



CITY OF PLAINFIELD

BID SPECIFICATIONS

For
ENVIRONMENTAL CONTRACTING –
UNDERGROUND STORAGE TANK AND SOIL REMOVAL

AT
401-411 Cleveland Ave. Site
City Of Plainfield
Union County, New Jersey

Bids to be received by 12:00PM, February 20, 2013

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A. Site Diagram

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Plainfield will receive sealed bids for ENVIRONMENTAL CONTRACTING SERVICES, as described in the project specifications. Bids will be received until Friday, February 20, 2013 at 11:00 AM prevailing local time by the PURCHASING DIVISION, CITY HALL, 515 WATCHUNG AVENUE, PLAINFIELD, and NEW JERSEY 07060, at which time the sealed bids will be publicly opened and read aloud.

Bidding is limited to firms maintaining valid certification by the NJDEP to perform closure of regulated underground storage tanks.

Drawings, specifications, and Bid Proposal forms may be obtained from the City Purchasing Agent's Office, 515 Watchung Avenue, Plainfield, New Jersey, 07060 during regular business hours (8:30 am – 4:30 pm).

Perspective bidders are hereby notified that an original and one (1) copy of the entire bid package must be submitted to the City

Bids must be on the bid form prepared by City of Plainfield, in the manner designed therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and bearing on the outside reference to the particular work bid upon. Said bids shall be addressed to CindyLea K. Weber, Purchasing Agent, City of Plainfield Division of Purchasing, 515 Watchung Ave., Plainfield, NJ 07060 and are to be delivered to the City Clerk's Office 515 Watchung Ave., Plainfield, NJ 07060 before said bids are read aloud on the date and time prescribed.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the City of Plainfield in an amount not less than ten percent (10%) of the amount of the bid, but in no case in excess of \$20,000. Any such bid bond shall be without endorsement or conditions. Bid shall also be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bond.

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the City of Plainfield in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the City of Plainfield in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq N.J.A.C.17:27 (And Affirmative Action), P.L.1963 c150 (New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990(42 U.S.C. 1201.et.seq.)

The contractor is further notified that they must comply with P.L. 1977, c.33, and submit a disclosure Statement listing stockholders with his bid.

The contractor is further notified that they must comply with P.L. 1999, c.238 Public Works Contractor Registration Act and he and any subcontractors must be registered in accordance with the act.

The contractor is further notified that they must comply with P.L. 2004, c.57 and submit proof of business registration and submit proof of business for any named subcontractors in accordance with the act.

Purchasing Agent
City of Plainfield

GENERAL INSTRUCTIONS TO BIDDERS

- A. **BIDS.** The City of Plainfield, Union County, New Jersey (hereinafter referred to as “OWNER”) invites sealed bids pursuant to the Notice to Bidders.
- B. **SUBMITTAL OF BIDS.** The bid Proposal Form and other required bid documents shall be submitted, in a sealed envelope: (1) addressed to the OWNER as follows: City Purchasing Agent Office, 515 Watchung Avenue, Plainfield, New Jersey, 07060 (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: “401-411 Cleveland Ave. Site – UST Removal”. It is the bidder’s responsibility to see that bids are presented to the OWNER on the hour 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 overnight mail, the designation in this section must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- C. **INTERPRETATIONS OR ADDENDA.** 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. Bidders are expected to examine the specifications and related 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. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

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’S representative stipulated in the bid. 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. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11—23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The OWNER’S interpretations or corrections thereof shall be final.

- D. **FAMILIARITY WITH SITE CONDITIONS.** Each bidder must fully acquaint himself/herself with the existing conditions relating to the construction and labor, and should fully inform himself/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The bidder should thoroughly examine and familiarize himself/herself with the drawing, technical specifications, special conditions, addenda (if any) and all other contract documents. The contractor by execution of the contract shall in no way be

relieved of any obligation under it due to himself/herself failure to receive or examine any form of legal instrument or failure to visit the site and acquaint himself/herself with the conditions there existing and the City will be justified in rejecting any claim based on the facts regarding which he/she should have been on notice as a result thereof.

- E. ALTERNATE BIDS. No Alternate bids will be considered except those alternative bids specifically requested by the technical specifications, and Bid Forms.
- F. NON-COLLUSION AFFIDAVIT. Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall examine and attach thereto, an affidavit on the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

Before executing any subcontract the successful bidders shall submit the name of any proposed subcontractors for prior approval by the City.

- G. CHAPTER 33 PUBLIC LAW OF 1977/STOCKHOLDER DISCLOSURE. Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any state, county, municipal or school district contract for the performance of any work or the furnishing of any material or supplies, unless prior to receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement which shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater interest therein. Each bidder submitting a bid for this project shall complete and attach thereto the Stockholder Disclosure Certification herein provided.
- H. AFFIRMATIVE ACTION REQUIREMENTS. Contractors shall comply with N.J.S.A. 10:5-31 et. seq. (N.J.A.C. 17:27), Mandatory Affirmative Action Language, Construction Contracts, Exhibit B a copy of which is attached. Bidders shall complete, sign and return this with the bid.

Each bidder shall complete and sign the Affirmative Action Compliance Notice, and return affirmative action Form AA-201 Initial Project Manning Report-Construction before the contract is awarded. The successful bidder shall also submit Form AA-202 Monthly Project Workforce Reports.

The City has passed Affirmative Action Ordinance dated September 8, 1981, the provisions of which will be referenced in any contract resulting from this solicitation.

- I. BUSINESS REGISTRATION OF PUBLIC CONTRACTORS Pursuant to P.L. 2004, c 57 (Chapter 57) NJSA 52:32-44, all prospective bidders (as well as any subcontractors) must provide proof of State of New Jersey business registration. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

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

(tiers) of the project.

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (c.52:32-44 et al.) of subsection e. or f. of section 92 of P.L. 1977, c.110 (c.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

- J. NJDEP UST Contractor Certification. All prospective bidders must provide proof of the firm's certification by the New Jersey Department of Environmental Protection to perform closure of regulated underground storage tanks (USTs).
- K. EMPLOYMENT OF VETERANS. The contractor agrees to provide certification that special consideration consonant with existing applicable collective bargaining agreements and practices, shall be given to the employment on the project of qualified Vietnam-Era Veterans, as defined in 38 USC 2011(2)(A).
- L. PREVAILING WAGES. Pursuant to N.J.S.A. 34:11—56.25 et seq., successful bidders 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 will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

In addition, because Federal funds will be used on this project, wages must meet the locally prevailing wage rates in effect at the time the contract is executed, in accordance with the provisions of the Davis-Bacon Act. The current prevailing wages based on a determination by the U.S. Department of Labor are provided in Appendix 3. In the case of discrepancy between the prevailing wage and the Davis Bacon rates, the higher rates shall apply. Any question regarding the N.J. prevailing wages, please call 1-609-292-2259. Or write:

Public Contracts Section
Office of Wage and Hour Compliance
N.J. Department of Labor CN389
Trenton, N.J. 08625-0389

M. EQUAL EMPLOYMENT OPPORTUNITY. Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. As per N.J.S.A. 10:5-31 ET seq; NJAC 17:27

N. LUMP SUM AND UNIT PRICES. The lump sum price for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the lump sums bid for each item represents the total bid. Any bid not conforming to this requirement may be rejected.

The unit price for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item for the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. The special attention of all bidders is called to this provision. Should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work shall not increase or decrease the original contract price by more than twenty percent (20%), except for work not covered in the drawings and technical specification as provided for or conditions specified in the special conditions.

O. Estimated Quantities (Open—End Contracts). 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. 5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

P. PERMITS. Successful bidder 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 include this cost in the bid price agreement.

Q. CORRECTIONS. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

R. TIME FOR RECEIVING BIDS. Bids received prior to the advertised hour of opening will be securely kept and sealed. The officer whose duty is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if any sense subject to misinterpretation shall make the bid so modified or amended, subject to rejection.

- S. OPENING OF BIDS. At the time and place fixed for the opening of bids, the City will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities.
- T. WITHDRAWAL OF BIDS. Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the bidder is received by the City before the time set for the bid opening, The bid guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly, therein.
- U. AWARD OF CONTRACT; REJECTION OF BIDS. The contract will be awarded to the lowest responsible bidder. The bidder to whom the award is made will be notified at the earliest possible date. **The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the city's interest.** Award of the contract may be subject to review and approval by such County, State or Federal departments having jurisdiction over the project.
- V. NOTICE OF AWARD; NOTICE TO PROCEED. The successful bidder, when selected, will be notified by telephone, e-mail, or letter, and within ten (10) calendar days after notice of award of the contract, shall execute the contract and furnish and deliver to the City Purchasing Agent performance and payment bonds and acceptable certificates of insurance as required by the contract. Both copies of the bid form will be dated, signed on behalf of the City and one fully executed copy will be returned to the successful bidder.
- W. SUBCONTRACTORS. If the bidder intends to use subcontractors, the bidder shall indicate the subcontractor's name, address, municipality, state, ZIP and telephone number and building trade for each subcontractor. The contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a non-collusion affidavit for the subcontractor on the form provided herein and has received written approval of such subcontractor from the City. The contractor shall be fully responsible to the City for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by the entity. Nothing contained in the contract shall create any contractual relation between any subcontractor and the City.

Needs

- X. WARRANTY AND RELEASE OF LIENS. Upon satisfactory completion of the

project the contractor is to complete "Warranty Work Completed" and "Release of Liens" forms.

- Y. BID DOCUMENT CHECKLIST. Pursuant to NJSA 40A:II-23.I, the bid document checklist must be completed and submitted with your bid.

END OF GENERAL INSTRUCTIONS SECTION

PROJECT SCOPE

Project Description

The work tasks described in this Section (the Project) include UST activities at the property located at 401-411 Cleveland Avenue in the City of Plainfield, Union County, NJ (the Site). The site is a brownfields property, i.e., an underutilized property with former industrial usage that the City of Plainfield (the City) seeks to redevelop upon completion of investigation and remediation of environmental issues. The objectives of the Project are to remove the USTs at the property, to facilitate the completion of the environmental assessment of the property. perform remedial actions at the site, the results of which will support the City's intended future request to the New Jersey Department of Environmental Protection (NJDEP) for a determination of No Further Action, so that the site may be redeveloped for affordable housing uses.

Site investigation of the property to date has not found evidence of a release of petroleum or hazardous substances. However, for the purposes of planning and executing this Project, the bidder/contractor should consider the site a hazardous waste site, as such term is used by Federal OSHA regulations. The contractor shall comply with State and Federal regulations relating to safety planning and practices, worker training, etc., for hazardous waste operations.

The U.S. Environmental Protection Agency (USEPA) has awarded a Brownfields Assessment Grant for multiple petroleum sites to the City. The City intends to use monies from this grant to fund the Project. The City and the USEPA have executed a Cooperative Agreement which specifies the terms of use of USEPA funds; the terms and conditions of the Cooperative Agreement are provided in Appendix 2. The Cooperative Agreement, the USEPA regulations pertaining to brownfields, and the various City contract requirements are explicitly included in this solicitation and in any resulting contract.

Site Description and History

The property known as the 4th and Cleveland Parking Lot is situated to the east of the intersection of E. 4th Street and Cleveland Avenue in Plainfield. The site consists of two tax lots – Block 836, Lots 15 and 16, which adjoin to form an “L” shaped parcel of approximately 0.29 acres. The property is owned by the City, and is currently vacant. The property was formerly used as a gasoline station, and has also been used as by the City as municipal parking lot. The former station buildings were demolished by the City's contractor in 2010.

The City performed Site Remediation activities including a Preliminary Assessment in 2010: The PA Report will be supplied to firms responding to this solicitation, upon request. A Site Investigation was begun in 2011 and is not completed; removal of the USTs described herein was identified as necessary to facilitate the completion of the SI.

Three leaded gasoline USTs and one waste oil UST are registered at the site, according to NJDEP records. The locations of the USTs were identified during the PA and confirmed by a geophysical survey. The three former gasoline USTs are located on Lot 15, near the northwestern end of the property. The USTs are under a concrete pad.

The size of these USTs is not recorded in NJDEP records, and is not certain. For the purposes of preparation of cost estimates in response to this solicitation, please assume that these USTs are 10,000 gallons in size, and are of steel construction.

The waste oil UST is located near the southern end of Lot 15. It was partially unearthed during site demolition activities, and was estimated to be between 550 to 1,000 gallons in capacity.

The current contents of fluids and/or sludges in any of these USTs is not known.

A Site Diagram (Figure 3 of the PAR), showing the approximate locations of the four USTs and other site features, is provided as Attachment A.

Summary of Scope of Work

The general scope of work associated with the Project includes the following tasks, as described in further detail in this section and in the Technical Specification sections:

1. Preliminary activities including securing of permits, notifications to municipal officials and utility companies/utility one-call service, preparation of site signage, Site-specific Health and Safety Plan (HASP), contractor mobilization, implementation of soil erosion measures if required, etc. Temporary construction fencing shall be installed to enclose the work area, and maintained for the duration of the project
2. Demolition and removal of the asphaltic or concrete paving slab remaining from the former site buildings, and offsite disposal of demolition debris. This task shall be performed in compliance with the applicable NJDEP standards and guidance including Guidance for Characterization of Concrete and Clean Material Certification for Recycling (January, 2010) and applicable Technical Specifications provide in this invitation to bid, including Section 201.
3. Closure of the four USTs, including sampling, waste characterization and offsite disposal of tank contents; excavation and offsite disposal of the tanks and appurtenant piping and equipment, all in accordance with applicable regulatory requirements.
4. Restoration of the Site work areas, including acquisition and placement of backfill in the tank excavations and any other areas of excavation. The task further includes the placement of topsoil, fertilizing, and reseeding of the site in areas that were unpaved at project start, and repaving of areas that were paved at project start. .

Project Tasks

The work for the tasks outlined in the following subsections shall be performed as outlined in these subsections, and in accordance with the Technical Specifications and project drawings supplied with this bid request.

Task 1 – Site Preparation and Mobilization

This task will include the preliminary activities to be completed prior to

commencement of onsite work. The contractor shall perform these activities in accordance with the provisions of this section and in accordance with the Technical Specifications – Section 1100. The Contractor shall secure any permits needed for the project, including (but not limited to) construction/demolition or tank removal permits from the City of Plainfield building or Fire Safety officials. Before onsite activities are commenced, the Contractor shall provide any required notifications to municipal, State or Federal agencies, and to the New Jersey One-Call utility notification system. In addition, prior to mobilization to the site, the contractor shall prepare a Site-specific Health and Safety Plan (HASP) in accordance with applicable OSHA regulations.

The contractor will then mobilize the contractor's forces and equipment necessary for performing the work required under the Contract. The contractor will construct or install silt fencing and other measures if necessary to comply with New Jersey regulations pursuant to the Soil Erosion and Sediment Control Act.

- Site security measures must be planned and implemented to prevent entrance by the public to the areas of excavation during construction (Task 2) activities, and during any period that the site will be left unattended. The use of properly secured temporary construction fencing will meet this requirement.

Task 2 – UST Closures

The contractor shall perform closure of the four USTs on the site. UST closure activities shall include emptying of the tanks and proper disposal of the contents; exposing and excavating the tanks and appurtenances; dismantling, as needed, of the tanks and transport to an appropriately licensed disposal or recycling facility. The recycling or disposal facility(ies) will be selected and contracted by the contractor. This task shall be performed in compliance with the NJDEP Underground Storage Tank Rules (N.J.A.C. 7:14B), the requirements for UST closure (7:26E-2.1, 7:26E-6.3), and other applicable NJDEP guidance, applicable guidance published by American Petroleum Institute (API), and applicable Technical Specifications provided in this invitation to bid. The contractor performing the UST closure will hold any required certifications or licenses from the State of New Jersey permitting the firm to perform such work. The NJDEP requirements for licensed supervisory personnel (e.g., Licensed Site Remediation Professional), will be fulfilled by the Site Engineer, to be retained separately by the City. The locations of the tanks are shown on the Site Plan and they are described as follows.

- UST Nos. 1, 2, and 3 are estimated to be 6,000-gallon steel tanks, formerly used to store gasoline.
- UST No. 4 was formerly used to store waste automotive oil and other automotive fluids. For the purposes of preparing a cost estimate, assume that the tank is between 550 and 1,000 gallons in size, and regulated.

The volume and composition of the current contents of the USTs is unknown. For purposes of responding to this bid, assume that waste liquids and/or sludges are recovered from each UST, in the quantities estimated on the Bid Price Form.

The contractor shall supply copies of documentation of proper disposal of tank contents and the tanks to the Site Engineer; the identity of the Site Engineer will be provided to the Contractor upon project award.

- Assume that the three gasoline USTs are adjacent and side by side, and their excavation will form one pit of approximately 2,000 square feet.
- Assume that no over excavation of subsurface soil will be performed.
- Post-excavation soil sampling will be performed by the Site Engineer, and facilitated by the Contractor as necessary. Backfill of the excavations will not be delayed pending the results of analyses of these samples. Rather, arrangements must be made to begin backfill of the excavations immediately upon completion of the UST removals.
- The three gasoline USTs are located under concrete and/or asphalt paving. Removal of paving materials must be limited to the areas necessary to excavate the USTs. The consultant will be responsible for proper disposal of these materials. For the sake of preparation of cost estimates, assume that these materials can be disposed of at a recycling facility within 100 miles of the site. Assume that 45 cubic yards of these paving materials will be generated.
- Assume that some soil, tank pit backfill gravel, etc. will be excavated ancillary to the process of excavating the tanks and appurtenances. The consultant will be responsible for determining if, based on field evidence, any or all of this material should be treated as potentially petroleum-contaminated. If so determined, the materials must be tested and disposed of accordingly. For the sake of comparative cost estimates, please assume that 20 cubic yards of these materials are generated, and that they are classified as NJ ID-27 contaminated soil, and that they are not classified as RCRA hazardous waste. The Site Engineer will also be assigned a responsibility to determine that any excavated material exhibits evidence of petroleum contamination and, therefore, should be sampled and staged onsite. If neither the contractor nor the Site Engineer concludes that excavated materials contain evidence of petroleum contamination, the materials can be returned to the excavation as clean backfill.
- The Contractor will observe and record observations regarding the conditions of the removed USTs, including the presence of any holes. The Contractor will observe and report conditions within the excavations, including the presence or absence of groundwater, and the presence or absence of any evidence of a release, including the presence of petroleum

liquids, stained soil, petroleum odors, etc. These observations shall be transmitted by the Contractor to the Site Engineer.

Task 3 - Site Restoration

This task will include the restoration of the site after tank removal and backfill work is completed, and includes placement of topsoil, fertilizing, and reseeding of the site, and repairs to/replacement of any paving that was damaged by the project work. New paving will match the materials and construction profile of the existing paving. This task further includes the contractor's final site clean up and demobilization from the site. The Contractor shall repair or replace in a manner acceptable to the Project Manager any public or private property which may have been damaged or destroyed during the prosecution of the work. The Contractor shall leave the site and adjacent public and private property in a neat and presentable condition wherever his work operations have disturbed conditions existing at the start of the work. Areas designated as staging areas must be returned to original or better condition, subject to approval of the Site Engineer upon completion of work by the Contractor.

All construction debris and excess material shall be disposed of by the Contractor at an NJDEP- approved recycling or landfill facility.

These tasks shall be performed in accordance with the any applicable Technical Specifications, including Sections 805, 806, 808, 809, and 909.

Payment

Compensation to the contractor for performance of the project tasks described in this section will be made on the basis of a combination of lump sum and unit costs, based on the bids provided by the contractor on the Bid Price Form.

END OF SECTION

City of Plainfield
NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

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

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 _____, and that I executed the said proposal with
(title of bid proposal)

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 _____
(name of contracting unit)

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 _____.

Subscribed and sworn to

before me this day

_____, 2_____

(Type or print name of affiant under signature)

Signature

Notary public of

My Commission expires _____

(Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

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

OR

_____ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Indicate the type of business organization:

___ Partnership ___ Corporation ___ Sole Proprietorship

___ Limited Partnership ___ Limited Liability Corporation

___ Subchapter S Corporation

Stockholders

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Subscribed and sworn before me
this day of _____, 2010 _____ (Affiant)

(Notary Public) _____ (Print Name & Title

Affiant)

My Commission expires: _____ (Corporate Seal)

**AMERICANS WITH DISABILITIES ACT OF 1990 – Compliance
Agreement**

Equal Opportunity for Individuals with Disability

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the “ACT”) (42 U.S.C. 512101 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 thereunto, 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 other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by a 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 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 proceedings 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 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.

AMERICANS WITH DISABILITIES ACT _____
COMPANY NAME

DATE: _____ SIGNATURE _____

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____

Title: _____

CONSENT OF SURETY

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

TO: _____
(OWNER)

Re: _____
(CONTRACTOR)

(PROJECT DESCRIPTION)

This is to certify that the _____
(SURETY COMPANY)

will provide to _____ a performance _____
(CONTRACTOR)

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

(Authorized Agent of Surety Company)

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally approved or sanctioned Affirmative Action Plan -(good for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report, issued in accordance with N.J.A.C 17:27-4.

OR

3. An Affirmative Action Employee Information Report (Form AA302, issued in accordance with N.J.A.C 17:27-4.)

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L.1975, C.127.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 and N.J.A.C 17:27 and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

MANDATORY AFFIRMATIVE ACTION LANGUAGE CONSTRUCTION CONTRACTS

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27
EXHIBIT B

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

- a. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form 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 non-discrimination clause.
- b. 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, sex, affectional or sexual orientation.
- c. 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.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by section 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 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 female workers is equal to or greater than the applicable employment goal prescribed by section N.J.A.C. 17:27-7.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

(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 (3) days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. Seq., as it is supplemented and amended from time to time. If the contractor or subcontractor, is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the contractor or subcontractor agrees directly to attempt to hire minority and female workers 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 sufficiently minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared directly to hire minority and female workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees immediately to take said action if it determines or is so notified by the Division that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of the preceding provisions (A) above, or if the contractor or subcontractor 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 goal:

(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 manpower needs, and request the referral of minority workers and female workers;

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

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

(4) To leave standing requests for additional referral of minority and female workers with the local construction trade union if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources 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 female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor on any other construction site in the area 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 female workers apply or are referred to the contractors or subcontractor:

a. If said individuals have never previously received any document or certification

signifying a level or qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided, however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker's skills and experience classification determination which may have been made by a Public Agency compliance officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (C) below.

- b. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- c. If for any reason said contractor or subcontractor determines that a minority individual or female qualifies, is not qualified, or if the individual qualifies as an advanced trainee or apprentice, said contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency compliance Officer and the Division.
- d. To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract and on forms made available by the Division and shall be submitted promptly to that Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in the preceding provision (B) shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions of any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journey workers and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minority and females or the failure to refer minorities or females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees 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 the preceding provision (B), it shall, where applicable, employ minority and female 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)**

DATE: _____

SIGNATURE _____

COMPANY NAME _____

BIDDER REFERENCES FORM

GENERAL BUSINESS REFERENCES: (From Trade)

REFERENCE NO. 1

Name, Address and Tel. No. _____

Nature of Business _____

REFERENCE NO. 2

Name, Address and Tel. No. _____

Nature of Business _____

REFERENCE NO. 3

Name, Address and Tel. No. _____

Nature of Business _____

CONTRACTS ON HAND

Project Description	Contract Amount	Expected Date of Completion
----------------------------	------------------------	------------------------------------

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

A1. _____ \$ _____

A2. _____ \$ _____

A3. _____ \$ _____

A4. _____ \$ _____

A5. _____ \$ _____

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

B1. _____ \$ _____

B2. _____ \$ _____

B3. _____ \$ _____

B4. _____ \$ _____

B5. _____ \$ _____

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 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.

Failure to deliver this with the executed contract shall be cause for declaring the contract null and void.

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 deliver this 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

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 and any maintenance bonds required have been executed and approved by the OWNER.

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

INSURANCE AND INDEMNIFICATION

A. Insurance Requirements

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

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$500,000.

2. General Liability Insurance

This insurance shall have 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

This insurance covering bidder 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.

B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER and the U.S. Environmental Protection Agency (EPA) as an additional insured.

C. Indemnification

Successful bidder will indemnify and hold harmless the OWNER and the EPA from all claims, suits or actions and damages or costs of every name and description, to which the OWNER or EPA may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, 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 agreement.

NEW JERSEY PREVAILING WAGE RATES
Subject to verification and update at time of project award

BRS to INSERT WAGE RATES FROM NJ DOL WEBSITE

http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html

BID PRICE FORMS
USTs REMOVAL AT THE 401-411 CLEVELAND AVE. SITE

Instructions: Fill in all sections using ink or typewriter. All figures must be given in numbers and word.
Forms which are improperly filled or which are illegible will subject the entire Bid to rejection.
Bidder shall provide figures in Bid Summary section of Bid Form.
Bids submitted shall be evaluated based on the Total Bid amount. Each bidder must provide costs for all Bid Items. Incomplete Bids will be subject to rejection.
Bids and bid prices must include all work necessary for completion of the work as indicated in the project plans and specifications, including permits, fees, and coordination with permitting agencies.
Bids are to be provided for quantity estimated as is shown below. The City of Plainfield is not responsible for quantities estimated.

BID SUMMARY

After having examined the specifications to become familiar with all of the conditions associated with the proposed work including the availability of labor and materials, the Contractor proposes to furnish all labor, materials, and supplies and to implement the project in accordance with the drawings and specifications at the unit prices specified in the Price Form and the total price stated below, which is to be considered full payment for all expenses incurred in performing the work required.

TOTAL PRICE

The total amount of proposal (from Price Form) is:

(Amount in Words)

Dollars \$_____

(Amount in Numbers)

CONTRACT TERMS AND CONDITIONS

The terms and conditions required by the Owner for this project will be provided to the Contractor when project is awarded.

Address at which the Contractor can be contacted:

Telephone number at this address or number at which Contractor can be contacted:

Email address at which Contractor can be contacted:

Respectfully submitted:

Print Name

Title

Signature

Date

PRICE FORM
USTs REMOVAL AT THE 401-411 CLEVELAND AVE SITE

Task No.	Description	Estimated Quantity	Unit	Unit Rate (\$)	Total Cost (\$)
1.0	Task 1 - SITE PREPARATION and MOBILIZATION				
a.	Preliminary Activities, including preparation of HASP; SESCO compliance; site preparation, including security fencing; permits; and mobilization.	1	LS	(N/A)	
b.	NJDEP Facility Registration Fee	1	LS	(N/A)	\$1,550.00
2.0	Task 2 - SITE DEMOLITION				
a.	Demo and disposal of paving, surface debris, and soil, as necessary to effect removal of USTs. For the purpose of estimating disposal costs, assume no contaminated materials.	15	Cubic Yards	\$	
b.	Waste classification laboratory analyses	1	Sample	\$	
3.0	Task 3 – UST CLOSURES				
a.	Closure of gasoline USTs. Each tank is estimated at 6,000 gallons capacity. Bid should provide for UST size of up to 7,500 gallons each, to include no change in scope or cost.	3	EA	\$	
b.	Closure of one waste oil UST. 550 to 1,000 gallons estimated capacity.	1	EA	\$	
c.	Disposal of tank contents, including any required laboratory analyses – gasoline USTs	1,800	Gallon	\$	
d.	Disposal of tank contents, including any required laboratory analyses – waste oil UST	200	Gallon	\$	
4.0	SITE RESTORATION				
a.	Acquire, place and compact backfill in tank excavation areas.	400	Tons	\$	
b.	Topsoil placement and seeding of disturbed areas that were previously unpaved.	600	SF	\$	
c.	Replacement of asphalt paving in disturbed areas that were paved at the start of project.	3,000	SF	\$	
d.	Demobilization/ Final Cleanup	1	LS	(N/A)	
5.0	CONTINGENCY				
	Contingency for Unforeseen Conditions, upon written authorization	1	LS	(N/A)	\$5,000
Total Estimated Cost Include contingency and facility registration fee in Total.					

City of Plainfield
BID DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	□ □ □
<input type="checkbox"/>	Bid Price Form	□ □
<input type="checkbox"/>	References, provided by bidder	□
<input type="checkbox"/>	Status of Present Contracts, provided by bidder	□ □ □
<input type="checkbox"/>	Receipt Of Addendum	
<input type="checkbox"/>	Equipment Certification	□ □ □
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	□
<input type="checkbox"/>	Public Works Contractor Certificate	□ □ □
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	□ □
<input type="checkbox"/>	Mandatory Affirmative Action Language	□ □ □
<input type="checkbox"/>	Prevailing Wage	□ □
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	□ □ □
<input type="checkbox"/>	Proof of Business Registration	
<input type="checkbox"/>	Pay To Play Disclosure	

TECHNICAL SPECIFICATIONS

SECTION 00101	GENERAL INFORMATION
SECTION 00107	LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC
SECTION 00201	CLEARING SITE AND DEMOLITION
SECTION 00202	DISPOSAL OF SOIL AND REGULATED WASTES
SECTION 00212	SOIL EROSION AND SEDIMENT CONTROL
SECTION 00614	FENCES
SECTION 00805	PREPARATION OF SOIL
SECTION 00806	TOPSOILING
SECTION 00808	FERTILIZING AND SEEDING
SECTION 00809	TOPSOIL STABILIZATION
SECTION 00909	LANDSCAPING MATERIALS
SECTION 01100	SITE PREPARATION AND MOBILIZATION
SECTION 03000	BACKFILL AND TOPSOIL

SECTION 00101 - GENERAL INFORMATION

101.1 GENERAL

Certain technical specifications for the project are based on, and/or make reference to the State of New Jersey Department of Transportation (NJDOT) Standard Specifications (2007 Edition, unless otherwise specified). These are available on the web at: www.state.nj.us/transportation/eng/specs/2007/Division.shtml. When used in these technical specifications, the terms State, Department, Commissioner, Engineer and other officials or employees of the NJDOT, or pronouns used in place of them, shall be construed to refer to the site Owner and its officers, employees and authorized representatives. The term "Site Engineer" means the Environmental Engineers for the City. The term "Project Manager" means the employee or consultant for the Owner, assigned to oversee the project, the Contractor, and the Site Engineers, on the City's behalf. These parties will be identified to the Contractor at the time of project award.

101.2 RELATED DOCUMENTS

In addition to these bid documents and the specifications provided herein, this solicitation references the related documents itemized below:

- A. Preliminary Assessment/Phase 1 ESA Report, Former Retail Petroleum Service Station, 401-411 Cleveland Avenue, Plainfield, NJ (Dewberry, March 2010)

This document will be made available to prospective bidders upon request to the City's purchasing agent.

101.3 WORK COVERED BY BID DOCUMENTS

This project consists of the following tasks, as described in further detail in the Project Scope section of the solicitation:

1. Preliminary activities including securing of permits, notifications to municipal officials and utility companies/utility one-call service, preparation of site signage, Site-specific Health and Safety Plan (HASP), contractor mobilization, etc.
2. Demolition and removal of the concrete slab remaining from the former site buildings.
3. Closure of the three USTs, including sampling, waste characterization and offsite disposal of tank contents; excavation and offsite disposal of the tanks and appurtenant piping and equipment, all in accordance with applicable regulatory requirements.
4. Excavation and offsite disposal of contaminated soil, at the direction of the Site Engineer, to be retained by the City.
5. Restoration of the Site work areas, including acquisition and placement of backfill in the tank excavations and any other areas of excavation. The task further includes the placement of topsoil, fertilizing, and reseeded of the site, and installation of permanent fencing.

More complete description and additional information is provided in the task details below and in the additional Technical Specifications portions of this document.

101.4 BID WALK

No bid walk is scheduled. The property may be viewed from the adjoining public sidewalk, but may not be accessed prior to the bid date.

101.5 CONTRACT TERMS AND CONDITIONS

A. Pricing

Omission from this bid package of details of work which are necessary to carry out the intent of the solicitation, or which are customarily performed, shall not relieve the Contractor from performing the omitted work, but they shall be performed as if fully and correctly set forth and described in the bid package. The bid prices (unit cost and/or lump sums) provided by the contractor on the Bid Price Form, included in this bid package, shall be the basis for full payment for all work and materials required to complete the work.

The Contractor shall include all costs of doing the work within the lump sum bid prices and unit cost items as indicated on the bid price form. The price form includes estimated quantities based upon the building inspection reports and project plans, also included in this package. If the contract plans, contract provisions, addenda, or any other part of the contract requires work that has no corresponding unit cost and/or lump sum price in the Bid Price Form, the cost of such work shall be incidental and included within the bid price (Lump Sum) in the contract.

The Bid Price shall cover the full cost of all work, labor, material, tools, plant and appurtenances of every description necessary to complete the work, overhead and other costs, and Contractor's anticipated profit.

All Contract Documents and copies thereof are furnished by the Owner for use only on the project herein described and, with the exception of these sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Owner. The Contract Documents shall not be used in connection with any other project.

The Contract Documents comprise the entire agreement between the Owner and the Contractor and may be amended only as herein described.

B. Basis for Payment

Upon award of the contract the successful bidder shall prepare a time schedule and a schedule of values for work that is to be completed for all portions of the project. The schedule of values shall be divided into the several project tasks of the bid, as shown on the Bid Price Form. The schedules of value for each subtask shall add up to the total amount bid for each task. The schedule of values shall be used as the basis for payment applications by the contractor. The schedule of values may include both lump sum and unit cost line items. The contractor shall submit the payment application to the Project Manager for review. Once the payment application has been approved, the Project Manager will notify the city in writing that the application is acceptable for payment.

C. Time to Complete

The length of the contract shall be 120 calendar days from the date of the notice to proceed. All work of the contract shall be complete within this time frame including the completion of final punch list items and submission of final invoices.

D. Conflicts

Should conflicts be found between the various specifications or between the specifications, the project plans, and the Contract Documents, the most stringent conditions shall govern.

END OF SECTION 00101

SECTION 00107 - LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

107.05 PERMITS, LICENSES AND TAXES

Prior to the start of any work within State, County or local rights of way, the Contractor must obtain road opening permits from the New Jersey Department of Transportation, the County Road Supervisor, or the local road supervisor as appropriate.

The Contractor is also responsible for acquiring any permits required for demolition and construction activities from City agencies, City utilities, and public utilities.

The Contractor shall be responsible for obtaining the approval and acceptance of his work that is to meet the requirements of entities other than the Owner.

The Contractor shall apply for a permit to use water from hydrants or other outlets, and the use of water shall be subject to the charges, rules, and regulations of the Utility Owner. The Contractor shall be responsible for any damage to hydrants, water mains, house connections, or meters resulting from his use of the utility during the prosecution of the work.

IT IS NOT INTENDED THAT THE WORK SHALL IMPACT ANY ENVIRONMENTALLY SENSITIVE AREAS, HOWEVER THE CONTRACTOR SHALL BE FULLY AWARE OF THE ENVIRONMENTALLY SENSITIVE AREAS.

The contractor shall fulfil all other permit requirements which may include but are not limited to a Union County Soil Conservation District Soil Erosion and Sedimentation Control (SESC) permit. The contractor will comply with the approved version of the SESC plans.

The Contractor shall provide the Project Manager with one (1) copy each of all required permits and each original Notice of Authorization certificate pertaining to any NJDEP permits. It shall be the Contractor's responsibility to be aware of and to abide by the requirements of said permits.

The Contractor shall keep one (1) copy of each permit at all times in a safe location at the project site and they shall be readily accessible for public inspection. The Notice of Authorization certificates shall be prominently displayed in public view in such manner that they are maintained safe from construction activity and from other potential sources of defacement or harm.

END OF SECTION 00107

SECTION 00202 – DISPOSAL OF SOIL AND REGULATED WASTES

202.03.07 Disposal of Soil and Debris

Dispose of regulated material as specified in [202.03.08](#). Dispose of excess soil at approved landfills according to applicable Federal, State, and local laws, rules, and regulations. For excavation not designated as regulated material or APS (acid-producing soil), provide the following before removing the excess excavation from the Project Limits.

- A. At least 10 days before disposing, submit the disposal procedure and location to the Project Manager for approval. Do not dispose of excavation on property proposed to be or used for parks, playgrounds, and other recreational purposes; educational facilities; environmentally sensitive areas such as wetlands; historic sites; or within sight of a State highway during all seasons.
- B. On a Department provided form, obtain the property owner's notarized authorization of the acceptance of the excess material and where it is being placed.

Once material leaves the Site, the Contractor is responsible for ensuring that the handling procedures, placement method, and disposal location are according to applicable Federal, State, and local laws, rules, and requirements, including permits that may be issued for the Project. If the disposal of excess material results in a violation notice from any governmental authority, immediately correct the violation. Indemnify and defend the Owner for any violation incurred, penalty assessed, or any claims, suits, losses, demands or damages of whatever kind or nature arising out of, or claimed to arise out of, the improper disposal of excess materials.

If the Contractor does not correct the violation to the satisfaction of the governmental authority that issued the violation notice, the Contractor is responsible for assessed penalties including costs incurred by the Department to remedy the violations.

Dispose of other material or debris as specified in [201.03.09](#).

202.03.08 Disposal of Regulated Material

The Contractor shall load, transport, and dispose of regulated materials or wastes according to Federal, State, and local laws, rules, and regulations and as specified in [202.03.07.B](#). Pay fees associated with removal and disposal of regulated materials or wastes.

Submit the results of material sampling and analysis, waste facility applications and acceptance documentation, and fee payment requirements to the Project Manager at least 5 days before planned removal of regulated material. Submit to the Project Manager a bill of lading for each truckload of regulated material removed from the Project Limits. Ensure that the bill of lading and waste manifest include the following information:

1. Transport subcontractor name, address, permit number, and telephone number.
2. Type and quantity of material removed.
3. Weight of vehicle with weigh slip.
4. Recycling or disposal facility name, address, permit number, and telephone number.
5. Date removed from the Project Limits.
6. Signature of transport vehicle operator.

The Owner or Project Manager will sign the bills of lading for the Department as the generator. Submit 1 copy of the bill of lading to the Project Manager by the end of each working day that the transport vehicle leaves the site.

The licensed hauler shall transport the regulated material to the disposal/recycling facility with no unauthorized stops in between, except as required by regulatory authority. The hauler shall use appropriate vehicles and operating practices to prevent spillage or leakage from occurring during transport. Remove excess soil adhering to the wheels or under carriage of the vehicles before leaving the Project Limits. If soil or water escapes to the public roads, immediately clean the road to restore it to the original condition and immediately notify the Project Manager. Do not transport regulated material over public roads if they contain free liquid or are sufficiently wet to be potentially flow able during transport.

Submit 1 copy of the documentation of the disposal facility's acceptance of the regulated material, including the weight ticket slips, to the Project Manager and the county of origin within 15 days of acceptance at the disposal facility.

Immediately submit written notification to the Project Manager if problems arise, regarding the facility chosen to accept the regulated material for off-site management, that would require the return of waste, or if the chosen facility has violated any environmental regulation that may result in regulatory enforcement action. Propose an alternate disposal facility, and obtain the Project Manager's written approval of off-site management at such facility.

202.03.09 Disposal of Regulated Material, Hazardous

Load, transport, and dispose of hazardous material and wastes for the Project according to Federal, State, and local laws and as specified in [202.03.07.B](#). Pay fees associated with removal and disposal of hazardous regulated materials.

Submit the results of material sampling and analysis, waste facility applications and acceptance documentation, and fee payment requirements to the Project Manager at least 15 days before planned removal of hazardous regulated material. For each truckload of hazardous regulated material removed from the Project Limits, submit to the Project Manager a bill of lading and waste manifest that include the following information:

1. Transport subcontractor name, address, EPA ID number, and telephone number.
2. Type and quantity of material removed.
3. Weight of vehicle with weigh slip.
4. Recycling or disposal facility name, address, permit number, and telephone number.
5. Date removed from the Project Limits.
6. Signature of transport vehicle operator.
7. Waste manifest tracking number.

The Owner will sign the manifest as the generator and will forward questions or concerns to the Bureau of Environmental Program Resources for resolution. The manifest will verify the type and quantity of hazardous regulated material being transported off-site.

The Uniform Hazardous Waste Manifests are required by the Federal Resource Conservation and Recovery Act (RCRA) (40 CFR Subpart B Parts 262.20 to 262.23) and N.J.A.C 7:26G for all off-site shipments of hazardous regulated materials. The Owner is the generator of the waste. The Owner will obtain an EPA Identification Number (EPA ID#) and supply this information to the Contractor for inclusion on the Uniform Hazardous Waste Manifest. The Project Manager will provide the Contractor with an EPA ID# if the Project contains hazardous regulated material.

The Contractor is responsible for all manifest discrepancies. Immediately report discrepancies to the Project Manager and resolve to the satisfaction of the Project Manager.

The licensed hauler shall transport the hazardous regulated material to the disposal/recycling facility with no unauthorized stops in between, except as required by regulatory authority. The hauler shall use appropriate vehicles and operating practices to prevent spillage or leakage from occurring during transport. Remove excess soil adhering to the wheels or under carriage of the vehicles before leaving the Project Limits. If soil or water escapes to the public roads, immediately clean the road to restore it to the original condition and immediately notify the Project Manager. Do not transport hazardous regulated material over public roads if they contain free liquid or are sufficiently wet to be potentially flow able during transport.

Submit 1 copy of the documentation of the disposal facility's acceptance of the hazardous regulated material, including the weight ticket slips, to the Project Manager and the county of origin within 15 days of acceptance at the disposal facility.

Immediately submit written notification to the Project Manager if problems arise, regarding the facility chosen to accept the hazardous regulated material for off-site management, that would require the return of waste, or if the chosen facility has violated any environmental regulation that may result in regulatory enforcement action. Propose an alternate disposal facility, and obtain the Project Manager's written approval of off-site management at such facility.

PART 2 PAYMENT

Compensation to the Contractor for performance of the project tasks described in this section will be made on the basis of a combination of unit costs provided by the Contractor on the Bid Price Form for the disposal subtasks 2.a, 3.c, and 3.d.

END OF SECTION 00202

SECTION 00614 - FENCES

The subsections cited herein refer to NJDOT Standard Specifications for Road and Bridge Construction (2001 Edition).

614.01 Description.

Temporary chain-link fence and snow fence required to enclose hazardous construction areas and to complement the permanent fencing shall be erected before construction activity.

MATERIALS

614.02 Materials.

Chain-link fence shall conform to AASHTO M 181.

CONSTRUCTION

614.03 Preliminary Work.

Before beginning construction or placing of fences, site clearing shall be performed according to [Section 201](#). Any rock protruding above the ground surface and in the line of fence shall be removed to ground surface level according to [Section 202](#).

614.07 Temporary Fence.

Temporary chain link fence and snow fence required to enclose hazardous construction areas and to complement the permanent fencing shall be erected before construction activity.

Plastic snow fence required to delineate ecologically sensitive areas shall also be erected before construction activity. Use of these sensitive areas for storage of materials, field offices, work access, etc., will not be permitted at any time. Ecologically sensitive areas damaged as a result of construction activities shall be restored as directed.

Temporary fence shall be constructed according to the requirements for permanent fence except used materials may be used.

Gates necessary for the construction operations may be installed at selected locations and shall be kept padlocked except when in actual use during working hours.

Temporary fence and all types of snow fence shall be maintained as directed during construction and shall be disposed of when no longer required on the Project.

PAYMENT

No separate payment will be made for Section 00614 – Fences. Payment for this work shall be included in the unit pricing bid for Task 1 – Site Preparation.

END OF SECTION 00614

SECTION 00808 - FERTILIZING AND SEEDING

The subsections cited herein refer to NJDOT Standard Specifications for Road and Bridge Construction (2001 Edition).

808.01 Description.

This work shall consist of furnishing and placing pulverized limestone, fertilizer, and seed mixtures, and furnishing layout and straw mulching of wildflower seed beds.

MATERIALS

808.02 Materials.

Materials shall conform to the following Subsections:

Fertilizer	909.02
Limestone, Pulverized	909.03
Seed Mixtures	909.06
Binders	909.01
Straw Mulching	909.04
Wildflower Seed Mixtures.....	909.06

CONSTRUCTION

808.03 Construction Requirements.

Fertilizing and seeding shall be carried out as soon as a unit or portion of the Project, such as a structure, an interchange, or a section of roadway has been completed for partial acceptance as provided under [Subsection 105.21](#). Planting beds shall not be fertilized or seeded.

When the soil to be seeded has a pH value of less than 5.8, sufficient pulverized limestone shall be incorporated to increase the soil pH value to 6.5.

The quantity of pulverized limestone required shall be in proportion to its magnesium and calcium oxide content.

The fertilizer for establishing turf shall be limited to one selection throughout the Project. Fertilizer shall be applied in the quantity necessary to yield 60 pounds of nitrogen per acre (30 pounds at the time of seeding and an additional application of 30 pounds approximately six months after seeding). The second application shall be made during March or September. The Project Manager may adjust the six-month period depending upon the date of the initial seeding.

The placing of fertilizer and seed shall conform to the following:

- 1. Soil Preparation.** All areas to be seeded shall be cultivated to provide a reasonably firm but friable seedbed. The depth of cultivation shall be 3 to 4 inches. On slopes steeper than 3H:1V, the Project Manager may direct the depth of cultivation to be reduced. All areas to be seeded shall meet the specified finish grades and shall be free of any weed or plant growth, stones of 2 inches or larger in any dimension, and other debris.
- 2. Optimum Seeding Seasons.** Seeding should be completed from March 1 to May 15 and from August 15 to October 15.

When weather and soil conditions are suitable, the Project Manager may permit seeding at other times for soil erosion control and sediment control.

The Project Manager shall be notified 24 hours before the seeding operation.

3. Application. Turf seed mixtures shall be sown at the rate of 100 pounds per acre.

Seed and fertilizer may be placed by either of the following methods:

a. Hydraulic Method. The seed and fertilizer shall be mixed in water and then applied under pressure at the specified rates. Any area inadequately covered shall be retreated.

b. Dry Method. Mechanical seeders, seed drills, landscape seeders, cultipacker seeders, and fertilizer spreaders may be used when seed and fertilizer are applied in dry form. Fertilizer in dry form shall be spread separately at the rates specified.

Hand operated seeding devices may be used when seed and fertilizer are applied in dry form on areas that are inaccessible to mechanical seeders.

Finished seeded areas shall be smooth and shall conform to the prescribed lines and elevations. All seeded areas shall be mulched as specified in [Section 811](#).

4. Care during Construction. Seeded areas shall be protected and maintained until Acceptance. Any damage to seeded areas caused by pedestrian or vehicular traffic or other causes, except for conditions as covered in [Subsection 107.18](#), shall be repaired at no cost to the State.

When a satisfactory stand of grass, practically weed free and containing plants in reasonable proportion to the various kinds of seed in the grass seed mixture, is not established on areas of seeding, the deficient areas shall be mowed, refertilized, reseeded, and remulched at no cost to the State, until a satisfactory stand of grass is established.

5. Wildflower Seeding. Various wildflower seeding requirements are as follows:

a. Seed Bed Preparation. There will be no fertilizing and seeding of turf mixes in the wildflower seed bed areas. Existing vegetation within the areas proposed for seeding shall be sprayed during the active growing season with glyphosate at the manufacturer's recommended rates for total control of all plant material. A second application shall be applied ten days after the first application where necessary. The dead vegetation shall be mowed as close as possible to the existing ground, then disced to a depth of 1 to 2 inches.

b. Seeding Seasons. Wildflower seeding shall be done from August 15 to October 1 and from April 1 to May 31 inclusive.

c. Bed Layout. Bed outlines shall be staked at a maximum spacing of 25 feet using 2 by 2 by 36-inch wood stakes driven 1 foot into the ground. The staking shall define the limits for seed protection against mowing, overspray of herbicides, and other potential damage.

d. Preparation of Seed Mixtures. The Contractor shall obtain wildflower seed mixes according to [Subsection 909.06](#). These mixes shall be combined with a carrier of clean, dry, salt-free sand in the presence of the Project Manager at a volume ratio of two parts sand to one part wildflower seed mix, to aid even distribution.

e. Seed Application. The prepared mix, seed, and sand shall be broadcast evenly by use of a hand-operated, hand-held, cyclone spreader. The seeded area shall be lightly dragged with a piece of chain-link fence to mix the seed into the soil surface.

f. Mulching. Seeded areas shall be mulched immediately after the application of seed. The mulch shall consist of straw, uniformly spread in a layer 1 to 1½ inches thick, loose measurement, and shall be bound in place with a binder according to [Subsection 811.03](#).

PAYMENT

Payment will be made for Section 808 – Top soiling will be made in accordance with the unit price bid provided by the Contractor in Task 4.b of the Bid Price Form.

END OF SECTION 00808

SECTION 00809 - TOPSOIL STABILIZATION

809.01 Description.

This work shall consist of furnishing, placing, and stapling matting and blankets on soil surfaces that have been prepared and seeded.

MATERIALS

809.02 Materials.

Materials shall conform to the following Subsections:

Topsoil Stabilization Matting	909.09
Miscellaneous Materials	909.11

CONSTRUCTION

809.03 Construction Requirements.

Before the matting is placed in position, the soil shall be smooth, soft, and free of depressions, clods, mounds, stones, or other debris that may prevent the matting from making complete contact with the soil. After the soil has been properly shaped, fertilized, and seeded, the matting shall be laid out flat and anchored securely with staples, so that the matting is in contact with the soil at all points.

When topsoil stabilization matting is required in swales or medians, the matting may be installed in multiple widths.

When jute matting is being laid, the higher end shall be turned under 6 inches and buried in a vertical position. Where laid end to end, the upper end of each downhill strip shall be buried 6 inches deep in vertical position with the uphill strip overlapping for a distance of 6 inches to form a smooth, shingle-like effect. Where laid parallel, the matting shall overlap from 3 to 6 inches.

When excelsior matting is being laid, the material shall be unrolled in the direction of the flow of water. Where laid end to end, the adjoining ends shall be butted snugly. Where laid parallel, the matting shall be butted snugly.

Erosion control mulch blanket may be substituted for excelsior matting; the method of construction shall be the same.

Bulging seams in matting material shall be cut and joints formed as described above.

Staples shall be placed along the outer edges of the matting and in a parallel row down the center of the strip. Staples shall be spaced 24 to 26 inches apart in the rows except along overlapping edges where they shall be 12 to 13 inches apart. Staples shall be driven at an angle of approximately 30 degrees from horizontal.

In addition to the above requirements, staples shall be placed 12 inches apart across the matting at 50-foot intervals and at critical locations such as at inlets, check slots, if required, overlapping joints, and ends. The staples shall be driven flush with the surface of the matting and care shall be taken so as not to form depressions or bulges in the surface of the matting. If any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, satisfactory repairs shall be made immediately at no cost to the State.

PAYMENT

No separate payment will be made for Section 809 – Topsoil Stabilization. Payment for this work shall be included in the unit pricing bid for Task 5 – Site Restoration.

END OF SECTION 00809

SECTION 01100 - SITE PREPARATION AND MOBILIZATION

Part 1 - General

1. The Contractor shall prepare a site-specific Health and Safety Plan (HASP) that outlines procedures to protect onsite workers and respond to emergencies. The HASP will comply with 29 CFR 1910.120, entitled “Hazardous Waste Operations and Emergency Response.” The Contractor will document completion of this task by providing a copy of the HASP to the Owner.
2. The Contractor will erect a project public notification sign on the site. The sign shall be posted no later than one week prior to initiating field activities. The signage shall be professionally printed and meet the following criteria:
 - a. The sign will be visible and readable from the public thoroughfare closest to the site (Lee Place) at all times during the period of performance.
 - b. The sign shall remain posted and shall be maintained so that it is legible at all times.
 - c. The sign shall be at least two feet by three feet in size and shall include the following wording, printed in font that is of sufficient size to be readable from the street or sidewalk:
 - i. “Environmental Investigation/Cleanup In Progress at This Site;”
 - ii. “For Further Information Contact...,” followed by the telephone number for the City representative, which will be identified to the Contractor by the City at the time of the contract;
 - iii. The site name, address, and NJDEP ID number, to be identified to the Contractor by the City at the time of the contract;
 - iv. “Posted on,” followed by the date the sign was posted; task includes the posting/erection of required site signage...ARRA requirements
3. The task shall include transportation of personnel, equipment, and operating supplies to the site; establishment of any required offices, buildings, and other necessary facilities at the site; and other preparatory work at the site.
4. The contractor will construct or install silt fencing and other measures as necessary to comply with New Jersey regulations pursuant to the Soil Erosion and Sediment Control Act.
5. Prior to commencement of the project, the Contractor shall take a series of digital photos that will form the basis of existing conditions prior to the work.

Part 2 – Payment

Compensation to the contractor for performance of the project tasks described in this section will be made on the basis of the lump sum bids provided by the contractor on the Bid Price Form for Task 1.a.

SECTION 03000 – BACKFILL AND TOPSOIL

PART 1 - GENERAL

101.1 SUMMARY

- A. This Section is to govern material selection for backfill and topsoil.

101.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. Only ASTM Designation tests are to be performed. Any reference to AASHTO specification testing standards is to be replaced with the appropriate ASTM test standard.
- B. American Society for Testing and Materials:
 - 1. ASTM D-1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 2. ASTM D-2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 3. ASTM D-2922 - Standard Test Method for Density of Soil and Soil-Aggregate in place by Nuclear Methods (Shallow Depth).

101.3 SUBMITTALS

- A. Material Source: Submit name and location of imported materials source.
- B. Materials must meet NJAC 7:26E and be approved prior to bringing on site.

101.4 QUALITY ASSURANCE

- A. Furnish each fill and topsoil material from single source throughout the Work.
- B. Perform Work in accordance with New Jersey Department of Transportation (NJDOT) Standard Specifications for Road and Bridge Construction - 2007, Section 203.03.02.

PART 2 - PRODUCTS

2.1 BACKFILL MATERIAL

- A. All materials are to be clean and well-graded. Gap graded or uniform graded materials will not be accepted at the sole discretion of the Engineer.

2.2 TOPSOIL MATERIALS

- A. Topsoil selection and placement shall conform to NJDOT standards and Sections 806, 809, and 909.

2.3 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Subsoil Material: Perform in accordance with NJDEP's criteria for unrestricted use fill.
- B. Testing and Analysis of Topsoil Material: Perform in accordance with NJDEP's criteria for unrestricted use fill.
- C. When tests indicate materials do not meet specified requirements, change material and retest.
- D. Furnish materials of each type from same source throughout the Work.

PART 3 - EXECUTION

STOCKPILING

- A. Stockpile materials on site at locations indicated or designated by Site Engineer.
- B. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- C. Stockpile materials on impervious material and cover to prevent erosion and leaching, until disposed of.

STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.
- B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

PART 2 PAYMENT

PART 3 Compensation to the contractor for performance of the project tasks described in this section will be made on the basis of the unit cost bids provided by the contractor on the Bid Price Form for Tasks 4.a and 4.b.

END OF SECTION – 03000

APPENDIX A

SITE DIAGRAM