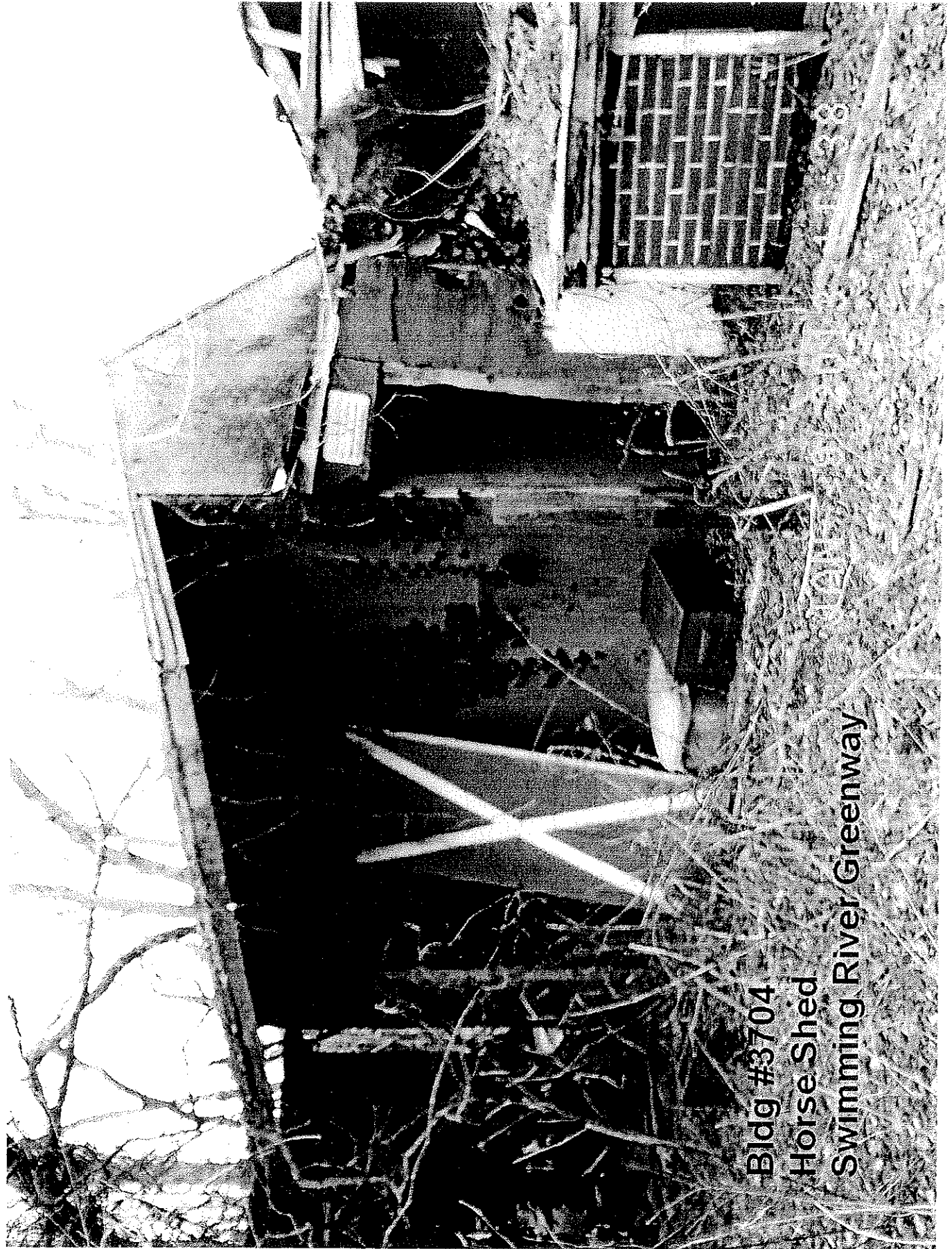
PHOTO

Bldg #3702  
Hillside Shed  
Swimming River Greenway





Highway 2  
Strombergstraße  
Garmisch-Partenkirchen

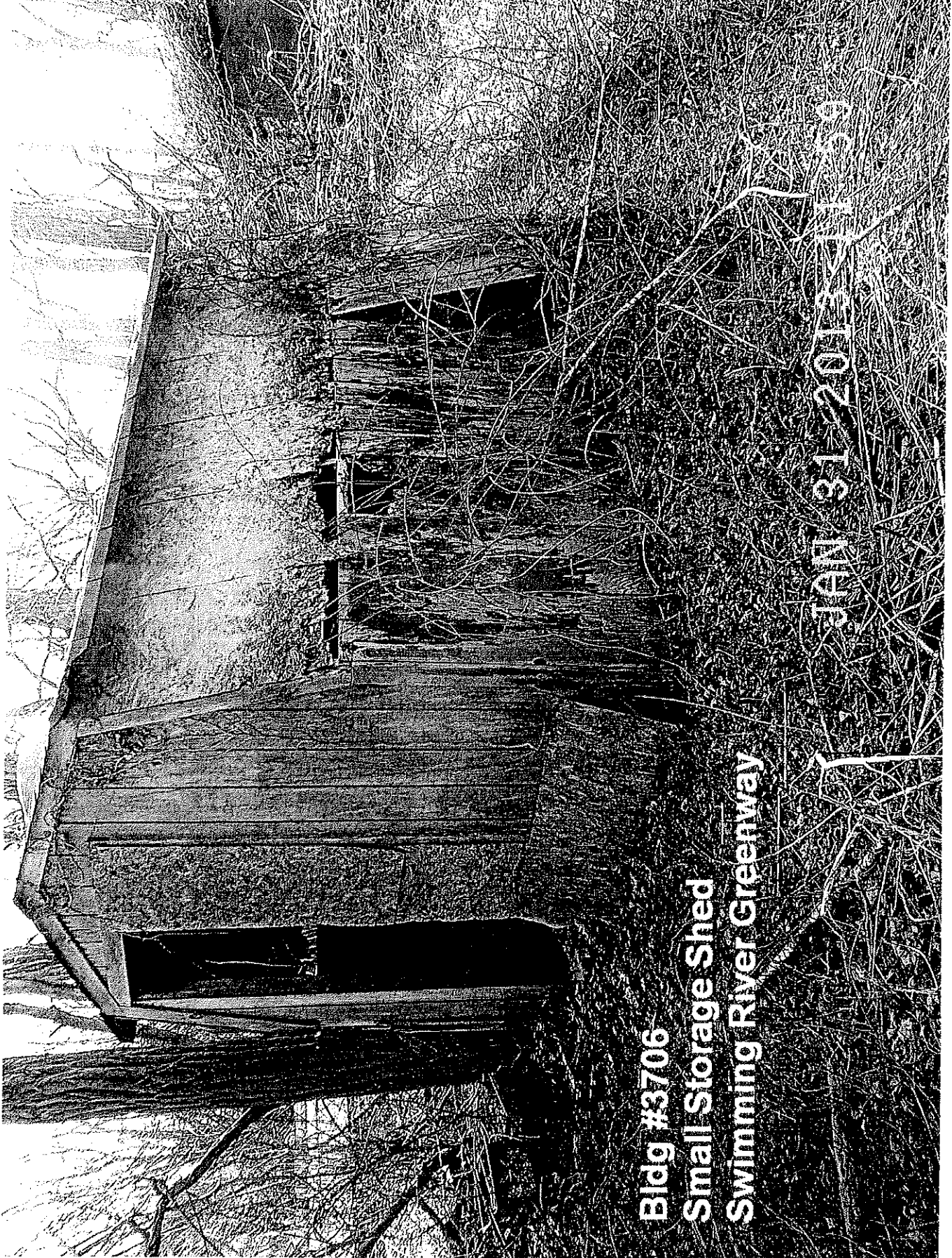


Bldg #3704  
Horse Shed  
Swimming River Greenway

38

Bldg #3705  
Horse Shed  
Swimming River Greenway





**Bldg #3706  
Small Storage Shed  
Swimming River Greenway**

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**TABLE 1.1 SUMMARY OF HOMOGENEOUS MATERIALS, BULK  
SAMPLE LOCATIONS & ANALYTICAL RESULTS**

Name of Inspector: Michael Hoodak, AHERA # 26151  
 Property Name: Private Residence  
 Property Address: 9 Imlaystown Road, Upper Freehold Township, NJ 08514

Field Dates: 3/4/13  
 Briggs Project No.: 13032  
 Bldg. No.: 1621, 1622, 1623

HSA#	Material Description	Sample Location	Sample No.	PLM Results	TEM Results	ACM? YES/NO
01-1621 <sup>1</sup>	Linoleum - white	Main Kitchen	1621-1	ND	ND	No
			1621-2 <sup>1</sup>	ND		
			1621-3 <sup>1</sup>	ND		
01-1621 <sup>2</sup>	Mastic under white linoleum - brown	Main Kitchen	1621-2 <sup>2</sup>	ND		No
			1621-3 <sup>2</sup>	ND		
02-1621 <sup>1</sup>	Linoleum - tan	Small Kitchen	1621-4 <sup>1</sup>	ND	ND	No
			1621-5 <sup>1</sup>	ND		
			1621-6 <sup>1</sup>	ND		
02-1621 <sup>2</sup>	Mastic under tan linoleum - tan	Small Kitchen	1621-4 <sup>2</sup>	ND	ND	No
			1621-5 <sup>2</sup>	ND		
			1621-6 <sup>2</sup>	ND		
03-1621 <sup>1</sup>	Linoleum - off-white	Apartment Bathroom	1621-7 <sup>1</sup>	ND	ND	No
			1621-8 <sup>1</sup>	ND		
			1621-9 <sup>1</sup>	ND		
03-1621 <sup>2</sup>	Mastic under off-white linoleum - yellow	Apartment Bathroom	1621-7 <sup>2</sup>	ND	ND	No
			1621-8 <sup>2</sup>	ND		
			1621-9 <sup>2</sup>	ND		
04-1621	Linoleum - light brown	Hallway Closet	1621-10	35% Chrys		YES
			1621-11	NA		
			1621-12	NA		
05-1621	Sheetrock	Throughout	1621-13	ND		No
			1621-14	ND		
			1621-15	ND		
06-1621	Popcorn ceiling	Throughout	1621-16	ND		No
			1621-17	ND		
			1621-18	ND		
07-1621	Roof shingles	Roof	1621-19	ND	ND	No
			1621-20	ND		
			1621-21	ND		
07-1622	Roof shingles	Garage Roof	1622-1	ND	Trace	No
			1622-2	ND		
			1622-3	ND		

**TABLE NOTES:**

- (a) All analysis performed at IATL, 9000 Commerce Parkway, Mt. Laurel, NJ  
NIST-NVLAP No. 101165-0; NY-DOH No. 11021; AIHA Lab No. 100188
- (b) HSA # is specific to each building
- (c) Ch = Chrysotile, Am = Amosite, Cr = Crocidolite, An = Anthophyllite, Ac = Actinolite, Tr = Tremolite

- (d) ND = None Detected
- (e) NA = Sample Not Analyzed
- (f) OSHA ACM - ≥1% Asbestos Result
- (g) Trace Result - Not ACM
- (h) 01-1621<sup>1</sup> = Layer 1



**TABLE 1.1 SUMMARY OF HOMOGENEOUS MATERIALS, BULK  
SAMPLE LOCATIONS & ANALYTICAL RESULTS**

Name of Inspector: Michael Hoodak, AHERA # 26151  
 Property Name: Private Residence  
 Property Address: 575 Old Tavern Road, Howell, NJ 07731

Field Dates: 3/4/13  
 Briggs Project No.: 13032

Bldg. No.: 2311

HSA#	Material Description	Sample Location	Sample No.	PLM Results	TEM Results	ACM? YES / NO
01-2311	Linoleum - brown	Dining Room	2311-1	ND	ND	No
			2311-2	ND		
			2311-3	ND		
02-2311 <sup>1</sup>	9"x9" vinyl floor tile - blue	Kitchen	2311-4 <sup>1</sup>	ND	ND	No
			2311-5 <sup>1</sup>	ND		
			2311-6 <sup>1</sup>	ND		
02-2311 <sup>2</sup>	Mastic under 9"x9" blue VFT - black	Kitchen	2311-4 <sup>2</sup>	Trace	Trace	No
			2311-5 <sup>2</sup>	Trace		
			2311-6 <sup>2</sup>	Trace		
03-2311	Linoleum - white	Bathroom	2311-7	ND	Trace	No
			2311-8	ND		
			2311-9	ND		
04-2311 <sup>1</sup>	12"x12" vinyl floor tile - white, bottom layer	Bathroom	2311-10 <sup>1</sup>	2.6% Chrys		Yes
			2311-11	NA		
			2311-12	NA		
04-2311 <sup>2</sup>	Mastic under 12"x12" white VFT - clear	Bathroom	2311-10 <sup>2</sup>	ND	Trace	No
05-2311	Linoleum - wood pattern	Bedroom	2311-13	ND	ND	No
			2311-14	ND		
			2311-15	ND		
06-2311 <sup>1</sup>	Sheetrock	Throughout	2311-16	ND		No
			2311-17 <sup>1</sup>	ND		
			2311-18	ND		
06-2311 <sup>2</sup>	Joint compound - white	Throughout	2311-17 <sup>2</sup>	ND		No
07-2311	Linoleum - dark brown	Small Bedroom	2311-19	ND	Trace	No
			2311-20	ND		
			2311-21	ND		
08-2311	Roof shingles	Roof	2311-22	ND	ND	No
			2311-23	ND		
			2311-24	ND		
09-2311	Transite siding	Exterior	Assumed	POS		YES

**TABLE NOTES:**

- (a) All analysis performed at IATL, 9000 Commerce Parkway, Mt. Laurel, NJ  
NIST-NVLAP No. 101165-0; NY-DOH No. 11021; AIHA Lab No. 100188
- (b) HSA # is specific to each building
- (c) Ch = Chrysotile, Am = Amosite, Cr = Crocidolite, An = Anthophyllite, Ac = Actinolite, Tr = Tremolite

- (d) ND = None Detected
- (e) NA = Sample Not Analyzed
- (f) OSHA ACM - > 1% Asbestos Result
- (g) Trace Result - Not ACM
- (h) 01-2311<sup>1</sup> = Layer 1



**TABLE 1.1 SUMMARY OF HOMOGENEOUS MATERIALS, BULK  
SAMPLE LOCATIONS & ANALYTICAL RESULTS**

Name of Inspector: Michael Hoodak, AHERA # 26151  
 Property Name: Private Residence  
 Property Address: 274 Rt. 539, Upper Freehold Township, NJ 08514

Field Dates: 3/11/13  
 Briggs Project No.: 13032

Bldg. No.: 3505

HSA#	Material Description	Sample Location	Sample No.	PLM Results	TEM Results	ACM? YES / NO
01-3505 <sup>1</sup>	Roofing material - black	Lower Roof	3505-1 <sup>1</sup>	ND	Trace	No
			3505-2 <sup>1</sup>	ND		
			3505-3 <sup>1</sup>	ND		
01-3505 <sup>2</sup>	Roofing material - black	Lower Roof	3505-1 <sup>2</sup>	ND	ND	
			3505-2 <sup>2</sup>	ND		
			3505-3 <sup>2</sup>	ND		
02-3505 <sup>1</sup>	Roof shingles	Upper Roof	3505-4 <sup>1</sup>	ND	ND	No
			3505-5 <sup>1</sup>	ND		
			3505-6 <sup>1</sup>	ND		
02-3505 <sup>2</sup>	Roofing material - black	Upper Roof	3505-4 <sup>2</sup>	ND	Trace	No
			3505-5 <sup>2</sup>	ND		
			3505-6 <sup>2</sup>	ND		
02-3505 <sup>3</sup>	Roofing material - black	Upper Roof	3505-5 <sup>3</sup>	ND		No
			3505-6 <sup>3</sup>	ND		
02-3505 <sup>4</sup>	Roof tar - black	Upper Roof	3505-5 <sup>4</sup>	ND		No
			3505-6 <sup>4</sup>	ND		
03-3505	Roof flashing	Upper Roof	3505-7	2.7% Chrys		YES
			3505-8	NA		
			3505-9	NA		
04-3505	Window caulking	Exterior	3505-10	ND	Trace	YES
			3505-11	1.4% Chrys		
			3505-12	NA		
05-3505 <sup>1</sup>	Linoleum - yellow	Entrance Lobby	3505-13 <sup>1</sup>	ND		No
			3505-14	ND		
			3505-15	ND		
05-3505 <sup>2</sup>	Mastic under yellow linoleum flooring - black	Entrance Lobby	3505-13 <sup>2</sup>	3.5% Chrys		YES
06-3505	Linoleum - white	Bathroom	3505-16	ND	Trace	No
			3505-17	ND		
			3505-18	ND		
07-3505	Ceiling tile	Main Office	3505-19	ND		No

**TABLE NOTES:**

- (a) All analysis performed at IATL, 9000 Commerce Parkway, Mt. Laurel, NJ  
NIST-NVLAP No. 101165-0; NY-DOH No. 11021; AIHA Lab No. 100188
- (b) HSA # is specific to each building
- (c) Ch = Chrysotile, Am = Amosite, Cr = Crocidolite, An = Anthophyllite, Ac = Actinolite, Tr = Tremolite

- (d) ND = None Detected
- (e) NA = Sample Not Analyzed
- (f) OSHA ACM - ≥ 1% Asbestos Result
- (g) Trace Result - Not ACM
- (h) 01-3505<sup>1</sup> = Layer 1



**TABLE 1.1 SUMMARY OF HOMOGENEOUS MATERIALS, BULK  
SAMPLE LOCATIONS & ANALYTICAL RESULTS**

Name of Inspector: Michael Hoodak, AHERA # 26151  
 Property Name: Private Residence  
 Property Address: 371 Swimming River Road, Tinton Falls, NJ 07724

Field Dates: 3/4/13  
 Briggs Project No.: 13032  
 Bldg. No.: 3701, 3702, 3703, 3704, 3705, 3706

HSA#	Material Description	Sample Location	Sample No.	PLM Results	TEM Results	ACM? YES / NO
01-3701	Sheetrock	Throughout	3701-1	ND		No
			3701-2	ND		
			3701-3	ND		
02-3701	Linoleum	Kitchen	3701-4	10% Chrys		Yes
			3701-5	NA		
			3701-6	NA		
03-3701 <sup>1</sup>	12"x12" vinyl floor tile - tan	Kitchen	3701-7 <sup>1</sup>	ND	ND	No
			3701-8 <sup>1</sup>	ND		
			3701-9 <sup>1</sup>	ND		
03-3701 <sup>2</sup>	Mastic under 12"x12" tan VFT - black	Kitchen	3701-7 <sup>2</sup>	ND		No
			3701-8 <sup>2</sup>	ND		
			3701-9 <sup>2</sup>	ND		
03-3701 <sup>3</sup>	Tar paper under 12"x12" tan VFT - black	Kitchen	3701-8 <sup>3</sup>	ND		No
04-3701	Roof shingles	Roof	3701-10	ND	ND	No
			3701-11	ND		
			3701-12	ND		
05-3701 <sup>1</sup>	Roof shingles	Shed	3701-13 <sup>1</sup>	ND	ND	No
			3701-14 <sup>2</sup>	ND		
			3701-15 <sup>2</sup>	ND		
05-3701 <sup>2</sup>	Tar paper under shingles - black	Shed	3701-13 <sup>2</sup>	ND	Trace	No
			3701-14 <sup>2</sup>	ND		
			3701-15 <sup>2</sup>	ND		
06-3701	Duct cloth wrap	Basement	3701-16	ND	ND	No
			3701-17	ND		
			3701-18	ND		
01-3703	Roof shingles	Roof	3703-1	ND	ND	No
			3703-2	ND		
			3703-3	ND		
01-3704/5	Roof shingles	Roof	3704-1	ND	Trace	No
			3704-2	ND		
			3704-3	ND		

**TABLE NOTES:**

- (a) All analysis performed at IATL, 9000 Commerce Parkway, Mt. Laurel, NJ  
NIST-NVLAP No. 101165-0; NY-DOH No. 11021; AIHA Lab No. 100188
- (b) HSA # is specific to each building
- (c) Ch = Chrysotile, Am = Amosite, Cr = Crocidolite, An = Anthophyllite, Ac = Actinolite, Tr = Tremolite

- (d) ND = None Detected
- (e) NA = Sample Not Analyzed
- (f) OSHA ACM - ≥1% Asbestos Result
- (g) Trace Result - Not ACM
- (h) 01-3701<sup>1</sup> = Layer 1



## TABLE 2.1 ASBESTOS CONTAINING MATERIALS INVENTORY / ASSESSMENT

Name of Inspector: Michael Hoodak, AHERA # 26151

Property Name: Monmouth County Parks - various properties

Field Dates: 3/4/13; 3/11/13

Briggs Project No.: 13032

Bldg #	Room Description	HSA #	Material Description	Quantity Estimate	Type of ACM	Material Category	ACM Assessment			Notes
							Friability	Condition	Amount of Damage	
140	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
141	Kitchen	06-141	Linoleum flooring - brown/white	135 sf	50% Ch	Misc	NFI	Good	0 sf	5
1621	Hallway Closet	04-1621	Linoleum flooring - light brown	25 sf	35% Ch	Misc	NF1	Good	0 sf	5
1622	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
1623	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
2311	Bathroom	04-2311	12"x12" vinyl floor tile - white	30 sf	2.6% Ch	Misc	NFI	Good	0 sf	5
	Exterior	09-2311	Transite siding	1,500 sf	Assumed	Misc	NF2	Good	0 sf	5
	Upper Roof	03-3505	Roof flashing	150 sf	2.7% Ch	Misc	NF2	Good	0 sf	5
3505	Exterior	04-3505	Window caulking	35 lf	1.45% Ch	Misc	NF1	Good	0 sf	5
	Entrance Lobby	05-3505	Mastic under linoleum flooring - black	150 sf	3.5% Ch	Misc	NF1	Good	0 sf	5
3701	Kitchen	02-3701	Linoleum - brown	150 sf	10% Ch	Misc	NF1	Good	0 sf	5
3702	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
3703	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
3704	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
3705	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									
3706	NO ASBESTOS CONTAINING MATERIALS IDENTIFIED									

**TABLE KEY:**

- (a) HSA # is specific to each building
- (b) sf = square feet; lf = linear feet; ea = each
- (c) Ch = Chrysotile; Am = Amosite; Cr = Crocidolite; An = Anthophyllite; Ac = Actinolite
- (d) TSI = Thermal Systems insulation; Misc = Miscellaneous

- (e) F = Friable; NF I = Non-Friable Category I; NF II = Non-Friable Category II
- (f) Good = No Damage; D = Damaged =  $\geq 10\%$  Damage; SD = Significantly Damaged =  $\geq 25\%$  Damage
- (g) Potential for Disturbance / Human Exposure - Low, Mod = Moderate, High
- (h) Response Action - 1 = lowest priority; 5 = highest priority (abatement)