



**CONTRACT AND BID SPECIFICATIONS
FOR
ENVIRONMENTAL REMEDIATION &
WASTE DISPOSAL**

**Harrison Ave. Landfill
E. State St. & Harrison Ave., Camden, New Jersey**

ISSUE DATE: Wednesday, November 1, 2017

**Issued by:
CAMDEN REDEVELOPMENT AGENCY**

**DUE DATE AND TIME
Wednesday, November 22, 2017 at 2:00 P.M.**

Attn: Johanna S. Conyer, Director of Finance
Camden Redevelopment Agency
520 Market Street Suite 1300 | Camden CRA Hall
Camden, NJ 08101

**Bidders must comply with the requirements of
*N.J.S.A. 10:5-31 and N.J.A.C. 17:27***

TABLE OF CONTENTS

PART 1 – CONTRACT DOCUMENTS

Bid Advertisement
Instructions to Bidders
Draft Form of Contract

PART 2 – PROCUREMENT REQUIREMENTS

DIVISION 00

00 4000 Bid Form of Proposal & Bid Document Checklist
00 4100 Pricing Sheet
00 4200 Bid Questionnaire with References
00 4300 Contractor Equipment/Personnel Certification
00 4400 List of Subcontractors
00 4510 Acknowledgement of Receipt of Addenda
00 4520 Consent to Hold Bid
00 4530 Mandatory Equal Employment Opportunity Statement
00 4540 Partnership/Corporate Disclosure Statement
00 4550 Prevailing Wage Compliance Declaration
00 4560 Non-Collusion Affidavit
00 4570 Disclosure of Investment Activities in Iran
00 4580 Americans with Disabilities Act of 1990 Language

PART 3 – TECHNICAL REQUIREMENTS

DIVISION 01

01 1000 General Requirements
01 2600 Contract Modification Procedures
01 2900 Payment Procedures
01 3000 Administrative Requirements
01 3500 Health and Safety Program
01 4100 Regulatory Requirements
01 5713 Site Preparation
01 7000 Execution and Closeout Requirements

DIVISION 02

02 8000 Environmental Remediation & Waste Disposal

ATTACHMENTS TO THE BID SPECIFICATION

The maps, workplans, drawing sheets, technical reports, permits and plan approvals that are included in the Attachments form a part of the Bid Specification to the extent referenced and provide detailed information about the project location, and the requirements of the Work. The content of the Attachments is listed in Section 01 1000 – General Requirements. The attachments to the Bid Specification may be accessed in the following ways:

- Download using the provided link: <https://spaces.hightail.com/space/1lgfNLMdh6>
- Request copies of the attachments on a CD for no charge.
- Printed copies of all of the attachments may be provided by request and a non-refundable fee payment of \$150.00.

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

PART 1 – CONTRACT DOCUMENTS

Contract and Bid Specifications
Environmental Remediation / Harrison Ave. Landfill
E. State Street & Harrison Avenue, Camden, New Jersey

BID ADVERTISEMENT

Contract and Bid Specifications
Environmental Remediation / Harrison Ave. Landfill
E. State Street & Harrison Avenue, Camden, New Jersey

Date of Notice: Wednesday, November 1, 2017

**INVITATION FOR BID
CAMDEN REDEVELOPMENT AGENCY**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS will be received at **2:00 P.M.** on **Wednesday, November 22, 2017**, by Johanna S. Conyer, Director of Finance, Camden Redevelopment Agency, 520 Market Street Suite 1300, Camden CRA Hall, Camden, NJ 08101 and there publically opened and read aloud for the following project:

**ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL
HARRISON AVE. LANDFILL
E. STATE ST. & HARRISON AVE., CAMDEN, NEW JERSEY**

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

The attachments to the Request for Proposals may include maps, workplans, drawing sheets, technical reports, permits and plan approvals. The attachments to the Request for Proposals may be accessed in the following ways:

- Download using the provided link: <https://spaces.hightail.com/space/1lgfNLmDh6>
- Request copies of the attachments on a CD for no charge.
- Printed copies of all of the attachments may be provided by request and a non-refundable fee payment of \$138.85.
- For more information regarding the attachments on CD or as printed copies, please contact: Susan Kolich, BRS, Inc., susan@brsinc.com, (856) 964-6456 (ext. 6852).

THE WORK: In general, the work consists of environmental remediation and management of hazardous waste.

PRE-BID MEETING: A non-mandatory, pre-bid meeting is scheduled at the Harrison Avenue Landfill in Camden, NJ at the Harrison Ave. entrance. on **Tuesday, November 7, 2017 at 10:00 A.M.** Attendance at the Pre-Bid Meeting by prospective respondents is highly encouraged, but not mandatory. The purpose of the meeting is to provide access to the site so that existing conditions may be observed and taken into account when preparing proposals. Although the meeting is not mandatory, bidders will be held responsible for incorporation of existing conditions, which may be discoverable at the pre-bid meeting into their price proposals.

QUESTIONS: Inquiries regarding the project shall be sent by fax or email no later than **Thursday, November 9, 2017 at 2:00 P.M.** to Johanna Conyer, Email: joconyer@ci.camden.nj.us. No oral response to any question by any Camden Redevelopment Agency employee or agent shall be binding on the Camden Redevelopment Agency or in any way considered to be a commitment by the Camden Redevelopment Agency.

ADDENDA: Addenda shall be issued no later than **Monday, November 13, 2017**. During the RFP preparation of response period, CRA may issue addenda, including amendments or answers to written inquiries. Those addenda will be noticed by CRA and will constitute a part of the RFP. All responses to the RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENTS OF

N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

INSTRUCTIONS TO BIDDERS

Contract and Bid Specifications
Environmental Remediation / Harrison Ave. Landfill
E. State Street & Harrison Avenue, Camden, New Jersey

INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF BIDS.....	1
II. BID SECURITY	2
III. INTERPRETATION AND ADDENDA.....	4
IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY	4
V. INSURANCE AND INDEMNIFICATION	5
VI. PRICING INFORMATION FOR PREPARATION OF BIDS.....	6
VII. STATUTORY AND OTHER REQUIREMENTS.....	7
VIII. METHODS OF AWARD	10
IX. CAUSES FOR REJECTION OF BIDS.....	10
X. TERMINATION OF CONTRACT.....	11
XI. PAYMENT	12
XII. BID DOCUMENT CHECKLIST.....	12

I. SUBMISSION OF BIDS.

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as “Owner,” in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The Bid Form of Proposal shall be submitted together with all required documents, forms and certifications, in a sealed envelope: (1) addressed to the Owner as follows: Attn: Johanna S. Conyer, Director of Finance, Camden Redevelopment Agency, 520 Market Street Suite 1300 | Camden City Hall, Camden, NJ 08101; (2) bearing the name and address of the Bidder written on the face of the envelope, and (3) clearly marked “BID” with the contract title and/or bid # of the contract being bid.
- D. It is the Bidder's responsibility that bids are presented to the Owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the Owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Owner. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

INSTRUCTIONS TO BIDDERS

- Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Bidders. It is a serious crime for the Bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- I. ALTERNATES: At the option of the Owner, alternate proposals may be specified in addition to a base specification. When the Owner specifies alternate proposals, the determination of which bidder's response to a request for bids offers the lowest price shall be made on the basis of the price of: (i) the base specification plus the price of any selected specified alternate proposals; or (ii) a choice of specified alternative proposals within the limit of funds that may be made available for a project. If the Owner provides for more than one specified alternate proposal, the Owner shall specify in the bid specification the criteria or ranked order by which specified alternate proposals shall be selected and included in the award of the contract, provided that this requirement shall only apply to a project with a total estimated cost, including specified alternate proposals, of greater than \$500,000. The aggregate dollar value of accepted specified alternative proposals shall not exceed 50 percent of the base bid.
- a. "Specified alternate proposal" means a requirement of the bid specification for bidders to submit prices for reduced, modified or supplemental work in addition to the base proposal which may include, but not be limited to, a change in project scope or the use of alternative materials or methods of construction;
 - b. "Base specification" means the plans and specifications for the erection, alteration or repair of the building, structure, facility or other improvement to real property that are required to be met by all bidders without exception.

II. BID SECURITY

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

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful Bidder(s) shall be returned as prescribed by law. The check or bond of the Bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance

INSTRUCTIONS TO BIDDERS

bond or other security is submitted. The check or bond of the successful Bidder shall be forfeited if the Bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11—21.

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

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the Owner stating that it will provide said Bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the Bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said Bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

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

C. PERFORMANCE BOND

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

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

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

D. LABOR AND MATERIAL (PAYMENT) BOND

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

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

E. MAINTENANCE BOND

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

___ 1 year

___ 2 years

INSTRUCTIONS TO BIDDERS

III. INTERPRETATION AND ADDENDA

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

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

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

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

IV. BRAND NAMES, PATENTS AND STANDARDS OF QUALITY

- A. Brand names and/or descriptions used in this bid are to acquaint Bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work.
- B. Variations between materials described and the materials offered are to be fully identified and described by the Bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the Bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

INSTRUCTIONS TO BIDDERS

- C. It is the responsibility of the Bidder to demonstrate the equivalency of item(s) offered. The Owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the Bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful Bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the Owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.
- G. Wherever practical and economical to the Owner, it is desired that recycled, or recyclable products be provided. Please indicate when recycled products are being offered.

V. INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

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

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

Minimum Employer's Liability \$500,000.

2. General Liability Insurance

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

3. Automobile Liability Insurance

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

4. Contractor's Pollution Liability Insurance

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

INSTRUCTIONS TO BIDDERS

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

B. Certificates of the Required Insurance

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

C. Indemnification

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

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities: The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

INSTRUCTIONS TO BIDDERS

VII. STATUTORY AND OTHER REQUIREMENTS

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

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

1. Goods and Services (including professional services) Contracts

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.2. Construction Contracts

2. Maintenance/Construction Contracts

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

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

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

C. STOCKHOLDER DISCLOSURE

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

INSTRUCTIONS TO BIDDERS

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

D. PROOF OF BUSINESS REGISTRATION

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

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

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

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

F. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the Owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

INSTRUCTIONS TO BIDDERS

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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

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

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

H. NON-COLLUSION AFFIDAVIT

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

I. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

INSTRUCTIONS TO BIDDERS

J. CONFLICT OF INTEREST

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

K. BID QUESTIONNAIRE

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

VIII. METHODS OF AWARD

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

IX. CAUSES FOR REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2:

INSTRUCTIONS TO BIDDERS

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

X. TERMINATION OF CONTRACT

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

INSTRUCTIONS TO BIDDERS

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

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

XI. PAYMENT

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

XII. BID DOCUMENT CHECKLIST

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

DRAFT FORM OF CONTRACT

Contract and Bid Specifications
Environmental Remediation / Harrison Ave. Landfill
E. State Street & Harrison Avenue, Camden, New Jersey

CONTRACT BETWEEN
the
CITY of CAMDEN REDEVELOPMENT AGENCY
and

This Contract, is made and entered into this ___ day of _____, 2017 (the "Contract Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CAMDEN REDEVELOPMENT AGENCY

Signed:

BY: _____

ATTEST: _____

Print _____

CONTRACTOR

BY: _____

ATTEST: _____

Print _____

PART 2 – PROCUREMENT REQUIREMENTS

Contract and Bid Specifications
Environmental Remediation / Harrison Ave. Landfill
E. State Street & Harrison Avenue, Camden, New Jersey

DOCUMENT 00 4000
BID FORM OF PROPOSAL AND BID DOCUMENT CHECKLIST

**ENVIRONMENTAL REMEDIATION AND
WASTE DISPOSAL**
Harrison Ave. Landfill
E. State St. & Harrison Ave., Camden, New Jersey

BID SUBMITTED TO:

Attn: Johanna S. Conyer, Director of Finance
Camden Redevelopment Agency
520 Market Street Suite 1300 | Camden City Hall
Camden, NJ 08101

BID SUBMITTED BY:

Name and Address of Contractor

DOCUMENT 00 4000

BID FORM OF PROPOSAL AND BID DOCUMENT CHECKLIST

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

[BID DOCUMENT CHECKLIST ON FOLLOWING PAGE]

DOCUMENT 00 4000
BID FORM OF PROPOSAL AND BID DOCUMENT CHECKLIST

Bid Document Checklist

Bid Document Checklist - *Acknowledge Submittal with Initials

Required Bid Document		Initials*
1	Bid Form of Proposal & Bid Document Checklist (00 4000)	
2	Pricing Sheet (00 4100)	
3	Bid Questionnaire with References (00 4200)	
4	List of Subcontractors (00 4400)	
Forms and Notices to be Certified by Respondent		
5	Acknowledgement of Receipt of Addenda (00 4510)	
6	Consent To Hold Bid (00 4520)	
7	Mandatory Equal Employment Opportunity Statement (00 4530)	
8	Partnership/Corporate Disclosure Statement (00 4540)	
9	Prevailing Wage Compliance Declaration (00 4550)	
10	Non-Collusion affidavit properly notarized (00 4560)	
11	Disclosure of Investment Activities in Iran (00 4570)	
12	Americans With Disabilities Act of 1990 Language (00 4580)	
13	Certification of Eligibility to Receive Federal Funds (00 4590)	
Documents Provided by Respondent		
14	Bid Guarantee (with Power of Attorney for full amount of Bid Bond)	
15	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
16	License(s) and or Certification(s) from Contractor and Sub-contractors	
17	NJ Business Registration Certificate	
18	NJ Business Registration Certificate – Designated Subcontractors	
19	New Jersey Public Works Contractor Registration Certificate	

[SIGNATURE ON FOLLOWING PAGE]

DOCUMENT 00 4000
BID FORM OF PROPOSAL AND BID DOCUMENT CHECKLIST

5. Bid Submittal. This Bid is submitted by:

Company

Federal ID #

DUNS #

Address

Signature of Authorized Agent

Print Name and Title

Date

Telephone Number

E-mail Address

6. Exceptions and deviations from the Specifications

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

**DOCUMENT 00 4100
PRICING SHEET**

Bid Item	Description	Unit	Bid Quantity	Unit Price	Item Total
0	Execution and closeout requirements	Lump sum	1	\$	\$
1a	Mobilization to area TP6.	Lump sum	1	\$	\$
1b	Excavation and waste disposal at area TP6.	Ton	550	\$	\$
1c	Post-excavation sample collection and analysis (NJDEP EPH Category II) at area TP6.	Sample	12	\$	\$
1d	Off-site liquids disposal at area TP6. (non-hazardous, petroleum impacted water).	Gallon	2,500	\$	\$
2a	Disposal of PCB-contaminated material and IDW (less than 50 ppm PCB).	Pound	20,000	\$	\$
2b	Disposal of PCB-contaminated material and IDW (greater than 50 ppm PCB and less than 500 ppm PCB).	Pound	10,000	\$	\$
BID TOTAL:					\$

**DOCUMENT 00 4200
BID QUESTIONNAIRE**

**Answer all questions. Failure to answer any questions completely may result in rejection of bid.
Answers may be provided on separate sheets of paper, but shall retain this format.**

1.0 WORK EXPERIENCE

Provide previous work of similar nature completed.

Project 1:

Owner _____

Add. & Tel. No. _____

Detailed Description of Work

Contract Price \$ _____

Extra Work Required \$ _____

Date of Award of Contract _____

Contract Time _____

Date of Completion/Acceptance _____

Name, Address and Telephone No. of Owner's Engineer or Superintendent _____

Project 2:

Owner _____

Add. & Tel. No. _____

Detailed Description of Work

Contract Price \$ _____

Extra Work Required \$ _____

Date of Award of Contract _____

Contract Time _____

Date of Completion/Acceptance _____

Name, Address and Telephone No. of Owner's Engineer or Superintendent _____

Project 3:

Owner _____

**DOCUMENT 00 4200
 BID QUESTIONNAIRE**

Add. & Tel. No. _____

Detailed Description of Work

Contract Price \$ _____
 Extra Work Required \$ _____
 Date of Award of Contract _____
 Contract Time _____
 Date of Completion/Acceptance _____
 Name, Address and Telephone No. of Owner's Engineer or Superintendent _____

Project 4:

Owner _____
 Add. & Tel. No. _____

Detailed Description of Work

Contract Price \$ _____
 Extra Work Required \$ _____
 Date of Award of Contract _____
 Contract Time _____
 Date of Completion/Acceptance _____
 Name, Address and Telephone No. of Owner's Engineer or Superintendent _____

Total approximate volume of work of similar nature completed.
 \$ _____

List all major works under execution at the present time and the expected duration of the Contract:

Project Description	Contract Amount	Expected Date of Completion
	\$	
	\$	
	\$	
	\$	

**DOCUMENT 00 4200
 BID QUESTIONNAIRE**

List all projects that have not commenced but the Intent has been submitted:

Project Description	Contract Amount	Expected Date of Completion
	\$	
	\$	
	\$	
	\$	

Have any liquidated damages or other penalties been imposed on your organization?
 Circle YES or NO.

Have any liens, claims or stop work notices been files against your organization?
 Circle YES or NO.

If you answered YES to either of the above questions, attach an explanation of details identifying the claimant and stating the grounds asserted by the claimant and stating the disposition of the claim.

2.0 MANPOWER AND EQUIPMENT

Attach a list of equipment required for this job, which you now own (also include the model and year of make).

Attach a list of equipment required for this job, which you do not own, but which you intend to buy, rent or lease.

List the total number of permanently employed persons in your organization in the following categories.

Managerial (Including Superintendents): _____

Administrative: _____

Technical: _____

List the number of additional employees contemplated for this work in each category and possible source(s) of acquisition of labor.

Managerial _____ Source _____

Administrative _____ Source _____

Technical _____ Source _____

List the name(s) of the Superintendent and Manager who shall be assigned to execute this Project, and attach their resumes' with this Questionnaire.

**DOCUMENT 00 4200
BID QUESTIONNAIRE**

3.0 CORPORATE BANKER(S):

Name _____

Address and Telephone _____

Name _____

Address and Telephone _____

4.0 CORPORATE INSURANCE

Name, Address and Tel. No. of Insurance Agent:

List the name(s) of insurance companies affording coverages:

5.0 CORPORATE SURETY:

Name _____

Address and Telephone _____

6.0 GENERAL BUSINESS REFERENCES: (From Trade)

Name _____

Address and Telephone _____

Nature of Business _____

Name _____

Address and Telephone _____

**DOCUMENT 00 4200
BID QUESTIONNAIRE**

Nature of Business _____

Name _____

Address and Telephone _____

Nature of Business _____

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

Signature of Authorized Person

Name & Title

Name of Firm

Date

END OF BID QUESTIONNAIRE

**DOCUMENT 00 4400
SUBCONTRACTOR LIST**

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

SUBCONTRACTOR 1: _____

TRADE/PROFESSION _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

SUBCONTRACTOR 2: _____

TRADE/PROFESSION _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

SUBCONTRACTOR 3: _____

TRADE/PROFESSION _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

SUBCONTRACTOR 4: _____

TRADE/PROFESSION _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

DOCUMENT 00 4510
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

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

No addenda were received

ACKNOWLEDGED FOR: _____
(Name of Bidder)

BY: _____
(Signature of Authorized Representative)

PRINT NAME & TITLE: _____

COMPANY: _____

DATE: _____

**DOCUMENT 00 4520
CONSENT TO HOLD**

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

Consent Request

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

(Expiration Date)

Authorized Representative Title Date

Name and Address of Company

DOCUMENT 00 4530
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by

DOCUMENT 00 4530

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- 1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall

DOCUMENT 00 4530

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

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

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

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

Signature of Authorized Person

Name & Title

Name of Firm

Date

DOCUMENT 00 4540

PARTNERSHIP/CORPORATE DISCLOSURE STATEMENT

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

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

Full name of individual, partnership or corporation:

Trading as:

Name of state in which company is incorporated:

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

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

Or None []

Note: No Post Office Box Number Accepted, Full Street Address Only.
Criminal Conviction to Serve as Grounds for Disqualification from Award of Contract:

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

Yes [] No []

If Yes please describe: _____

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

Signature of Authorized Person

Name & Title

Name of Firm

Date

DOCUMENT 00 4550
PREVAILING WAGE ACT COMPLIANCE DECLARATION

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

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

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

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

Signature of Authorized Person

Name & Title

Name of Firm

Date

**DOCUMENT 00 4560
NON-COLLUSION AFFIDAVIT**

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

State of New Jersey

SS:

County of _____

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

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

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

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

and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Camden Redevelopment Agency relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.
(name of firm)

BY: _____
(Signature of Authorized Representative)

PRINT NAME & TITLE: _____

COMPANY: _____

DATE: _____

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

(Seal)

(Type or print name of affiant under signature)

(Notary public of _____)

My Commission expires _____

DOCUMENT 00 4570
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

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

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

AND

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

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

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

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

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

DOCUMENT 00 4580
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The Contractor and the Camden Redevelopment Agency (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §12101 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signature of Authorized Person

Name & Title

Name of Firm

Date

PART 3 – TECHNICAL REQUIREMENTS

Contract and Bid Specifications
Environmental Remediation / Harrison Ave. Landfill
E. State Street & Harrison Avenue, Camden, New Jersey

**SECTION 00 1000
GENERAL REQUIREMENTS**

PART 1 - GENERAL

1.01 ENTIRE SPECIFICATION

- A. All of the Sections of the Bid Specification as listed in the TABLE OF CONTENTS, together with all documents, reports, permits, plan approvals, drawings and maps referenced herein, constitute the entire Bid Specification and shall be considered as related to each other and related to the whole and shall be referred to within the text by the basic designation only.
- B. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement.

1.02 PROJECT INFORMATION

- A. **THE WORK:** The term “Work” means the construction and services required by this Bid Specification, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Contractor shall perform the Work and provide all necessary labor, materials, and equipment, and perform all services as set forth in the Bid Specifications, except as specifically indicated in the Contract Documents to be the responsibility of others.
- B. **LOCATION OF THE WORK:**
 - 1. The work is to be performed at the Harrison Avenue Landfill (HAL) located in the City of Camden, New Jersey. HAL is identified as tax parcels Lot 7 (58.9 acres) & Lot 13 (1.28 acres) on Tax Block 809 in the City of Camden, New Jersey (Camden County). The site is bounded to the northwest by the Back Channel of the Delaware River near Petty's Island, to the west by the Cooper River, to the south by East State Street, and to the east by Harrison Avenue. Three parcels (23.95 acres) located to the northeast of the Harrison Ave. Landfill (Lots 4, 5 & 6 on Tax Block 810) were previously subdivided from the landfill and closed for the development of the Salvation Army Ray and Joan Kroc Corps Community Center.
 - 2. The work area shall be referred to generally throughout the Bid Specification as “the site” or “the landfill”.
- C. **BACKGROUND:**
 - 1. HAL was owned and operated by the City of Camden as a municipal waste landfill from approximately 1952 to 1971. Waste materials at the site consist of municipal solid waste (MSW), construction and demolition debris, and chemical wastes. The landfill is currently being closed by the CRA and NJDEP. Closure activities include the environmental remediation of the site and the reconstruction of the landscape to transform the landfill into a public park. The closure activities are currently in a planning and design phase. Construction and permanent closure of the landfill will be managed by NJDEP and is anticipated to begin in March 2018.
- D. **PROJECT SUMMARY:**
 - 1. In general, the Work consists of the items described below, complete and as specified within this Bid Specification. The description of work provided below outlines the general items and distribution of work, and should not be construed as being all-inclusive.

**SECTION 00 1000
GENERAL REQUIREMENTS**

2. Excavation and disposal of petroleum impacted historic fill at area “TP6”:
 - i. Upon execution of the contract and issuance of Notice to Proceed by the Owner, the Contractor shall have thirty (30) calendar days to mobilize to the site and complete environmental remediation through excavation and disposal of area “TP6” as identified and specified on Drawing Sheet #1. Based on in-situ characterization of subsurface materials in this area, it assumed that the soil to be removed is non-hazardous, but contaminated with petroleum. Volumes of disposal of petroleum impacted material is assumed to range from 100 – 550 tons.
 3. Characterization and disposal of PCB-contaminated investigation derived waste (IDW):
 - i. Upon execution of the contract and issuance of Notice to Proceed by the Owner, the Contractor shall have sixty (60) calendar days to mobilize to the site and complete the inspection, characterization, documentation, labelling, load-out, and final disposal of approximately thirty-five (35) 55-gallon drums of PCB-contaminated soil and investigation derived waste (IDW) that are currently located in the “temporary drum storage area” as identified on Drawing Sheet #1. For purposes of bidding it assumed that the drums contain a total weight of approximately 30,000 pounds of PCB-contaminated solids (Soil, Dirt, Rocks, Vegetative Material, Asphalt, Concrete, Clothing, Personal Protective Equipment, Plastic, Field Screening Kits, etc.) less than 500 ppm PCBs.
 4. In general, “disposal” of waste generated by the Work as used in this specification includes all inspection, characterization, profiling, handling, re-handling, containerization, over-packing, treatment, stabilization, documentation, notifications, reporting, record-keeping, labelling, marking, placarding, , loading, transportation, and off-site disposal of waste by the Contractor in conformance with all applicable state, local and federal permits, approvals and regulations. The Contractor shall be solely responsible for the selection of the appropriate waste characterization samples required by law and regulation for transportation and final disposal and as required by the final disposal facilities. The contractor shall be solely responsible to pay all associated costs and fees for the collection and analysis of all waste characterization samples.
- E. PERFORMANCE REQUIREMENTS: The Technical Requirements in the Bid Specifications are identified in the Table of Contents and are intended to outline for the Contractor the performance objectives for the Work. As performance specifications, they do not detail all material, actions, tools, equipment and procedures required in order to complete the Work. The description of Work in the Technical Requirements outlines the general items and distribution of work, and should not be construed as being all-inclusive.
1. The Contractor shall supervise and direct the Work, and shall be solely responsible for, and have control over, means, methods, techniques, sequences and procedures for coordinating all portions of the Work. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, subcontractors and their agents and employees and other persons or entities performing portions of the Work on behalf of the Contractor or any of its subcontractors.
 2. For all items, the Contractor shall provide all labor, equipment, materials and professional services required and perform the Work in a professional manner and in accordance with all applicable State, local and Federal laws and regulations. The Contractor is solely responsible to identify, obtain and pay for all required permits, licenses and approvals required by any and all state, local or federal authorities or governmental agencies to complete the Work. The project is being bid as a turnkey project. It is intended that the project be performed by an experienced contractor, licensed as required by the State of New Jersey, and able to provide turnkey services.

**SECTION 00 1000
GENERAL REQUIREMENTS**

F. ENVIRONMENTAL CONDITIONS:

1. The Harrison Ave. Landfill is an active case with the NJDEP Site Remediation Program (SRP) and has been assigned SRP Preferred Identification (PI ID) #G000004459.
2. According to environmental investigations documented in reports provided in the Attachments to the Bid Specification, soil and groundwater contamination exists at the site in the subsurface at concentrations that exceed the NJDEP Soil and Groundwater Remediation Standards (N.J.A.C. 7:26D).
3. The Contractor is required to provide appropriate controls to manage the known environmental contaminants on site, to prevent their spread beyond the works area by air or by stormwater flow or by being tracked out of the site by equipment and vehicles, and provide adequate training and safety measures to workers, and to protect the public.
4. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal to acquaint themselves with known and suspected environmental conditions at the site. No allowance for additional compensation will be considered for failure to comply with this requirement.

G. OTHER WORK AT THE SITE: It is expected that the Owner will be conducting other activities at the Harrison Ave. Landfill simultaneous with the Work. The Contractor shall cooperate with the Owner in allocation of mobilization areas of site; for field offices and sheds, for project access, traffic, and parking facilities to ensure no conflict with others. The Contractor shall keep open all unpaved access roads within the Harrison Ave. Landfill and within the Contractor Work Limit at all times and repair any damage the Contractor may cause to the roads and entrances immediately so as not leave any access roads impassable at any time.

H. THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION (NJDEP) will be directly overseeing landfill closure activities, and as such and in their regulatory role over the landfill closure and environmental remediation, representatives of the NJDEP Office of Natural Resource Restoration (ONRR) and other NJDEP staff will be working closely with CRA during this project, including review and approval of submittals, conducting field inspections, and completing quality assurance sampling and analysis of materials at their discretion. The Contractor shall provide full cooperation to the NJDEP and NJDEP staff at all times during the work.

1.03 ATTACHMENTS: WORKPLANS, DRAWING SHEETS TECHNICAL REPORTS AND PERMITS

- A. The maps, workplans, drawing sheets, technical reports, permits and plan approvals listed below form a part of this Bid Specification to the extent referenced and provide detailed information about the project location and the requirements of the Work. See the Table of Contents for information on obtaining all listed documents.
- B. Technical reports in the possession of the Owner that describe past and present site conditions are provided in the Attachments to the Bid Specification for informational purposes only and for the sole use of the Contractor. The Owner makes no claims whatsoever as to the correctness or accuracy of the data provided therein. The Contractor shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work before preparing and submitting their bid proposal.
- C. Maps:
 1. Site Location Map: Harrison Ave. Landfill, Camden City, New Jersey (USGS Topographic Map).

**SECTION 00 1000
GENERAL REQUIREMENTS**

D. Drawing Sheets:

1. Drawing Sheet #1: Environmental Remediation Workplan.

E. Permits & Plan Approvals:

1. Landfill Disruption Approval: Permit # LCC090003 (July 2015), Harrison Avenue Landfill, New Jersey Department of Environmental Protection.
2. Soil Erosion and Sediment Control (SESC) Plan: Harrison Avenue Landfill. (August 2015). TRC Environmental Corporation.

F. Harrison Ave. Landfill Environmental Reports:

1. Interim Landfill Closure Plan: Harrison Avenue Landfill, Camden, NJ. (June 2015). TRC Environmental Corporation.
2. Site-Wide Remedial Investigation Report and Remedial Action Workplan (RI/RAW): Harrison Avenue Landfill Camden, New Jersey. (May 2012). TRC Environmental Corporation.

1.04 PRE-BID SITE WALK

- A. A non-mandatory, Pre-Bid Site Walk will take place at the site. The date and time of the Pre-Bid Site Walk is included in the Bid Advertisement. Attendance at the Pre-Bid Site Walk by prospective Bidders is highly encouraged, but not mandatory. The purpose of the Pre-Bid Site Walk is to provide prospective Bidders access to the site so that existing conditions may be observed and taken into account when preparing bid proposals. Although the Pre-Bid Site Walk is not mandatory, Bidders will be held responsible for incorporation of existing conditions, which may be discoverable at the pre-bid meeting, into their bid proposals. The Contractor will be held to have examined the site before submitting bid proposals for the Work and to be fully aware of the existing conditions under which the Work will be done or that will in any way affect the Work under this contract. No allowances will be made in this connection for error or negligence on the part of the Contractor.

1.05 CONTRACT TIME AND CONSTRUCTION SCHEDULE

- A. The Contract Time shall be as specified in the Contract Agreement commencing on a date to be specified in a written Notice to Proceed (NTP) of the Owner. The Contractor shall commence the Work to be performed under this Contract on the date of NTP and prosecute the work diligently.

1.06 LIQUIDATED DAMAGES

- A. It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount indicated in the Contract Agreement for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to

**SECTION 00 1000
GENERAL REQUIREMENTS**

represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

- B. The Contractor shall take all actions necessary to properly inspect, characterize, treat, stabilize, label, document and remove all designated waste prior to state and federally mandated limits for accumulation of the waste. The Contractor shall be proactive to manage accumulated wastes within each time frame to combine waste streams to provide efficient management and limit to the extent possible the use of the Owner's resources in the management of these wastes.
- C. The Contractor shall be subject to liquidated damages for failure to properly manage wastes that results in violations of any state, local, and federal regulation at a rate of \$1,000 per calendar day for each day of said violation resulting in a fine levied against the Owner by an authority having jurisdiction.

END OF SECTION 00 1000

SECTION 01 2600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section provides administrative and procedural requirements for handling and processing contract modifications.

1.02 MINOR CHANGES TO THE WORK

- A. Supplemental instructions authorizing minor changes in Work, not involving an adjustment to Contract Sum or Contract Time, may be issued by the Owner Representative. Such supplemental instructions must be made by the Owner Representative and received by the Contractor in writing.

1.03 CHANGE ORDERS

- A. Stipulated Sum Change Orders:

1. Contractor may propose a change by submitting a request for change to Owner Representative, describing proposed change and full effect on Work, with a statement describing reason for change, and effect on Contract Sum and Contract Time with full documentation.
2. Document each quotation for a change in cost or time with sufficient data to allow evaluation of quotation. Provide data to support computations:
 - a. Origin and date of claim
 - b. Quantities of products, labor, and equipment
 - c. Taxes, insurance and bond
 - d. Overhead and profit
 - e. Justification for change in Contract time
 - f. Credit for deletions from Contract, similarly documented
3. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests or similar.
4. Change will be based on Contractor's price quotation, or Contractor's request for a Change Order as accepted by Owner Representative and Owner.

- B. Time and Material Change Orders:

1. Submit itemized account and supporting data within one (1) week after completion of change.
2. Maintain detailed records of work done on a time and material basis. Provide full information needed for evaluation of proposed changes, and to substantiate costs of changes in Work. Provide data to support computations:
 - a. Date and time work was performed, and by whom
 - b. Time records and wage rates paid
 - c. Quantities of products, labor, and equipment
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented

- C. Unit Price Change Orders:

SECTION 01 2600
CONTRACT MODIFICATION PROCEDURES

1. For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis.
2. For unit costs or quantities of units of work that are not pre-determined, execute Work under a Construction Change Directive.
3. Changes in Contract Sum or Contract Time must be computed as specified for Time and Material Change Order.

D. Construction Change Directives:

1. Owner Representative may issue a document, signed by Owner, instructing Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order.
2. Document will describe changes in Work, and will designate method of determining change in Contract Sum or Contract Time.
3. Owner Representative may issue a Proposal Request that includes a detailed description of a proposed change with supplementary or revised Drawings or Specifications. Prepare and submit an estimate within ten (10) days, including a proposed change in Contract Time for executing change and period of time during which requested price will be considered valid. Contractor must endeavor to not delay project as a result of requested changes.
4. Promptly execute change in Work.

E. Correlation of Contractor Submittals:

1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum.
2. Promptly revise progress schedules to reflect changes in Contract Time, revise sub-schedules to adjust time for other items of work affected by change, and resubmit.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 2600

**SECTION 01 2900
PAYMENT PROCEDURES**

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.02 SCHEDULE OF VALUES

- A. Schedule of Values: Statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Submit the Schedule of Values to the Owner's Representative at earliest possible date, but no later than ten (10) days before the date scheduled for submittal of initial Application for Payment.
- C. Format and Content: Arrange Schedule of Values consistent with format of AIA Document G703 or similar. Use Pricing Sheet (Document 00 4322) as a guide to establish line items for the schedule of values. Provide at least one line item for each line in the Pricing Sheet.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Owner
 - c. Contract Number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - 5. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

**SECTION 01 2900
PAYMENT PROCEDURES**

- D. Coordinate line items in the Schedule of Values with preparation of Contractor's construction schedule, and other required administrative forms and schedules, including Application for Payment forms and submittal schedule.

1.03 BASIS OF PAYMENT

- A. Stipulated (“Lump”) Sum items will be evaluated and paid on a “percent complete” basis unless specifically stated otherwise in the bid item. After consultation with the Contractor, the Owner will solely decide the percentage of completeness of the Work under each lump sum Pay Item.
- B. Payment for Unit Price Items will be determined by the actual measurement of the unit of work completed. The actual number of units of each unit price item of work may be more, less or never stated in the bidding schedule of the Bid or included in the Contract. Payment will be made only for the actual number of units or work performed, and at the contract unit price for each such unit with measurement for payment made as defined in the following paragraphs. Where partial Unit Price Items are required, the Contractor will be paid for that portion of the Unit Price Item actually worked or incurred.
- C. For both Lump Sum and Unit Price items, sufficient backup documentation as required by the Contract Documents and the Owner Representative will be required to establish measurement of completion for each item within a particular pay period and the Work overall.
 - 1. All of the Contractor’s Applications for Payment must provide sufficient backup documentation for the quantities listed for each Pay Item including, but not necessarily limited to: waste manifests, certified weight tickets, shipping documents, material certifications, product sheets, chains-of-custody, testing reports, surveys, field logs and other draft and final copies of required submittals; copies of Project Record Drawings showing notations for work completed and materials stored, removed and transported off-site; photographs; or other materials as requested by the Owner Representative.
 - 2. Failure to comply with these requirements to the satisfaction of the Owner Representative may result in delays in payment and requirements for additional documentation and/or certifications prior to payment.

1.04 NEW JERSEY PREVAILING WAGE ACT

- A. No Applications for Payment shall be accepted if all certified payroll records for the preceding period have not been received by the Owner’s Representative in conformance with the requirements of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.).
- B. As indicated in Section VII.F. of the Instructions to Bidders, the Contractor shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Act requires the Contractor to pay the applicable prevailing wage rates for the tasks to be performed in connection with the Work and to submit a certified payroll record to the Owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period.
- C. The Contractor shall submit said certified payrolls to the Owner’s Representative on a timely basis in the form set forth in N.J.A.C. 12:60-6.1(c): *Payroll Certification for Public Works Projects (for Contractor and Sub-Contractor's Use for Weekly and Final Certification) – Effective February 18, 1992.*

**SECTION 01 2900
PAYMENT PROCEDURES**

1.05 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use AIA Document G702 or similar and AIA Document G703 or similar as form for Applications for Payment or as required by the Owner Representative.
- B. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner Representative will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- C. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Owner Representative and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- D. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- E. Payment Application Times: Submit Application for Payment to Owner Representative by the 5th day of the month or as required by the Owner Representative for the preceding calendar month. The period covered by each Application for Payment is one month, ending on the last day of the month or as required by the Owner Representative.
 - 1. Submit draft copy of Application for Payment for review and approval by Owner Representative.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
 - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 - 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.

**SECTION 01 2900
PAYMENT PROCEDURES**

- c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Owner Representative by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Submittal schedule (preliminary if not final).
 5. Copies of all permits.
 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 7. Report of preconstruction conference.
 8. Certificates of insurance and insurance policies.
 9. Performance and payment bonds.
 10. Other data required by the Owner.
- J. Application for Payment at Substantial Completion: After Owner Representative issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

**SECTION 01 2900
PAYMENT PROCEDURES**

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims" or similar.
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens" or similar.
 6. AIA Document G707, "Consent of Surety to Final Payment" or similar.
 7. Evidence that claims have been settled.
 8. Final liquidated damages settlement statement.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 2900

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section provides administrative and procedural requirements for project coordination, submittals, meetings and the preparation of project schedules.

1.02 PROJECT COORDINATION

- A. OWNER: Camden Redevelopment Agency, (referenced in the Bid Specification as the "Owner" or "CRA").
 - a. Contact: Johanna S. Conyer, Director of Finance, Camden Redevelopment Agency, 520 Market Street Suite 1300 | Camden City Hall, Camden, NJ 08101
- B. The Owner will designate a Project Manager (referred to as the "Owner Representative"), who shall have the authority to inspect all work and materials on the Project, and to stop work on the Project when it appears to the Owner Representative that the requirements of the Contract are not being met.
 - 1. The Owner Representative shall have the authority to reject any work or materials which are not performed in a workmanlike manner, or which do not meet the requirements of the plans and specifications, in the judgment of the Owner Representative. Any such rejected work shall be redone in a workmanlike manner, and any such rejected materials shall be removed from the work site and replaced with acceptable materials, conforming to the requirements of the Specifications.
 - 2. The Owner Representative shall have the authority to decide questions and make interpretations in regard to issues which arise under the Contract.
- A. Immediately report to the Owner Representative any questionable or obvious error or omission that may be contained in the Contract Documents. The Contractor shall not proceed with work until the Owner Representative has resolved the error or omission.
- B. Coordinate with Owner Representative regarding Requests for information or interpretation seeking information required by or clarifications of the Contract Documents.
- C. Cooperate with Owner Representative in allocation of mobilization areas of site; for field offices and sheds, for project access, traffic, and parking facilities.
- D. Comply with Owner Representative's procedures for project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

1.03 CONSTRUCTION MEETINGS

- A. Record minutes and distribute copies within two (2) days after meeting to participants, including Owner Representative, other participants, and those affected by decisions made.
- B. Pre-Construction Meeting. Attend Pre-Construction Meeting to be scheduled by Owner Representative after Notice of Award. Agenda will include the following:

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

1. Use of premises by Owner and Contractor
 2. Designation of personnel representing the parties to Contractor and Owner.
 3. Submission of list of subcontractors, schedule of values, and progress schedule.
 4. Required permits and approvals
 5. Procedures and processing of field decisions, submittals, applications for payments, proposal request, change orders, and contract closeout procedures.
 6. Scheduling.
 - a. Contractor's schedule.
 - b. Start of on-site work.
 - c. Completion date.
 - d. Coordination with Owner Representative.
 - e. Sequence of work.
 7. Material deliveries and loadouts.
 8. Address items prior to on-site work.
 - a. Parking.
 - b. Security.
 - c. Temporary Facilities.
 - d. Noise and general safety.
 - e. Site fencing.
 - f. Use of the site.
- C. Progress Meetings. The Owner Representative will schedule and administer meetings throughout progress of the Work as needed.

1.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within ten (10) days of the date established as Notice to Proceed, submit preliminary schedule to the Owner Representative defining planned operations for the first sixty (60) days of Work, with a general outline for remainder of Work.
 1. If preliminary schedule requires revision after review, submit revised schedule within ten (10) days.
 2. Within twenty (20) days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 3. Include written certification that subcontractors have reviewed and accepted proposed schedule.
 4. Within ten (10) days after joint review, submit complete schedule.
- B. Submit updated schedule with each Application for Payment.

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

1.05 SUBMITTALS

- A. Submittals Required after Notification of Award:
1. Executed Form of Agreement: Within seven (7) days after receiving the Form of Agreement, sign and submit the Agreement (by hand delivery or overnight mail) to the Owner Representative. Submit one original and one copy.
 2. Performance Bond, Payment Bond, Insurance Certificates: Within 7 days after receiving the executed Form of Agreement (signed by all parties to the Agreement), submit the following to the Owner's representative. Submit one original and one copy.
 - a. Performance Bond: A Surety Bond in the full amount of the Contract, with the Owner indicated as "Obligee," ensuring faithful performance of all provisions of the Contract. The Surety Company shall be authorized to do business in the State of New Jersey and shall be approved by the Owner.
 - b. Payment Bond: A Surety Bond in the full amount of the Contract, with the Owner indicated as "Obligee," ensuring the payment of all labor and material costs. The Surety Company shall be authorized to do business in the State of New Jersey and shall be approved by the Owner.
 - c. Insurance certificates: Provide insurance coverage amounts as specified in the Contract. Camden Redevelopment Agency, City of Camden and (if required) the U.S. Environmental Protection Agency shall be named as additional insured. The Certificate shall contain a 30-day notice of cancellation.
 3. Any other submittals required by the Contract Documents to be submitted to the Owner after Notification of Award.
- B. Submittals Required before Notice to Proceed: The following documents, where required, must be prepared during the pre-planning stage of the Work and submitted to the Owner Representative for review within ten (10) work days after the date established for the Notice to Proceed.
1. Schedule of Values.
 2. Preliminary Project Schedule.
 3. Site-Specific Health and Safety Plan.
 4. Qualification documents, shop drawings, material certifications and other Quality Control/ Assurance documentation.
 5. Any other submittals required by the Contract Documents to be submitted to the Owner Representative prior to Notice to Proceed.
- C. Submittals Made during the Work: Submit the following, as required, to the Owner Representative as soon as possible following receipt or generation:
1. Requests for information or interpretation of contract documents.
 2. Progress schedules.
 3. Applications for Payment.
 4. Change order requests.

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

5. Waste load-out documentation and disposal documentation.
 6. Field logs.
 7. Testing and inspection reports.
 6. Any other submittals required by the Contract Documents to be submitted to the Owner Representative during the Work.
- D. Submittals Required at Substantial Completion: Submit the following, as required, to the Owner Representative at or before Substantial Completion:
1. Final Application for Payment.
 2. Waste Management Workplan Final Report.
 3. Project Record (“As-Built”) Drawings.
 4. Any other submittals required by the Contract Documents to be submitted to the Owner Representative at or before Substantial Completion.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 SUBMITTAL PROCEDURES

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

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

- b. Electronic Source Files: Electronic files (*Word, Excel, AutoCAD, Project, etc.*) containing all source files of text, tables, drawings, figures, maps, photographs, and other materials used to generate submittals. The electronic files shall be made available to the Owner's Representative via e-mail or FTP download. Otherwise, all electronic files shall be provided on CD-ROM and shall be professionally labeled on both the container and disk.
- B. Other Project Documentation to the Owner:
- 1. Legible copies of all permits and plan applications and approvals; field logs; utility cut-off letters; subcontractor submittals; load-out and disposal documentation; waste characterization documentation including chains of custody and analytical reports; and test and inspection reports shall be delivered to the Owner Representative as soon as possible after receipt or generation by the Contractor.
 - a. Copies of submittals must be sent electronically to the Owner Representative by email or fax. Printed copies of these documents shall not be accepted.
 - 2. Originals of all documents summarized in (1) above shall be delivered to the Owner Representative as part of the appropriate Workplan Final Report or Regulatory Report as required by the Contract Documents.
- C. Submissions to Authorities Having Jurisdiction
- 1. The Contractor shall provide all required forms, permit applications, plans, reports and other submittals to all Authorities Having Jurisdiction as required by the Authority and the Contract Documents. The Contractor shall pay all fees associated with preparation, submittal, review and approval of the documents by the Authorities.
 - 2. It is the sole responsibility of the Contractor to prepare and submit these documents to the appropriate Authority in accordance with all applicable codes, regulations and standards.

END OF SECTION 01 3000

**SECTION 01 3500
HEALTH AND SAFETY PROGRAM**

1.01 WORK INCLUDED

- A. Prepare and implement a Site-Specific Health and Safety Plan (HASP).

1.02 QUALITY ASSURANCE

- A. Qualified Health & Safety Professional. The Contractor shall employ a New Jersey Licensed Professional Engineer, a Certified Industrial Hygienist (CIH), Certified Safety Professional (CSP) or other Qualified Health & Safety Professional to prepare the Contractor's Site-Specific Health and Safety Plans (HASP) and for quality control of execution of the HASP as specified in this Section. The Qualified Health & Safety Professional must have certification as a safety professional qualified by training and experience to act in this capacity, and certification as having completed the 40-hr. OSHA health and safety training course, with current 8-hr. refresher training and 8-hr. OSHA manager's training.
- B. Provide, at the request of the Owner Representative, certificates for each worker to demonstrate compliance with training requirements.
- C. Do not undertake any Work until the Owner Representative has received the Contractor's Site-Specific Health and Safety Plans (HASP).

1.03 SUBMITTAL - SITE-SPECIFIC HEALTH AND SAFETY PLAN (HASP)

- A. To safeguard the health and safety of all personnel, the general public, and the environment during the course of the Work, the Contractor shall prepare and implement a comprehensive Site-Specific Health and Safety Plan (HASP).
- B. Submit to the Owner Representative a Site-Specific HASP prepared by the Contractor's Qualified Health & Safety Professional. The HASP must apply to all Work to be conducted at the Site, taking into consideration all workers on-site, the general public, and the environment.
- C. The HASP must comply with Occupational Safety and Health Administration (OSHA) requirements set forth at 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. The HASP shall include sections on the following topics, as applicable to the project:
 - 1. Organizational Structure
 - 2. Job Hazard Analysis and/or Site Risk, including:
 - a. A list of the Contractor's work tasks that may involve contact, excavation, and/or handling of contaminated soil and/or groundwater.
 - b. Compounds of concern that may be encountered during the course of the Work and signs/symptoms of exposure.
 - c. Potential for worker exposure to the compounds of concern for each work task.
 - 3. Accident Reporting Requirements
 - 4. Training Requirements
 - 5. Personnel Protection Equipment (PPE)
 - 6. Decontamination Program
 - 7. Emergency Response Plan
 - 8. Medical Surveillance Program
 - 9. Exposure Monitoring
 - 10. Environmental Protection

**SECTION 01 3500
HEALTH AND SAFETY PROGRAM**

11. Dust, Odor and Gas Control
12. Noise Control
13. Vector Control
14. Fire Control
15. Site Security and Control
16. Confined Space Operations
17. Spill Containment
18. Excavation and Trenching
19. Hot Work.
20. Thermal Stress
21. Lock-out/Tag-out
22. Standard Operating Procedures

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 HASP IMPLEMENTATION

- A. The Contractor is solely responsible for exercising reasonable precaution to protect the health and safety of all on-Site personnel, the general public, and the environment during the course of the Work. Comply with all applicable provisions of Federal, State, and local health and safety and occupational health and safety statutes and codes.
- B. Perform all Work in accordance with the Contractor's Site-Specific Health and Safety Plan. Maintain a copy of the Site-Specific Health and Safety Plan on site at all times. Trained supervisors of the Contractor's forces responsible for implementing the Site-Specific Health and Safety Plan and assuring quality control shall be present during all hours of operation.
- C. SAFETY IS OF ABSOLUTE IMPORTANCE. Assume sole responsibility for initiating, maintaining, and supervising safety precautions and programs associated with the Work. Do not jeopardize the safety of the general public or those working on the Site, under any circumstances.

3.02 ACCIDENT REPORTING REQUIREMENTS

- A. Comply with all accident and or incident reporting requirements, Should any unforeseen safety-related factor, hazard, or condition become evident during the course of the Work, immediately take prudent action to establish, maintain, and secure the Site and working conditions. This must be followed by immediate notice to the Owner Representative.

3.03 TRAINING REQUIREMENTS

- A. Provide 40-hour HAZWOPER health and safety training and medical surveillance for all personnel who may come in contact with or be exposed to contaminated materials during the course of the work.

**SECTION 01 3500
HEALTH AND SAFETY PROGRAM**

- B. Provide personnel, including personnel for subcontractors, who are 40-hr. OSHA trained with an 8-hr. OSHA refresher course completed within the previous twelve months.
- C. As necessary, provide personnel, including personnel for subcontractors, that are confined space entry trained to complete the Work specified herein and in other Sections. These personnel must be current in all applicable and necessary refresher courses as well.
- D. Contractor's workers who will be engaged in work at the site that might result in exposure to contaminated soil or groundwater must attend coordination meetings and any follow-up supplemental briefings.
- E. Personnel who have not received training, and who are not equipped with the required protective clothing and equipment, must not be permitted access to the site by the Contractor during the course of the work that may result in exposure to contaminated soil and/or groundwater.

3.04 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. The nature of the materials present at the site may require use of special protective clothing and the possible use of respiratory protective equipment, which is intended to minimize worker exposure to known or suspected hazards.
- B. The Contractor is solely responsible for determining the appropriate level of personnel protection that is required based on the criteria outlined in the Contractor's HASP.
 - 1. All above-grade work requiring disruption of landfill material will be conducted in Level D PPE, with Level C PPE on stand-by.
 - 2. Notify the Owner Representative in writing prior to implementing any upgrades in personal protection from Level D protection. The Owner Representative will review the Contractor's notification and determine the need to notify applicable agencies. Notify all agencies having jurisdiction over the Work, only after consulting with the Owner Representative.
 - 3. If upgrading to Level C protection or higher is required, the Contractor must suspend Work in the area identified as the "work zone" until the Contractor is equipped to continue the Work, and has received approval from the Owner Representative to continue the Work.
- A. All personnel working/entering/visiting/present on site shall wear the necessary minimum personal protective equipment (PPE), such as safety vests, hard hats, etc.

3.05 ENVIRONMENTAL PROTECTION

- A. Protection of Groundwater:
 - 1. Care must be taken to prevent, or reduce to a minimum, any discharges to the ground of liquids that may infiltrate to the underlying groundwater.
 - 2. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the groundwater must not be discharged from the site. Such waters must be collected and disposed of by the Contractor as specified in Section 02 8000.
- A. Protection of Air Quality:
 - 1. Burning, including the disposal of refuse and debris and/or heat for workers, is not permitted at the site.

**SECTION 01 3500
HEALTH AND SAFETY PROGRAM**

2. Maintain all excavations, stockpiles, waste areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
 3. All motor vehicles and construction equipment must comply with all pertinent local, state, and federal regulations covering exhaust emission controls and safety.
- B. After receiving a notice of noncompliance with the foregoing provisions from the Owner Representative or Government Agency, immediately take corrective action. The notice, when delivered to the Contractor or its authorized representative at the site, is deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Owner Representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost because of any such stop orders may be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is subsequently determined that the Contractor was in compliance.
- C. If the Contractor causes a release to the environment, the Contractor is responsible for all required reporting, remediation and closeout in response to the release in accordance with all applicable laws and regulations. The Contractor must notify the Owner Representative immediately upon discovery.
- D. Fines and related costs resulting from failure to provide adequate protection against any environmentally objectionable acts and corrective action to be taken are the obligations of the Contractor.

3.06 DUST, ODOR AND GAS CONTROL

- A. All Work shall be conducted in strict compliance with the NJDEP air emission standards. Clearing, excavation, filling and other land disruption activities shall not result in air contaminants to be emitted in violation of N.J.A.C. 7:27-5.2(a). If the Owner Representative indicates that the level of dust or odors is unacceptable, employ measures necessary to reduce dust or odors to an acceptable level.
- B. Air monitoring for methane, oxygen, and non-methane organics will be conducted during all landfill disruption activities.
- C. The Contractor must monitor air quality within and around the Site and work areas for the compounds of concern (fugitive dust, odors, and gases) during those activities where exposure to contaminated soil and/or groundwater is possible, using instruments as described in the Contractor's HASP. The instruments must be used in accordance with the procedures outlined in the Contractor's HASP.
- D. Methods of effectively controlling dust, odors and gasses shall be implemented in order to prevent off site migration. Employ dust, odor, and gas control measures to minimize the creation of airborne dust, odors, and gases during the entire construction process. As a minimum, standard dust control techniques, such as watering down the surface, must be employed where heavy equipment will be traveling.
- E. Throughout all operations having ground disturbance activities that generate dust, the Contractor shall provide all necessary measures to control dust, including the use of methods per the Dust Control Standard in the New Jersey Standards for Soil Erosion and Sediment Control in New Jersey (7th Edition, January 2014). For example, dust may be controlled through the use of clean water, approved calcium chloride emulsion, and windshields.
1. Watering equipment shall consist of pipelines, tanks, tank trucks, or other approved devices capable of applying a uniform spread of water over the surface. A suitable device for regulating the flow and positive shut-off of the water shall be provided for positive control by the operator to prevent flooding and runoff from the site. Windscreens may be installed on fencing as a temporary

**SECTION 01 3500
HEALTH AND SAFETY PROGRAM**

measure to prevent spread of dust or debris from work site that may cause hazard to public or damage to adjacent conditions.

2. Water runoff from dust control activities must be controlled at all times. Any runoff must be controlled, containerized and disposed as per the requirements of Section 02 8000.

3.07 NOISE CONTROL

- A. Noise control measures shall be implemented so that noise levels generated by site activities do not exceed the standards set forth by the New Jersey Noise Control Regulations under N.J.A.C. 7:29-1.2.
- B. Provide continuous noise abatement as required to prevent disturbance and nuisance to the public and workers and to the occupants of adjacent premises and surrounding areas.
- C. When a certain level of noise is unavoidable because of the nature of the work or equipment involved, and such noise is objectionable to the occupants of adjacent premises, make arrangements with the jurisdictional authorities to perform such work or operate such equipment at the most appropriate time periods of the day.

3.08 VECTOR CONTROL

- A. Vectors shall be controlled by the application of cover soil. If vectors persist, a control program shall be implemented in compliance with the requirements of the New Jersey Pesticide Control Code, N.J.A.C. 7:30, by an applicator of pesticides, certified in accordance with the New Jersey Pesticide Control Code, N.J.A.C. 7:30.

3.09 FIRE CONTROL

- A. An adequate water supply and adequate fire-fighting equipment shall be maintained at the sites or be readily available to extinguish any and all types of fires. Fire suppression foam and/or sand will be kept on site to extinguish fires or uncontrolled chemical releases, should these occur.
- B. No open fire is permitted on site at any time. Take all precautions to eliminate possible fire hazards, including but not limited to the following:
 1. Remove all combustible debris from work storage areas on a daily basis.
 2. Store highly flammable materials in approved containers in well ventilated areas; mixing and preparation of such materials are also restricted to such areas. Handle all such materials in accordance with safe practices and the requirements of authorities having jurisdiction.
 3. If possible, avoid storage of large quantities of flammable materials at the Site.
 4. During the project, provide the type and quantity of fire extinguishers and fire hoses to meet safety and fire prevention practices by appropriate rules and regulations.
 5. Provide the necessary personnel and fire-fighting equipment to effectively control incipient fires resulting from flame cutting or other operations involving the use of flame, sparks or sparking devices. During such operations, remove all highly combustible or flammable materials from the immediate working area. If removal is impossible, protect such materials with suitable non-combustible shield against sparks, flame or hot metal.

**SECTION 01 3500
HEALTH AND SAFETY PROGRAM**

6. Do not dispose of oil, gasoline, benzene, or like combustible materials into sewers, manholes, or traps.
 7. Limit smoking by employees to areas away from combustible materials.
- C. No explosives of any type are permitted on-site.

3.10 SITE SECURITY AND CONTROL

- A. Provide security for the Site. Secure the Site during non-working hours to prevent pedestrian and vehicular access. From the start of construction until conditional acceptance of Work by the Owner, assume responsibility for costs associated with damage by vandalism to material and equipment and for damage that occurs to items finished or installed under this Contract.
- B. The facility will be properly secured during non-work hours, by installing proper gates, chain link fence, providing pad locks etc.

3.11 CONTINGENCIES

- A. If potentially hazardous conditions develop during the course of the Work, the work in that specific area must be terminated until the hazardous condition has been addressed to the satisfaction of the Owner Representative. Potentially hazardous conditions include, but are not limited to, encountering previously unknown hazardous materials or gross contamination, liquids or containers.
- B. In the event that buried storage tanks, containers, or drums are encountered or if a release of oil or potentially hazardous materials has occurred, the Contractor must notify the Owner Representative immediately. The Contractor must secure the area to prevent health risks to workers or the public and releases into the environment. The sources of the event causing the material to be considered suspect will be evaluated by the Owner Representative. The Owner Representative will notify NJDEP as required.

END OF SECTION 01 3500

**SECTION 01 4100
REGULATORY REQUIREMENTS**

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section provides a listing of regulations, codes, and standards regarding general health and safety and environmental protection applicable to the Work.

1.02 AUTHORITIES HAVING JURISDICTION

- A. Authorities Having Jurisdiction: A person or agency who has the delegated authority to determine, mandate, and enforce code requirements established by jurisdictional governing bodies regarding this project. This term includes, but is not necessarily limited to:
 - 1. City of Camden, New Jersey
 - 2. County of Camden, New Jersey
 - 3. New Jersey Department of Community Affairs (NJDCA)
 - 4. New Jersey Depart of Labor (NJDOL)
 - 5. New Jersey Department of Environmental Protection (NJDEP)
 - 6. New Jersey Department of Transportation (NJDOT)
 - 7. U.S. Occupational Safety and health Administration (OSHA)
 - 8. U.S. Environmental Protection Agency (U.S. EPA)
 - 9. U.S. Department of Transportation (U.S. DOT)
- B. The Contractor shall be responsible without limitation for identifying all Authorities Having Jurisdiction over the activities specified in the Contract Documents, verifying requirements, maintaining appropriate levels of communication and coordination, and providing all reports, forms, certifications and other documentations required by the Authorities Having Jurisdiction during the course of the work.
- C. Verify and comply with all applicable Federal, State and local codes and regulations relating to buildings, employment, the preservation of public health and safety, environmental compliance, use or closure of streets and sidewalks, and the performance of the Work. Ensure that such requirements are fully understood and they are fully and faithfully implemented and/or enforced.
- D. Apply, obtain and pay for all required permits by all Authorities Having Jurisdiction over the Work that have not been previously provided by the Owner as indicated within this specification. Comply with the requirements of all permits. Schedule and complete all required inspections as a condition of the permits. Close all permits obtained with the appropriate Authority following completion of the Work to demonstrate complete compliance with regulation. Provide the Owner Representative copies of all documentation regarding the permit including applications and proof of close-out.
- E. Assume responsibility for work performed that is known or should have been known to be contrary to existing laws, rules and regulations, and for failure to give notice of such fact to the Owner. Bear all costs arising there from and hold the Owner harmless for violations.

**SECTION 01 4100
REGULATORY REQUIREMENTS**

1.03 APPLICABLE REGULATIONS, CODES, AND STANDARDS

- A. Listing of applicable codes and regulations in this Section is not to be considered complete and all-inclusive; listing refers to primary applicable codes and regulations only. Editions to be confirmed with applicable regulatory authority. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where a conflict exists between applicable codes, the one having the more stringent requirements shall govern. Where governing codes indicate that the drawings or specifications do not comply with the minimum requirements of the codes, provide work to comply with code requirements.
- B. Federal Regulations, Codes, and Standards
 - 1. 29 CFR, U.S. Department of Labor, OSHA Standards:
 - a. Part 1910.120 HAZWOPER
 - b. Part 1910.134 Respiratory Protection
 - c. Part 1910.145 Specifications for Accident Prevention Signs and Tags
 - d. Part 1910.1000 Air Contaminants
 - e. Part 1910.1200 Hazard Communication
 - f. Part 1926, Subpart C General Safety and Health Provisions
 - g. Part 1926 Subpart P Excavations
 - h. Part 1926, Subpart E Personal Protective and Life Saving Equipment
 - i. Part 1926.52 Occupational Noise Exposure
 - j. Part 1926.252 Disposal of Waste Materials
 - 2. 40 CFR, U.S. Environmental Protection Agency (U.S. EPA) Standards:
 - a. Part 61 National Emission Standards for Hazardous Air Pollutants
 - b. Part 260 Hazardous Waste Management System
 - c. Part 261 Identification and Listing of Hazardous Waste
 - d. Part 268 Land Disposal Restrictions
 - e. Part 273 Standards for Universal Waste Management
 - f. Part 279 Standards for the Management of Used Oil
 - g. Part 749 Water Treatment Chemicals
 - 3. 49 CFR, U.S. Department of Transportation (DOT) Standards:
 - a. Part 171 General Information, Regulations, and Definitions
 - b. Part 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
 - c. Part 173 Shippers – General Requirements for Shipments and Packaging
- C. State of New Jersey Regulations, Codes, and Standards:

**SECTION 01 4100
REGULATORY REQUIREMENTS**

1. Title 7 New Jersey Administrative Code (N.J.A.C.), New Jersey Department of Environmental Protection (NJDEP) Standards
 - a. Chapter 8 Stormwater Management Regulations (N.J.A.C. 7:8)
 - i. Stormwater Best Management Practices (BMP) Manual
 - b. Chapter 9 Well Construction and Maintenance; Sealing of Abandoned Wells (N.J.A.C. 7:9D)
 - c. Chapter 14A Pollutant Discharge Elimination System - Subchapter 7 Requirements For Discharges To Groundwater (N.J.A.C. 7:14A-7)
 - b. Chapter 26 Solid Waste (N.J.A.C. 7:26)
 - i. Solid & Hazardous Waste Transporter “Quick Access Guide” 2013-2015
 - ii. Guidance for Characterization of Concrete and Clean Material Certification for Recycling
 - b. Chapter 26 Subchapter 2A Regulations For Sanitary Landfills (N.J.A.C. 7:26-2A)
 - c. Chapter 26C Admin. Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C)
 - i. Guidance Document for the Remediation of Contaminated Soils
 - d. Chapter 26E Technical Guidance for Site Remediation (N.J.A.C. 7:26E)
 - i. Field Sampling Procedures Manual
 - ii. Historic Fill Material Technical Guidance
 - e. Chapter 26G Hazardous Waste Management Regulations (N.J.A.C. 7:26G)
 - f. Chapter 26D Soil Remediation Standards (N.J.A.C. 7:26D)
 - g. Chapter 27 Air Pollution Control (N.J.A.C. 7:27)
 - h. Chapter 29 Noise Control (N.J.A.C. 7:29)
- D. Camden County
 1. District Solid Waste Management Plan
- E. City of Camden Regulations, Codes, and Standards:
 1. City of Camden Municipal Code

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 4100

**SECTION 01 5713
SITE PREPARATION**

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The Contractor shall implement temporary measures and monitoring as needed to control water pollution, soil erosion, and siltation generated by the Work, including:
 - 1. Compliance with all applicable State, local, and Federal permits, approvals, laws, and regulations.
 - 2. Installation and maintenance of temporary soil erosion and sediment control measures.
 - 3. Clearing and grubbing.
 - 4. Maintenance of existing stabilized construction entrances and unpaved access roads.
 - 5. Decontamination and cleaning of vehicles.
 - 6. Stormwater management.

1.02 PERMITS

- A. A copy of the Owner's Soil Erosion and Sediment Control (SESC) Plan for the site prepared by TRC Environmental Corporation is provided with the Bid Specification (see 01 1000 General Requirements).
 - 1. Soil Erosion and Sediment Control (SESC) Plan: Harrison Avenue Landfill. (August 2015). TRC Environmental Corporation.
- B. The Contractor shall have a certified copy of the SESC plan on site at all times during the Work.

1.03 QUALITY ASSURANCE

- A. The Contractor shall provide trained, qualified and experienced personnel to oversee, supervise and be responsible for the Work of this Section.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall perform all work, furnish all materials and install all measures required to reasonably control soil erosion resulting from the Work and minimize loss of sediment from the site. The Contractor shall adhere to the certified soil erosion and sediment control plan showing the methods to be used for controlling erosion during construction which includes sequence of construction operations.
- B. The Contractor shall be responsible for implementing temporary erosion control measures during construction to correct unforeseen conditions. The Contractor shall be responsible for additional erosion control due to the Contractor's negligence, carelessness, or failure to install planned controls as a part of the work.
- C. Implementation, construction, and maintenance of SESC measures shall be in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey (7th Edition, January 2014) and referred to herein as the "Standards".
- D. Schedule and perform ground disturbance activities in order to minimize impact to the overall project.

**SECTION 01 5713
SITE PREPARATION**

3.02 MAINTENANCE OF SOIL EROSION AND SEDIMENT CONTROLS

- A. Soil stockpiles shall not be located within fifty (50) feet of a floodplain, slope, roadway, or drainage facility and the base must be protected with a sediment barrier.
- B. Continuously secure or protect soil stockpiles from runoff and erosion throughout the project with temporary soil stabilization measures or protective cover.
- C. Clean all catch basins and inlets protected from sediment. The cleaning operation shall not flush sediment laden water into the downstream system.

3.03 CLEARING AND GRUBBING

- A. The Contractor shall clear and grub the site as necessary to perform the Work. Trees and overgrown vegetation shall be cleared by the Contractor.
 - 1. Clearing consists of the felling, cutting up, and satisfactory disposal of all trees, bushes, shrubs, vegetation and debris occurring within the construction limits.
 - 2. Grubbing consists of the complete disposal or removal of all stumps, roots larger than one and one half (1-1/2) inches in diameter and longer than three (3) feet, vegetation, and debris.
- B. The small trees and shrubs shall be shredded and stockpiled for future removal or use as mulch, in concert with NJDEP guidelines. Grind stumps on-site and dispose of mulch in designated area(s) as approved by Owner.
- C. While clearing, the Contractor shall avoid destroying and cutting down any tree with 18-inch or greater diameter at breast height or the diameter of a tree measured 4.5 feet above the ground.
- D. All waste material generated by the clearing and grubbing process that may not be used on-site shall be transported to an off-site licensed disposal facility as per the waste management requirements of these technical specifications.

3.04 ACCESS ROADS

- A. The Contractor shall clear and maintain existing unpaved access roads to enter and work within the site.
- B. As necessary, unpaved roads on the site may be graveled or stabilized under other effective erosion and sediment control measures by the Contractor, either on the road or down gradient, to prevent sediment and sediment laden water from leaving the site.

3.05 DECONTAMINATION AND CLEANING OF VEHICLES

- A. Track Out: Minimize the quantity of dirt and debris leaving the site. Inspect all vehicles leaving the site for compliance with this provision. Clean roads as necessary and additionally when requested by the Owner at no additional cost to the Owner. Take measures to prevent debris from being spilled from trucks or tracked from the site onto local streets. Sweep streets adjacent to the site as necessary or as directed by the Owner Representative.
- B. If the Owner Representative determines that the Contractor is unable to comply with the requirement to decontaminate the vehicles and keep the adjoining roads free of dirt and debris using the techniques in Paragraph 3.05 A, the Contractor shall install, operate, and maintain a wheel wash at vehicle access points to the site.

**SECTION 01 5713
SITE PREPARATION**

3.06 STORMWATER MANAGEMENT

- A. Employ all reasonable means and methods to control or divert upslope stormwater runoff away from cleared and grubbed areas, stockpiled materials, open excavations, and other disturbed areas. Keep excavations and site construction areas free of stormwater. Capture, store and prevent the uncontrolled discharge of stormwater flows.
- B. Manage earthwork grades and provide temporary basins, trenches, sumps, transfer pumping, piping, etc. to prevent stormwater from flowing onto disturbed areas from other areas and to capture, store and prevent the uncontrolled discharge of stormwater falling directly onto disturbed areas.

PART 4 – MEASUREMENT AND PAYMENT

- A. The work specified in this Section shall not be measured for payment, and all costs connected, related or corresponding to the Work specified in this Section shall be included in the contract bid price for items listed in the Pricing Sheet.

END OF SECTION 01 5713

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. This Section provides administrative and procedural requirements for execution and closeout requirements of the contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 GENERAL EXECUTION REQUIREMENTS

- A. “Work days” shall be defined as all weekdays except state and federal holidays. The work may be conducted at the site on work days between 7:00 a.m. and 6:00 p.m. only unless the Contractor has otherwise received written permission of the Owner.
- B. The Contractor shall provide adequate forces to minimize the construction time.
- C. The Contractor shall supervise and direct the work, and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures for coordinating all portions of the work under the Contract. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, subcontractors and their agents and employees and other persons or entities performing portions of the work on behalf of the Contractor or any of its subcontractors.
- D. All work, whether performed by Contractor, or by subcontractors engaged by Contractor, shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- E. Authority to Stop Work: Primary responsibility rests with Contractor for ensuring that work progresses in accordance with governing laws. In matters of gross negligence and/or flagrant disregard for the safety of others including the possibility of contaminating the environment and the appearance of an emergent, unsafe condition at the site, the Owner Representative has the authority to stop work and have the site secured until all violations are corrected. No part of the time lost because of any such stop orders may be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is subsequently determined that the Contractor was in compliance.
- F. Provide an authorized representative at the site at all times during working hours to receive and execute directions by the Owner.
- G. Maintain a copy of the Technical Specifications and Contract Drawings at the site at all times.
- H. Store all materials in areas indicated by the Owner Representative. Arrange stored materials to maintain full access. Maintain materials stored outdoors in a neat and orderly fashion and covered to prevent damage or vandalism. When stored in a central storage area, transport materials to the project site via covered truck and/or trailer and in quantities that are limited to those materials intended for use that day.
- I. Provide all required traffic control personnel, vehicles, equipment and pay all associated expenses and administrative costs to provide a safe working environment for on-site workers and the general public.
- J. Coordinate all work operations so that disruption to normal operations in nearby homes and buildings is minimized. Confine equipment, storage of materials, debris, and the operations and movements of

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

workmen within the physical limits and time limits directed by the Owner. Ensure that such activities comply with applicable local codes and the traffic regulation and safety and fire regulations of local authorities. During work operations, provide protection for existing nearby homes and buildings, finishes, above and belowground utilities, monitoring wells, walks, drives, railroads, and landscaping. Repair or replace building components and property damaged during the work to match its condition before the damage and to the satisfaction of the Owner. If the Contractor fails to repair or replace such damage, the Owner reserves the right to have the work done by others and, if so, the costs of such work will be charged to the Contractor.

- K. The Contractor must provide the Owner Representative 48-hour notification prior to the commencement of any activities at the site.
- L. The Contractor must provide notification to the Owner Representative immediately if there is a planned cessation of the work at the site between any two work days once material handling operations begin.

3.02 MOBILIZATION

- A. Mobilization includes mobilization of all equipment, vehicles, materials, supplies, appurtenances, facilities, and Contractor's forces ready for commencing and prosecuting the work; and the subsequent demobilization and removal from the jobsite of said equipment, vehicles, appurtenances, and facilities upon completion of the work.
- B. Mobilization also includes assembly and delivery to the jobsite of plant, equipment tools, materials and supplies necessary for prosecution of the work which are not intended to be incorporated into the work; the clearing and preparation of the Contractor's work area; complete assembly, in working order, of equipment necessary to perform the work; services preparatory to commencing the actual work on items for which payment is provided under the Contract.

3.03 CONTRACT CLOSEOUT

- A. Contract Closeout Meeting. Upon completion of all work detailed in the Contract Documents, schedule a meeting with the Owner Representative at the site to close out the project. Conduct a site walk-through of the post-demolition site, highlighting any important items or other items the Owner Representative deems warranted.
- B. Substantial Completion. Upon review of the completed site, the Owner Representative will provide a punch list of items to be completed. Submit a written request to the Owner Representative for a date of Final Inspection. Address the punch list items immediately to the satisfaction of the Owner Representative.
- C. Demobilization and Final Cleaning. Terminate and remove any temporary facilities, along with construction tools and similar elements. Complete final cleaning to the satisfaction of the Owner Representative.

PART 4 – MEASUREMENT AND PAYMENT

- A. The work specified in this section for the Execution and Closeout Requirements will not be measured for payment, and all costs connected, related or corresponding to the work specified in this Section shall be included in the contract lump sum price for the Bid Item titled "Execution and Closeout Requirements / General Conditions".
 - 1. This Bid Item shall also constitute full compensation for all bonds, insurance, supervision and superintendence, permits, taxes, record documents, shop drawings, samples, submittals, surveying,

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

quality control, health and safety program, traffic control and all other necessary work, labor, and material required of the General Conditions of the Contract.

END OF SECTION 01 7000

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. In general, the Work consists of the items described below, complete and as specified within this Bid Specification.
1. Excavation and disposal of petroleum impacted historic fill at area “TP6”:
 - i. Upon execution of the contract and issuance of Notice to Proceed by the Owner, the Contractor shall have thirty (30) calendar days to mobilize to the site and complete environmental remediation through excavation and disposal of area “TP6” as identified and specified on Drawing Sheet #1. Based on in-situ characterization of subsurface materials in this area, it assumed that the soil to be removed is non-hazardous, but contaminated with petroleum. Volumes of disposal of petroleum impacted material is assumed to range from 100 – 550 tons.
 2. Characterization and disposal of PCB-contaminated investigation derived waste (IDW):
 - i. Upon execution of the contract and issuance of Notice to Proceed by the Owner, the Contractor shall have sixty (60) calendar days to mobilize to the site and complete the inspection, characterization, documentation, labelling, load-out, and final disposal of approximately thirty-five (35) 55-gallon drums of PCB contaminated soil and investigation derived waste (IDW) that are currently located in the “temporary drum storage area” as identified on Drawing Sheet #1. For purposes of bidding it assumed that the drums contain a total weight of approximately 30,000 pounds of PCB-contaminated solids (Soil, Dirt, Rocks, Vegetative Material, Asphalt, Concrete, Clothing, Personal Protective Equipment, Plastic, Field Screening Kits, etc.) less than 500 ppm PCBs.
 3. In general, “disposal” of waste generated by the Work as used in this specification includes all inspection, characterization, profiling, handling, re-handling, containerization, over-packing, treatment, stabilization, documentation, notifications, reporting, record-keeping, labelling, marking, placarding, , loading, transportation, and off-site disposal of waste by the Contractor in conformance with all applicable state, local and federal permits, approvals and regulations. The Contractor shall be solely responsible for the selection of the appropriate waste characterization samples required by law and regulation for transportation and final disposal and as required by the final disposal facilities. The contractor shall be solely responsible to pay all associated costs and fees for the collection and analysis of all waste characterization samples.

1.02 DEFINITIONS

- A. Off-site-Disposal: Removal off-site of waste material and subsequent sale, recycling, reuse, or deposit in a permitted solid waste landfill or incinerator acceptable to CRA, NJDEP and all authorities having jurisdiction.
- B. Hazardous Waste: Waste materials are considered hazardous when one or more of the following criteria are met:

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

1. The materials test positive for characteristics of a hazardous waste defined at Title 40 Code of Federal Regulations (CFR) Part 261 Subpart C (261.21-261.24).
 2. Is a listed waste as per 40 CFR Part 261 Subpart D (261.31-261.33).
 3. Is a mixture of a solid waste (non-hazardous) and one or more hazardous wastes listed in 40 CFR Part 261 Subpart D (261.31-261.33).
 4. (Items 1, 2, and 3 are federal rules which were incorporated by reference by the New Jersey Hazardous Waste Management Regulation at N.J.A.C. 7:26G-5.1.)
- C. Non-Hazardous Waste: Waste materials are considered non-hazardous waste when they are not a hazardous waste as defined in (B) above.
- D. Construction and demolition waste (NJDEP Waste Type ID 13C): Demolition debris that has been determined by the Contractor not to be a hazardous waste and that is free of asbestos, metals-contaminated brick and other contaminants may be hauled and disposed of at a construction and demolition disposal or recycling facility. The Contractor must perform the appropriate testing to ensure the materials meet the selected disposal facilities regulatory requirements. NJDEP Waste Type ID 13C generally includes: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but must not include other solid waste types.
- E. Bulky waste (NJDEP Waste Type ID 13): Large items of waste material, such as appliances and furniture, discarded automobiles, trucks and trailers and large vehicle parts, and tires, etc.
- F. Organic and vegetative waste (NJDEP Waste Type 23): Waste materials generated from clearing and grubbing of the site. This waste includes such residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery, and garden wastes.
- G. Polychlorinated Biphenyls (PCBs):
1. PCB-containing equipment shall be drained, cleaned, and containerized as PCB containing waste. The Contractor must perform the appropriate testing on suspect equipment to ensure the PCB materials meet the selected disposal facility's regulatory requirements. Equipment that must be evaluated for PCB-contaminated liquids include: liquid filled transformers, capacitors, voltage regulators, switches, bushings, electromagnets, heat transfer equipment, motors, hydraulic machinery, and lubricating systems.
 2. PCB-containing light ballasts: ALL fluorescent light ballasts shall be containerized and disposed of as PCB-containing waste unless the Contractor has specifically determined that it is not a PCB-contaminated waste.
 3. PCB-contaminated building materials including: metal, concrete, caulk, roofing and siding materials and oil-based paints: The Contractor must perform the appropriate testing on suspect PCB-containing building materials to ensure the PCB materials meet the selected disposal facility's regulatory requirements.
- H. Universal Wastes (N.J.A.C. 7:26A-7): Any of the following wastes that are subject to the universal waste requirements of N.J.A.C. 7:26A-7, whether incorporated by reference from 40 C.F.R. Part 273 or listed additionally by NJDEP:

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

1. Lead acid and other batteries.
 2. Pesticides.
 3. Consumer electronics.
 4. Mercury-containing devices: These include, without limitation, mercury vapors contained within fluorescent light bulbs or tubes, metal halide, or high intensity discharge (HID) lamps and mercury containing thermostats, thermometers and gauges.
- I. Special wastes: Industrial or process wastes that requires special handling, and/or special disposal methods including boiler, incinerator and miscellaneous ash; waste oil, sludges, and residual tank contents; water treatment chemicals (e.g. salts, brine, sulfuric acid); solvent or petroleum contaminated water; oil and other petroleum-based products; and potentially contaminated unknown liquids in sumps, pipes, drains, and other site features.
1. Drummed Wastes: All drummed wastes shall be tested to ensure the materials meet the Contractor's selected disposal facility's regulatory requirements.
 2. Miscellaneous paint products, oils, lubricants, fuels, cleaning supplies and other various unknown chemical products, etc., stored in spray cans, quart or gallon containers, 5-gallon buckets and 30-gallon and 55-gallon drums.
 3. Above Ground and Underground Tanks and Associated Wastes: All tank contents, residues, contaminated soils, and contaminated groundwater shall be disposed of at a facility permitted to accept the various petroleum products and petroleum impacted products. The Contractor must perform any testing required to ensure these wastes comply with the selected disposal facility's regulatory requirements.
 4. Heavy metals containing materials: All ash, refractory brick, mortar, and debris must be removed, handled, transported and disposed of as metals contaminated wastes.
- J. Asbestos-containing materials (ACMs). The Contractor shall be responsible for the abatement, packaging, transportation and disposal of all ACMs. All ash, dust, brick, mortar, and debris in areas exposed to friable ACM must also be disposed of as asbestos contaminated waste. Reference Section 02 8200.
- K. Compressed refrigerant gasses (ozone depleting substances as defined by the Clean Air Act - CFC, HFC, HCFC or virgin refrigerants). On-site recovery and recycling of refrigerants, if done, must be conducted in compliance with the Clean Air Act (CAA) and by authorized and certified personnel as defined in Section 608 of the CAA.
- L. Lead-based paint (LBP): LBP coated materials and LBP chips and residue from removal activities. Lead based paint coated materials including concrete, wood, and brick shall be evaluated by the Contractor to make a formal Hazardous Waste determination to ensure the materials meet the Contractor's selected disposal facility's regulatory requirements. Reference Section 02 8300.
- M. Historic Fill and other non-hazardous contaminated, and petroleum impacted soils and sediments (NJDEP Waste Type ID 27). According to environmental investigations documented in the Site Reports of the Bid Specification, soil and groundwater contamination exists at the site in the subsurface at concentrations that exceed the NJDEP Soil and Groundwater Remediation Standards (N.J.A.C. 7:26D) but are not considered hazardous. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal to acquaint themselves with known and suspected soil and groundwater quality at the site. No allowance for additional compensation will be considered for failure to comply with this requirement. See Paragraph 1.05 of Section 01 1000 for additional information.

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

- N. Pressurized or non-pressurized gas cylinders: Discarded compressed gas cylinders containing gaseous, liquid, or physically solid residues (i.e., non-empty containers).
- O. Investigation Derived Wastes (IDW): Decontamination water, Personnel Protective Equipment (PPE), and sampling materials.

1.03 PERMITS

- A. Prepare, file and obtain any applicable state, local and federal permits, certifications, licenses or approvals. Pay all applicable fees.

1.04 QUALITY ASSURANCE

- A. The Contractor shall provide a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) for quality control and quality assurance (QA/QC) of sample collection, handling and laboratory analysis. The SAP and QAPP must address all data generation and acquisition procedures including (but not necessarily limited to) sampling methods, sample handling and custody, and laboratory analytical methods SOP. The SAP and QAPP must be prepared by a New Jersey licensed Professional Engineer or other suitably qualified professional experienced in the preparation and execution of these plans.
 - 1. All environmental testing and analysis shall be performed in accordance with the requirements of U.S. EPA and N.J.A.C. 7:26E. Soil sampling methods and procedures shall be in accordance with the NJDEP Field Sampling Procedures Manual (August 2005).
 - 2. Use a NJDEP-certified environmental testing laboratory to complete all required sample analyses.
 - 3. Decontamination procedures must be overseen and executed by trained and experienced personnel.
 - 4. Provide standard operating procedures (SOPs) for decontaminating equipment including heavy construction equipment, sampling apparatus, and transportation vehicles. Include design of a decontamination pad and account for disposal of contaminated and uncontaminated materials used in the decontamination process.
 - 5. The Contractor is solely responsible for costs incurred for re-sampling and re-analysis, if required due to the failure of the Contractor to comply with the Quality Assurance requirements of this Section.
- B. Use a Certified Industrial Hygienist (CIH) or other qualified environmental professional with at least ten (10) year's demonstrated experience of designing, overseeing and executing environmental testing sampling plans, reviewing and interpreting environmental laboratory data deliverables to provide oversight and quality control for the requirements of this Section.

1.05 SUBMITTALS

- A. Provide the following submittals to the Owner Representative:
 - 1. Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP): Provide a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) for quality control

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

and quality assurance (QA/QC) of waste characterization sample collection, handling and laboratory analysis as specified in this Section.

2. Waste Management Workplan: Prepare a detailed Waste Management Workplan that identifies the regulated waste materials that may be handled at the site and the engineering controls and techniques to be implemented to safely accomplish abatement of these materials. The Waste Management Workplan must be prepared during the pre-planning stage of the Work and submitted to the Owner Representative for review within ten (10) days of the date established for the Notice to Proceed. The Contractor is responsible for the means and methods of the removal work as well as the Contractor's workers and subcontractors' workers' health and safety; however if the Owner Representative identifies missing required content, the Contractor must revise and resubmit without additional expense to the Owner. Work may not commence until the Waste Management Workplan has been approved in writing by the Owner Representative. The Waste Management Workplan must include at minimum the following information:
 - a. List applicable state, local and federal, regulations and standards.
 - b. Identify and provide copies of all applicable state, local and federal permits, certifications, licenses or approvals.
 - c. Provide the name and qualifications of the Contractor's personnel that will oversee, manage and be responsible for Waste Management operations.
 - d. Provide credentials and copies of all licenses of the CIH or other qualified environmental professional that will provide planning, oversight and interpretation of waste characterization 3) the name, address, and NJDEP License Number for the NJDEP-certified environmental testing laboratory that shall complete all required waste characterization sample analyses.
 - e. Identify the NJDEP Registered Solid Waste Transporter(s) that will transport the waste materials off-site with the following information: name of registered transporter; type of transporter registration; address; telephone number; contact person; NJDEP solid waste transporter registration number.
 - f. Identify the selected licensed off-site disposal, recycling, reuse, or treatment facilities that will receive the waste materials with the following information: Facility Name; Facility Type; Facility Address; Telephone Number; Contact Person; Facility ID Number; EPA ID Number (as applicable).
 - g. Provide a sample NJDEP Solid Waste Origin and Disposal (O&D) Form, profile forms from receiving facilities, and any other applicable forms.
1. Load-Out Documentation: At least two (2) days before planned removal of regulated material submit: copies of all waste analyses performed for disposal, completed profile form to the receiving facility for the waste materials; approval form or letter from the receiving facility confirming that the facility will accept the waste materials.
2. Disposal Documentation: Within seven (7) days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided. Progress payments will only be made upon receipt of said documents.

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

3. Waste Management Final Report: Prior to Substantial Completion, submit a Waste Management Final Report that summarizes the waste disposal that was conducted during the project, indicating quantities of each regulated material that was removed from each area, and certifying that all of the removal and disposal conducted was performed in accordance with the applicable regulations and the requirements of this Specification. This report must be a cumulative Waste Management Report to be submitted with the following attachments:
 - a. Table or spreadsheet of the type and quantity, by weight, of each material salvaged, reused, recycled, treated, or disposed.
 - b. Record Drawings indicating the points of generation of each material.
 - c. All original disposal documentation including: results of material sampling and analysis, waste facility applications and acceptance documentation, bills of lading, generator's copies of any manifests and waste shipment records manifests, weight tickets, disposal records and recycling receipts.

4. Waste Transportation Plan: The Contractor shall submit a transportation plan with the following components:
 - a. Provide a map of the approved route(s) to be travelled by the waste haulers' trucks from the site and any off-site disposal facility to be used, and return route of empty trucks. The selected route(s) must be in conformance with all State, local and federal laws and regulations regarding the use of trucks on streets within the City of Camden and be reviewed with local officials as necessary.
 - b. Identify and provide copies of all applicable state, local and federal permits, certifications, licenses or approvals.
 - c. If required by the Owner Representative, provide a letter signed by the Camden County Police, Camden City Traffic Control Engineer or other authorized City official that the Contractor's Transportation Plan has been reviewed and approved by the City of Camden, and include all conditions, fees, payments, taxes, or bonds required of such approvals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 WASTE CLASSIFICATION SAMPLING AND ANALYSIS

- A. The Contractor shall be solely responsible for the completion of all required waste characterization sampling and analysis. Nothing in this Section may be interpreted as limiting the responsibility of the Contractor to determine and comply with all waste characterization requirements necessary to dispose of the waste materials generated by the Work. The Contractor shall be responsible to pay all associated costs required to comply with the requirements of this Section.

- B. Perform and pay for all waste classification sampling and analysis required by the receiving facilities and providing all analytical data required or requested by disposal facilities, haulers, or regulatory agencies.

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

- C. The waste classification sampling shall be performed in accordance with the requirements of the NJDEP-permitted receiving facility, the QAPP, and in accordance with the N.J.A.C. 7:26E. Waste classification sampling shall be in accordance with the NJDEP Field Sampling Procedures Manual (August 2005).
- D. Use only the NJDEP-licensed environmental testing laboratory identified in the Contractor's approved Waste Management Plan and approved in writing by the Owner Representative for performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Owner Representative.
- E. The Contractor shall be solely responsible for using and interpreting the results of the waste characterization analysis to properly segregate and classify wastes generated by the Work and make appropriate selections for the storage, stockpiling handling, and disposal of the materials based on this classification. If the Owner Representative finds that the Contractor is improperly segregating, handling or disposing of wastes through accidental or purposeful misinterpretation of the waste characterization analysis, the Owner Representative will stop the Work until the Contractor's procedures have been corrected. The Contractor will receive no compensation for any stoppages caused by the Contractor's own misinterpretation of the waste characterization analyses.

3.02 EQUIPMENT AND DECONTAMINATION PROCEDURES

- A. All equipment shall be provided to the work site free of contamination.
- B. Decontamination procedures must conform to the NJDEP Field Sampling Procedures Manual (August 2005) and other referenced standards.
- C. Decontaminate all trucks and equipment that come in contact with contaminated soil prior to their leaving the site, each and every time they leave the site.
 - 1. All vehicles must exit the site via tracking pads.
 - 2. Take measures to prevent debris from being spilled from trucks or tracked from the site onto local streets. Sweep streets adjacent to the site as necessary or as directed by the Owner Representative.
 - 3. Heavy equipment, such as vehicles and large power tools, shall have dirt and grit physically removed. The equipment shall then be steam cleaned or washed under high-pressure water spray, scrubbed with a water/mild soap solution, rinsed, and air-dried.
 - 4. Decontamination of transportation equipment that has been in contact with contaminated material shall include removal of packed soil and grit by physical means, at a minimum, wheel wash by pressure washer and removal of any exposed contaminated and uncontaminated materials, and any other decontamination procedure necessary to prevent tracking or un-manifested conveyance of contaminated or uncontaminated materials from the site.
- D. Light equipment such as hand tools and sampling equipment shall be rinsed, scrubbed with a water/mild soap solution, rinsed again, and air-dried. Equipment decontamination shall be performed at the designated decontamination area.
- E. Decontamination Pad: Decontamination shall be performed on a temporary decontamination pad designed and constructed to collect all runoff from the decontamination procedure. Remove and dispose the decontamination pad at the completion of site activities.
- F. Decontamination liquids shall be collected and disposed of in accordance with this section.

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

3.03 LOADING AND TRANSPORTATION

- A. Provide for all loading and transportation to approved and licensed off-site disposal facilities of waste materials generated by the Work as per the Contractor's Waste Transportation Plan.
- B. No waste materials may be temporarily stored away from the site for any reason.
- C. Waste material removed from the site shall be hauled by truck in accordance with applicable State, local and federal rules and regulations.
- D. Use only the NJDEP-licensed solid waste transporters and haulers identified in the Contractor's approved Waste Management Plan and approved in writing by the Owner Representative for performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Owner Representative.
- E. Trucks will remain in non-contaminated areas during all stages of the work and the Contractor is required to keep the wheels and exterior portions of the trucks free of excessive dirt and debris while on public roadways. Each loaded truck will be covered to reduce the potential of material blowing onto the roadways. If excessive dirt and/or debris is deposited on the roadways as a direct result of the Contractor's operations, the Contractor will be responsible for cleaning the affected areas of the streets in a timely manner.
- F. When trucking saturated soils from the site, either watertight trucks shall be used or loads shall be drained on-site until dripping has been reduced to minimize spillage on roads and streets.
- G. Bulk solids shall be kept several inches below the top of the vehicle body.
- H. The load shall be secured to prevent shifting or release during transport.
- I. Drivers are required to remain inside the vehicle during loading of contaminated or materials.
- J. Maintain and submit all record documents of waste transportation operations as required by this Section.

3.04 OFF SITE DISPOSAL

- A. Provide for all off-site disposal of waste materials generated by the Work. Disposal of all waste materials shall be in accordance with all applicable state, local and federal regulations and permits.
- B. Use only the NJDEP-licensed off-site disposal facilities identified in the Contractor's approved Waste Management Plan and approved in writing by the Owner Representative for performance of the work. Substitutions or additions shall not be permitted without prior written approval from the Owner Representative.
- C. Complete off-site disposal operations in full compliance with the Contractor's Waste Management Plan and Health and Safety Plan.
- D. The Contractor is solely responsible for identifying and complying with all requirements of the receiving facilities and providing all analytical data required or requested by disposal facilities, haulers, or regulatory agencies.
- E. The Contractor is solely responsible for acceptance of the waste material at the approved treatment, disposal, or recovery facilities. The Contractor shall be responsible for ensuring that the facility is properly permitted to accept the material and that the facility provides the stated treatment and/or disposal services.

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

- F. The Owner reserves the right to contact and visit the disposal facilities and regulatory agencies to verify the agreements to accept the contaminated soil and to verify any information provided by the Contractor or others.
- G. In the event that any identified and approved facility ceases to accept the contaminated soil and material or the facility ceases operation, the Contractor shall be responsible for providing an alternate approved and permitted facility. The proposed alternate facility must be approved in writing by the Owner Representative.
- H. Maintain and submit all record documents of off-site disposal operations as required by this Section.

3.05 RECORD KEEPING

- A. Waste management records include: laboratory deliverables of waste characterization analysis; completed profile forms to receiving facilities for the waste materials; approval forms or letters from receiving facilities confirming that the facility will accept the waste materials; completed bill of lading; generator's copies of waste manifests and waste shipment records; and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided.
- B. The Contractor is solely responsible for providing complete waste management records as required by this Section, including the selection of professional NJDEP-licensed environmental laboratories, waste transportation subcontractors and off-site disposal facilities that will provide accurate, legible, and complete records that comply with the established schedule for records submittal to the Owner.
- C. Progress payments will only be made upon receipt of required waste management records as proof of performance.
- D. The Owner is the designated generator of any contaminated soil and material where a Generator is required to be named. Prepare and coordinate the signing of manifests by the Owner Representative.
- E. Load-Out Documentation: At least two (2) days before planned removal of regulated material submit: copies of all waste analyses performed for disposal, completed profile form to the receiving facility for the waste materials; approval form or letter from the receiving facility confirming that the facility will accept the waste materials.
- F. Disposal Documentation: Within seven (7) days after shipment, submit copies of completed bill of lading, generator's copies of any manifests and waste shipment records, and all supporting documentation of handling and transport of waste materials from the site to approved off-site disposal facilities for each load transported from the site. If material is salvaged or scrapped, receipts must be provided.

PART 4 – MEASUREMENT AND PAYMENT

- A. All of the work specified in this Section shall be measured for payment as follows and will include payment for all equipment, labor, materials, supplies, services and everything else required to complete the work as specified:
 - 1. Remediation by excavation and disposal of petroleum impacted historic fill at area TP6:
 - a. Payment for mobilization to area TP6: The Work specified in this Section and on Drawing #1 for mobilization, clearing, and preparation for remedial excavation and

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

restoration at area TP6 shall not be measured for payment and all costs connected, related or corresponding to the Work specified in this Section shall be included in the contract Stipulated (“Lump”) Sum price for the Bid Item titled "Mobilization to area TP6"

- b. Payment for excavation and disposal at area TP6: The Work specified in this Section and on Drawing #1 for remedial excavation and restoration at area TP6 shall be measured in tons of material excavated and disposed off-site as per waste manifests and weight tickets delivered to the Owner. All costs connected, related or corresponding to the work as included in this Section and on Drawing #1, except as specified in the following paragraph shall be included in the contract Unit Bid Price for the Bid Item titled “Excavation and disposal at area TP6.”
 - c. Payment for post-excavation confirmatory samples and analysis: The work specified in this Section and on Drawing #1 for post-excavation confirmatory sampling will be measured for payment by each sample collected and analyzed, as documented by submittal of sampling and analysis documentation including certified laboratory data deliverables. All costs connected, related or corresponding to Post-Excavation Confirmatory Samples and Analysis as specified in this Section and on Drawing #1, shall be included in the contract Unit Bid Price for the Bid Item titled “Post-excavation Sample Collection and Analysis”
 - i. All post-excavation samples shall be analyzed for the following parameters:
 - 1. NJDEP EPH Category II with fractionation and contingent analyses of 25% of samples with EPH detection for VOCs+10, SVOCs + 15, TAL Metals, and PCBs per N.J.A.C. 7:26E
 - d. Payment for off-site liquid disposal: The Work specified in this Section and on Drawing #1 for off-site liquid disposal for excavation dewatering at area TP6 shall be measured in gallons of liquid pumped, treated, containerized and disposed off-site as per waste manifests and weight tickets delivered to the Owner. The liquid waste is assumed to be non-hazardous, petroleum, impacted water. All costs connected, related or corresponding to the work as included in this Section and on Drawing #1, except as specified in the following paragraph shall be included in the contract Unit Bid Price for the Bid Item titled “Off-site liquids disposal at area TP6.”
2. Characterization and disposal of PCB-contaminated investigation derived waste (IDW):
- a. Payment for Disposal of PCB-contaminated investigation derived waste (IDW) shall be measured by pound disposed off-site as per waste manifests and disposal tickets delivered to the Owner. All costs connected, related or corresponding to the work as included in this Section and on Drawing #1, except as specified in the following paragraph shall be included in the contract Unit Bid Price for the Bid Item titled “Disposal of PCB-contaminated IDW.”
 - b. For purposes of bidding it assumed that the drums contain a total weight of approximately 30,000 pounds of PCB-contaminated solids (Soil, Dirt, Rocks, Vegetative Material, Asphalt, Concrete, Clothing, Personal Protective Equipment, Plastic, Field Screening Kits, etc.) less than 500 ppm PCBs.
 - c. Bidders shall provide one unit price cost for handling and disposing of drummed wastes contaminated with a concentration less than 50 parts per million (ppm) PCB and one unit

SECTION 02 8000
ENVIRONMENTAL REMEDIATION & WASTE DISPOSAL

price cost for handling and disposing of drummed wastes contaminated with a concentration equal to or greater than 50 parts per million (ppm) PCB but less than 500 ppm PCB.

END OF SECTION 02 8000