

**EDISON BOARD OF EDUCATION
EDISON, NEW JERSEY 08837**

**Bid Specifications
&
General Requirements**

**Asbestos Abatement and Disposal -
EHS/JPS Aud/Cafe**

[Edison High School - Auditorium & Cafeteria](#)
[50 Boulevard of Eagles, Edison, NJ 08817](#)

[JP Stevens High - Cafeteria](#)
[855 Grove Avenue, Edison, NJ 08817](#)

Bid No. 22-26

February 15, 2022

Bid Opening Date

10:00 a.m.

Bid Opening Time

Acting School Business Administrator

EDISON BOARD OF EDUCATION
EDISON, NEW JERSEY 08837

REQUEST FOR BIDS

Bid Advertisement

The Edison Board of Education hereby advertises for competitive bid pricing in accordance with N.J.S.A. 18A:18A-21(a) (b).

Bid No. 22-26 Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

All necessary bid specifications and bid forms may be obtained at the following website: <https://epssourcing.ecsourcing.com>. Please click on the "View Posted RFPs" button. Any questions must be submitted through the website no later than 10 days prior to bid opening. Any questions regarding access to the e-procurement platform, should be requested via email Purchasing Agent, daryann.raymond@edison.k12.nj.us.

A non-mandatory pre-bid walk-through meeting will be held on January 27, 2022 at 3:00p.m. at Edison High School located at 50 Boulevard of Eagles, Edison, NJ 08817.

Bids must be submitted via the e-procurement platform **on or before** the date and time indicated below.

Bid Opening Date February 15, 2022
Bid Opening Time: **10:00 a.m.**

Location of Bid Opening;

EDISON BOARD OF EDUCATION
312 Pierson Avenue
Edison, New Jersey 08837
(Caucus Room)

The bid opening process will begin on the above advertised date and time at the Edison Board of Education, 312 Pierson Avenue, Edison, New Jersey 08837. On the advertised date and time, the Board Secretary shall publicly open all bids submitted via e-procurement platform.

No bids shall be received after the time designated in the advertisement. (N.J.S.A. 18A:18A-21(b)).

At this time, the Board of Education will only accept electronic submission of bids through the e-procurement platform <https://epssourcing.ecsourcing.com>.

“Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.”

Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the EDISON Board of Education, for ten percent (10%) of the amount of the total bid, however, not to exceed \$20,000.

Statement of Ownership Requirement: Pursuant to N.J.S.A. 52:25-24.2, Bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

A Non-Collusion Affidavit and a Contractor Questionnaire/Certification also must be submitted with the bid. The bid package will also include other documents that must be completed and returned with the bid. Failure to comply with Instructions to Bidders and to complete and submit all required forms, may be cause for disqualification and rejection of the bid.

The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), N.J.S.A. 18A:18A-4(a), N.J.S.A. 18A:18A-22, and to waive minor informalities or non-material exceptions, that may be in the best interest of the Board.

Acting School Business Administrator

ETHICS IN PROCUREMENT
Statement to Vendors

BOARD OF EDUCATION RESPONSIBILITY

Recommendation of Purchases

It is the desire of the Board of Education to have all Board employees and officials practice exemplary ethical behavior in the procurement of goods, materials, supplies, and services.

School officials and employees who recommend purchases shall not extend any favoritism to any vendor. Each recommended purchase should be based upon quality of the items, service, price, delivery, and other applicable factors in full compliance with N.J.S.A. 18A:18A-1 et.seq.

Solicitation/Receipt of Gifts – Prohibited

School officials and employees are prohibited from soliciting and receiving funds, gifts, materials, goods, services, favors, and any other items of value from vendors doing business with the Board of Education or anyone proposing to do business with the Board.

VENDOR RESPONSIBILITY

Offer of Gifts, Gratuities -- Prohibited

Any vendor doing business or proposing to do business with the Board of Education, shall neither pay, offer to pay, either directly or indirectly, any fee, commission, or compensation, nor offer any gift, gratuity, or other thing of value of any kind to any official or employee of the Board or to any member of the official's or employee's immediate family.

Vendor Influence -- Prohibited

No vendor shall cause to influence or attempt to cause to influence, any official or employee of the Board, in any manner which might tend to impair the objectivity or independence of judgment of said official or employee.

VENDOR CERTIFICATION

Vendors or potential vendors will be asked to certify that no official or employee of the Board of Education or immediate family members are directly or indirectly interested in this request or have any interest in any portions of profits thereof. The vendor participating in this request must be an independent vendor and not an official or employee of the Board of Education.

**EDISON BOARD OF EDUCATION
ADVISORY INFORMATION FOR BIDDERS**

1. PROMPTNESS OF BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is submitted via e-procurement, prior to the advertised bid date and time. The advertised bid date and time for this bid is on **February 15, 2022 @ 10:00 a.m.** No bids shall be received after the time designated in the bid advertisement. No extensions or exceptions will be made. Once again, bids will not be received after the time designated in the advertisement.

2. PARKING

Parking in the vicinity of the Board of Education Administration Building is at a premium.
Allow enough time to locate a parking space.

EDISON BOARD OF EDUCATION

BID CHECKLIST

A. Documents to be Submitted with Bid via e-procurement

1. Acknowledgement of Addenda
2. Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
3. Assurance of Compliance Statement
4. Contractor/Vendor Questionnaire / Certification
5. Disclosure of Investment of Activities in Iran Form
6. Non-Collusion Affidavit
7. Statement of Ownership
8. Chapter 271 Political Contribution Disclosure Form
9. Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) (*Only if Required*)
10. Business Registration Certificate (BRC)
11. Consent of Surety

The documents listed above when required, are to be submitted with the bid package. Failure to submit them may be cause for disqualification for being non-responsive pursuant to N.J.S.A. 18A:18A-2(y).

B. Reminder Checklist

As a courtesy, the Office of the Assistant School Business Administrator/Board Secretary has prepared this reminder checklist for items pertaining to this bid. The checklist is not considered to be all-inclusive. Bidders are to read and become familiar with all instructions outlined in the bid package.

<u>Item</u>	<u>Yes</u>	<u>No</u>
1. Have you verified your pricing to ensure accuracy?		
2. Have you answered all questions fully and accurately?		
3. Have you signed all your documents? No facsimile signature.		
4. Have you prepared all documents for submission?		
5. Did you make a copy of the bid package for your records?		
6. Did you submit a Bid Guarantee? Consent of Surety? (<i>Only if required</i>)		
7. Did you click submit upon completion of all forms and uploads?		
8. Did you click submit before the due date and time?		

EDISON BOARD OF EDUCATION



GENERAL SPECIFICATIONS



Acting School Business Administrator

EDISON BOARD OF EDUCATION

Bid No. 22-26 Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

INSTRUCTIONS TO BIDDERS

1. **BIDS ARE TO BE SUBMITTED** via E-PROCUREMENT AT
<https://epssourcing.ecsourcing.com>

BY: **10:00 a.m.** PREVAILING TIME ON: **February 15, 2022**

2. **BID OPENING MEETING**

All bids will be publicly received and unsealed by the Board Secretary in the Edison Board of Education, 312 Pierson Avenue, Edison, New Jersey 08837 and read beginning at **10:00 a.m.** on **February 15, 2022**. Bidders and/or their authorized agents, and the general public are invited to be present at the bid opening. It is the responsibility of each bidder to ensure that their bid is complete and presented to the Acting School Business Administrator and/or Board Secretary prior to the advertised bid date and time via e-procurement. No bids shall be received or accepted by the Board of Education after the advertised bid date and time. (N.J.S.A. 18A:18A:21(b))

3. **AFFIRMATIVE ACTION REQUIREMENTS**

Each company shall submit to the Board of Education, after notification of award, but prior to execution of a goods and services contract, **one** of the following three documents:

- Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- A certificate of Employee Information Report approval issued in accordance with N.J.A.C.17:27-4; or
- The successful bidder (respondent) shall complete an Employee Information Report, Form AA-302, and submit it to the Division of Purchase and Property Contract Compliance and Audit Unit with a check or money order for \$150.00 made payable to the Treasurer, State of NJ and forward a **copy** of the form and check/money order to the board of education. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations.

Please note: A completed and signed Affirmative Action Questionnaire is requested with submission of bid/proposal. However, the Board will accept in lieu of the Questionnaire, Affirmative Action Evidence in the form of a current Certificate of Employee Information Report submitted with the bid/proposal.

If awarded a contract your company/firm will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language—Exhibit A.

Sample Certificate of Employee Information Report

Certification 111XX


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625

VOID


State Treasurer

All respondents are urged to submit with their response, a copy of their firm's Certificate of Employee Information Report. Failure to submit the Certificate of Employee Information Report or other Affirmative Action evidence prior to the execution or award of contract will result in the rejection of the bid/proposal.

4. ALTERNATIVE DISPUTE RESOLUTION PROCESS

All disputes relating to the performance of the contract shall be submitted first to non-binding mediation by a single mediator. The mediation shall be held at the Board of Education offices before a single mediator who is mutually acceptable to the parties. The parties shall share the mediator's fees equally. If the dispute is submitted for mediation, the neutral party must demonstrate knowledge of the Public School Contracts Law. The arbitration of claims is expressly excluded under this contract. This alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation process, or to the formation of contracts. Nothing shall prevent either party from seeking injunctive or declaratory relief in court at any time.

5. AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. S121 01 et seq.

6. ANTI-BULLYING BILL OF RIGHTS—REPORTING OF HARASSMENT, INTIMIDATION AND BULLYING— CONTRACTED SERVICE

The contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. The district shall provide to the contracted service provider a copy of the board's Anti-Bullying Policy.

In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

7. **ANTI-DISCRIMINATION PROVISIONS—N.J.S.A. 10:2-1**

N.J.S.A. 10:2-1. Anti-discrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.[1985, c.490](#) (C.18A:18A-51 et seq.).

8. **BID GUARANTEE AND BONDING REQUIREMENTS (N.J.S.A. 18A:18A-24)**

Please note: The name, address, and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board of Education.

A. **Bid Guarantee**

☒ **REQUIRED** ☐ **NOT REQUIRED**

When required, each bid shall be accompanied by a bid bond, cashiers or certified check for ten per cent (10%) of the amount of the total contract, but not in excess of \$20,000. This guarantee shall be made payable to the EDISON Board of Education. Such deposit shall be forfeited upon refusal of a bidder to execute a contract; otherwise, checks shall be returned when the contract is executed and the performance bond (if required) is filed with the Board of Education. The **bid number** assigned to this bid shall be included on the bid bond, cashiers or certified check.

The bid security check for unsuccessful bidders, if requested, will be returned as soon after the bid opening as possible but in no event later than (10) days after the bid opening.

Please note: Uncertified business checks, personal checks or money orders are not acceptable.

All bid bonds submitted, must be signed and witnessed with original signatures. The Board will not accept facsimile or rubber stamp signatures on the bid bond. Failure to sign the bid bond by either the Surety or Principal shall be deemed cause for disqualification of the bid. The Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the Power of Attorney. The name, address and phone number of the Bond Underwriter as well as the Bond Number shall be included with all bonds submitted to the Board. The bid guarantee shall include the bid number or solicitation number assigned by the board of education.

The Board of Education will only accept bid bonds from companies that are licensed and qualified to do business in the State of New Jersey. A list (Approved Surety Companies) may be available upon request to the State of New Jersey, Department of Banking and Insurance, P.O. Box 325, Trenton, New Jersey 08625.

The bid number assigned to this bid shall be included on the bid bond, cashiers or certified check.

The board **will not** accept a bid with multiple bid numbers listed on the bid bond.

Failure to submit or sign a bid guarantee by either the Surety or Principal, and/or failure to submit the properly executed bid bond with the bid package shall be deemed cause for disqualification and rejection of bid.

B. Certificate (Consent) of Surety

× REQUIRED □ NOT REQUIRED

When required, each bidder shall submit with its bid, a certificate from a surety company stating that the surety company will provide the contractor with a performance bond in an amount equal to the amount of the contract (N.J.S.A. 18A:18A-25). Such surety company must be licensed and qualified to do business in the State of New Jersey. The certificate (consent) of Surety, together with a power of attorney, must be submitted with the bid. ***Failure to submit or sign the Certificate (Consent) of Surety by either the Surety or Principal, and/or failure to submit the properly executed Certificate (Consent) of Surety with the bid package shall be deemed cause for disqualification and rejection of bid.***

C. Performance Bond

× REQUIRED □ NOT REQUIRED

When required, the successful bidder shall furnish a Performance, Payment and Completion Bond in a sum of at least one hundred percent (100%) of the total amount payable by the terms of this Contract. Such written guarantee shall be made payable to the EDISON Board of Education and shall be in the form required by Statute.

Such bond shall further carry a stipulation that no advance, premature, excessive or delayed payments by the Board shall in any way affect the obligation of the Surety on its bond.

Such bond shall further stipulate that no payments made to the Contractor, nor partial or entire use of occupancy of the work by the Board shall be an acceptance of any work or materials not

in accordance with this Contract and the Surety shall be equally bound to the same extent as the Contractor.

It is expressly stipulated that the Surety for the Contractor on the project shall be obligated to make periodic inquiries of the Board at reasonable times, to determine whether its Principal has performed or was performing the Contract in accordance with all of its terms and conditions, particularly in relation to the progress payments scheduled under said Contract with the Board.

In the event the Contractor defaults or fails to perform or finish the work prescribed under the Contract for any reason whatsoever, it shall become the unqualified obligation of the Surety for the defaulting contractor to complete the Contract in accordance with its terms following receipt of notice from the owner of such default.

The Contractor shall execute a formal contract with the Board in the form required and in such number of counterparts as the Board may request. Such Performance, Payment and Completion Bond shall be furnished and such Contracts shall be executed and delivered by the contractor within ten (10) days after the receipt by the contractor of notice accepting his bid by the Board.

The Board of Education will only accept performance bonds from surety companies that are licensed and qualified to do business in the State of New Jersey.

9. BID PRICE GUARANTEE – Ninety (90) Days from Award of Contract

When the Board of Education requests bid prices for supplies, materials and equipment, the contractor(s) shall agree to guarantee the bid price(s) for a period of ninety (90) days from the date of the award of contract. Contractor(s) may extend the bid price guarantee through written permission to the Board of Education.

10. BID PRICES

In the event of discrepancy between the unit price and the extension, the unit price will govern. The

Board assumes no responsibility to recalculate totals if award is made on the basis of totals.

11. BID PROPOSAL FORM

All bids are to be entered in electronic form on the official Bid Proposal Form through the e-procurement platform.

Bidders are to submit one bid price per item. The Board will not accept multiple bids on an individual basis, nor will the Board accept a “bottom line” or “all or none” bid subject to the bidder receiving the entire contract.

12. BIDDER’S RESPONSIBILITY FOR BID SUBMITTAL

It is the responsibility of the bidder to ensure that their bid is presented to the Office of the Acting School Business Administrator and/or Board Secretary and officially received before the advertised date and time of the bid via e-procurement platform.

13. BRAND NAME OR EQUIVALENT

Whenever the Board of Education requests a brand name for a particular item, it will consider a "brand name or equivalent". If the bidder desires to bid an equivalent item the bidder shall do the following:

- a. On the Bid Proposal Form, write in ink next to the item requested, the bidder's substitute item, including brand name, model number and full description of item. This is the only change to the Bid Proposal Form the Board will accept.
- b. Provide a sample of the substitute item if requested. The sample item must be provided before or at the time of the bid opening. With the sample item shall be a paper, brochure or illustrative literature outlining the brand/manufacturer name, model number and full description of item.
- c. If a sample is not required the Board requests a brochure, pamphlet, or illustrative literature that outlines the specifications of the item including manufacturer's name, model number, etc.
- d. **Failure to provide a sample item or literature about substitute bids when requested may be cause for disqualification of that item from the bid.**
- e. It is the responsibility of the bidder to demonstrate equivalency of items offered.

Please note: Bidders are to only bid brand name or equivalent. The Board will not accept multiple bids on individual items.

14. BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Pursuant to N.J.S.A. 52:32-44, the board of education is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Request of the Board of Education

All bidders or companies providing responses for requested proposals, are **requested** to submit with their response package a copy of their "New Jersey Business Registration Certificate" as issued by the Department of Treasury of the State of New Jersey.

The Board reminds all respondents that failure to submit the New Jersey Business Registration Certificate prior to the award of contract will result in the rejection of the proposal.

Subcontractors

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) The contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) The contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-382/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 01/01/01
FORM-BRC(08-01)

TRADE NAME: CLIENT REGISTRATION
SEQUENCE NUMBER: 0107330
ISSUANCE DATE: 07/14/04

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

Acting Director
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

N.J.S.A. 54:49-4.1: Violations of Registration Requirements; Penalties.

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.) or subsection e. or f. of section 92 of P.L. [1977, c.110](#) (C.5:12-92), or that provides false information of business registration 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 or under a casino service industry enterprise contract.

15. CHALLENGES TO BID SPECIFICATIONS (N.J.S.A. 18A:18A-15)

Any prospective bidder who wishes to challenge a bid specification shall file such challenge in writing with the Acting School Business Administrator and/or Board Secretary no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the Board of Education or the award of a contract.

16. COMPLIANCE WITH ALL LAWS -- *Where applicable*

Special attention is called to requirements for Public Liability and Property Damage Insurance, Workmen's Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment and Assignment of Contract.

The provisions of the New Jersey School Law shall bind all parties and interests to the Contract. Contractor shall comply with all Federal and State Laws, and all rules and regulations of health, public or other authorities controlling or limiting the methods, materials to be used or actions of those employed in work of this kind.

Any labor or material in addition to that described in the specifications and which is necessary to comply with these laws, rules, ordinances or regulations shall be provided by the Contractor.

Contractor shall keep himself informed of all existing and future State and Federal Laws in any manner affecting those engaged or employed in the work, and shall protect and indemnify the Owner, its officers, members and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation order or defects.

17. CONTRACTOR/VENDOR REQUIREMENTS—ACCESS AND MAINTENANCE OF RECORDS

Contractors/vendors doing business with the board of education are reminded of the following legal requirements pertaining to the Office of the New Jersey State Comptroller:

A. Access to Relevant Documents and Information—N.J.S.A. 52:15C-14 (d)

Private vendors or other persons contracting with or receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education shall upon request by the State Comptroller provide the State Comptroller with prompt access to all relevant documents and information as a condition of the contract and receipt of public monies. The State Comptroller shall not disclose any document or information to which access is provided that is confidential or proprietary. If the State Comptroller finds that any person receiving funds from a unit in the Executive branch of State government, including an entity exercising executive branch authority, independent State authority, public institution of higher education, or unit of local government or board of education refuses to provide information upon the request of the State Comptroller, or otherwise impedes or fails to cooperate with any audit or performance review, the State Comptroller may recommend to the contracting unit that the person be subject to termination of their contract, or temporarily or permanently debarred from contracting with the contracting unit.

B. Maintenance of Contract Records—N.J.A.C. 17:44-2.2

Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by OSC pursuant to N.J.S.A. 52:15C-14(d).

The contractor/vendor to whom a contract has been awarded, shall maintain all documentation related to products, transactions or services under this contract for a period of **five years** from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Board of Education Requirement

In addition to, and independent of, the requirements of N.J.S.A. 52:15C-14 (d) and N.J.A.C. 17:44-2.2, the Contractor shall also maintain and make any or all books and records related to products transactions or services rendered under this contract, available to the Board of Education upon request.

18. CONTRACTS

A. Open-end contract

"Open-end contracts" means those contracts for which price bids were solicited on a unit basis because exact quantities needed were not known at the time bids were sought. Such contracts, when advertised and awarded, must include a minimum and a maximum number of units that can be ordered for each item under the contract. Zero is an acceptable minimum. Orders placed under such open-end contracts shall not be considered as change orders for purposes of this section, but shall be subject to the requirements specified in N.J.A.C. 5:30-11.10. Examples include, but are not limited to, blacktopping and office supplies such as stationery. (N.J.A.C. § 5:30-11.2)

B. Award of Contract, Rejection of Bid(s)

The contract shall be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education. The Board of Education reserves the right to reject any or all bids pursuant to N.J.S.A. 18A:18A-2(s), (t), (x), (y), 18A:18A-4(a), 18A:18A-22, to waive minor informalities or non-material exceptions, that may be in the best interest of the Board. The Board may at its option accept the lowest bid on each item and split awards among the various bidders who submit the lowest responsible bids. Pursuant to N.J.S.A. 18A:18A-36 the Board of Education shall award the contract or reject all bids within sixty (60) days, noting the exception highlighted in the law.

C. Equal Prices

Pursuant to N.J.S.A. 18A:18A-37(d) when two or more bidders submit equal prices and the prices are the lowest responsible bids, the Board may award the contract to the vendor whose response, in the discretion of the Board, is the most advantageous, price and other factors considered.

D. Return of Contracts and Related Contract Documents--*When required*

Upon notification of award of contract by the Board of Education, the contractor shall sign and execute a formal contract agreement between the Board of Education and the contractor, ***when required***.

Purchase Order—considered to be a contract. N.J.S.A. 18A:18A-2 (n)

If a formal contract is not required by the Board of Education, an approved and signed Board of Education Purchase Order will constitute as a contractual agreement. When a formal contract is required, the contractor shall sign and execute said contracts and return the contracts with other required documents to the Office of the School Business Administrator/Board Secretary. Failure to execute the contract and return said contract and related documents within the prescribed time may be cause for a delay in payment for services rendered or products received or the annulment of award by the Board of Education with the bid security becoming property of the Board of Education. The Board of Education reserves the right to accept the bid of the next lowest responsible bidder, in such a case.

E. Renewal of Contract; Services

The Board of Education may, at its discretion, request that a contract for services be renewed in full accordance with N.J.S.A. 18A:18A-42. The School Business Administrator/Board Secretary may negotiate terms for a renewal of contract proposal and present such negotiated proposal to the Board of Education. All multi-year contracts and renewals are subject to the availability and appropriation annually of sufficient funds as may be needed to meet the extended obligation.

The Board of Education is the final authority in awarding renewals of contracts.

F. Term of Contract

The contractor, to whom the contract is awarded, will be required to do and perform the work/services and to provide and furnish the materials in connection therewith in accordance with the plans and specifications on or before the date listed in the Technical Specifications.

G. Purchase Order Required; Notice to Proceed

No contractor or vendor shall proceed with any project, provide any service, or deliver any goods until he is in receipt of an approved purchase order authorizing work to begin or goods to be delivered.

19. DEBARMENT, SUSPENSION, OR DISQUALIFICATION

The Board of Education will not enter into a contract for work with any person, company or firm that is on the State Department of Labor and Workforce Development; Prevailing Wage Debarment List, or the State of New Jersey Consolidated Debarment Report (www.state.nj.us/treasury/debarred). Pursuant to N.J.S.A. 52:32-44.1 (a), any person that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

All bidders are required to submit a sworn statement indicating whether the entity listed on the bid form or any person employed by this entity, nor the person's affiliates are not debarred from contracting with a federal government agency, nor debarred from contracting with the State of New Jersey. The Board of Education will verify the certification by consulting

- New Jersey Department of Treasury – Consolidated Debarment Report
- NJ Department of Labor and Workforce Development– Prevailing Wage Debarment List
- Federal Debarred Vendor List—System for Award Management (SAM.gov)

20. DELETION OF BIDDERS FROM BIDDERS LIST

The Board of Education will delete the name of vendors from the Board's list of bidders if on three (3) occasions the vendor did not respond to a request for bids. A letter from the vendors stating "no bid" will not be considered as a "no response to bid."

21. DELIVERY

FOB Destination, Freight Prepaid - The contractor, to whom the contract is awarded, retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to the Board of Education upon delivery and ownership by the Board; the successful bidder pays and bears the costs of all freight and delivery charges listed below. The Board of Education recognizes two (2) types of delivery:

A. Inside Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area outside the school or office building.

B. Spotted Delivery

Items are to be delivered to a Board of Education location and taken off the truck by transportation carrier personnel and brought to a designated area inside the school or office building. Transportation carrier personnel are responsible to then uncrate, set up, assemble items to determine good working order and remove all debris to the satisfaction of the Board of Education.

Contractors are cautioned to provide adequate personnel to deliver goods as none will be provided by the Board of Education. If a specialized person is needed to set up, assemble or an erect item, such assembly shall be completed within five (5) school days of the actual delivery date. Failure to assemble, setup, or erect items within the stated time may result in a \$100.00 per day assessment against the bidder for each day items are not assembled, setup or erected.

The Board of Education will not be responsible for any extra delivery costs. All bid prices for materials, goods and supplies are to include all shipping, freight, delivery and handling costs. Specific delivery instructions are provided in the General Specifications.

Please note! All packages, boxes, cartons etc., when delivered, must be plainly marked on the outside as to contents, and the Board of Education's purchase order number must be clearly printed on the packages, boxes, cartons, etc.

Delivery Guarantee

The contractor agrees to deliver the item(s) so listed in the bid specifications within the prescribed number of days also outlined in the bid specifications. Failure to deliver the designated items within the prescribed period of time shall cause the Board of Education to deduct penalties as per the schedule listed in the general specifications.

22. DOCUMENTS, MISSING/ILLEGIBLE

The bidder shall familiarize himself with all forms provided by the Board that are to be returned with the bid via e-procurement platform. This must be done before the bid date and time.

23. DOCUMENT SIGNATURES – ORIGINAL

All documents submitted with this bid shall be signed with an electronic signature via e-procurement platform. Failure to sign and return all required documents with the bid package may be cause for disqualification and for the bid to be rejected pursuant to N.J.S.A. 18A:18A-2(y) (non-responsive).

Forms provided by the Board of Education that must be uploaded with bid via e-procurement platform. Please check your bid package for these forms!

- Acknowledgement of Addenda
- Affirmative Action Questionnaire or Certificate of Employee Information Report stapled to Questionnaire
- Assurance of Compliance Statement
- Contractor/Vendor Questionnaire / Certification
- Disclosure of Investment of Activities in Iran Form
- Non-Collusion Affidavit
- Statement of Ownership
- Chapter 271 Political Contribution Disclosure Form
- Bid Guarantee (Bid Bond, Cashier's Check, or Certified Check) (*Only if Required*)
- Business Registration Certificate (BRC)
- Consent of Surety

24. ESTIMATED QUANTITIES

It is the intention of the Board of Education to order the quantities of items listed on the Bid Proposal Form. Bidders are notified that the aforementioned quantities are estimated quantities that the Board intends to purchase and are not to be relied upon as the actual quantity to be purchased. There may be some deviation to the number of items actually ordered because of budgeting and financial constraints of the school district.

25. EXAMINATION OF SPECIFICATIONS, ACKNOWLEDGEMENT

The bidder, by submitting a proposal, acknowledges that he has carefully examined the bid specifications, documents, addenda (if any), and the site; and that from his investigation, he has satisfied himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect the work or its performance, and that as a result of such examination, he fully understands the intent and purpose thereof, his obligations thereunder, and that he will not make any claim for, or have any right to damages, because of the lack of any information.

Each bidder submitting a bid for a service contract shall include in his bid price all labor, materials, equipment, services, and other requirements necessary, or incidental to, the completion of the work, and other pertinent work as hereinafter described, in accordance with the bid specifications and documents.

26. FALSE MATERIAL REPRESENTATION – N.J.S.A. 2C:21-34-97(b)

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award or performance of a government contract. If the contract amount is for \$25,000.00 or above, the offender is guilty of a crime of the second degree. If the contract amount exceeds \$2,500.00, but is less than \$25,000.00, the offender is guilty of a crime of the third degree. If the contract amount is for \$2,500.00 or less, the offender is guilty of a crime of the fourth degree.

Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

27. FORCE MAJEURE

Neither party shall be liable in damages for any failure, hindrance or delay in the performance of any obligation under this Agreement if such delay, hindrance or failure to perform is caused by conditions beyond the control of either party, including, but not limited to, Acts of God, flood, fire, war or the public enemy, explosion, government regulations whether or not valid (including the denial or cancellation of any export or other necessary license), court order, state funding, or other unavoidable causes beyond the reasonable control of the party whose performance is affected which cannot be overcome by due diligence. Vendors, and/or contractors who have a contract with the Board of Education to provide goods or services cannot unilaterally claim an increase in the cost of the contract because of Force Majeure.

28. INSURANCE AND INDEMNIFICATION

× REQUIRED □ NOT REQUIRED

When required by the Board of Education, the vendor/contractor to whom the contract is awarded for any service, work, or supplying of goods, and, shall secure, pay the premiums for and keep in force until the contract expires, insurance of the types and amounts listed below:

Commercial General Liability with a \$1,000,000 and \$2,000,000 General Aggregate per each occurrence for Bodily Injury, Personal and Advertising Injury, Property Damage and Products Liability.

Automobile Liability with a \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident.

Cyber Security and Privacy Liability with a \$1,000,000 per occurrence or claim.

Other Insurance Coverage

\$ 100,000 Pollution Cleanup

\$ 50,000 Fire Damage

\$ 5,000 Medical Expense

\$4,000,000 Excess Umbrella Liability

\$1,000,000 Sexual Harassment, Abuse or Molestation

(A) Insurance Certificate – When Required

The vendor/contractor must present to the Board of Education an insurance certificate in the above types and amounts before any work or service begins.

Automobile liability insurance shall be included to cover any vehicle used by the insured.

The certificate holder shall be as follows:

EDISON Board of Education
c/o Assistant School Business Administrator/Board Secretary
312 Pierson Avenue
Edison, New Jersey 08837

Additional Insured Claim -- The vendor/contractor shall include the following clause on the insurance certificate.

“EDISON Board of Education is named as an additional insured”

WORKERS COMPENSATION Evidence of adequate Workers Compensation Insurance as required by the laws of the State of New Jersey and the United States, must be available for perusal. The minimum limits are the following, unless a greater amount is required by law:

Bodily Injury by Accident	\$1,000,000. Each Accident
Bodily Injury by Disease	\$1,000,000. Policy Limit
Bodily Injury by Disease	\$1,000,000. Each Employee

(B) Indemnification

The vendor/contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Board and its agents, employees and Board members, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses (including, but not limited to, attorneys fees) in connection therewith on account of the loss of life or property or injury or damage to any person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract and the performance by contractor of services under the contract or by a party for whom the contractor is liable.

This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. The vendor/contractor is to assume all liability of every sort incident to the work, including property damage caused by him or his men or by any subcontractor employed by him or any of the subcontractor's men.

29. INTERPRETATIONS AND ADDENDA

No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be made electronically via e-procurement platform to the Purchasing Agent and must be received at least ten (10) days, not including Saturdays, Sundays and holidays, prior to the date fixed for the opening of bids to be given consideration. Any and all interpretations and any supplemental instructions will be distributed in electronic form of a written addenda to the specifications via e-procurement platform. The addenda will be provided in accordance with N.J.S.A. 18A:18A-21(c) to the bidders by e-procurement platform no later than seven (7) days Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. All addenda so issued shall become part of the contract document.

30. IRAN DISCLOSURE OF INVESTMENT ACTIVITIES N.J.S.A. 18A:18A-49.4

The Board of Education, pursuant to N.J.S.A. 18A:18A-49.4, shall implement and comply with Public Law 2012, c.25, Disclosure of Investment Activities in Iran—N.J.S.A. 52:32-55 et seq.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

If the Board determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran under section 4 of P.L.2012, c.25 (C.52:32-58), the board shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L.2012, c.25 (C.52:32-59).

In addition, bidders must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes on the lower portion of the enclosed form.

The Board has provided within the specifications, a Disclosure of Investments Activities certification form for all persons or entities, that plan to submit a bid, respond to a proposal, or renew a contract with the board, to complete, sign and submit with the proposal.

The Disclosure of Investment Activities in Iran Form is to be completed, certified and submitted prior to the award of contract.

31. LIABILITY – COPYRIGHT

The contractor shall hold and save the Board of Education, its officials and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

32. LIQUIDATED DAMAGES-\$1,000.00 PER DAY

The contractor agrees to substantially complete this project or service rendered to the complete satisfaction of the Board of Education by the stated contract completion date or within the number of working days so specified in the contract.

Failure to complete the project or rendered service with the specified time frame or contract completion date, shall lead to the Board of Education assessing liquidated damages against the contractor in accordance with and pursuant to N.J.S.A. 18A:18A-41.

For each calendar day the thereafter that the work included under this contract remains uncompleted the Board of Education shall assess liquidated damages of two hundred dollars (\$1,000.00) per day.

The Board of Education shall also assess against all monies owed to the contractor, all costs that the Board will incur because of each day the project remains uncompleted. The costs include but are not limited to:

- Construction management fees
- Architect/engineer fees
- District administrative fees
- Any inspector or inspectors necessarily employed by the Board of Education on the work, for any number of days in excess of the number allowed in the specifications

The Board of Education shall also assess against all monies owed to the contractor, liquidated damages for the violation of any terms and conditions of the contractor or agreement by the contractor or failure to perform said contract or agreements in accordance with its terms and conditions or the terms of conditions of the "Board of Education Contracts Law," in accordance with and pursuant to N.J.S.A. 18A:18A-41.

33. NON-COLLUSION AFFIDAVIT

A notarized Non-Collusion Affidavit shall be submitted with the bid/proposal. The bidder/respondent has to certify that he has not directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid. The respondent has to 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 of bona fide established commercial or selling agencies maintained by the respondent.

The Board of Education has provided a Non-Collusion Affidavit form here within the specifications package. All respondents are to complete, sign, have the signature notarized and submit the form with the proposal response.

Failure to submit the Non-Collusion Affidavit with the proposal may be cause for the disqualification of the proposal.

34. PAYMENTS

Every effort will be made to pay vendors and contractors within sixty (60) to ninety (90) days provided the Board of Education receives the appropriate documentation including but not limited to:

- Signed voucher by vendor;
- Packing Slips; and
- Invoices

Payment will be rendered upon completion of services or delivery of full order of goods/materials/supplies. Pursuant to the New Jersey Prompt Payment Law-- N.J.S.A. 18A:18A-10.1, unless otherwise provided for in the contract, the required payment date shall be ninety (90) calendar days from the date specified in the contract or if no required payment is specified in the contract, then the required payment date shall be 90 calendar days from the receipt of a properly executed invoice, or 90 calendar days from the receipt of goods or services, whichever is later. Interest shall not be paid unless goods and services are rendered.

35. POLITICAL CONTRIBUTIONS DISCLOSURE – PAY TO PLAY

Annual Disclosure

A business entity as defined by law is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005 Chapter 271 section 3) if the business entity receives contracts in excess of \$50,000 from public entities in a calendar year. It is the business entity's responsibility to determine if filing is necessary. Additional information on this requirement is available from the New Jersey Election Law Enforcement commission at 1-888-313-3532 or at www.elec.nj.us.

Chapter 271 Political Contribution Disclosure Form

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - a) of the public entity awarding the contract
 - b) of that county in which that public entity is located
 - c) of another public entity within that county
 - d) or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

The Board of Education has provided a Chapter 271 Political Contribution Disclosure Form within the specifications package for use by the business entity. The Board has also provided a list of agencies to assist the contractor. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed Chapter 271 Political Contribution Disclosure form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

POLITICAL CONTRIBUTIONS/AWARD OF CONTRACTS

Pursuant to N.J.A.C. 6A:23A-6.3 (a) (1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a) (1)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to a member of the board of education during the preceding one year period.

Contributions During Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a) (2-3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et seq.) to any member of the school board from any business entity doing business with the school district are prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form -- Required -- N.J.A.C. 6A:23A-6.3 (a) (4)

All business entities shall submit with their bid/proposal package a completed and signed Chapter 271 Political Contribution Disclosure Form. The Chapter 271 form will be reviewed by the Board to determine whether the business entity is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a) (2) Award of Contract.

The Chapter 271 Political Contribution Disclosure form shall be submitted with the response to the bid/proposal. Failure to provide the completed and signed form may be cause for disqualification of the bid/proposal.

36. PRE-EMPLOYMENT REQUIREMENTS--CONTRACTED SERVICE PROVIDERS

When applicable, all contracted service providers, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

37. PRODUCT GUARANTEE; NO SUBSTITUTIONS

The contractor shall guarantee that all goods and materials supplied shall be new, unused and meet the specifications as noted in this bid. The Board of Education will not accept substituted items that deviate from the items listed on the purchase order.

38. QUALIFICATION OF BIDDERS - Contractor Questionnaire Certification Form

The Board of Education may make such investigations as it seems necessary to determine the ability of the bidder to perform the terms of the contract. The bidder shall complete a Contractor Questionnaire Certification Form and return the form with the bid and shall furnish all

information to the Board as the Board may require to determine the contractor's ability to perform the duties and obligations as outlined in these specifications.

39. RIGHT TO KNOW LAW

All potentially hazardous materials or substances must be properly labeled in full accordance with the New Jersey Right to Know Law - N.J.S.A. 34:5A-1 et seq. All contractors or vendors who need additional information about the New Jersey Right to Know Law are to contact the:

New Jersey Department of Health and Senior Services
Right to Know Program
CN 368
Trenton, New Jersey 08625-0368

40. SAMPLES

From time to time the School Business Administrator/Board Secretary may require the submission of samples either before or at the time of the bid, at no charge to the district, in order to ascertain whether or not a product will be suitable for the purpose for which it is intended. If it is specifically stated elsewhere in the bid documents that samples are required, full size samples must be submitted not later than the official *BID OPENING*. Failure to submit said samples may be regarded as a basis for rejecting the bid. Samples may be impounded until satisfactory completion of the contract. Otherwise, all samples must be picked up by the bidder within thirty (30) days of the award of contracts or said samples will be presumed abandoned and the School Business Administrator/Board Secretary will dispose of them as he sees fit.

41. STATEMENT OF OWNERSHIP (N.J.S.A. 52:25-24.2)

No business organization, regardless of form of ownership, shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. **Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.**

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is required.

42. SUBCONTRACTING; ASSIGNMENT OF CONTRACT

Contractors, service providers, and all vendors with whom the Board of Education has an executed contract, may not subcontract any part of any work done or assign any part of a contract for goods or materials for the Board without first receiving written permission from the Acting School Business Administrator and/or Board Secretary.

Contractors, service providers, and vendors using subcontractors assume all responsibility for work performed by subcontractors. The School Business Administrator/Board Secretary may require the following documents to be secured from all approved subcontractors:

- a. Insurance Certificate as outlined in the bid specifications;
- b. Affirmative Action Evidence as outlined in the bid specifications;
- c. Written certification that the subcontractor shall adhere to prevailing wages as provided through New Jersey State Law.

In cases of subcontracting, the Board of Education shall only pay the prime contractor. It is the sole responsibility of the prime contractor to ensure that all subcontractors are paid. The Board of Education shall not be responsible for payments to subcontractors and shall be held harmless against any or all claims generated against prime contractors for non-payment to subcontractors. Transportation carriers hired by the vendor to deliver goods and materials are not considered to be subcontractors.

43. TAXES

As a New Jersey governmental entity, the Board of Education is exempt from the requirements under New Jersey state sales and use tax (N.J.S.A. 54:32B-1 et seq.), and does not pay any sales or use taxes. Bidders should note that they are expected to comply with the provisions of said statute and the rules and regulations promulgated thereto to qualify them for examinations and reference to any and all labor, services, materials and supplies furnished to the Board of Education. Contractors may not use the Board's tax exempt status to purchase supplies, materials, service or equipment.

A contractor may qualify for a New Jersey Sales Tax Exemption on the purchase of materials, supplies and services when these purchases are used exclusively to fulfill the terms and conditions of the contract with the Board of Education. All contractors are referred to New Jersey Division of Taxation–Tax Bulletin S&U-3 for guidance. Again, contractors are not permitted to use the Board's tax identification number to purchase supplies, materials, services of equipment.

44. TERMINATION OF CONTRACT

If the Board determines that the contractor has failed to comply with the terms and conditions of the bid and/or proposal upon which the issuance of the contract is based or that the contractor has failed to perform said service, duties and or responsibilities in a timely, proper, professional and/or efficient manner, then the Board shall have the authority to terminate the contract upon written notice setting forth the reason for termination and effective date of termination.

Termination by the Board of the contract does not absolve the contractor from potential liability for damages caused by the District by the contractor's breach of this agreement. The Board may withhold payment due the contractor and apply the same towards damages once established.

The Board will act diligently in accordance with governing statutes to mitigate damages. Damages may include the additional cost of procuring said services or goods from other sources.

The contractor further agrees to indemnify and hold the District harmless from any liability to subcontractors or suppliers concerning work performed or goods provided arising out of the lawful termination of this agreement. The contract may be terminated by the board for

convenience without any liability or penalty to the board except that the contractor shall be paid for services that are rendered prior to the date of termination, excluding loss of profits, loss of business advantage, compensatory or consequential damages.

45. WITHDRAWAL OF BIDS

Before The Bid Opening

The School Business Administrator/Board Secretary may consider a written request from a bidder to withdraw a bid if the written request is received by the School Business Administrator/Board Secretary before the advertised time of the bid opening. Any bidder who has been granted permission by the School Business Administrator/Board Secretary to have his/her bid withdrawn cannot re-submit a bid for the same advertised bid project. That bidder shall also be disqualified from future bidding on the same project if the project is re-bid.

After The Bid Opening

The Board of Education may consider a written request from a bidder to withdraw a bid, if the written request is received by the School Business Administrator/Board Secretary within five (5) business days after the bid opening. A request to withdraw a bid after the specified number of days will not be honored. The contractor/vendor who wishes to withdraw a bid must provide a certification supported by written factual evidence that an error or omission was made by the contractor and that the error or omission was a substantial computational error or an unintentional omission or both.

The request to withdraw a bid after the bid opening may be reviewed by the School Business Administrator/Board Secretary, the Director of Facilities, other interested administrators; and the Architect of Record for the project (if necessary) and/or the Board Attorney and a recommendation will be made to the Board of Education. If the Board of Education grants permission to have the bid withdrawn the contractor/vendor shall be disqualified from bidding on the same project if the project is re-bid. If the contractor/vendor fails to meet the burden of proof to have the bid withdrawn the request to withdraw the bid will be denied and if the contractor/vendor fails to execute the contract the bid guarantee will be forfeited and become property of the Board of Education.

46. CHANGE ORDERS (N.J.A.C 6A:23A-21.1 et seq.) (N.J.S.C. 5:30-11-1 et seq.)

The issuance of purchase orders pursuant to an open-end contract is considered to be the carrying out of the contract and not a change order. The following requirements apply:

- A. A district board of education or charter school board of trustees shall not use orders under open-end contracts for purposes such as changing the quality or character of items to be provided, or exceed the maximum number(s) of items or units provided for in the original specifications and contract. Such changes would constitute a change order;
- B. The district board of education or charter school board of trustees shall execute such contract for a period not to exceed the requirements of N.J.S.A. 18A:18A-1 et seq., the Public School Contracts Law, unless specifically authorized by law;
- C. The district board of education or charter school board of trustees shall execute a certificate of availability of funds each time an order is placed covering the amount of

the order, unless the district board of education or charter school board of trustees wishes to commit and certify the full amount of the open-end contract at the outset. The certificate must be executed before the district board of education or charter school board of trustees incurs a contractual liability on its part; and

- D. The school official authorized to serve as purchasing agent pursuant to N.J.S.A. 18A:18A-2 shall place such orders subject to such controls or approval requirements as the district board of education or charter school board of trustees may lawfully impose. (N.J.A.C. § 6A:23A-21.1)



BID DOCUMENTS AND REQUIRED DOCUMENTATION

All documents in this section shall be completed, signed and uploaded with the bid package – Failure to submit the bid documents and other documents so specified may be cause to reject the bid for being non-responsive (N.J.S.A. 18A:18A-2(y)).



Acting School Business Administrator

To be completed, signed and uploaded with Bid

ACKNOWLEDGEMENT OF ADDENDA

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Bid Number 22-26

Bid Date: **February 15, 2022**

The bidder acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of bidding and agrees that said Addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the Addenda.

ADDENDA NO.

ISSUING DATES

_____	_____
_____	_____
_____	_____
_____	_____

☐ **No Addenda Received**

Name of Company _____

Address _____ P.O. Box _____

City, State, Zip Code _____

Name of Authorized Representative _____

Signature _____ **Date** _____

AFFIRMATIVE ACTION QUESTIONNAIRE

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Bid Number 22-26

Bid Date: **February 15, 2022**

This form is to be completed and returned with the bid. However, the Board will accept in lieu of this Questionnaire, Affirmative Action Evidence Employee Information Report stapled to this page.

1. Our company has a federal Affirmative Action Plan approval. ☐ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a N.J. State Certificate of Employee Information Report ☐ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered **"NO"** to both questions No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

www.state.nj.us/treasury/contract/compliance/

- Click on "Employee Information Report"
- Complete and submit the form with the appropriate payment to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, NJ 08625-0206

All fees for this platform are to be paid directly to the State of New Jersey. A copy shall be submitted to the Board of Education prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature _____

Title _____ Date _____

Name of Company _____

Address _____

City, State, Zip _____

ASSURANCE OF COMPLIANCE

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Bid Number 22-26

Bid Date: **February 15, 2022**

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands its obligation to provide all students and staff members a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

<http://nj.gov/education/educators/crimhist/preemployment/>

Name of Company _____

Name of Authorized Representative _____

Signature _____ Date _____

To be completed, signed and uploaded with Bid

**CONTRACTOR/VENDOR QUESTIONNAIRE CERTIFICATION
Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe**

Bid Number 22-26

Bid Date: **February 15, 2022**

Name of Company _____

Address _____ PO Box _____

City, State, Zip _____

Business Phone Number (____) _____ Ext. _____

Emergency Phone Number (____) _____

FAX No. (____) _____ E-Mail _____

FEIN No. _____

Years in Business _____ Number of Employees _____

References – Work previously done for School Districts in New Jersey

<u>Name of District</u>	<u>Address</u>	<u>Contact Person/Title</u>	<u>Phone</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Vendor Certification

Direct/Indirect Interests

I declare and certify that no member of the EDISON Board of Education, nor any officer or employee or person whose salary is payable in whole or in part by said Board of Education or their immediate family members are directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of profits thereof. If a situation so exists where a Board member, employee, officer of the board has an interest in the bid, etc., then please attach a letter of explanation to this document, duly signed by the president of the firm or company.

Gifts; Gratuities; Compensation

I declare and certify that no person from my firm, business, corporation, association or partnership offered or paid any fee, commission or compensation, or offered any gift, gratuity or other thing of value to any school official, board member or employee of the Edison Board of Education.

Vendor Certifications

I declare and certify that I fully understand N.J.A.C. 6A:23A-6.3(a) (1-4) concerning vendor contributions to school board members.

I certify that my company is not debarred from doing business with any public entity in New Jersey or the United States of America. N.J.S.A. 52:32-44.1, N.J.A.C. 17:19-1.1 et seq.

I further certify that I understand that it is a crime in the second degree in New Jersey to knowingly make a material representation that is false in connection with the negotiation, award or performance of a government contract.

President or Authorized Agent (Print)

SIGNATURE

To be completed, signed and uploaded with Bid

EDISON BOARD OF EDUCATION

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM
Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe**

Bid Number 22-26

Bid Date: **February 15, 2022**

VENDOR/BIDDER NAME _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at

<https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Version REV. 2.1 2021

This form is to be completed, certified and submitted prior to the award of contract.

To be completed, signed and uploaded with Bid

NON-COLLUSION AFFIDAVIT

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Bid Number 22-26

Bid Date: **February 15, 2022**

STATE OF _____

COUNTY OF _____

I, _____ of the City of _____

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

I am _____ of the firm of _____

Position in Company

and the bidder making the Proposal for the above names contract, and that I executed the said Proposal with full authority so to do; that I have not, directly or indirectly, entered into any agreement, participated in any collusion, discussed any or all parts of this proposal with any potential bidders, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named bid, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Board of Education relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said bid.

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 of bona fide established commercial or selling agencies maintained by

(Print Name of Contractor/Vendor)

Subscribed and sworn to: _____

(SIGNATURE OF CONTRACTOR/VENDOR)

before me this _____ day of _____, _____.
Month Year

NOTARY PUBLIC SIGNATURE

Print Name of Notary Public

My commission expires _____, _____.
Month Day Year

- Seal -

To be completed, signed and uploaded with Bid

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:2524.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Bid Number 22-26

Bid Date: **February 15, 2022**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

For-Profit Corporation (any type) Limited Liability Company (LLC)

Partnership Limited Partnership Limited Liability Partnership (LLP)

Other (be specific): _____

Part II Check the appropriate box

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity		Home Address (for Individuals) or Business Address	

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **EDISON Board of Education** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Board of Education** to notify the **Board of Education** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Board of Education** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

EDISON BOARD OF EDUCATION

**Chapter 271
Political Contribution Disclosure Form**

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Bid Number 22-26

Bid Date: **February 15, 2022**

**(Contracts that Exceed \$17,500.00)
Ref. N.J.S.A. 19:44A-20.26**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Name of Recipient Elected Official/ Committee/Candidate</u>	<u>Name of Contributor</u>

The Business Entity may attach additional pages if needed.

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that _____ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent _____

Signature _____ Title _____

Business Entity _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - o or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.

(Unofficial version, Assembly Committee Substitute to A-3013, First Reprint*)

AN ACT authorizing units of local government to impose limits on political contributions by contractors and supplementing Title 40A of the New Jersey Statutes and Title 19 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

40A:11-51 1. a. A county, municipality, independent authority, board of education, or fire district is hereby authorized to establish by ordinance, resolution or regulation, as may be appropriate, measures limiting the awarding of public contracts therefrom to business entities that have made a contribution pursuant to P.L.1973, c.83 (C.19:44A-I et seq.) and limiting the contributions that the holders of a contract can make during the term of a contract, notwithstanding the provisions and parameters of sections 1 through 12 of P.L.2004, c.19 (C. 19:44A-20.2 et al.) and section 22 of P.L.1973, c.83 (C.19:44A-22).

b. The provisions of P.L.2004, c.19 shall not be construed to supersede or preempt any ordinance, resolution or regulation of a unit of local government that limits political contributions by business entities performing or seeking to perform government contracts. Any ordinance, resolution or regulation in effect on the effective date of P.L.2004, c.19 shall remain in effect and those adopted after that effective date shall be valid and enforceable.

c. An ordinance, resolution or regulation adopted or promulgated as provided in this section shall be filed with the Secretary of State.

19:44A-20.26 2. a. Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-I et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

c. As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

"State agency" means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

19:44A-20.13 3. a. Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

b. The commission shall prescribe forms and procedures for the reporting required in subsection a. of this section which shall include, but not be limited to:

(1) the name and mailing address of the business entity making the contribution, and the amount contributed during the 12 months prior to the reporting deadline;

(2) the name of the candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, candidate committee, joint candidates committee, political party committee, legislative leadership committee, political committee or continuing political committee receiving the contribution; and

(3) the amount of money the business entity received from the public entity through contract or agreement, the dates, and information identifying each contract or agreement and describing the goods, services or equipment provided or property sold.

c. The commission shall maintain a list of such reports for public inspection both at its office and through its Internet site.

d. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity, or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

As used in this section:

"business entity" means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction; and

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate.

e. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

4. This act shall take effect immediately.

* Note: Bold italicized statutory references of new sections are anticipated and not final as of the time this document was prepared. Statutory compilations of N.J.S.A. 18A:18A-51 is anticipated to show a reference to N.J.S.A. 40A:11-51 and to N.J.S.A. 19:44A-20.26

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Middlesex

State: Governor, and Legislative Leadership Committees

Legislative District #s: 13, 14, 17, 18, 19, 22

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Carteret Borough	Jamesburg Borough	Old Bridge Township	South Plainfield Borough
Carteret Borough	Metuchen Borough	Perth Amboy City	South River Borough
Dunellen Borough	Middlesex Borough	Piscataway Township	Spotswood Borough
East Brunswick Township	Milltown Borough	Plainsboro Township	Woodbridge Township
Edison Township	Monroe Township	Sayreville Borough	
Helmetta Borough	New Brunswick City	South Amboy City	
Highland Park Borough	North Brunswick Township	South Brunswick Township	

Boards of Education (Members of the Board):

Carteret Borough	Highland Park Borough	North Brunswick Township	South Brunswick Township
Cranbury Township	Jamesburg Borough	Old Bridge Township	South Plainfield Borough
Dunellen Borough	Metuchen Borough	Perth Amboy City	South River Borough
East Brunswick Township	Middlesex Borough	Piscataway Township	Spotswood Borough
Edison Township	Milltown Borough	Sayreville Borough	West Windsor-Plainsboro Regional
Helmetta Borough	Monroe Township	South Amboy City	Woodbridge Township

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

APPENDIX B

BID SPECIFICATIONS FOR THE LABELING OF LIQUID, POWDER AND GASEOUS SUPPLIES DELIVERED TO THE BOARD OF EDUCATION

RIGHT TO KNOW

1. All products that you deliver to the EDISON Board of Education must be labeled in accordance with the New Jersey Right to Know Law (N.J.S.A. 34:5A-1 et seq.)
 - A. The label must list the 5 predominant ingredients and any hazardous chemicals in the product.
 - B. Next to each chemical name will be the CAS number of that chemical.
 - C. The label must be attached to each container (bottle, box, can, bucket, etc.)
2. Material Safety Data Sheets (MSDSs) must accompany the first shipment of the product.
3. The Board of Education reserves the right to reject any shipment not in compliance with the above specifications.

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http:// www.state.nj.us/treasury/contract_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

(Revised: January, 2016)

EDISON BOARD OF EDUCATION



TECHNICAL SPECIFICATIONS



Acting School Business Administrator

EDISON BOARD OF EDUCATION

TECHNICAL SPECIFICATIONS

Asbestos Abatement and Disposal - EHS/JPS Aud/Cafe

Edison High School - Auditorium & Cafeteria
50 Boulevard of Eagles, Edison, NJ 08817

JP Stevens High - Cafeteria
855 Grove Avenue, Edison, NJ 08817

BID NO: 22-26

Bid Date: February 15, 2022

Please see attached document

TO All Bidders:

REMINDER!

Did you sign all of the bid documents and upload to e-procurement platform?

All bid documents returned to the Board shall be signed via electronically via e-procurement platform at the following website:
<https://epssourcing.ecsourcing.com>.

Failure to sign all bid documents may be cause for disqualification and rejection of the bid.

Acting School Business Administrator

RJB PROJECT #2021052-02

December 31, 2021



TECHNICAL SPECIFICATIONS FOR ASBESTOS ABATEMENT

EDISON HIGH SCHOOL – AUDITORIUM & CAFETERIA
50 Boulevard of Eagles, Edison, NJ 08817
J.P. STEVENS HIGH SCHOOL –CAFETERIA
855 Grove Avenue, Edison, NJ 08817

PREPARED FOR:
EDISON TOWNSHIP PUBLIC SCHOOLS
312 PIERSON AVENUE, EDISON, NJ 08837

REVIEWED, APPROVED AND RELEASED

A handwritten signature in black ink, appearing to read 'Richard J. Beach', is written over a horizontal line.

PROJECT DESIGNER: Richard J. Beach
EPA Certification # ACC-0621-10-008
RJB Environmental, Inc.
ASCM FIRM : 00149

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SECTION 1 - ASBESTOS ABATEMENT

PART 1 - GENERAL CONDITIONS

1.1 GENERAL REQUIREMENTS

- A. **RELATED DOCUMENTS:** Project Specifications and Plans, associated reports, and general requirements of the Contract apply to this work. The Contractor is bound by all referenced Contract Documents. The written Contract for the work specified is with the Building Owner, Lessee, or Owner's Agent and shall be executed prior to the commencement of the work.
- B. **SITE INSPECTION:** Before submitting a proposal or bid the Contractor shall perform a verification of site conditions. The Contractor shall be held responsible to have examined the premises so as to be familiar with the existing site conditions under which the work shall be executed. The Contractor will not be granted a change order or allowed to withdraw its bid for failing to conduct this site verification.
- C. **OTHER DOCUMENTS:** The Contractor shall review the written Specification in conjunction with the Project's Plans and any other related documents, such as an assessment report. The Contractor should pose any questions in writing prior to the submission of its bid/proposal, to ascertain the intended Scope of Work. Supplementary General Conditions, Specification sections, addenda, and modifications to the contract documents issued subsequent to the published date of these Plans and Specifications shall be acknowledged on the bid/proposal.
- D. **SUBCONTRACTORS:** If allowed by written contract, sub-contracting portions of the work shall be performed such that prevailing wage rates are maintained, if applicable, and that work schedules not be changed that result in delays, claims, and losses in the performance of work. All sub-contractors shall be approved in advance and maintain insurances as required by the Contract documents.
- E. **INSURANCES:** The Edison Township Public Schools, USA Architects and RJB Environmental, Inc., shall be named additionally insured. The Contractor and each Sub-Contractor shall procure and maintain the following **minimum** insurances from commencement until completion and final acceptance of the work. Should the actual Contract signed require greater insurance coverage amounts, then the Contractor is required to maintain those amounts. Coverages shall apply to workers employed in connection with the work under Contract and shall be in force for every State and Federal statute applicable to workers' compensation. The Contractor may procure additional insurance it deems necessary to protect themselves against hazards not covered by the Owner's property insurance. Owner's all-risk insurance typically does not cover theft of material unless installed and made part of the building structure. Such hazards may include coverage for materials and equipment on-site, water damage, theft, building collapse and against loss of owned or rented equipment and tools, equipment, scaffolding, and any other property owned or rented by the Contractor.

Insurance Type	Required Minimum
Workers' Compensation (Statutory Limits) And Employer's Liability Insurance	\$1,000,000
Comprehensive General Liability and Specific Asbestos Abatement Liability*	\$1,000,000 combined single limit.
Bodily injury and personal injury, property damage	\$1,000,000 combined single limit. \$1,000,000 excess liability coverage
Comprehensive Automobile Liability Insurance	\$1,000,000 combined single limit
Pollution Liability	\$1,000,000 per occurrence
Umbrella Coverage	\$1,000,000 per occurrence

1.2 SUMMARY OF WORK

- A. SCOPE OF WORK:** The Contractor is responsible for the removal of Asbestos-Containing Materials (ACM's), inclusive of scaffold and work area preparation activities. At all times, an Asbestos Abatement Supervisor and Asbestos Safety Technician (AST) shall be on-site and available while work is being performed. All abatement work shall be completed in strict accordance with the Project Plans and Specifications, the Sub-chapter (as applicable) and all other applicable Local, State and Federal regulations and guidelines. The Contractor shall field verify all materials, quantities, locations, and field conditions prior to submitting their bid proposal. Compliance with all applicable Federal, State, and Local procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required and said compliance is the sole responsibility of the Contractor.
- B. PROJECT SUMMARY:** The intent of this asbestos abatement project is to remove all asbestos-containing materials (ACM's) within the Auditorium of the Edison High School prior to its renovation, the removal of the thermal system fitting insulation within the cafeteria of the Edison High School. In addition, the project includes the removal of thermal system fitting insulation within the cafeteria in the J.P. Stevens High School. The Contractor is responsible for the two (2) phases of removal of all ACM's outlined in Table 1 and Table 2. Phase 1 includes the removal of the acoustical plaster and associated wire lathe from the walls and ceiling from the Auditorium of the Edison High School and shall be completed within a full containment within an Occupied building, per N.J.A.C. 5:23-8.19. Phase 2 includes the removal of the floor tile and its associated mastic from the Auditorium of the Edison High School within general isolation as a non-friable removal outside of the regulatory requirements of N.J.A.C. 5:23-8, once the scaffold has been dismantled and removed. Phase 3 will be the removal of the thermal system fitting insulation within the two (2) schools' cafeterias. As the amount of material to be abated is less than ten (10) linear feet, the glove bag abatement work for Phase 3 is outside the requirements of N.J.A.C. 5:23-8. It is the Contractor's responsibility to coordinate their schedule with the Owner, the Owner's Architect as well as the District's Construction Manager and RJB Environmental, Inc.

C. DESCRIPTION**Base Bid**

All work shall be conducted within the Auditorium and Cafeteria of the Edison High School and the Cafeteria of the J.P. Stevens High School.

The Contractor shall remove and dispose of approximately:

Table 1: Asbestos Containing Materials - Auditorium		
Material Description	Material Location	Estimated Quantity
Phase 1 - Acoustical Wall and Ceiling Plaster	Auditorium	8,250 Square Feet
Phase 1 – Thermal System Fitting Insulation	Aud. HVAC Room	5 Fittings
Phase 2 - Vinyl Asbestos Floor Tile and Associated Mastic	Auditorium	1,650 Square Feet

Phase 1:

1. Phase 1 of the abatement work shall be completed within a negatively pressured full containment as stated in Section 3.3 and 3.14 of these Specifications. As the acoustical ceiling plaster is approximately twenty-five feet (25') above the floor surface and the wall plaster proceeds down the wall to approximately six feet (6') above the floor surface, the Contractor is required to erect scaffolding within the Auditorium to establish a temporary floor no more than ten feet (10') from the ceiling. Additionally, the scaffolding shall allow for a tiered construction and ladder access to the tiers around its perimeter to allow for access to the side and back walls for abatement. The scaffolding shall be erected in accordance with 29 CFR, Part 1910.27(a) *Scaffolds*. Additionally, scaffolds used in general industry must meet the requirements in 29 CFR, Part 1926, subpart L (Scaffolds). The Contractor shall employ a scaffolding sub-contractor familiar and equipped to install safe and compliant scaffolding within the space. (**Note*** - *The auditorium chairs will be removed by others in advance of the scaffolding erection.*)
2. The licensed Asbestos Abatement Contractor shall isolate the Phase 1 acoustical wall and ceiling plaster work area in accordance with preparation requirements for full containment within **Occupied** buildings, N.J.A.C. 5:23-8.19 Asbestos Hazard Sub-code (i.e., the installation of fire-retardant walls, ceiling on the scaffold tiers and floor polyethylene) and as depicted on the attached Plans. The full containment shall be constructed atop the scaffolding incorporating a layer of plywood covered with a layer of EPDM roofing membrane which shall be sealed together with lapping cement to eliminate the potential of water leaks from the containment. The work area shall incorporate the erection of a three (3)-stage decontamination unit and an adjacent two (2) chamber waste decontamination unit within the Auditorium which shall be connected to the stairs erected to access the scaffolded work area. The stairwell shall be enveloped in a two (2) layer critical wall which shall attach to the decontamination unit and the containment above, incorporating the two (2) as one (1). Additionally, the Abatement Contractor shall employ sufficient HEPA filter equipped Air Filtration Devices (AFDs) within each layer of the containment to establish and maintain a minimum of four (4) air changes per hour and a minimum of - 0.05 inches of water column (i.w.c.) of negative pressure from the commencement of ceiling and wall removal through final clearance testing. All personnel access shall be through the three-stage decontamination unit and waste disposal shall be through the waste unit

both of which shall be constructed within the auditorium. Contractor access to the area shall only be through the door from the Parking Lot.

3. All acoustical wall and ceiling plaster, brown coat and substrate wire lath shall be removed through required wet methods with amended water. All ceiling waste shall be packaged first within two (2) individual six-mil polyethylene waste bags **and** gasket sealed fiber drums with all proper labeling (i.e., OSHA., EPA and DOT).
4. The Contractor shall be responsible for the initial cut and removal of the perimeter of the ceiling to gain access to potential openings above the ceiling which will require the sealing of any such openings with critical barriers or spray foam as appropriate to maintain the required negative air pressure. This work shall be completed prior to the commencement of full-scale ceiling removal.
5. The Contractor shall be required to complete cleaning of all substrate surfaces through HEPA vacuuming and wet wiping of all horizontal and vertical surfaces which will be accessible once the ceiling is removed. Upon completion of the cleaning of the plenum as well as the work area and its subsequent inspection, all surfaces within the work area shall be encapsulated with an approved encapsulant.
6. The Contractor shall construct separation barriers which are kick out capable in each of the doorways from the stage and the auditorium to the adjacent hallways. The barrier shall be installed with wedges, into the door frame and shall be caulk sealed in place. The Contractor shall then install double layer critical barriers inside and outside of the doorways upon which are posted the required most recent OSHA Asbestos Warning Signs.
7. The Contractor shall establish temporary lighting within the work area, in a sufficient amount to provide the required foot candles of light in accordance with 29 CFR, Part 1926.56.
8. All line electric within the regulated work area shall be locked out/tagged out. The Contractor shall provide power from outside the work area using a GFCI panel. All HVAC systems within the work area shall be shut down and isolated from the work area.
9. All wood used for construction shall be Class 1, A-grade fire-rated and all polyethylene sheeting, flame-resistant.
10. Prior to the start of the acoustical plaster preparation or removal, the Contractor shall erect a limited enclosure within the HVAC room for the Edison High School Auditorium and remove the fitting insulation in accordance with the glove bag requirements as outlined in Section 3.3 and 3.16 of these Specifications as well as the requirements of N.J.A.C. 5:23-8.17.

Phase 2:

1. Phase 2 of the work shall incorporate the floor tile and mastic removal which shall be performed within a negative pressure enclosure (i.e., general isolation) consisting of critical barriers over all openings to the exterior of the work area. Additionally, a two foot (2') high "slop" barrier shall be installed around the base of the walls, once the scaffold has been broken down and demobilized. Floor

tile and the associated mastic removal shall be completed through the employment of radiant heat machines and an aqueous, no odor, soybean-based mastic removal product or other like in kind approved by the ASCM firm. All remaining carpet shall be wetted with amended water, removed and disposed of as Asbestos Waste. Remaining carpeting removed shall be cut into a manageable size and packaged for disposal as ACM, in either double bags or in packages constructed of two (2) layers of six-mil polyethylene sheeting sealed with spray glue and duct tape and affixed with the proper OSHA, EPA and DOT labeling. Double layer floor tile, if identified, shall be abated in single layers to reduce the potential for breakage.

2. The Abatement Contractor shall isolate the work area via general isolation as stated in Section 3.3 and 3.15 of these Specifications and as depicted in the Project Plans. The Contractor shall perform the removal of the floor tile and mastic as non-friable abatement in accordance with the Resilient Floor Covering Institute's (RFCI's) requirements. The Contractor shall clean all flooring substrate surfaces with *Sentinel 805*, *Envirowash*, or approved equivalent to remove mastic/mastic remover residue such that new flooring installations will not be compromised.

Phase 3:

Table 2: Asbestos Containing Materials - Cafeterias		
Material Description	Material Location	Estimated Quantity
Edison High School – Thermal System Fitting Insulation	Cafeteria	11 Fittings
J.P. Stevens High School – Thermal System Fitting Insulation	Cafeteria	2 Fittings

1. Phase 3 of the work shall consist of the removal of thermal system fitting insulation which shall be completed using the glove bag removal method within a series of limited containments.
2. The Contractor shall establish a remote three (3) stage decontamination unit within each of the cafeterias of the Edison and J.P. Steven High Schools. Single stage decontamination units shall be placed at the entrance to each of the limited enclosures.
3. The abatement work shall be completed through the employment of industry standard glove bag methodology as further outlined in Section 3.16 of these Specifications and as required by N.J.A.C. 5:23-8.17.
4. The Contractor shall incorporate Air Filtration Devices (AFDs) to establish 0.02 i.w.c. of negative pressure. The Contractor shall also be responsible for the smoke testing of the glove bags under the direct review and approval of the onsite AST.
5. **Quantities:** The quantities shown for the three (3) phases of work are for the Contractor's informational purposes. No guarantee is expressed or implied that the quantities are correct or that the asbestos-containing materials are easily removed from the substrate, surfaces or components. No allowances shall be made for the failure of the Contractor to verify, in the field, material amounts or existing field conditions.

Refer to the Asbestos Abatement Drawings for approximate locations of the various identified asbestos-containing materials, incorporating the materials to be removed and locations of specified critical barriers, walls and floors, etc.

1.3 CONTRACTOR'S SCHEDULE

- A. Work of the Phase 1 shall be completed within a maximum of forty (40), eight (8) hour work shifts, inclusive of satisfactory clearance air sample analysis, containment breakdown and removal of waste from the site. At a minimum, the Contractor shall keep a supervisor on-site for the entire duration of the abatement phase to ensure maintenance of the engineering controls (i.e., negative pressure) or they may establish remote wireless alarm notification for the loss of negative pressure. All work shall be completed after 3 p.m. each evening. The Phase 1 removal of the of the acoustical ceiling and wall plaster shall be completed through the employment of two (2) work shifts per evening. The first shift shall start at 3 p.m. and be completed at 11 p.m. the second shift shall overlap, starting at 10 p.m. and shall be completed at 6 a.m. each morning prior to the start of the school day.
- B. The work of Phase 1 shall commence on February 28, 2022, with scaffold installation which shall complete by March 4, 2022. Preparation of the work area through abatement shall commence on March 7, 2022 and shall be completed by April 1, 2022. The Phase 2 work shall commence upon completion of the ceiling renovation work and demobilization of the scaffold and shall be completed within ten (10) eight (8) hour shifts. The Contractor shall work with the General Contractor (GC) to come to agreement with respect to the scaffold remaining, if desired by the GC. The phase 3 fitting abatement shall be completed within a series of five (5) evening shifts (i.e., 3pm to 11:30pm) for both cafeterias, starting the week of April 4, 2022. The Certificate of Occupancy shall be received from the local code official no later than the completion date of the Phase 1 work on April 2, 2022.
- C. LIQUIDATED DAMAGES: Failure for the Contractor to complete the project in said time will result in liquidated damages of \$500.00 per calendar day, for each calendar day the project exceeds the project completion date. In addition, should final clearance air samples fail, the Contractor shall re-clean the work area at no additional cost to the Owner or their representatives. Additional costs incurred for all re-sampling of the work area shall be the responsibility of the Contractor, at no additional cost to the Owner or his/her representatives.

SEQUENCE OF WORK: The Contractor shall follow the general sequence of events as described below.

1. Installation of the scaffolding.
2. Construction of separation barriers.
3. Preparation of the work area.
4. Demolition/surgical removal of ceiling perimeter as needed to complete preparation.

5. Removal and packaging of ACM.
6. Removal of asbestos containing waste from the work area.
7. Cleaning and Encapsulation of the work area.
8. Removal of containment systems following acceptable final clearance air testing.
9. Demobilization of the scaffolding.
10. Transport and Disposal of the Friable ACM.
11. Containment and removal of the Floor Tile and Associated Mastic.
12. Removal of containment systems following acceptable final clearance testing.
13. Transport and Disposal of the Non-friable ACM.

1.4 DESCRIPTION

- A. Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of the NJ DCA, NJ DHSS, NJ DOLWD, US EPA and OSHA, as applicable, and all other applicable regulatory agencies, to complete the removal of asbestos-containing materials as described in the Summary of Work.

1.5 SUBMITTAL REQUIREMENTS

- A. Pre-work Submittals
 1. **NOTIFICATIONS:** Submit Notifications to the appropriate agencies as required by State and Federal Regulations at least ten (10) business days in advance of the project, and provide copies to RJB Environmental, Inc.
 2. **PERMITS:** Submit copies of Construction permits, when required by State and Local regulations.
 3. **LICENSES:** Submit copies of valid and current NJ Asbestos Abatement Licenses and permits necessary to carry out the work including, but not limited to the Contractor license, supervisor licenses, and worker licenses.
 4. **HEALTH AND SAFETY PLAN:** Submit the Contractor Health and Safety Program with project specific Emergency Plans and Contacts to be posted at the jobsite.
 5. **RESPIRATORY PROTECTION PROGRAM:** Submit the Contractor Respiratory Protection Program.

6. **WORKER TRAINING:** The Contractor shall submit a list of the persons who will be employed and any sub-contractors involved in the removal work. Present evidence that personnel have received proper training required by regulations and the medical examinations required by OSHA 29 CFR 1926.1101. Submit fit-testing records for these workers/personnel.
7. **SAFETY DATA SHEET:** Submit a Safety Data Sheet (SDS), or equivalent for each material proposed for use during the work in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200).

B. CLOSE-OUT SUBMITTALS

1. Submit copies of the fully completed Waste Shipment Records (WSR) as documentation of compliance with NESHAP 61.150 (d) (3) and (4).
2. Submit OSHA compliance air monitoring records of sampling conducted during the work.
3. Submit copies of the daily progress logs.
4. Submit copies of Visitors' Logs.

1.6 TERMINOLOGY

ABATEMENT: Procedures including the removal, repair, encapsulation or enclosure of ACM/ACBM.

ACBM OR ACM: Asbestos-containing building materials or asbestos-containing materials.

AIR LOCK: A serial arrangement of rooms whose polyethylene flapped doors are spaced a minimum of four (4) feet apart to permit ingress or egress through one (1) room without interfering with the next and constructed in such a manner as to prevent or restrict the free flow of air in either direction.

AIR PRESSURE DIFFERENTIAL: When air pressure is lower than the surrounding area, generally caused by exhausting air from a sealed space (work area). A minimum of 0.03 inches of water column (i.w.c.) of pressure differential for unoccupied building and 0.05 i.w.c. for occupied buildings is required.

AIR MONITORING: The process of measuring the fiber content of a specific volume of air in a stated period of time. This shall include Phase Contrast Microscopy (PCM) by NIOSH Method 7400 and 582 as well as Transmission Electron Microscopy (TEM) via 40 CFR, Part 763. When "aggressive" air sampling is specified, leaf blowers are used to disperse settled fibers into the air during sampling and box fans are employed to replicate building occupancy.

AMENDED WATER: Water to which a surfactant has been added to reduce water surface tension and thereby provide a more rapid penetration.

ASBESTOS HAZARD ABATEMENT PROJECT: The removal, enclosure or encapsulation of more than 25 square feet of asbestos-containing material used on any equipment or surface area such as wall or ceiling area; or the removal of more than 10 linear feet of asbestos-containing material on covered piping.

ASBESTOS SAFETY CONTROL MONITOR (ASCM): A business entity authorized, pursuant to N.J.A.C. 5:23-8, to ensure compliance with the Asbestos Hazard Abatement Sub-code.

ASBESTOS SAFETY TECHNICIAN (AST): A person certified by the New Jersey Department of Community Affairs (NJDCOA), hired by the ASCM firm who continuously monitors and inspects the asbestos abatement work pursuant to N.J.A.C. 5:23-8. This person shall be required to be on the job site during the time asbestos abatement work is taking place, inclusive of preparation and final breakdown, and perform all duties and responsibilities established by these regulations.

AUTHORIZED PERSONNEL: The Building Owner, the Building Owner's representative, the Asbestos Abatement Contractor, Asbestos Safety Control Monitor personnel, emergency personnel, or a representative of any Federal, State, or Local regulatory agency or other personnel under contract for or having jurisdiction over the project.

BARRIER: Any surface that inhibits air and fiber movement from the work area to non-work areas. Can be comprised of one or a combination of several materials, including but not limited to plywood, polyethylene sheeting, duct tape, and spray-poly.

BUILDING OWNER: The Owner or his authorized representative.

CERTIFICATE OF COMPLETION: The certificate issued by the ASCM firm signifying that the asbestos hazard abatement work has been completed in conformance with N.J.A.C. 5:23-8.

CONSTRUCTION PERMIT FOR ASBESTOS ABATEMENT: Required Official approval to commence any asbestos hazard abatement project. This permit is issued by the enforcing agency or local code official. The Contractor is responsible to submit the application for and obtain the Construction Permit in advance of the project start date.

CONTRACTOR: The Asbestos Removal Contractor licensed by the State of New Jersey's Department of Labor and Workforce Development (NJDOLEWD).

CRITICAL BARRIER: Two (2) layers of nominal six (6) mil polyethylene sheeting that completely seals off the work area to prevent the distribution of fibers to the surrounding area, such as the opening between the top of a wall and the underside of ceiling construction, electrical outlets, non-removable lights, HVAC systems, windows, doorways, entranceways, ducts, grilles, grates, wall clocks, speaker grilles, floor drains, sink drains, etc.

DECONTAMINATION UNIT: A series of three (3) connected rooms, with air locks between any two (2) adjacent rooms, for the decontamination of workers and/or materials and equipment, constructed or moved onto the job site.

Equipment Room: A contaminated area or room in the decontamination unit with provisions for storage of contaminated clothing and equipment.

Shower Room: A room between the equipment and clean rooms and the two (2) air locks in the decontamination unit with hot and cold running water, controllable at the tap, suitably arranged for complete showering during decontamination.

Clean Room: An uncontaminated area or room that is part of the decontamination unit at its entrance with provisions for storage of workers' street clothes and protective equipment.

ENCAPSULATION: The treatment of asbestos containing materials with a material that surrounds or embeds asbestos fibers in an adhesive matrix to prevent the release of fibers, as the encapsulant creates a membrane over the surface (bridging encapsulant) or penetrates the material and binds its components together (penetrating encapsulant). It is also a liquid material which is applied to surfaces from which asbestos-containing materials have been removed to control the possible release of residual asbestos fibers.

ENCLOSURE: The construction of a permanent barrier around ACM that is air-tight and impermeable and controls the release of asbestos fibers into the air.

FLAME-RESISTANT POLYETHYLENE SHEET: A single layer of polyethylene film in the largest sheet size possible to minimize seams, nominal six (6) mil thick, conforming to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films.

FULL CONTAINMENT AREA: An asbestos removal area that is sealed and fully contained in polyethylene with a one (1) layer wall and two (2) layer floor. Workers enter the containment area through a three-stage decontamination unit.

FIXED OBJECT: A unit of equipment or furniture in the work area that cannot be removed from the work area without dismantling.

GLOVE BAG: A polyethylene bag or other techniques or work practices approved by the Department of Community Affairs and OSHA especially designed to enclose sections of equipment for the purpose of removing asbestos-containing material without releasing fibers.

HEPA FILTER: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.

HEPA VACUUM EQUIPMENT: High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers greater than 0.3 microns in length.

LIMITED CONTAINMENT AREA: An asbestos removal area built for the express purpose of containing an area or space where glove bag removal shall be completed. This shall include the erection of a single layer of nominal six (6) ml polyethylene sheeting as a tent enclosure to isolate a single or series of glove bags or the erection of critical barriers to isolate a room. All areas shall be maintained under negative pressure.

NEGATIVE AIR PRESSURE EQUIPMENT OR AIR FILTRATION DEVICE: A HEPA equipped local filtration and exhaust system, capable of maintaining constant, low velocity airflow through the Decontamination Unit and into the Work Area from adjacent uncontaminated areas and exhausting that air outside the building through HEPA filters.

NIOSH: National Institute for Occupational Safety and Health.

OCCUPIED BUILDING: A building or structure where occupancy is permitted in certain areas outside of the required containment during an asbestos hazard abatement project.

ON-SITE REPRESENTATIVE: Owner's full-time representative responsible for air monitoring and site observation. Also referred to as the Asbestos Safety Technician (AST).

PLASTICIZING: Procedures necessary using a minimum of six (6) mil thick polyethylene sheeting, adhesives, and/or taping to seal an area airtight.

REPAIR: Application of materials, such as bridging encapsulants, wettable cloth wraps or other materials to return damaged ACM to an intact and undamaged condition that prevents/minimizes the release of asbestos fibers.

SEPARATION BARRIER: A wall constructed to isolate the clean area from the work area and to support the polyethylene sheets. Must be caulk sealed and covered with two (2) layers of six (6) mil polyethylene sheeting on the inside and outside of the barrier.

SURFACTANT: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

WET CLEANING/WIPING: The process of eliminating contamination from building and containment surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.

1.7 CODES AND REGULATIONS

- A. **GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS:** Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards shall be considered as part of the contractual obligation and are made a part of the contract documents by reference.
- B. **FEDERAL REGULATIONS:** Those which govern asbestos abatement work or transport and disposal of asbestos waste materials include, but are not limited to the following:
1. US Department of Labor, Occupational Safety and Health Administration, (OSHA), including, but not limited to:
 - a. Asbestos Regulations - Title 29, Part 1910, Section 1001 of the Code of Federal Regulations
 - b. Respiratory Protection - Title 29, Part 1910, Section 134 of the Code of Federal Regulations
 - c. Construction Industry - Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
 - d. Access to Employee Exposure & Medical Records - Title 29, Part 1910, Section 20 of the Code of Federal Regulations
 - e. Hazard Communication - Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

- f. Specifications for Accident Prevention Signs and Tags - Title 29, Part 1910, Section 145 of the Code of Federal Regulations
 - 2. US Environmental Protection Agency (EPA), including, but not limited to:
 - a. Worker Protection Rule - 40 CFR Part 763, Subpart G, CPTS 62044, FLR 28439, Federal Register, Vol. 50, No. 134, 7/12/85 - P28530-28540
 - b. Regulation for Asbestos - Title 40, Part 61, Subpart A of the Code of Federal Regulations
 - c. National Emission Standard for Asbestos - Title 40, Part 61, Subpart M of the Code of Federal Regulations including Asbestos NESHAP Revision; Final Rule, Federal Register; Tuesday, November 20, 1990.
 - d. Asbestos Hazard Emergency Response Act (AHERA) - 40 CFR Part 763
 - 3. US Department of Transportation (DOT) including, but not limited to:
 - a. Hazardous Substances: Final Rule - Regulation 49 CFR, Parts 171 and 172
- C. **STATE REGULATIONS:** Abide by all state regulations which govern asbestos abatement work or hauling and disposal of asbestos waste materials, including but not limited to:
 - 1. New Jersey Department of Labor and Workforce Development
Asbestos Control and Licensing
225 East State Street
P.O. Box 392
Trenton, NJ 08625-08392
 - a. Asbestos Licenses and Permits, as per N.J.A.C. 8:60 and 12:120
 - 2. New Jersey Department of Environmental Protection
Division of Solid and Hazardous Waste
120 South Stockton Street
Trenton, NJ 08625-0410
 - a. Disposal Regulations, as per N.J.A.C. 7:26
 - 3. New Jersey Department of Health and Senior Services
Asbestos Control Program
CN 360
Trenton, NJ 08625-0360
 - a. Asbestos Training Courses, as per N.J.A.C. 8:60 and 12:120
 - 4. New Jersey Department of Community Affairs
Bureau of Code Services
Asbestos Control Unit
CN 816

Trenton, NJ 08625-0816

a. Asbestos Hazard Abatement Sub-code, as per N.J.A.C. 5:23-8

- D. **STANDARDS:** American National Standards Institute (ANSI) and the American Society for Testing and Materials (ASTM) standards below which discuss engineering controls, respiratory protection and the transport and disposal of asbestos waste materials associated with asbestos abatement and are not limited to the following:

1. American National Standards Institute (ANSI)

a. Fundamentals Governing the Design and Operation of Local Exhaust Systems, Publication Z9.2-79 b.

b. Practices for Respiratory Protection, Publication Z88.2-80

2. American Society for Testing and Materials (ASTM)

a. Safety and Health Requirements relating to Occupational Exposure to Asbestos E 849-82

- E. **GUIDANCE DOCUMENTS:** Documents that provide guidance or standards of care for asbestos abatement work or hauling and disposal of asbestos waste materials are listed below only for the Contractor's information.

1. Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book) EPA560/5-85-024.

2. Asbestos Waste Management Guidance EPA 530-SW-85-007.

3. Recommended Work Practices for Removal of Resilient Floor Coverings (October 2011), Resilient Floor Covering Institute (RFCI).

4. Removing Vinyl Asbestos Tile in New Jersey, A Contractor's Guide for the Non-friable Removal of Vinyl Asbestos Floor Tiles, NJ DOH.

1.8 ASBESTOS ABATEMENT PHASING

- A. Asbestos abatement work shall be scheduled and coordinated with the Building Owner, the Architect/Engineer, the General Contractor, and the Asbestos Safety Control Monitor. The Abatement Contractor is responsible for coordinating with the Asbestos Safety Control Monitor a minimum of 48 hours in advance of site mobilization with required project notifications submitted ten (10) business days in advance of the start date. No abatement work shall commence on this project unless the Owner's Asbestos Safety Technician is present.

PART 2 - EQUIPMENT AND MATERIALS

2.1 PERSONNEL PROTECTION REQUIREMENTS

- A. Prior to the commencement of work, the workers shall be instructed and shall be knowledgeable of the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of asbestos work procedures; workers shall have medical examinations.
- B. The Contractor acknowledges that they alone are responsible for enforcing personnel protection requirements and that these Specifications provide only a minimum acceptable standard for each phase of operation.
- C. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA.
- D. Where not in violation of NIOSH and OSHA requirements, the Contractor shall provide, as a minimum, the following respirator protection for each phase of operation:
 - 1. Pre-cleaning/Wet Wiping of Area: NIOSH approved half-face dual cartridge respirators equipped with HEPA cartridges.
 - 2. Polyethylene Installation: NIOSH approved half-face dual cartridge respirators equipped with HEPA cartridges.
 - 3. Asbestos Removal: NIOSH approved half-face dual cartridge respirators equipped with HEPA cartridges for non-friable materials and full-face NIOSH approved powered air purifying respirator (PAPR) for friable materials. If mastic solvents are to be utilized on site, appropriate respiratory protection is required in accordance with the manufacturer's recommendation.
 - 4. Polyethylene Removal: NIOSH approved half-face dual cartridge respirators equipped with HEPA cartridges.
 - 5. Loading Waste Material on Truck (outside work area): NIOSH approved half-face dual cartridge respirators equipped with HEPA cartridges.
 - 6. Unloading Bags at Landfill: NIOSH approved half-face dual cartridge respirators equipped with HEPA cartridges.
- E. The above schedule is the minimum respiratory protection acceptable. Should any condition, for any reason, be encountered where the exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds 0.01 f/cc, substitute respiratory equipment with protection factors that reduce worker exposure levels below 0.01 f/cc.
- F. No visitors shall be allowed in work areas, except as authorized by the Department.
- G. Provide workers with sufficient sets of disposable protective full-body clothing. Such clothing shall consist of Tyvek full-body coveralls, footwear, and headgear, one-piece coveralls or equal.

Provide eye protection and hard hats as required by applicable safety regulations. Disposable clothing shall not be allowed to accumulate and shall be disposed of as contaminated waste.

- H. Provide authorized visitors and the Owner's Asbestos Safety Technician with suitable protective clothing, headgear, footwear, and gloves as described above whenever they enter the work area.

2.2 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name. Safety Data Sheets shall be provided for all materials delivered to the jobsite.
1. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
 2. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- B. **POLYETHYLENE SHEETING:** A minimum of two (2) 6-mil layers for floors where floor tile/resilient sheet flooring is not being removed and one (1) 6-mil layer for the walls, in sizes to minimize the frequency of joints. Specific floor and wall polyethylene installation requirements are set forth in N.J.A.C 5:23-8. Flame retardant polyethylene sheeting shall be used where applicable to comply with fire code requirements.
- C. **TAPE:** Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water, duct tape, poly prep tapes or approved equal.
- D. **ADHESIVES:** Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheeting to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- E. **CAULKS:** Not Applicable.
- F. **AMENDED WATER:** Shall consist of 50% polyoxyethylene ether and 50% of polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration of one ounce of surfactant to five (5) gallons of water.
- G. **IMPERMEABLE CONTAINERS:** Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101 and NESHAP Regulation 40 CFR 61, Subpart M. Containers must be both air and watertight and must be resistant to damage and rupture.
- H. **WARNING LABELS AND SIGNS:** As required by OSHA regulations 29 CFR 1926.1101.
- I. **GLOVE BAGS:** Industry standard glove bags, minimum of six (6) mil thickness.

- J. **ENCAPSULANTS:** Tinted encapsulant to lock-down regulated work area substrates and associated polyethylene sheeting, excluding floor surfaces that are to receive new flooring adhesive that may be incompatible with encapsulant.
- K. **MASTIC REMOVER:** Only low odor mastic removers may be used on this project.
- L. **OTHER MATERIALS:** Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete this project.

2.3 TOOLS AND EQUIPMENT

- A. Electric and Water: If the site does not have water or electricity supplied to the building, the Contractor shall provide suitable tools for asbestos removal. The Contractor would be responsible for providing ample power and water to successfully complete the project. The Contractor must ensure negative pressure is maintained within containments from the time asbestos abatement has started until the containment is cleared by the Asbestos Safety Technician.
 - 1. Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.
 - 2. Air Filtration Device (AFD): High Efficiency Particulate Air Filtration Systems (HEPA) shall comply with ANSI Z9.2-79. No air movement system or air equipment should discharge asbestos fibers outside the work area. Thus, the AFD shall be equipped with a three-filter bank with the last being the HEPA filter capable of removing 99.97% of fibers >0.3μ (microns).
 - 3. Paint/Encapsulant Sprayer: Airless.
 - 4. Scaffolding: As required to accomplish the specified work and meet all applicable safety regulations.
 - 5. Vacuums: High Efficiency Particulate Air (HEPA) vacuums only.
 - 6. Other tools and equipment as necessary.

PART 3 - EXECUTION

3.1 POSTING OF THE PROJECT

- A. Post caution signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101 and in compliance with all other Federal, State, and local requirements.
- B. As required by OSHA regulations 29 CFR 1926.1101, warning shall bear the following information:

DANGER

ASBESTOS

MAY CAUSE CANCER

CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY
WEAR RESPIRATORY PROTECTION
AND PROTECTIVE CLOTHING IN THIS AREA

3.2 WORK AREA PREPARATION

- A. Contractor shall utilize power available at the site. Should the facility not be occupied, and have no electric service, establish temporary power to the site with the use of portable power (i.e., Generators) or seek temporary hook-up with local utility. Contractor shall install Ground Fault Circuit Interrupter (GFCI) for all power applications within the work areas through cords or temporary panels.
- B. Contractor shall utilize water service available at the site. Should the facility be vacant and no water service is available, the Contractor shall provide water to the site with the use of portable water tanks or coordinate with the municipality to establish a temporary hook-up to the municipal water system.
- C. Before the work is begun, and unless otherwise specified, the Owner shall remove from work areas, all removable items and equipment not attached to, or located on the asbestos materials.

3.3 WORK AREAS - WORK BY CONTRACTOR

- A. Pre-clean fixed objects within the work area, first using HEPA vacuum equipment and then wet cleaning methods as appropriate, and completely enclose with minimum 6-mil thick plastic sheeting sealed with tape.
- B. Clean work areas where debris or visible dust is present and in areas where floor materials are not being removed. Clean the work area first using HEPA vacuum equipment and then wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not use HEPA vacuum equipment on wet surfaces unless units are specially constructed for wet/dry use. HEPA vacuum or damp sponge with regular water would be appropriate.
- C. Seal off all openings, including, but not limited to windows, corridors, doorways, skylights, ducts, grilles, diffusers, and any other penetrations of the work areas, with 6-mil plastic sheeting sealed with tape (Critical Barriers).
- D. Prepare areas undergoing abatement in accordance with the following requirements. Areas undergoing multiple removal operations shall be prepared in accordance with the most stringent requirements as follows:
 - 1. **Acoustical Ceiling and Wall Plaster:** This material, within the Auditorium, shall be abated within a negatively pressured, full containment with a Personnel Decontamination Unit

and a Waste Decontamination Unit in accordance with N.J.A.C. 5:23-8.19 as well as Section 3.14 of these Plans and Specifications.

2. **Floor Tile and Associated Mastic:** This material shall be removed outside of the requirements of N.J.A.C. 5:23-8, but in accordance with section 3.15 of these Specifications. All work shall be performed under general isolation consisting of critical and "slop" barriers, negative air and a three-stage decontamination unit. Removal shall be completed in accordance with RFCI requirements.
3. **Fitting Thermal System Insulation (TSI):** These materials shall be abated within a negatively pressured limited containment with a remote three-stage decontamination unit through the employment of glove bag methodology in accordance with N.J.A.C. 5:23-8.17 as well as Section 3.16 of these Specifications.

3.4 DECONTAMINATION UNITS

- A. **GENERAL:** The Contractor shall use portable decontamination units acceptable to the NJ DCA, EPA and OSHA, connected to the work area with framed-in or accordion tunnels, if necessary, and line the tunnels with plastic, sealed with tape at all joints in the plastic, or shall construct decontamination units on-site. Each space shall be a minimum of four foot by four-foot (4'x4') interior dimension with a minimum height of seven feet (7').
- B. **ACCESS:** In all cases, access to contained areas shall be through an air lock constructed on three (3) polyethylene sheeted flaps in a "Z" formation. In all cases, access between any two (2) rooms within the decontamination enclosure system shall be through an air lock.
- C. **WORKER DECONTAMINATION SYSTEM:** Construct a worker decontamination system contiguous to the work area consisting of three (3) totally enclosed chambers as follows:
 1. An **Equipment Room** with two (2) curtained doorways, one to the work area and one to the shower room, via an air lock.
 2. A **Shower Room** with two (2) curtained doorways, one (1) to the equipment room and one (1) to the clean room, via air locks. The shower room shall contain at least one (1) shower for every eight (8) workers with hot and cold running water controllable at the tap, with individual shut-off valves inside the shower(s). Careful attention shall be paid to the shower enclosure to ensure against leakage of any kind. Ensure an ample supply of soap in the shower room. Drainage from showers shall be disposed of by adding it to the abatement waste, as contaminated water or filtered as specified below. Water shall be contained within the work area until such time as the water is disposed.
 3. Wastewater containing asbestos, including drainage from decontamination showers, shall be either disposed of by adding it to the bagged asbestos waste, or as contaminated waste after a gelling agent has been applied or filtered in accordance with the following requirements prior to introduction into the sanitary sewer system.

- a. Filter water using four (4) in-line filter cartridges with 2" inlets and outlets. The outlet of each filter cartridge shall be connected in series to the inlet of the next cartridge. The first cartridge shall contain 100-micron pre-filters and the second and third cartridge shall contain 25-micron filters and the final cartridge shall contain 5-micron filters. No water shall be disposed of into the public sewage system, unless express written permission has been garnered from the local sewerage authority having jurisdiction.
 - b. Provide a holding tank for contaminated wastewater as required to prevent backup of water into the shower when the amount of water generated exceeds the flow rate of the filters.
4. A **Clean Room** with one (1) curtained doorway into the shower (via an air lock) and one (1) curtained doorway entrance or exit to non-contaminated areas of the building (via an airlock). The clean room shall have sufficient space for storage of the workers' street clothes, towels, and other non-contaminated items.

3.5 MAINTENANCE OF DECONTAMINATION UNITS

- A. At the beginning of each work shift and every four (4) hours thereafter and throughout removal, all seals and curtained doorways shall be inspected and smoke tested, and if not found in proper condition, repaired immediately.
- B. Respiratory equipment shall be cleaned, repaired, and sanitized after each use.
- C. Soap and shampoo shall be in the showers at all times.
- D. Fresh towels shall be available at all times.
- E. All areas shall be kept clean and in order.
- F. Provide a disposal bag for contaminated filters in the shower room.
- G. Provide storage for wet and dry towels.
- H. Ensure that the drainage filtering systems are kept clean and operable at all times.
- I. At the end of each decontamination period, the shower, air locks, and clean room shall be cleaned and dried.
- J. At the end of each work shift: the two (2) air locks and the shower shall be thoroughly disinfected; the filter bag (if applicable) shall be returned to the equipment room for disposal; the equipment room and first air lock shall be thoroughly HEPA vacuumed and wet cleaned.

3.6 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

- A. The Contractor shall construct barriers, where specified, to separate regulated work areas from occupied building areas or areas that contain active mechanical systems that could potentially cause migration of asbestos to other building locations.
- B. Separation barriers shall include "A" grade fire rated 2"x4" studded construction and plywood, caulk sealed and covered with 6 mil polyethylene sheeting as an airtight barrier between occupied and unoccupied building areas as part of a N.J.A.C 5:23-8.19, occupied building project.
- C. Separation barriers shall include "A" grade fire rated 2"x4" studded construction and plywood to act as a physical barrier to the regulated work area for buildings that are not regulated by N.J.A.C 5:23-8.

3.7 WORKER PROTECTION

- A. All workers and authorized personnel, in order to enter the work area, shall:
 - 1. Remove clothing unless it is to remain in the equipment room for eventual disposal.
 - 2. Don protective clothing (coveralls, gloves, boots, etc.).
 - 3. Don the appropriate respiratory protection, following all training procedures and manufacturer's instructions. Hood shall be worn over respirator straps.
- B. All workers and authorized personnel, in order to leave the work area, shall:
 - 1. Remove gross (visible) contamination from themselves and their equipment.
 - 2. Enter the equipment room and, keeping respirator in place, remove all protective clothing, including gloves and boots. Place contaminated clothing in the bag(s) provided. Store gloves and/or boots in their respective areas.
 - 3. Still wearing the respirator, proceed through the first air lock. Once inside, ensure all curtained doorways behind are properly closed.
 - 4. With the respirator still in place, move into the shower and rinse off thoroughly. If wearing dual cartridge respirators, make sure the cartridges are completely soaked before removing the respirator and disposing of cartridges in the container provided. Pass respirators through the second air lock (between shower and the clean room).
 - 5. Complete showering, thoroughly soaping, and shampooing.
 - 6. Proceed to the clean room, dry off, dress, and return respirator to the storage area.
 - 7. No smoking, eating, or drinking shall be allowed inside decontamination enclosures.

3.8 COMMUNICATIONS

- A. Provide a communications system suitable for inside or outside, in order to monitor all activities within the work area and to readily transfer messages from one location to another as may be needed, especially for emergency communications.

3.9 FIRE EXITS

- A. Designate and maintain emergency and fire exits from the work area in accordance with local codes and regulations. All exits shall be clearly marked with fluorescent tape or red enamel and shall be clearly visible from any part of the work area.

3.10 SECURITY

- A. The Contractor is responsible for maintaining both the building and property contents security throughout the abatement project, if the owner has vacated the building. If generators are used to provide power, they must remain on at all times during active abatement. The Contractor is responsible for the security of their equipment (i.e., generators) and keeping them fueled during work and non-work hours.

3.11 NEGATIVE AIR PRESSURE

- A. Maintain negative pressure systems, Air Filtration Devices (AFD's) in the work areas during all asbestos abatement work for which gross abatement techniques are specified or required.
- B. Backup AFD's shall be maintained at the project site and/or in the work area, in case of primary AFD failures.
- C. Suspend electrical cords off the floor and out of the workers' way to protect the cords from damage from traffic, sharp objects, and pinching. Do not fasten cords with staples, and do not hang cords from nails or suspend with wire.
- D. Provide a sufficient number of AFDs in each work area to provide one (1) air change every 15 minutes in all locations of the work areas.
- E. Locate units so that make-up air enters the work area primarily through the decontamination facility and traverses the work area as much as possible. Based on the size and configuration of the work areas, AFD's may be relocated, within the work area, during the removal process to ensure proper air changes within the immediate work area and to reduce the potential for dead air space.
- F. Provide a minimum number of auxiliary make-up air openings to maintain negative pressure. Where work is being completed in accordance with N.J.A.C. 5:23-8, a negative pressure in excess of 0.03 inches of water column (i.w.c.) differential shall be maintained for unoccupied buildings, while negative pressure in excess of 0.05 inches of water column (i.w.c.) differential shall be maintained for occupied buildings.

- G. Vent all exhaust units to the outside of the building. Provide flexible or rigid duct as necessary to provide exterior venting and proper location of exhaust units. Ducts shall be completely sealed, in good repair, and protected from possible damage within the work area.
- H. After the work area has been prepared, the decontamination unit set up, and the exhaust units installed, start the units (one (1) at a time if more than one (1) is provided). Conduct AFD exhaust velometer testing to calculate the volumetric flow of each AFD. Adjust the location of exhaust units or provide additional exhaust units for the work area as needed to reach the differential pressure required.
- I. After removal has begun, maintain operation of exhaust units continuously to maintain a constant negative pressure until decontamination of the work area is complete and final clearance criteria has been met.
- J. A differential pressure recorder (DPR) or digital manometer with a 24-hour strip chart shall be maintained, at a minimum, adjacent to the decontamination unit. This unit shall be zeroed every four (4) hours during the course of the workday to ensure accuracy.
- K. Change pre-filters in exhaust units when there is obvious dust loading or loss of pressure is noted by the AFD magnehelic gauge or the Differential Pressure Recorder (DPR).
- L. When a final inspection and the results of the final air monitoring tests indicate an acceptable level of airborne fibers, remove and dispose of pre-filters and shut off the exhaust units. If the exhaust units are to be used in another work area, leave the final filter in place and seal all intake openings to the unit to prevent contamination due to asbestos fibers collected on the final filter. If the exhaust units are not to be used in other work areas, remove the final filter and dispose of as contaminated waste.
- M. If dismantling operations result in visible dust on surfaces, replace filters, restart exhaust units, re-clean surfaces and perform additional area air monitoring (at Contractor's expense) until the level of airborne fibers is acceptable, as specified.
- N. Dispose of all filters as asbestos-contaminated waste material, as specified.

3.12 EQUIPMENT REMOVAL PROCEDURES

- A. Clean external and internal surfaces of all non-fixed equipment and/or objects by thoroughly wet wiping and/or rinsing, before moving such items into the Equipment Decontamination Unit for final cleaning and removal to uncontaminated areas.
- B. Objects and equipment removed shall be stored in areas designated by the Owner.

3.13 VISUAL INSPECTIONS

- A. Upon completion of each phase of work area activities and four (4) hours before the next phase of work activities are to begin, notify the AST that the work area is ready for inspection.

- B. The Contractor shall not begin the next work activities until the AST has inspected the area and any deficiencies have been corrected.
- C. The AST with the Contractor present will perform the following minimum schedule of inspections.
 - 1. Prior to the initiation of any site activities (document condition of existing site).
 - 2. After area pre-cleaning and prior to preparation of work area with plastic sheeting.
 - 3. After work area preparation with plastic sheeting and prior to start of abatement (Pre-commencement).
 - 4. After fine cleaning and before encapsulation (Pre-encapsulation).
 - 5. After Final Clearance (Barrier Breakdown).
 - 6. After the removal of all barriers and cleaning of surfaces (Final Inspection).

3.14 GROSS REMOVAL OPERATIONS – FRIABLE ACM

5:23-8.19 Full Containment – Occupied Building Condition

- A. The requirements of this Section are intended to prevent contamination and exposure of building occupants to asbestos fibers.
- B. The Building Owner shall notify building occupants in writing twenty (20) business days prior to the commencement of the asbestos abatement project. The Building Owner shall outline in writing any procedures and/or precautions that are deemed necessary in order to protect the health, safety and welfare of the occupants. This notification shall include, but not be limited to relocation plans, if any; entrances and exits that may temporarily be blocked and alternate routes to be used; the name and telephone number of the Owner's representative for the occupant to call in case of an emergency or to answer any questions with regard to the project. This notification shall accompany the application for a construction permit for asbestos abatement and shall be filed with the enforcing agency.
 - 1. This notification shall be posted seven days prior to the preparation of the work area, in visible locations, for the benefit of the affected occupants of the workplace, and in areas immediately adjacent to the asbestos abatement project. It shall be the owner's responsibility to ensure that these postings are maintained throughout the project.
 - 2. When circumstances require immediate removal of asbestos-containing material, notification shall be provided to the building occupants as soon as possible.
 - 3. Nothing in this section shall be interpreted as prohibiting the building owner from providing additional notification
 - 4. The ASCM firm shall notify the Department in writing 10 days prior to the commencement of an abatement project in an occupied building.

- C. A building or structure or part thereof may be occupied during an asbestos abatement project when all of the following conditions are met:
1. Isolation conditions include a requirement that the work area be physically separated from occupied areas by separation barriers of rigid construction consisting of nominal two-inch (2") by four-inch (4") studs spaced sixteen inches (16") on center and covered with a minimum of half inch (½") plywood or comparable metal framing and half inch (½") gypsum board covering. All seams shall be caulked to render the barrier airtight before two layers of polyethylene sheeting are applied on both sides. The polyethylene sheeting shall overlap at the seams. All penetrations around conduits, pipes, ducts or other openings between the work area and adjacent spaces shall be sealed, using materials determined to be suitable in accordance with the applicable sub-code. In buildings required by the Uniform Construction Code (UCC) to be of noncombustible construction, all materials used to construct separation barriers shall meet the UCC, building sub-code requirements for that building and all plastics used shall be flame resistant. A separate means of egress for abatement personnel, materials and equipment shall be maintained. Adequate fire evacuation routes shall always exist for all building occupants.
 - a. Whenever the building in which this work area is located exceeds four (4) stories in height and when stair, elevator or similar shafts lie within or adjacent to the separation barriers or the work area, then special seals shall be installed. Such seals shall be constructed in the same manner as the separation barriers and shall create a space not less than three inches in depth in front of the entire access area which space is sealed on both sides and positively pressurized with HEPA filtered air so that the pressure in the sealed space is .05 inches w.c. greater than that in the work area or the shaft.
 - b. All HVAC systems located in the work area shall be shut down. If HVAC equipment is in the work area and must be operated to service other areas of the building, then the HVAC equipment shall be isolated from the remainder of the work area by an enclosure constructed in a manner similar to the separation barriers and the space between the equipment and the seal shall be positively pressurized with HEPA filtered air to at least .05 inches w.c. greater than the work area.
 - c. Where return air ductwork which must be kept operating is located within the work area, then it shall be isolated from the work area by an enclosure forming an annular space around the duct which is positively pressurized with HEPA filtered air to at least .02 inches w.c. greater than the work area. The enclosure shall be constructed in a manner like that required for separation barriers.
 - d. All electrical systems in the work area shall be shut down. Their use may be approved by the asbestos safety control monitor if they are properly protected by ground fault circuit interrupters, they are cleanable, and provided that such other precautions as may be necessary are taken to ensure the safety of all who are in the work area.
 2. Engineering controls shall be implemented as follows:

- a. The AST shall verify exhaust capacity through appropriate field measurement and record these results in writing. The verification of exhaust flow rate via use of devices for monitoring pressure drop across filters on air filtration devices shall not be a substitute for appropriate field measurement. All exhaust from the work area shall be directed to the exterior of the building. If exhaust to the exterior of the building is not feasible, exhaust from the work area shall be directed into a second set of in-line air filtration devices, which, then, shall be permitted to be discharged into designated spaces approved by the ASCM firm.
 - b. The Contractor shall install enough HEPA filter equipped air filtration units to cause a complete air change or total air filtration within the work area at least once every 15 minutes. (Nothing in this subchapter shall be construed to limit the maximum exhaust capacity from the work area or to prohibit additional air changes per hour.) The exhaust capacity from the work area shall be sufficient to establish a pressure differential between the work area and all adjacent spaces greater than or equal to 0.05 inches w.c. (Nothing in this subchapter shall be construed to limit the maximum pressure differential established between the work area and occupied spaces.)
 - 1) Make up air shall not be drawn through openings in the separation barriers in buildings greater than four stories in height, unless those openings are equipped with systems or devices which will not permit air flow except toward the work area and the air filtration and exhaust units located in the work area.
3. Work area protection shall be assured as follows:
- a. The plywood floor of the work area shall be covered with EPDM barrier material installed to provide a watertight barrier system on top of the scaffolding.
 - b. The EPDM shall be covered with two layers of polyethylene sheeting which shall overlap at the seams and which shall be applied to the floor, individually sealed. The first layer shall extend up the wall at least twelve (12) inches. The second-floor layer shall be installed and extend up sidewalls at least twenty-four (24) inches.
 - c. Walls shall be covered with one (1) layer of polyethylene sheeting individually sealed to the wall. The layer shall hang straight down overlapping the second layer of floor sheeting on the wall by at least eighteen (18) inches.
 - d. Sheeting shall be sized to minimize the number of seams. No seams shall be located at the joints between walls and floors. As a minimum, no seam shall stop within twelve (12) inches of a corner and sheeting shall overlap at least twelve (12) inches between seams of adjacent layers.
 - e. When a strippable coating is used in place of polyethylene sheeting, it shall be used in accordance with *N.J.A.C. 5:23-8.15(f)*7 and the product shall be applied during

periods of minimal occupancy as determined by the owner and included in the approved plan.

4. Monitoring shall be conducted as follows:

a. Air sampling shall be done as follows:

- 1) At a minimum, one (1) sample at the beginning of each work shift, one every four (4) hours thereafter, and one at the end of the contractor's workday for every 10,000 square feet of occupied space adjacent to the work area shall be collected and analyzed. Air samples shall be taken in areas where the greatest potential for fiber migration exists. In addition to the requirements noted above, air samples shall be taken at the entrance(s) to the work area and any other interior spaces from which make-up air is drawn. Additional samples shall be taken for all areas such as stairwells, communicating shafts, elevators, plenums, ducts which pass through the work area and which are in service, and unusual room and building configurations. If air levels exceed the permitted fiber count, the applicable requirements of the contingency plan in Section 2, Part 1, Item 1.3 and C. 5 below shall be followed.
 - a) At least one (1) air sample shall be collected and analyzed during the work shift inside the work area. The results of this test will not, however, trigger the requirements of the contingency plan.
- 2) A secure chain of custody for air samples shall be established in writing as part of the approved plan by the ASCM firm. The final disposition of samples (whether they should be retained or disposed of after analysis and if retained, who keeps them) shall be determined prior to the commencement of asbestos abatement.
- 3) The services of a testing laboratory, as delineated in *N.J.A.C. 5:23-8.21(a)1* and 2, shall include a microscope and laboratory technician at the project site or the capacity to obtain results within four hours from start of sample. The laboratory technician shall be listed in the Asbestos Analyst Registry (AAR) of the American Industrial Hygiene Association (AIHA) for PCM analysis or qualified by other programs recognized by the Department as equivalent. If the laboratory technician is on site, the Owner shall provide a safe and clean space for the analysis of samples separate and distinct from the work area. Air samples are to be analyzed via NIOSH 7400 and verbal results made available for a determination regarding continued occupancy. A written record of test results shall be kept at the job site and included in the final report.
- 4) Ten percent (10%) of all abatement samples shall be re-analyzed within 24 hours at a laboratory for quality control purposes.

- 5) Daily occupancy shall be allowed when the results of all the air samples are less than or equal to 0.010 fibers/cc by Phase Contrast Microscopy. If air levels exceed 0.010 fibers/cc, the contingency plan during abatement, outlined in C. 5 below shall be followed.
 - 6) In the case of re-occupancy and final clearance, all air samples used to determine reentry shall be analyzed by an accredited laboratory.
- b. Pressure monitoring shall be carried out as follows:
- 1) Pressure differential shall be monitored by digital manometers with continuous printout or other approved low-pressure monitoring devices. Sensor tubes used for monitoring shall be placed so that the air filtration devices shall not cause false readings. The AST shall zero and level the gauges each time a reading is taken.
 - 2) One or more separate pressure monitoring systems shall be installed by the ASCM firm near the entrance(s) to the work area and between the work area and any interior spaces from which make-up air is drawn.
 - 3) Written documentation of pressure differential shall be provided by the AST by continuous printout devices. The AST and the Contractor Supervisor will ensure, prior to the completion of the work shift, the integrity of the containment site before workers depart.
 - 4) The pressure differential shall be greater than or equal to 0.05 inches w.c. at the pre-commencement inspection (at the time of approval immediately prior to the start of abatement work).
 - a) In addition to providing a pressure differential greater than or equal to 0.05 inches w.c. for the pre-commencement inspection, a smoke test shall be conducted to demonstrate that the work area has been isolated properly and that the pressure differentials have been established to prevent fiber migration from the work area.
 - 5) Daily Occupancy shall be allowed when the pressure differential is equal to or exceeds 0.05 inches w.c. If the air pressure differential drops below 0.05 inches w.c., the contingency plan during abatement, outlined in (c) 5 below, shall be followed.
5. The Contingency plan during abatement shall be implemented as described in Section 2, Part 1, Item 1.3 of these Specifications. These are the minimum requirements which shall be enforced by the ASCM firm and their AST.
6. Security shall be required as follows:

- a. In high-risk areas, the Owner shall provide a 24-hour security guard to ensure protection against damage or vandalism to separation barriers, engineering systems, monitoring devices, or other equipment.
 - b. The Owner shall provide continuous unlimited access for the Asbestos Safety Technician in all occupied spaces for installation, maintenance, and data collection from monitoring systems.
 - c. The ASCM firm shall include provisions in the plan and the AST shall ensure that filters are changed as necessary and that pressure differential is maintained around the clock until the project is completed.
7. Waste removal shall be accomplished as follows:
- a. The waste removal route of travel is to be designated on the abatement plans and shall be separate and distinct from the normal route of travel used by building occupants. Waste removal shall occur during the time of least amount of building occupancy. If the route of travel is to be used the following day by building occupants, air monitoring must be performed, and if the results of air levels exceed 0.010 f/cc, then the waste removal route is to be wet wiped using amended water, HEPA vacuumed and retested until an acceptable air level is achieved prior to allowing occupancy of the area.
 - b. The waste removal process shall be closely monitored visually and through air sampling by the AST.
 - c. No dumpster shall remain on the premises overnight unless the dumpster is locked and labeled to indicate that it contains asbestos-contaminated waste.
8. A written statement shall be signed by the ASCM firm denoting that an asbestos abatement will occur during building occupancy and verifying that the above requirements will be maintained. This written statement shall accompany the application for a construction permit for asbestos abatement and shall be filed with the enforcing agency. This statement shall include the areas to be occupied during the abatement and the number of occupants.

5:23-8.15 Full Containment – Unoccupied Building Condition (NOT APPLICABLE)

- A. No asbestos hazard abatement work including preparation shall be performed or continued without having a certified AST at the work site.
- B. Protective clothing, equipment, and general procedures for asbestos abatement shall be subject to the following requirements:
 1. Only authorized personnel shall be permitted in the work area. The Contractor shall provide the required respirators and protective clothing to all who may inspect or visit the work area;

2. The protective clothing and equipment requirements, as set forth in this section, shall be used to prevent the contamination by workers engaged in asbestos abatement projects of areas or buildings accessible to or used by the public;
3. All persons entering the work area shall wear protective clothing. All clothing worn during removal operations shall be disposed of as contaminated waste. The requirement that clothing be disposed of as contaminated waste shall not include rubber boots, respirators, eye protection, hard hats, and other protective clothing, which can be easily cleaned.
4. Polyethylene bags shall be six mil thick and of sufficient size for their intended use;
5. All tape, spray-on adhesives, glove bags, glue, and other materials used in the abatement process shall be of sufficiently high quality to serve their intended purpose;
6. The Contractor shall have available sufficient inventory of protective clothing, respirators, filter cartridges, polyethylene sheeting, duct tape, spray-on adhesives, and air filters. Sufficient personal protective equipment shall be available for usage by authorized personnel;
7. The Contractor shall have available shower stall(s) and sufficient plumbing for these showers including hot and cold running water, controllable at the tap, and sufficient hose length and drain systems or an acceptable alternate such as a portable decontamination trailer with showers. Waste shower water shall be added to asbestos-contaminated waste material before disposal in a permitted asbestos waste landfill or it shall be solidified using an approved polymer to prevent leaks or accidental spills within a facility or during transport for disposal to a permitted asbestos waste landfill. Alternatively, it shall be filtered using a five-micron (5 μ) filter and disposed of in the sanitary drain, if allowed by local treatment works by regulation or as allowed by permit;
8. The Contractor shall have available adequate ladders and/or scaffolds and sufficient temporary lighting equipped with ground fault circuit interrupters for the AST and all others who may inspect the work;
9. The Contractor shall have available HEPA filter equipped air filtering equipment capable of filtering asbestos fibers to 0.3 μ at 99.97 percent efficiency and of sufficient quantity and capacity to cause a complete air change or total air filtration within the work area at least once every 15 minutes. Nothing in these Specifications shall be construed to limit the maximum exhaust capacity from the work area. If the situation warrants, additional air changes per hour may be required to meet the negative pressure requirements. The exhaust capacity from the work area shall be sufficient to establish a pressure differential between the work area and all adjacent spaces greater than or equal to 0.03 i.w.c. for unoccupied buildings and greater than or equal to 0.05 i.w.c. for occupied buildings.
 - a. Pressure differential shall be monitored by digital manometers with continuous printout or other approved low-pressure monitoring devices. The AST shall zero and level the gauges each time a reading is taken.

- b. One or more separate pressure monitoring systems shall be installed by the ASCM firm near the entrance(s) to the work area and between the work area and any interior spaces from which make-up air is drawn.
 - c. In unoccupied buildings, if the pressure differential drops below 0.01 inches w.c., the AST and the Contractor supervisor shall investigate and evaluate the engineering controls to determine the source of the pressure loss and the Contractor shall institute corrective action as indicated.
 - d. **In occupied buildings, the procedures set forth in N.J.A.C. 5:23-8.19 shall be followed as well as Section 2, Part 1, Item 1.2 - Contingency Plan of these Specifications.**
- 10. Air shall flow into the work area through all openings, including the decontamination chamber and waste exit ports, any areas in the work area where air leakage may occur, and other controlled makeup air inlets. Air shall exhaust through the air pressure differential filtration unit by means of flexible or solid duct leading outside the building. The air-filtering equipment should be positioned at a maximum distance from the decontamination chamber to maximize filtration of airborne fibers. Sufficient air shall be exhausted by an approved HEPA equipped vacuum truck or HEPA equipped air filtration units when necessary to provide air pressure differential. Air filtration units shall be in operation at all times;
- 11. Asbestos-containing material shall be disposed of as specified in N.J.A.C. 5:23-8.22.
- C. Decontamination procedures are as follows:
 - 1. The Contractor shall provide an adequate decontamination unit consisting of a serial arrangement of rooms or spaces adjoining the work area or a decontamination trailer. Each airlock shall be clearly identified and separated from the other by polyethylene crossover sheet doors designed to minimize fiber and air transfer as people pass between areas. A minimum of two layers of polyethylene sheeting shall be required for floors, walls, and the ceiling for on-site constructed decontamination units. Polyethylene crossover sheet doors shall have at least three layers of polyethylene sheeting and be weighted to fall into place when people pass through the area. Decontamination chamber doors shall be of sufficient height and width to enable replacement of equipment that may fail and to safely stretch or carry an injured worker from the site without destruction of the chamber or unnecessary risk to the integrity of the work area. Such doors must be at least four feet wide, and the distance between sets of doors must be at least four feet.
 - a. As an alternative to the use of polyethylene crossover sheet doors, any other suitable method to accomplish this end shall be acceptable, if it is approved by the ASCM. Alternative doors shall provide for adequate exiting in accordance with the building sub-code of the Uniform Construction Code.
 - 2. The decontamination areas shall consist of the following:

- a. Clean room: In this room persons remove and leave all street clothes and put on clean disposable coveralls. Appropriate NIOSH approved respiratory protection equipment is also picked up in this area. No asbestos contaminated items are permitted in this room.
 - b. Shower room: This is a separate room used for transit by cleanly dressed people entering the work area from the clean room and for showering by them after they have undressed in the equipment room. This is a contaminated area.
 - c. Equipment room: Work equipment, footwear, and all other contaminated work clothing shall be stored here. This is also a change and transit room for people. All areas between the shower room and work area shall be considered part of the equipment room. This is a contaminated area.
3. In order to prevent contamination of the environment, the Contractor shall be responsible for controlling access at the work area and shall maintain a daily log of personnel entering the work area. A list of names of workers shall be posted with their start and stop times for each day. In addition, the Contractor shall ensure that all persons who enter the work area shall observe the following work area entry and exit procedures:
 - a. Person enters clean room and removes street clothing, puts on protective clothing and a respirator, and passes through shower room into equipment room.
 - b. Any additional required clothing and equipment previously deposited in the equipment room is put on.
 - c. Person proceeds to work area.
 - d. Before leaving the work area, the person shall remove all gross contamination and debris from the coveralls using a vacuum with a High Efficiency Particulate Air (HEPA) filter. In practice, this is usually carried out by one person assisting another.
 - e. The person then proceeds to the equipment room and removes all clothing except approved respirators. Extra clothing may be stored in the contaminated end of the unit. Disposable coveralls are placed in a bag for disposal with other material.
 - f. The person then proceeds directly into the shower room. Respirators shall be taken off last to prevent inhalation of fibers during removal of contaminated clothing and shall not be removed until they have been washed free of dust.
 - g. After showering, the person moves to the clean room and dresses in street clothing prior to exiting.
 - h. Respirators are picked up, washed thoroughly, and disinfected as required, wrapped and stored in the clean room.
4. The Contractor shall ensure that filters in cartridge type respirators used during the preparation and abatement phase of the project are removed, wetted, and discarded as contaminated waste. All new filters shall be in place in the respirator prior to reuse. For

powered air purifying respirators or supplied air respirators, the manufacturer's instructions shall be followed about the proper decontamination sequence.

5. There shall be no smoking, eating, or drinking in any contaminated areas (shower room, equipment room, and work area). Respirators shall be worn in all contaminated areas.
6. Non-disposable footwear shall remain inside the contaminated area until completion of the activity and shall be thoroughly cleaned at that time.

D. Preliminary preparations in the work area shall be conducted as follows:

1. The Contractor shall provide and post in clearly visible locations, appropriate caution and/or danger signs indicating that asbestos work is being conducted and that unprotected persons should not enter;
2. Employees of the Contractor permitted pursuant to N.J.A.C. 8:60 and N.J.A.C. 12:120 or persons employed by the building owner who have successfully completed a maintenance/custodial or worker training course approved by the New Jersey Department of Health shall clean with wet cloths and/or with HEPA vacuums as appropriate all objects that can be removed from the work area without disrupting the asbestos-containing material. Objects shall include, but not be limited to, furniture, equipment, drapes, and curtains. The cloths used for cleaning shall be disposed of as asbestos contaminated waste. If the room and objects within it are shown to be uncontaminated by asbestos, then other employees of the building owner or Contractor may remove such objects;
3. The Contractor shall install or build a decontamination facility in accordance with this section;
4. The Contractor shall arrange for shutting down and sealing off all electrical, heating, cooling, and ventilating or other air handling systems. However, if approved by the ASCM, the lighting and the receptacles in the work area may be used if these are properly protected by ground fault circuit interrupters and can be adequately cleaned following abatement;
5. The Contractor shall establish written emergency procedures to be posted within each work area. These procedures shall include plans for medical emergencies, fire evacuation, temporary loss of electrical power or water and procedures for repair and clean-up following temporary breach of containment barriers.

E. Isolation and barrier construction in the work area shall be conducted as follows:

1. Before removing any asbestos from the work area, the Contractor shall ensure that the outer perimeters of the work area have been securely sealed off from the rest of the building;
2. All vertical and horizontal surfaces except those of asbestos containing materials shall be sealed with watertight polyethylene sheeting except as provided in (e)3 below;

3. The only permissible exception to total enclosure shall be:
 - a. An entrance airlock with showers and a decontamination chamber;
 - b. A debris removal airlock to permit cleaning and removing asbestos waste;
 - c. Staircases; and
 - d. Controlled makeup air inlets into the work area.
 4. Polyethylene sheeting shall be used to isolate contaminated from uncontaminated areas. This polyethylene sheeting shall be replaced or repaired immediately if torn or damaged. One layer of polyethylene sheeting shall be required for walls and two layers of polyethylene sheeting shall be used to seal open space between work areas and non-contaminated areas and for all floors. In buildings required by the Uniform Construction Code to be of noncombustible construction, all materials used to construct separation barriers must meet the Uniform Construction Code, building sub-code requirements for that building and all plastics used must be flame resistant.
- F. Initial activity in the work area shall be conducted in the following order:
1. Remove filters from all heating, ventilating, and air conditioning systems. Wet the filters and place them in polyethylene bags, double bagged with visible labels, for disposal as asbestos-containing waste. Squeeze all excess air out of the bag before sealing to prevent puncture during disposal. Secure bags by twisting, taping, folding over, and sealing them with duct tape.
 2. The Contractor shall wet clean and/or HEPA vacuum all non-removable non-asbestos items such as radiators and suspended light fixtures in the work area, including built-in equipment; and shall cover with two layers of polyethylene sheeting taped securely in place;
 3. The Contractor shall detach and wet clean removable electrical, heating, and ventilating equipment and other items which may be connected to the asbestos surfaces. These items shall be removed from the work area and returned and reattached to their proper place when the work area has been decontaminated and final air testing has provided satisfactory results;
 4. The Contractor shall seal all floor, wall, and ceiling penetrations with suitable material such as expanding foam insulation before covering the surfaces with polyethylene sheeting. The Contractor then shall seal all openings between the work area and uncontaminated areas including, but not limited to, windows, doorways, elevator openings, skylights, corridor entrances, floor and sink drains, air ducts, grills, grates and diffusers with critical barriers consisting of two layers of polyethylene sheeting taped securely in place or stapled or fastened by spray-on adhesives, glue beads, or horizontal wood battens or the equivalent. Floor drains shall be sealed individually and then covered as all other floor surfaces with two layers of polyethylene sheeting. Separation barriers may be constructed to support the critical barriers. Separation barriers shall not block any required means of egress;

5. For floor covering two layers of polyethylene sheeting shall be used. The first layer of floor sheeting shall extend up the wall at least 12 inches. The second layer shall be extended up walls at least 24 inches. Sheeting shall be sized to minimize the number of seams necessary. No seams shall be located at the joints between walls and floors;
 6. Wall and ceiling sheeting shall consist of one (1) layer of polyethylene sheeting. Wall sheeting shall be installed to minimize joints and shall overlap floor sheeting by at least 18 inches. No seams shall be located at the corners. Wall coverings shall be taped first to the upper most edge of the wall and shall hang straight down;
 7. When a strippable coating is used in place of polyethylene sheeting, it must be manufactured for the specific application required for walls, floors, or windows.
 - a. When dry, the strippable coating must have a class A rating as a building material and must meet the following requirements when tested in accordance with ASTM E-84: flame spread no greater than 20, fuel contributed 0, and smoke developed no more than 110.
 - b. The strippable coating shall be applied uniformly in such a manner as to achieve a minimum uniform final thickness of six mil for each layer required pursuant to this subchapter.
 - c. Manufacturer's specifications shall be followed for the method of application and for the protection of the applicators and building occupants.
 - d. Use of the product shall be authorized in advance by the ASCM firm. The material shall be delivered to the project site in unopened, factory-labeled containers.
 8. As all existing ventilating systems in the work area are to be sealed throughout the removal operation, an alternative system shall be utilized. Install approved HEPA equipped air filtration units with filters in place. HEPA equipped air filtration units shall be of sufficient number and capacity to ensure that the total air volume is exchanged at least once every 15 minutes and an acceptable pressure differential is established and maintained. These units shall be rated by the manufacturer as to their actual working air capacity and field tested pursuant to N.J.A.C. 5:23-8.10(d)4.
- G. Sequence of asbestos removal activities shall be as follows:
1. The asbestos-containing material shall be sprayed with water containing an additive or surfactant to enhance penetration (amended water) or removal encapsulant. All wetting agents shall be tested on a small area before use to ensure effectiveness. A fine low-pressure spray of this solution shall be applied to prevent fiber disturbance preceding removal. The removal encapsulant or amended water shall be sprayed on as many times and as often as necessary to ensure that the asbestos material is adequately wetted throughout (especially that asbestos nearest the substrate) to prevent dust emission.
 2. As a method of organizing the asbestos removal work, workers shall begin working on the areas nearest to the decontamination unit and work towards the HEPA equipped air filtration units. If this is not feasible, the ASCM firm shall approve an alternative to this requirement.

3. The wet material from each section shall be packed and sealed into labeled six mil polyethylene bags and double bagged with visible labels or placed in labeled, leak-proof containers, prior to starting the next section. Water-soaked fallen material shall be picked up while wet.
 4. Contaminated material containing sharp edged items shall be cut to a manageable size while being adequately wet, and then placed in suitable leak-tight and puncture-proof containers or wrapped individually in two separate polyethylene sheets and double bagged.
 5. Bags and drums shall be marked with the label prescribed by 40 CFR Part 61, Subpart M of the US EPA, 29 CFR 1926 of OSHA, and 49 CFR--Parts 100-199 of the US DOT Hazardous Waste Hauling regulations. The outside of all containers shall be wet-cleaned or HEPA vacuumed before leaving the work area.
 6. After completion of this removal phase (stripping), all surfaces from which asbestos has been removed shall be scrubbed using nylon or bristle brushes and wet sponged or cleaned by an equivalent method to remove visible asbestos-containing material. During this work, the surfaces being cleaned shall be kept wet using amended water or a removal encapsulant. All disposable equipment shall be packaged for disposal. Containers shall be washed with amended water or a removal encapsulant and shall have all exterior particulate matter removed prior to the removal from the contaminated area.
 7. All accessory equipment shall be moved to the equipment room and decontaminated for removal.
 8. All free water (in contaminated areas) shall be retrieved and added to asbestos-contaminated waste and/or placed in plastic lined leak-tight drums and/or solidified with an acceptable polymer or it shall be filtered using a five-micron (5 μ) filter and disposed of in the sanitary drain, if allowed by local treatment works by regulation or as allowed by permit. All shower wastewater shall be containerized inside the work area until it is added to the waste, gelled or filtered.
 9. Final clean-up of the work area may commence.
- H. Final clean-up of the work area shall be conducted as follows:
1. The Contractor shall first clean all surfaces in the work area using a fine spray or mist of amended water or removal encapsulant applied to all surfaces followed by the wet-wiping procedure using disposable cloths. These cloths shall be disposed of or rinsed thoroughly on a frequency sufficient to eliminate visible accumulation of debris. The Contractor shall allow all surfaces to dry before re-entering the work area and proceeding to (h)2 below.
 - a. The Contractor shall notify the AST in writing that a pre-sealant inspection is requested.

2. After completion of cleaning all surfaces in the work area and upon receiving a satisfactory pre-sealant inspection, the Contractor shall spray coat all dried exposed surfaces with a sealant. The color of this coat shall be separate and distinct from the underlying substrate. The surfaces to be coated shall include surfaces from which asbestos-containing materials have been removed (such as ceilings) and polyethylene which has been used to cover walls, floors and non-removable fixtures and equipment.
3. The polyethylene sheeting used to protect floors, walls, ceilings, fixtures and equipment shall be carefully removed and rolled up, with the contaminated portion on the inside, and packaged for disposal. Tape and any other debris shall also be disposed of in sealed polyethylene bags labeled as asbestos-contaminated waste.
4. Wet clean with amended water or a removal encapsulant all walls, floors, woodwork, ceilings, electric light fixtures and other surfaces. Allow all surfaces to dry and repeat procedure. Cloths or sponges used in the cleaning operation shall be disposed of as contaminated waste.
5. The polyethylene sheeting used to maintain critical barriers between work areas and clean areas such as those in doorways, windows and air vents shall be sprayed with encapsulant, but not removed until air monitoring is completed and satisfactory results have been obtained.
6. After completion of the cleaning operations the Contractor shall:
 - a. Notify the AST that a clean-up inspection can be performed to ensure all visible asbestos has been removed and the area is dust free;
 - b. Request final air clearance monitoring of the work area by the AST.
7. After the work area is found to be in compliance with the acceptance criteria, the following tasks shall be performed by the Contractor:
 - a. All critical barriers shall be removed and bagged in polyethylene bags for disposal;
 - b. The inside of windows shall be washed;
 - c. Any walls, floors, trim, doors, furniture or other items damaged during the work shall be repaired and refinished to match existing material;
8. Notice for a final inspection shall be made by the Owner or Contractor to the AST.
9. Upon receiving a satisfactory final inspection, application for a Certificate of Completion may be made, to be issued by the AST and the ASCM firm.
- I. Special precautions shall be implemented, where appropriate, including, but not limited to, the following examples:
 1. Asbestos abatement projects involving ceiling tile and T-grid components, elevators, carpet, contaminated soil and projects in tunnels, crawl spaces, plumbing access panels, and/or involving live electrical panels or live steam lines are likely to present unique conditions that will require special precautions in addition to the procedures described in

this section. In instances where special precautions need to be instituted, they shall be described in Plans and Specifications approved by the ASCM monitor firm and, where necessary, variations to the Subchapter shall be requested from the Department.

3.15 ASBESTOS VINYL FLOOR TILE/MASTIC REMOVAL

- A. The building owner shall remove all appliances and furniture from the working area prior to the removal of asbestos vinyl floor tile and mastic.
- B. Prepare the area in accordance with Part 3 - Paragraph 3.3.
- C. Remove non-asbestos binding strips or other restrictive molding from doorways, walls, etc., clean and dispose of as non-asbestos waste.
- D. Vinyl floor tile and mastic being removed in areas, not undergoing friable removal, shall be removed using radiant heat methods for tiles and aqueous mastic remover for the underlying mastic in accordance with RFCI requirements. The adhesive shall be removed such that, when completed, there are no remaining ridges or undulations of adhesive and no further preparation is required for the floor to be retiled, unless the concrete deck has patching or an unsmooth surface. The Contractor shall apply degreasing cleaner following the mastic removal to remove any mastic remover residue that may cause new flooring failure.
- E. Use MSHA/NIOSH half-face dual cartridge respirators equipped with dual purpose HEPA cartridges and organic vapor cartridges.
- F. If a mastic solvent is used, remove all traces of the removal solvent to prevent problems with replacement flooring in accordance with the manufacture's recommendation. At the completion of all work, clean using floor buffer with Sentinel 805 Envirowash or approved equivalent. Leave the substrate in such a state as to comply with all requirements and recommendations of the manufacturer of the replacement flooring.
- G. All refuse shall be disposed of as asbestos-containing waste.
- H. Ensure all disposal containers are properly labeled in conformance with 29 CFR 1926.58 and 40 CFR 61.

3.16 GLOVE BAGS

- A. This method is optional only in areas not scheduled for gross removal operations and must comply with OSHA requirements for a negative pressure work area environment. At all times the Contractor will utilize two (2) workers during glove bagging operations, one (1) of which will act as support personnel.
- B. Glove bags may only be used in accordance with these Specifications or approval from the Asbestos Project Designer.

- C. The Asbestos Abatement Contractor shall be required to arrange equipment to protect it with sealed polyethylene sheeting, tape and/or adhesive.
- D. Clean and protect all floors, and walls, as necessary, within the limited containment or tent enclosure work area constructed of a single layer of six (6) mil polyethylene sheeting placed under sufficient negative pressure to allow for four (4) air exchanges per hour. A three (3) stage decontamination unit shall be erected at the primary ingress/egress point to the work area.
- E. If fiber levels found on the personal samples during glove bag removal exceed 0.01 f/cc and methods to reduce the excess fiber concentrations prove futile, the Contractor shall remove the insulation under "gross removal" conditions with required layers off polyethylene sheeting, a decontamination unit, negative air filtration, etc. at the discretion of the AST.
- F. Using approved glove bags in strict accordance with the Manufacturer's Instructions, workers in full protective body clothing and dual cartridge respirators may begin removal of pipe insulation as per the following, or Manufacturer's Instructions. In case of conflict, the more stringent provisions shall apply:
1. Cut the sides of the glove bag to fit the size of pipe you will be working on and insert the tools you will need into the attached tool pocket.
 2. Attach the glove bag to the working area by folding the open edges together and sealing with staples and tape. Any additional support which may be necessary to support the weight of the debris shall be provided.
 3. Seal the edges of the glove bag around the working area with tape or adjustable straps to form a tight seal. Slice open the side port to allow entry of the wetting tube and HEPA vacuum hose. Insert the nozzle from the portable sprayer, seal around it with tape, and thoroughly wet the area to be removed.
 4. The Contractor shall conduct a smoke test, under the supervision of the AST, on each installed glove bag to ensure the bag is completely sealed. Seal any breaches within the bag.
 5. Insert arms into the armholes and gloves and proceed to remove the asbestos from the elbow, valve fitting or pipe. At locations where the insulation rests directly on pipe hangers or supports, the Contractor shall re-support the pipe by shimming with wood blocks or other suitable materials. Continue wetting the material as required. Thoroughly wet the remaining pipe and insulation and wash down the inside of the glove bag. Scrub or brush any remaining suspect insulation material from the pipe or fitting with a vinyl brush. **At no time shall wire brushes be permitted on the job site.**
 6. The tools shall be pulled through one (1) of the glove inserts, thus turning the gloves inside-out. Twist, and then apply tape around the twist, and cut through the tape to remove the glove with the tools. This glove may then be placed into the next glove bag. When glove bag operations are complete, clean tools by cleaning any residual materials from tools and disposing of the glove bag and water as contaminated waste. When the job has been completed, remove the spray nozzle, insert the HEPA vacuum nozzle, and

turn on the HEPA vacuum to remove air from the bag. With the air removed from the glove bag, squeeze the bag tightly as close to the top as possible and twist, seal and tape the bag to keep the asbestos material safely at the bottom of the bag. Turn off the HEPA vacuum, remove the hose from the side port, and seal the side port with tape.

7. Cut and remove the glove bag from the working area and place it into a second 6-mil polyethylene bag. Move bags to the decontamination unit and/or the dumpster.
 8. Mist surface of protective polyethylene and carefully fold inward. Proceed to HEPA vacuum the work area free of any residual materials and seal the exposed edges and piping with the proper encapsulant sealants such as Fosters 40/20 or approved equal.
- G. If final testing results indicate readings less than 0.01 f/cc or 70 S/mm², all seals, plastic, debris and decontamination enclosures shall be removed and disposed of as contaminated waste.
- H. If testing results indicate fiber levels of 0.01 f/cc or 70 S/mm² or greater, the work area shall remain sealed and demarcated until the proper clearance criteria has been attained.
- I. All cleaning shall be accomplished using wet methods and/or HEPA vacuuming equipment.
- J. Reestablish objects moved by the contractor to temporary locations in the course of the work, in their proper positions.

3.17 GROSS CLEANUP

- A. Remove all visible accumulations of asbestos-containing materials and debris by HEPA vacuums, sponging, etc. Wet clean all surfaces within the work area.
- B. The entire work area shall be totally, visibly clean and free of residual dust or debris. The Contractor shall notify the Owner's AST of the time the work area will be subject for visual inspection.

3.18 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL

- A. As the work progresses, at the end of each work shift, bags of removed ACM within the work area shall be transferred to the Waste Dumpster. A minimum of three (3) workers shall perform the operation. Single bags shall be taped and passed from the work area, rinsed and placed in a second bag within the shower room and passed to the clean room of the Decontamination Unit. At no time shall a removal worker pass the curtained doorway between the work area.
 1. LABEL REQUIREMENTS: Provide labels affixed to all asbestos waste containers:
 - a. Warning labels as required by OSHA regulation 40 CFR 1926.1101 as follows:

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

- D. Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and half-face negative pressure dual cartridge respirators.

3.19 POST-REMOVAL ENCAPSULATION OF AFFECTED AREAS

- A. The work area shall have passed visual inspection prior to post-removal encapsulation.
1. Upon completion of encapsulation of surfaces from which asbestos has been removed, the Contractor shall inform the on-site representative that the area is ready for clearance testing.
 2. The Contractor shall then remove all interior polyethylene sheeting except for the critical barriers and the decontamination unit and then clean all vertical and horizontal surfaces within the work area through the employment of wet wiping and HEPA vacuuming until no visible dust or debris is visible in the work area.
 3. Upon completion of the final cleaning, the Contractor shall inform the AST who, after successful inspection, shall perform final air testing.
 4. Upon receipt of proper final clearance test results, the Contractor shall break down the remainder of all plastic and the decontamination unit and remove all tape and adhesive residue to the satisfaction of the AST.

3.20 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS

- A. Fixtures, equipment, or objects relocated by the Contractor to storage areas designated by the Owner shall be reestablished under this contract as to their exact position and material shape. The Contractor assumes full responsibility for damage to objects on premises.

END OF SECTION 1

SECTION 2 - ASBESTOS AIR MONITORING/TESTING

PART 1 - GENERAL

1.1 TESTING/AIR MONITORING

- A. Throughout the entire removal and cleaning operations, air monitoring will be conducted by an accredited AST to ensure Contractor compliance with DCA, EPA and OSHA regulations, excluding personnel samples required by OSHA, and any additional applicable State and Local government regulations. Air monitoring results gathered by the Owner's ASCM firm will not be used by the Contractor to verify OSHA compliance. Air monitoring for OSHA compliance by the Contractor shall be conducted per the method prescribed by 29 CFR, Part 1926.1101, Appendix A or applicable State or Local regulations.

- B. Air monitoring shall be conducted by an AST licensed by the State of New Jersey's Department of Community Affairs pursuant to the requirements of N.J.A.C. 5:23-8, Sub-chapter 8.
- C. Air monitoring will be performed by an independent firm contracted by the Owner or the Owner's duly authorized representative. Selection of and payment to the ASCM firm will be made by the Owner or the Owner's duly authorized representative.
- D. The Abatement Contractor shall be responsible for providing personal monitoring of his employees as per OSHA's 29 CFR, Part 1926.1101.
- E. Monitoring During Asbestos Removal: The AST will provide environmental and work area monitoring, for the Owner, during exposure to airborne concentrations of asbestos.
 - 1. If monitoring outside the asbestos work area shows airborne concentrations exceeding 0.01 f/cc and is due to the abatement contractor's work practices or breach in the containment, the Contractor shall stop all work, notify the Owner immediately, identify and correct the condition(s) causing the increase.
- F. Monitoring Results During Asbestos Abatement: PCM fiber counting shall be completed and results reviewed by the AST within 24 hours after conducting sampling. Where the building is occupied, the samples shall be collected every four (4) hours from the start of each shift. The AST shall notify the Contractor and the Owner immediately of any exposures to asbestos fibers greater than or equal to 0.01 fibers/cc.
 - 1. The services of a testing laboratory may be employed by the Owner's ASCM firm to perform laboratory analysis of the air samples. Alternatively, the ASCM firm may elect to set a microscope and its AST at the job site for project sample analysis. However, the ASCM firm may elect to send its samples daily to a laboratory, so that written reports on air samples can be obtained within 24 hours of sample collection. Where the building is occupied, during the abatement activities, the services of an on-site Asbestos Analyst Registry (AAR) accredited analyst shall be utilized.
- G. Final Compliance Monitoring: Final Compliance Monitoring shall be conducted in accordance with the Environmental Protection Agency's (EPA) regulations, the Department of Community Affairs regulations and these Specifications. Analysis of samples taken after final cleanup shall be by Transmission Electron Microscopy (TEM) if the materials are being abated within a full containment or the amount to be abated is greater than 160 square feet or 260 linear feet. Exterior removal of non-friable materials removed intact will not require an air clearance to be conducted. However, a final visual inspection by the Owner's AST will be required. The Owner's AST will conduct final air clearance monitoring. Sampling shall start after the following:
 - 1. HEPA vacuuming and wet cleaning of all surfaces of the work area must have been conducted, except for dirt floors in the crawlspaces.
 - 2. All visible accumulations of asbestos-containing waste material and areas of contaminated soil must have been removed from the work area, as determined by the Owner's Certified Industrial Hygienist/AST.

3. First polyethylene layer must have been removed from walls and floors, while all critical barriers remain in place to maintain the work area integrity.
4. Completion of a satisfactory visual inspection by the AST.
5. The area completely covered by a spray encapsulant.
6. All surfaces within the regulated area shall be completely dry, spray applied encapsulant shall be completely dry.
7. If asbestos-containing materials being removed within the work area are less than 160 square feet, 260 linear feet, or 35 cubic feet, and not within a State regulated full containment, then five (5) samples may be collected and analyzed by PCM in accordance with NIOSH 7400 and 582 requirements.
 - a. Clearance Criteria: All samples will have a concentration of airborne fibers at or below 70 structures per millimeter squared (S/mm^2) for TEM finals and less than 0.01 fibers/cc for Phase Contrast Microscopy (PCM) finals. If the final clearance samples do not meet the minimum clearance requirements, re-cleaning and re-sampling must be accomplished. The Abatement Contractor shall be responsible for the additional cost of re-sampling and re-analysis. The method of sampling and analysis will be the same as that used for the first set of samples.

1.2 CONTINGENCY PLAN

- A. Contingency plan during abatement shall be implemented as described below. These are the minimum requirements which shall be enforced by asbestos safety control monitors. These requirements shall not limit the asbestos safety control monitors from instituting additional requirements, if necessary, for the protection of the building occupants.

1. If the pressure differential drops below 0.05 inches w.c., the following procedures shall be implemented:

(a) The asbestos safety technician and the contractor supervisor shall investigate and evaluate the engineering controls to determine the source of the pressure loss.

(b) The contractor shall institute corrective action such as: additional sealing, critical barrier maintenance and construction, changing of exhaust unit filters, adjustment of make-up air, operation of additional exhaust units or other necessary measures to reestablish an acceptable pressure differential.

2. If the pressure differential drops below 0.01 inches w.c., the following procedures shall be implemented:

(a) The contractor shall cease abatement activity in the work area.

(b) The asbestos safety control monitor shall notify the building owner to evacuate the pressurized space(s). The pressurized space(s) shall include all space outside the work area which is pressurized to maintain the required pressure differential relative to the work area and is isolated from the rest of the building in terms of air flow. The pressurized space may include the entire building exclusive of the work area or any part of the building that is pressurized to isolate it from the work area.

(c) The asbestos safety technician and the contractor supervisor shall investigate and evaluate the engineering controls and determine the source of the pressure loss.

(d) The contractor shall institute corrective action such as: additional sealing, critical barrier maintenance and construction, changing of exhaust unit filters, adjustment of make-up air, operation of additional exhaust units or other necessary measures to re-establish an acceptable pressure differential.

(e) Re-occupancy shall not be permitted in any area unless a pressure differential of 0.05 inches w.c. or greater is reestablished.

(f) If a pressure differential of 0.05 inches w.c. or greater is not reestablished within 24 hours of the first reading below 0.01 inches w.c., then the building shall be evacuated.

3. If air fiber levels exceed 0.010 f/cc, the following procedures shall be implemented:

(a) The asbestos safety technician and the contractor supervisor shall investigate and evaluate the engineering controls to determine the source of the high air fiber level.

(b) An additional/second PCM air sample shall be taken at each place at which a high air level was obtained. The additional/second PCM sample may be split, and if the result of the air sample is less than or equal to 0.010 f/cc the contingency plan is terminated. If the result of the air sample exceeds 0.010 f/cc, the contractor, in consultation with the asbestos safety control monitor, shall choose the option of cleaning and retesting by PCM analysis or analyzing the split sample by TEM analysis. If the result of the TEM analysis exceeds 0.010 f/cc, then cleaning shall be undertaken.

(c) The decision as to the timing of the cleaning activity shall be made by the asbestos safety control monitor firm in consultation with the building owner and the contractor.

(d) Cleaning shall include, but not be limited to, wet wiping and misting the air. Cleaning the affected area shall be continued outside of containment and PCM sampling shall also be continued until the result in the area is equal to or less than 0.010 f/cc by either PCM or TEM analysis.

(e) If laboratory analysis of air samples does not yield a reading less than or equal to 0.010 f/cc within 24 hours of receipt of the first test result above 0.010

(f) Re-occupancy shall not be permitted in any area where PCM analysis reveals results greater than 0.010 f/cc, unless TEM results indicate asbestos fibers are equal to or less than 0.010 f/cc. In the case of re-occupancy, all air samples used to make the determination to allow reentry shall be analyzed by an accredited laboratory.

- 4. If a power outage occurs during active abatement work, the building occupants shall be evacuated until the air samples determine that the occupied spaces are safe, and power has been restored. If a power outage occurs when the building is unoccupied, occupancy will not be permitted until air samples determine that the spaces to be occupied are safe and power has been restored.**

1.3 CERTIFICATE OF COMPLETION

- A. A Certificate of Completion shall be completed by the AST following completion of removal work, cleanup, and his/her visual inspection of the work area. The Certificate of Completion shall be provided to the Code Official and the Owner upon completion of the job, so that a Certificate of Completion/Occupancy can be issued by the Code Official.

END OF SECTION 2











APPENDIX A

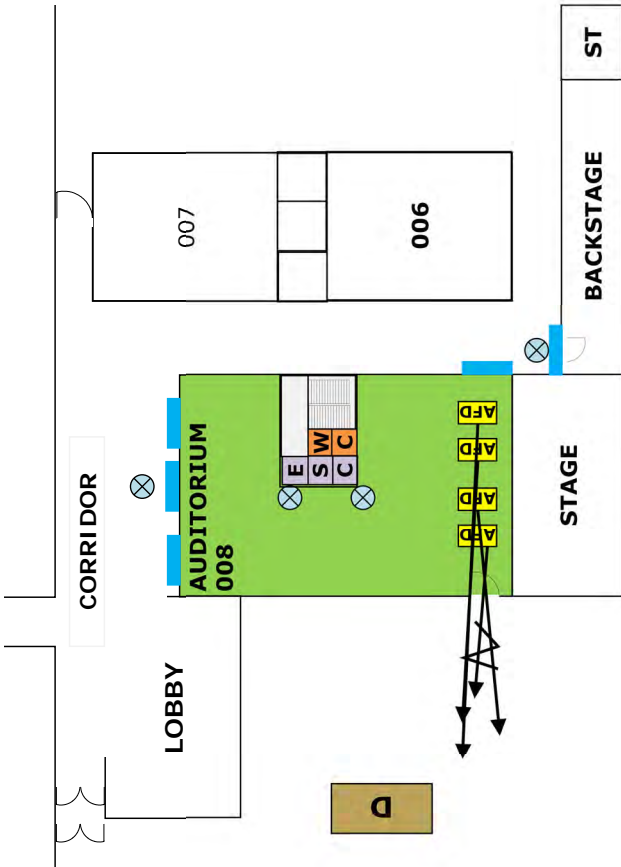
ASBESTOS ABATEMENT DRAWINGS




Edison High School 50 Boulevard of Eagles Edison, NJ 08817		Asbestos Abatement and Disposal – Auditorium/Cafeteria	
ASB-1 Site Plan		RJB ENVIRONMENTAL, INC. 615 PROSPECT AVENUE MORRISVILLE, PA 19067	
		Edison Township Public Schools 312 Pierson Avenue Edison, NJ 08937	
		SCALE :NONE	
		DRAWN BY: DBR	
		PROJECT #: 2021052-02	

LEGEND/SYMBOLS

-  PLASTER WORK AREA
-  HIGH EFFICIENCY PARTICULATE AIR (HEPA) EQUIPPED AIR FILTRATION DEVICE (AFD)
-  AFD EXHAUST POINT
-  THREE-STAGE PERSONAL DECONTAMINATION UNIT, CONSTRUCTED AS REQUIRED IN NJAC 5:23-8
-  WASTE CONTAINER
-  ABATEMENT & CONSTRUCTION ONLY INGRESS/EGRESS
-  WASTE ROUTE/ CONTRACTOR INGRESS/EGRESS
-  AIR SAMPLE LOCATIONS
-  SEPARATION BARRIER
-  WASTE CHAMBER



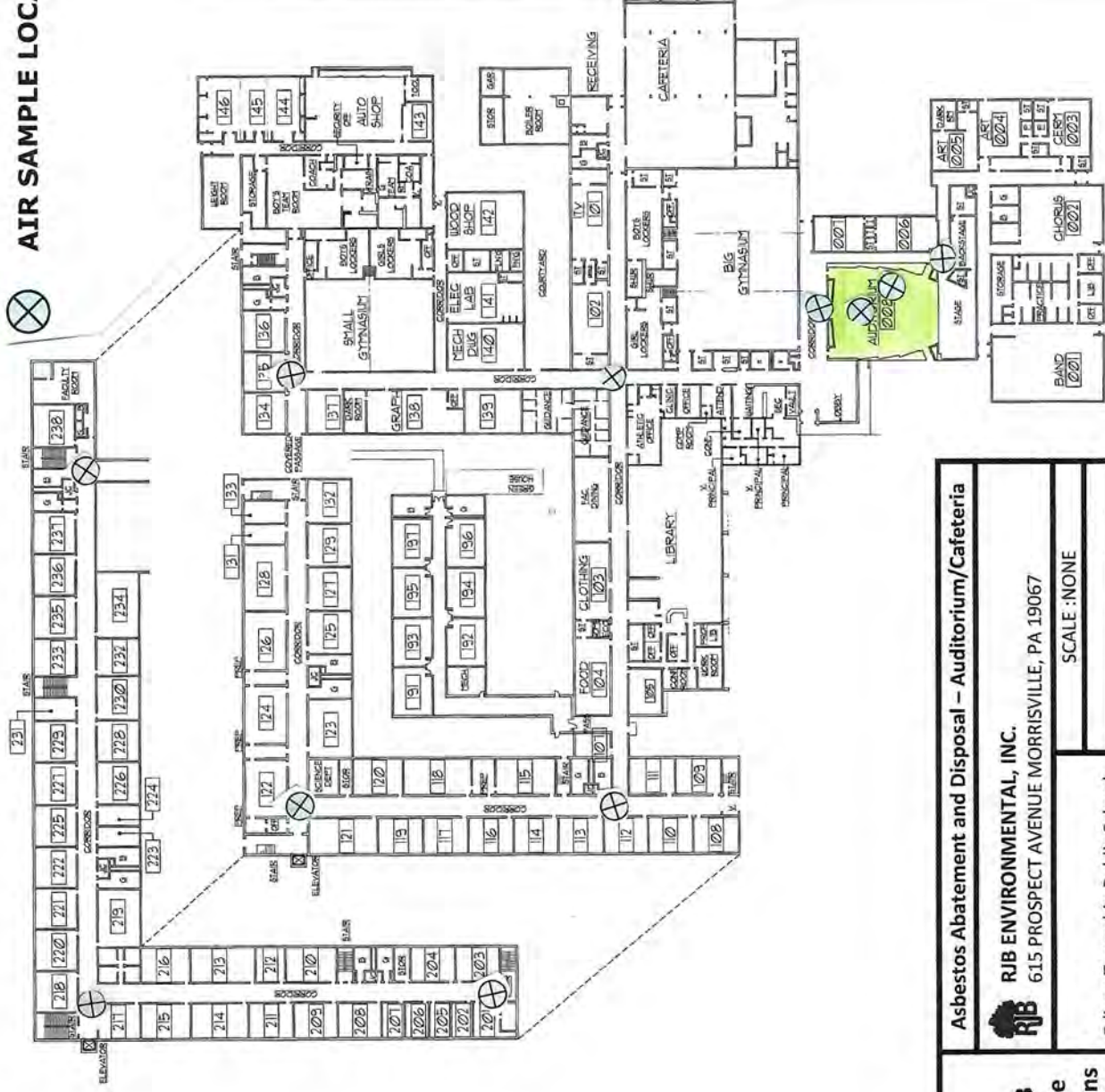
Edison High School 50 Boulevard of Eagles Edison, NJ 08817	ASB-2 Plaster Work Area	Asbestos Abatement and Disposal – Auditorium/Cafeteria
 RJB ENVIRONMENTAL, INC. 615 PROSPECT AVENUE MORRISVILLE, PA 19067		
Edison Township Public Schools 312 Pierson Avenue Edison, NJ 08937		SCALE :NONE
		DRAWN BY: DBR
		PROJECT #: 2021052-02




PLASTER WORK AREA



AIR SAMPLE LOCATIONS



Asbestos Abatement and Disposal – Auditorium/Cafeteria		ASB-3 Sample Locations & Work Area	
 RJB ENVIRONMENTAL, INC. 615 PROSPECT AVENUE MORRISVILLE, PA 19067		Edison High School 50 Boulevard of Eagles Edison, NJ 08817	
SCALE : NONE		DRAWN BY: DBR	
PROJECT #: 2021052-02			