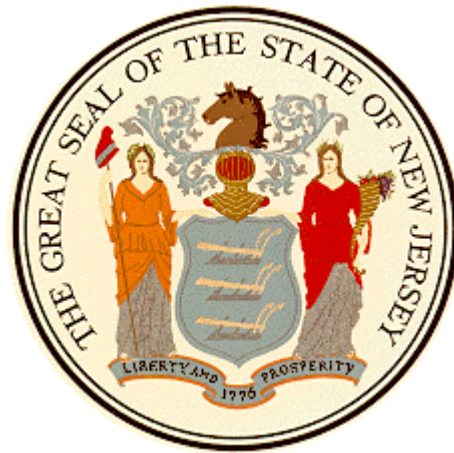


SPECIFICATION

**NJDOT Clinton Maintenance Yard
Asbestos Abatement & Disposal
And
Lead Based Paint Stabilization & Removal**
84 Beaver Avenue
Clinton, NJ 08809

STATE OF NEW JERSEY
Honorable Chris Christie, Governor
Honorable Kim Guadagno, Lt. Governor

DEPARTMENT OF TRANSPORTATION
Richard T. Hammer, Commissioner



Date: May 18, 2016

NJDOT Project Reference Number: F17-130214

Project: NJDOT Clinton Maintenance Yard – Asbestos Abatement & Disposal and Lead Based Paint Stabilization and Removal

Project Site: Clinton Maintenance Facility
84 Beaver Avenue
Clinton, NJ 08809

Important Dates:

- **Mandatory Site Visit: Thursday, March 9, 2017 @ 10:00AM**
- **Question Cut-Off: Tuesday, March 14, 2017 @ 10:00 AM**
- **Answers to Bid Questions:** Bidders are encouraged to monitor the website daily for updates, changes and responses to questions through the submission due date.
- **Bid Opening: Tuesday, March 21, 2017 @ 10:00 AM**

Procurement Contact: **Robert McNeil 609-530-5301**
dot-ems_bid.procurment@dot.nj.gov

Project Manager: **James Henry (609) 530-3678**

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GENERAL CONDITIONS

1. DEFINITIONS

- A. The Contracting Agency for this project will be the New Jersey Department of Transportation (NJDOT). All matters dealing with this contract and payment should be directed to Project Manager (James Henry) at 609-530-3678
- B. The Owner for this project will be the State of New Jersey, Department of Transportation.
- C. The Using Agency Representative will also be Randy Stout.. For purposes of this contract, he will act as the Owner's project coordinator and inspector. He shall judge the quantity, quality, fitness and acceptability of all parts of the work. All work shall be coordinated with the Using Agency.

2. SUBMITTALS

The following documents and/or materials are required and must be submitted by the Contractor during the noted project periods:

A. Bid Response Period:

Informal Bid Proposal Form, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

B. Pre-Construction Period:

Business Registration Certificate from the Division of Revenue identified within these specifications under Instructions to Bidders, Item 1F, Page IB-1 and specified under General Conditions, Item 14, Page GC-5.

Insurance Certificate identified within these specifications under Instructions to Bidders, Item 1, Page IB-1 and specified under General Conditions, Item 3, Page GC-2.

C. Construction Period:

If stipulated, provide selection samples, record samples, shop drawings, diagrams, schedules, lists, illustrations, performance charts, catalog cuts, progress payments, and brochures.

D. Close-Out Period:

Letter of Guarantee guaranteeing the quality and workmanship for a period of one

year from date of final acceptance of the project.

Manufacturer's guarantees and warranties.

3. INSURANCE REQUIREMENTS

A. The Contractor shall submit insurance certificates in the following minimum coverages:

1. **Workman's Compensation** - \$250,000

2. **Comprehensive Liability**

a. Bodily Injury - \$1,000,000 each occurrence.

b. Property Damage - \$1,000,000 each occurrence.

3. **Vehicle Liability**

a. Bodily Injury - \$1,000,000 each occurrence.

b. Property Damage - \$500,000 each occurrence.

4. USE OF PREMISES

A. The Contractor shall coordinate requirements for available utilities/facilities with the NJDOT Project Manager and the Local Facility Manager.

B. The Contractor shall confine his apparatus, the storage of materials and equipment, and the operation of his workmen to limits or directions of the Project Manager and the Local Facility Manager, and shall not unreasonably encumber the premises with his materials.

5. PROTECTION AND LIABILITY

A. Protection and security of persons and property during the construction period from loss by theft, vandalism, pilfering, fire, water, wind, etc., shall be provided by the Contractor as the conditions at the site warrant. The Contractor shall be responsible for securing his own plant, equipment, and all materials scheduled for the project.

B. If any direct or indirect damage is done to private or public property by or on account of any act, omission, neglect, or misconduct in the execution of work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal to or better than that existing before the damage was done, or he shall make good the damage in another manner, acceptable to the NJDOT.

6. MATERIALS QUALITY

- A. The Contractor shall furnish materials and equipment which will be efficient, appropriate, and have the capacity to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time frame stipulated. Only new materials and equipment shall be incorporated into the work.

7. SUBSTITUTION

- A. In the event the Contractor should propose a substitution of the specified equipment or materials, it shall be his responsibility to submit proof of equality and data of sufficient detail to enable the NJDOT to identify the particular product, the method of installation, and whatever else is required so a determination can be made as to its conformity to the product specified. The Contractor shall provide and pay for any tests, which may be directed by the NJDOT in order to evaluate such proposed substitution(s). Any material or product, which is not in full conformance with specifications, may be rejected.
- B. The Contractor shall be allowed seven (7) working days from the date of contract award to provide the necessary shop drawing(s), data and samples supporting any proposed substitution(s). Should the Contractor fail to provide the information within this period, the NJDOT shall exercise the option of either: allocating additional time for the information, or denying any further consideration of the substitution(s) whereby the Contractor must provide the equipment or material(s) specified.
- C. Since substitutions are primarily for the financial benefit of the Contractor, a credit change order shall accompany each request for substitution.

8. OTHER CONDITIONS

- A. By submitting a bid, the Bidder warrants that he has familiarized himself with all provisions of the bidding documents and understands their intent and meaning.
- B. The failure or omission of the Bidder to examine forms, instruments, or plan and specification documents, or to visit the site and acquaint himself with conditions there existing, and compute required amounts of labor and materials covering the complete job shall not relieve him from any obligation with respect to his bid.
- C. Any oral interpretation, not documented in writing prior to bid opening or referenced in the bid proposal, shall be considered as privileged information and, as such, not binding upon the NJDOT.

- D. Conditions existing at the time of the inspection will be maintained by the NJDOT as far as practical. The NJDOT assumes no responsibility for actual conditions where work is to occur. Starting of operations will be construed, as evidence that the Contractor has complied with the above requirements, and later claims for difficulties encountered which could have been foreseen will not be recognized.
- E. In order to protect the lives and health of his employees, the Contractor shall comply with all applicable statutes and pertinent provisions of the “Manual of Accident Prevention in Construction,” issued by the Associated General Contractors of America, Inc. He shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage or injury, which may result from his failure or his improper construction, maintenance, or operation.
- F. The Contractor shall defend, protect, indemnify, and save harmless the State of New Jersey from all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the performance of his work under this contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere herein.

9. TIME OF COMPLETION

- A. Work to be completed, inspected and approved within 30 calendar days from the Notice to Proceed.
- B. No activities will be permitted on weekends or holidays unless otherwise approved by the Project Manager and the Local Facility Manager.

10. LIQUIDATED DAMAGES

- A. The Contractor agrees that, from the compensation otherwise to be paid, the NJDOT will assess liquidated damages in the amount of \$250 for each calendar day thereafter that the work included under this contract remains uncompleted as specified under the Time of Completion which sum is agreed upon as the proper proportionate measure of liquidated damages which the NJDOT will sustain per diem, by failure of the Contractor to progress or complete his work under this contract at the time stipulated, and the sum is not to be construed as in any sense a penalty.
- B. The above liquidated damages shall be interpreted as partial reimbursement to the NJDOT resulting from the legal fees and the cost of additional engineering

services, and other expenses of the NJDOT because of non-compliance by original dates, but shall not be considered as including costs of legal fees and the cost of additional services in connection with claims, arbitration, litigation, default or insolvency of the Contractor.

11. TERMINATION FOR CONVENIENCE

- A. The NJDOT may, at any time, terminate the Contract in whole or in any part for the Division's convenience and without cause when the NJDOT in their discretion, views termination in the public interest.
- B. Upon receipt of the Termination for Convenience, the Contractor shall complete only items specified in the order and in accordance with the contract documents.
- C. The Contractor will only be paid for items of work partially or completely finished at either the contract price or mutually agreed price.

12. NEW JERSEY PREVAILING WAGE ACT

- A. The Contractor must comply with the New Jersey Prevailing Wage Act Laws of 1963, Chapter 150, (N.J.S.A. 34:11-56.25 et seq.) and all amendments thereto, and this act is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Property Management and Construction, except those contracts which are not within the contemplation of the act.
- B. The Contractor must submit their certified payroll with their invoice on the PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS form.

13. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

- A. At the time of the bid due date, the bidder and the subcontractors must be registered in accordance with "The Public Works Contractor Registration Act" (N.J.S.A. 34:11-56.48 et seq).
- B. All questions regarding registration should be addressed to:

**Contractor Registration Unit
New Jersey Department of Labor
Division of Wage and Hour Compliance
PO Box 389
Trenton, NJ 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591**

14. In accordance with Public Law 2001, Chapter 134, all contractors and subcontractors providing goods/services to State agencies and authorities are required to provide the contracting agency or authority with proof of registration with the Department of Treasury, Division of Revenue. The basic registration process involves the filing of Form NJ-Reg. which can be filed online at www.state.nj.us/njbgs/services.html or call (609) 292-7077 or (609) 292-1730.

15. The Prime Contractor shall take all necessary and reasonable steps to ensure that Small Business Enterprises (SBE) as defined in N.J.A.C. 17:14-1.2 have the maximum opportunity to compete for and perform contracts.

GOALS FOR THIS CONTRACT

- A. This contract includes a goal of awarding 25 percent of the total contract value to either Prime or Subcontractors that qualify as small businesses with gross revenues of up to one million and small businesses with revenues that do not exceed the annual revenue standards established by the Federal standard at 13 C.F.R. 121.201.

- B. Aspirations shall be made to allocate a portion of the twenty-five (25) percent value in accordance with the following ethnic goals: African American 6.3% and Asian American 4>34%.

- C. Only SBE's properly certified by the date of bid with the Division of Minority & Women Business Development will be considered in determining whether the Contractor has met the Contract goals.

- D. A database of certified SBE firms is available for review from the Division of Minority & Women Business Development (Telephone: 609-292-2146; Website: <http://www.nj.gov/njbusiness/contracting/services>). This database is to be used as source of information only, and does not relieve the Prime Contractor of the responsibility of seeking out other SBE's.

SUBMISSION OF CONTRACTOR'S SBE PLAN

- A. The Prime Contractor who is named the apparent successful bidder shall submit to the NJDOT for approval, no later than 10 State business days after Notification from the New Jersey Dept. of Transportation the following:
 1. SBE Form A - Schedule of SBE Participation. The Prime Contractor shall list all SBE's that will participate in the contract including type of work, actual dollar amount and percent of total Contract to be performed; and ethnicity.

2. SBE Form B - Affidavit of SBE status which is a statement under oath by the SBE that the firm is properly certified as an SBE.
3. Request for Exemption - In the event the Prime Contractor is unable to meet the specified goals, Prime Contractor must submit a written request for an exemption from the goals as defined herein.
4. The name of the Prime Contractor's SBE liaison officer who shall be the person within the Prime Contractor's organization primarily responsible for implementing the Prime Contractor's SBE program.
4. NJDOT in its sole discretion may request additional information from the Prime Contractor prior to award of the contract in order to evaluate the Prime Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by NJDOT.

REASONABLE OUTREACH EFFORTS

- A. The Prime Contractor that fails to meet the goals for small businesses shall document the reasonable outreach efforts it has made to meet the goals. Evidence of “good reach effort includes but is not limited to:
 1. The Firm shall request listings of SBE’s from the Division (609) 292-2146 and/or the Division of Property Management and Construction and attempt to contact same.
 2. The firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of the SBE’s contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
 3. The Firm shall actively solicit and shall provide the Division of Property Management and Construction with proof of solicitations of SBE’s for the provision of Services; including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
 4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBE’s.
 5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
 6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and

local, State, and Federal agencies that provide assistance in the recruitment and placement of SBE's. Furthermore, the Firm shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached to the Informal Bid Proposal Form as SBE Form A and shall complete such other forms as may be required by the Division of Property Management and Construction for State reporting as to participation.

RESPONSIBILITY AFTER CONTRACT AWARD

- A. The Prime Contractor shall advise NJDOT of any change regarding the work to be performed by an SBE whose name was submitted on the SBE Form A for the purpose of meeting the Contract goals.
- B. If an SBE that was to be used by the Prime Contractor to meet one of the goal does not perform the work, the Prime Contractor shall attempt to replace the SBE with a similarly situated SBE. If the Prime Contractor fails to replace the SBE with a similarly situated SBE, it shall document to NJDOT the reasons for such failure and NJDOT may review the Prime Contractor's subcontracting practices to determine if it is engaging in unlawful discrimination.

DOCUMENTATION

- A. NJDOT may at any time require such information as it deems necessary to ascertain the compliance of any Prime Contractor with the terms of these provisions.
- B. The Prime Contractor shall keep such records as are necessary to determine compliance with its SBE obligations. The records kept by the Contractor must contain information that demonstrates:
 - 1. The names of the SBE's contacted for Work on the Contract;
 - 2. The type of work to be done or services to be performed by all SBE contractors on the Contract;
 - 3. The actual dollar amount of work awarded to SBE's;
 - 4. The progress and efforts being made in seeking out and utilizing SBE's. This would include solicitations, quotes, and bids regarding work items, supplies, and leases;
 - 5. Documentation of all correspondence, contacts, and telephone calls, used to obtain the services of SBE's on the Contract.
- C. As required by NJDOT the Prime Contractor shall submit reports pertaining to contracts and business transactions with SBE's.

- D. All such records shall be maintained for a period of three years following final payment and shall be available for inspection by the NJDOT.

SANCTIONS

Failure of the Prime Contractor to carry out the requirements set forth in these General Conditions shall constitute a breach of contract for which NJDOT may terminate the contract or pursue such other remedy as NJDOT deems appropriate. The Prime Contractor shall physically include the provisions set forth in these General Conditions in all contracts.

16. PROCUREMENT REFORM

- A. **PUBLIC LAW 2005, CHAPTER 51 - RESTRICTIONS ON POLITICAL CONTRIBUTIONS** – In accordance with Public Law 2005, Chapter 51, any bidder(s) awarded a contract on or after October 15, 2004, shall be required to submit a Certification and Disclosure of Political Contributions for all Business Entities. The successful contractor will be required to complete the necessary forms.

Public Law 2005, Chapter 51 prohibits State departments, agencies and authorities from entering into a contract that exceeds \$17,500 with an individual or entity that has made a contribution to a political party committee. Public Law 2005, Chapter 51 further requires the disclosure of all contributions to any political organization organized under section 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The successful bidder shall also be required to adhere to all continuing obligations contained in Public Law 2005, Chapter 51 regarding contributions and disclosures as required in Public Law 2005, Chapter 51.

- B. **PUBLIC LAW 2005, Chapter 92** - In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)), all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed. The Source Disclosure Certification is attached to the bid proposal form.
- C. **PUBLIC LAW 2005, Chapter 271** – All bidders submitting a proposal shall be required to complete a Vendor Certification and Political Contribution Disclosure Form for those **projects not required to be publicly advertised**. This form will be attached to the bid proposal form.

PUBLIC LAW 2005, Chapter 92 can be viewed in its entirety at

<http://www.state.nj.us/infobank/circular/eom129.htm>

All pay-to-play Public Laws and documents are posted on the website

<http://www.nj.gov/dca/lgs/p2p>

17. AFFIRMATIVE ACTION

- A. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

SPECIFICATIONS – SCOPE OF WORK

The New Jersey Department of Transportation would like to obtain a quote for the following work to be accomplished at the **NJDOT Clinton Maintenance Yard, 84 Beaver Avenue, Clinton, NJ 08809 Hunterdon County**

Scope of Work to be Accomplished: No later than 30 days after bid is awarded

1. Summary of Work is listed on Pages 9 – 15 in attached Specification from Environmental Connection dated May 18, 2016.

INSTRUCTIONS TO BIDDERS

BID

- A. Bids for the work described herein will be received by the New Jersey Department of Transportation (NJDOT), located at 1035 Parkway Avenue, Finance & Administration Building, via e-mail to the attention of the NJDOT Buyer referenced throughout this solicitation
- B. Bids are to be submitted on **Informal Bid Proposal Form**, herewith provided. Bids not submitted on this form and in accordance with the instructions contained therein shall be considered non-responsive and shall be rejected. Bids submitted without endorsement shall also be considered non-responsive. Facsimile submittals will not be accepted.
- C. Bidders shall submit a lump sum base bid for the entire work described herein. The amount shall be entered on the **Informal Bid Proposal Form**, where the appropriate description has been provided. Bids shall reflect the equipment and/or material(s) specified. Substitution shall only be considered after completion of the bidding process.
- D. Bids must be received by the New Jersey Department of Transportation (NJDOT) before the closing date and time, as stated on the **Informal Bid Proposal Form**.
- E. Public Works Bidders are required to be registered with the Department of Labor, Contractor Registration Unit at the time of the bid due date. This requirement is in accordance with the Public Works Contractor Registration Act.
- F. Bidders shall submit with their **Informal Bid Proposal**, the Small Business Enterprise Form A and Form B as specified in General Conditions.
- G. Bidders shall submit with their **Informal Bid Proposal Form** the Source Disclosure Certification for Public Law 2005, Chapter 92 as specified in General Conditions, and the Vendor Certification and Political Contribution Disclosure Form, Public law 2005, Chapter 271 as specified in General Conditions.
- H. Before contract award, contractor must submit to NJDOT, an insurance certificate as per requirements and business registration certificate from the Division of Revenue as per requirements.

NJDOT Contact Person: James Henry
New Jersey Department of Transportation
Division of Procurement
P.O. Box 600
Trenton, NJ 08625
Email: James.Henry@dot.nj.gov
Office: 609-530-3678

NJDOT Buyer: Robert McNeil Senior Buyer
New Jersey Department of Transportation
Division of Procurement
P.O. Box 600
Trenton, NJ 08625
Email: robert.mcneil@dot.nj.gov
Office: 609-530-5301

IMPORTANT DATES & INFORMATION

General Description of Project:

Abatement and Disposal of Asbestos Containing Materials and the Stabilization and Removal and Lead Based Paint.

Mandatory Site Visit: To view the building, discuss the intent of this project and go over this Scope of Work prior to submitting a written quote, there will be a **Mandatory Site Visit on:**

Thursday, March 9, 2017 @ 10:00 AM.

You must be present at this site visit in order to submit a bid

Question Cut-Off Date: Tuesday, March 14, 2017 @ 10:00 AM.

Bidders are encouraged to monitor the website daily for updates, changes and responses to questions through the bid opening date.

Bid Opening: Tuesday, March 21, 2017 @ 10:00 AM.

General

1. Upon issuance of a Purchase Order to the successful bidder, a written schedule shall be submitted to NJDOT Representative so that all furniture and wall items can be moved out of the way to allow work to proceed and be completed in a timely manner.
2. Upon completion of all work associated with this project, the contractor shall be responsible for the removal and offsite disposal of all job related debris.
3. Work hours shall primarily be completed after regular business hours, this may include weeknights and weekends. Some painting may be able to take place during regular business hours in spaces not occupied by employees.

Permits

The contractor shall be responsible for obtaining all required permits, if required, with the Department of Community Affairs (DCA).

At the completion of the project and before final payment will be made, all job related debris shall be removed from the site and the site shall be cleaned and restored to a condition such that it is equal to or better than it was before the project started.

General Safety and Health Requirements

The New Jersey Department of Transportation (NJDOT) will provide information to contractors regarding site conditions that might raise health and safety concerns that are unusual or unique to NJDOT.

It is the responsibility of the contractor to protect their employees, subcontractors, and suppliers by providing a safe place of employment. The NJDOT does not establish nor enforce safety practices for the benefit of a contractor, subcontractor, supplier or their employees. This does not exempt contractors from complying with all other occupational safety and health requirements. Non-NJDOT entities are responsible for conforming to acceptable safety and health practices for the protection of NJDOT employees and property.

Please see attached *NJDOT Safety Standard Operating Procedure, "Contractor Safety Requirements"* for more information.

Award

- A. Award of contract will be based upon the lowest responsible bid.
- B. The New Jersey Department of Transportation (NJDOT) reserves the right to reject all bids
- C. Results of the bidding will be made available upon request.
- D. Award of contract shall not be interpreted to mean approval to proceed with construction activities.