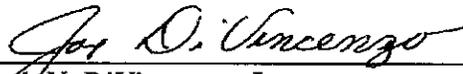
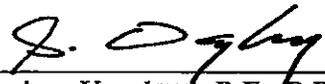


**BID REQUEST FOR**  
**BUILDINGS DEMOLITION AT SOUTH 11th STREET**  
**PHASE - 2**  
**CITY OF NEWARK-ESSEX COUNTY**  
**CONTRACT NUMBER 16-248**



**ESSEX COUNTY, NEW JERSEY**  
**DEPARTMENT OF PURCHASING**

*Essex County Executive:*   
*Joseph N. DiVincenzo, Jr.*

*Prepared By:*   
*Sanjeev Varghese, P.E., P.P.*  
*Essex County Engineer*

*Contact Person:* *Office of Purchasing*  
*Fax # 973-621-5109*

*Bid Due Date:* *December 10th, 2016 at 11:00 a.m.*

**COUNTY OF ESSEX**  
**MUST READ & INITIAL MANDATORY FOR CONSTRUCTION**

If the box contains an  
 bidder is to  
execute & submit the  
required form.  
If a  read item.

**DOCUMENT CHECKLIST – ENGINEERING PROJECTS**

Bidder Please  
Initial Each  
Item assuring  
the form listed  
is EXECUTED

		<b>Page</b>	
<input checked="" type="checkbox"/>	<b>Bid Compliance Form – COMPLETE AND SIGN</b>	3	
<input checked="" type="checkbox"/>	<b>Bid Guarantee in the amount of 10% of total bid – MUST ACCOMPANY BID</b>	5	
<input type="checkbox"/>	<b>Consent of Surety / Bid Bonds Instructions- READ ONLY</b>	5	
<input type="checkbox"/>	<b>Performance Bond requirements-READ ONLY</b>	5	
<input type="checkbox"/>	<b>One Year Maintenance Bond and Payment Bond – READ ONLY</b>	5	
<input type="checkbox"/>	<b>Public Works Contractor Registration Certificate-MUST BE REGISTERED</b>	5	
<input type="checkbox"/>	<b>Business Registration Certificate Form-READ ONLY</b>	8-11	
<input checked="" type="checkbox"/>	<b>Standard Construction Insurance Requirements - COMPLETE, SIGN AND NOTARY SEAL and NOTARIZED</b>	15-19	
<input checked="" type="checkbox"/>	<b>Stockholder Disclosure Certification Form – SIGN AND NOTARY SEAL</b>	20	
<input checked="" type="checkbox"/>	<b>Addenda Acknowledgement Form – COMPLETE AND SIGN</b>	21	
<input checked="" type="checkbox"/>	<b>Affirmative Action Language Acknowledgement Form - SIGNATURE</b>	22	
<input checked="" type="checkbox"/>	<b>Statement of Certain Political Contributions- COMPLETE AND SIGN</b>	23	
<input checked="" type="checkbox"/>	<b>Vendor Information Sheet- COMPLETE AND SIGN</b>	24	
<input checked="" type="checkbox"/>	<b>Disclosure of Investment Activities in Iran COMPLETE AND SIGN</b>	25	
<input checked="" type="checkbox"/>	<b>Hold Harmless Certification- COMPLETE AND SIGN</b>	26	
<input checked="" type="checkbox"/>	<b>Non-Collusion Affidavit Form-SIGN AND NOTARIZED AND NOTARY SEAL</b>	27	
<input type="checkbox"/>	<b>Mandatory Equal Employment Opportunity Language- READ ONLY</b>	28-30	
<input type="checkbox"/>	<b>Americans with Disabilities Act of 1990 Language- READ ONLY</b>	31	
<input checked="" type="checkbox"/>	<b>Prevailing Wage Compliance Declaration- SIGNATURE RECOMMENDED FORM TO BE USED</b>	32	
<input type="checkbox"/>	<b>Payroll Certification Forms- READ ONLY</b>	33-34	
<input checked="" type="checkbox"/>	<b>Plan &amp; Equipment Questionnaire/ Status of Present Contracts- COMPLETE, SIGN AND NOTARIZED AND NOTARY SEAL</b>	35-38	
<input checked="" type="checkbox"/>	<b>Statement of Financial Responsibility – COMPLETE, SIGN AND NOTARIZED AND NOTARY SEAL</b>	39-42	
<input checked="" type="checkbox"/>	<b>Subcontractors Identification Sheet – COMPLETE AND SIGN</b>	43	
<input checked="" type="checkbox"/>	<b>Authorization and Release- COMPLETE AND SIGN</b>	44	
<input checked="" type="checkbox"/>	<b>Acknowledgement of Principal- SIGNATURE AND NOTARY SEAL</b>	45	
<input checked="" type="checkbox"/>	<b>Bid Bond Form/ Consent of Surety Form - SIGNATURE AND CORPORATE SEAL RECOMMENDED FORMS</b>	46-47	
<input checked="" type="checkbox"/>	<b>Surety Disclosure Statement- COMPLETE AND SIGN</b>	49-50	
<input checked="" type="checkbox"/>	<b>Performance, Labor and Materials Payments Bond- SIGN, CORPORATE SEAL, AND NOTARY SEAL</b>	51	
<input checked="" type="checkbox"/>	<b>Bid Proposal Pricing Forms – COMPLETE, SIGN AND CORPORATE SEAL</b>	52	

Bidder **must initial** the boxes to the right of each listed item **upon reading** and **signing** as instructed.

Proposal to: The County of Essex  
465 Dr. Martin Luther King Jr. Blvd.  
Room 335  
Newark, N.J. 07102

Bid Proposal No. 16-248  
Advertised Date: December 6th, 2016  
Bid Opening Date: December 20th, 2016  
Time: 11:00 a.m.

**BID PROPOSAL COMPLIANCE FORM**

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached bid proposal, specifications and all bid form sheets attached hereto, for:

**Contract Name:** *Buildings Demolition at South 11<sup>th</sup>. Street – Phase 2*

**Fee for Bid Specifications:** *NONE*

**Pre Bid Conference Date:** *NONE*

**Deadline for Bid Submission:** *December 20th, 2016 at 11:00 AM*

This bid submitted is for the above named and advertised Bid Proposal at firm prices, excluding all taxes and including all transportation, delivery charges fully prepaid F.O.B. destination, inside delivery, debris removed, in accordance with the General Specifications, Requirements, and Schedules specified herein.

It is understood that the attached general specifications are an integral part of the proposal and that the Board of Chosen Freeholders reserves the right to reject any or all bid proposals pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and to waive immaterial informalities. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31, et seq. and the Americans with Disabilities Act and N.J.A.C. 17:27.

All questions must be submitted to the Purchasing Agent in writing at 465 Dr. Martin Luther King Jr., Room 335, Newark, NJ 07102, or via fax to 973-621-5109, no later than eight (8) business days prior to deadline for bid submission date as stated above.

Respectfully submitted by:

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(President, Vice President or Authorized Rep.)

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**NOTE: BE ADVISED THAT FOR AWARD OF BID YOUR ORGANIZATION MUST ATTEND ESSEX COUNTY BOARD OF CHOSEN FREEHOLDER MEETING, UNLESS OTHERWISE NOTIFIED BY THE COUNTY.**

**NOTE: WITH RESPONSE PLEASE SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF YOUR BID PROPOSAL**

**NOTE: BIDS WILL BE OPENED AT THE DATE SHOWN ABOVE IN THE COUNTY BID ROOM #332, LOCATED IN THE HALL OF RECORDS**

**NOTE: ALL PROPOSALS ARE TO BE SEALED and clearly marked on the outermost packaging or envelope with the project name and project/bid number (see cover page), and must be received by mail or other method of delivery by no later than the submission deadline date and time so stated on the cover of this document.**

## Instructions to Bidders and Statutory Requirements

### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the COUNTY OF ESSEX, hereinafter referred to as "County," in accordance with public advertisement as required by law, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the Purchasing Agent at no later than the submission deadline ("Bid Opening"), as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. **The bid shall be submitted in a sealed envelope: (1) addressed to the County, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.**
- D. An individual Bidder cannot submit multiple bids, nor can an agent represent and submit bids for multiple competitive bidders.
- E. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- F. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days. Should a bidder seek to withdraw their bid due to a clerical error, the request must be delivered in writing to the Purchasing Agent via registered or certified mail in no more than five (5) business days from the bid opening date.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must be submitted upon the bid proposal form included in these documents complete with the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34 et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
  - N.J.S.A. 2C:27-11(a) provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11(b) provides that a person commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

## **II. BID SECURITY AND BONDING REQUIREMENTS**

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

### **A. BID GUARANTEE**

Bid Guarantees are required pursuant to N.J.S.A. 40A:11-21. Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total bid price not to exceed \$20,000, payable unconditionally to the COUNTY OF ESSEX. A sample bond form is found herein.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24(a). The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Please refer to the legal notice for specific direction before obtaining the bid bond.

**NOTE:** Failure to submit a bid guarantee shall result in an immediate and incurable rejection of bid.

**NOTE:** AIA Bond documents are not acceptable; presenting such shall result in rejection of the bid.

**NOTE:** Bid Bonds that contain the following language: "shall pay the Obligee the difference..." are unacceptable, the law is 10% of the bid amount not to exceed \$20,000.00.

### **B. CONSENT OF SURETY**

Bidder shall submit with the bid a Consent of Surety (form included herein on page 43), with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. Failure to submit consent of surety form shall result in rejection of the bid.

### **C. PERFORMANCE BOND**

Bidder shall simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. Unless otherwise directed in writing by the County, failure to submit this with the executed contract shall be cause for declaring the contract null and void.

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

### **D. LABOR AND MATERIAL (PAYMENT) BOND**

Bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

### **E. MAINTENANCE BOND**

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of 1 year.

### **F. MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES - NJSA 40A:11-50**

(Process of resolution for construction contract disputes) All construction disputes arising under the contract shall be submitted to mediation pursuant to the rules and regulations of the American Arbitration Association or to such other mediator as shall be mutually agreed upon. The cost for mediation shall be split between the parties.

### **III. INTERPRETATION, ADDENDA AND DISCREPANCIES**

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications. The laws and guidelines identified within the instructions, front-end documents and forms, are not to be superseded by any similar or contradicting guidelines found within the technical specification portion.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids.

Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Director of Purchasing, or as otherwise stipulated in the specification. In order to be given consideration, a written request must be received at least eight (8) business days (Saturday, Sunday and holidays excluded), prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final. When issuing addenda, the County shall provide the required seven business days notice pursuant to N.J.S.A. 40A:11-23(c)(2) (No Saturdays, Sundays or holidays excepted) prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package.

#### **D. Discrepancies in Bids**

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

#### **E. Pre-Bid Conference**

If so stated in the Bid Proposal Compliance Form, a pre-bid conference for this proposal will be held. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any requirements.

### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

- A. Brand names and/or descriptions used in these specifications are intended to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. The use of brand names is not intended to preclude bidders from proposing equivalent goods or services. Whenever a brand name is identified in these specifications, the words "or equivalent" shall be deemed to follow.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The County reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**V. PRICING INFORMATION FOR PREPARATION OF BIDS**

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

As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

**VI. VALUE ENGINEERING**

In accordance with and subject to the provisions of N.J.S.A. 40A:11-16.6, the contractor may submit a value engineering construction change order for contracts equal to or greater than \$5,000,000.

**VII. STATUTORY AND OTHER REQUIREMENTS**

**The following are mandatory requirements of this bid and contract.**

**A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A (Goods and Services) or Appendix B (Construction Contracts) of this bid specification.

**1. Goods and Services (including professional services) Contracts**

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

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

**2. Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program (Department) an initial project workforce report (Form AA201) provided to the public agency by the Department for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report (AA202) once a month thereafter for the duration of the contract to the Department and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

#### B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included on Page 31 of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

#### C. STOCKHOLDER DISCLOSURE (page 20)

Pursuant to N.J.S.A. 52:25-24.2. no corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

#### D. ADDITIONAL REQUIREMENT FOR SUCCESSFUL BIDDER.

1. State Comptroller's Authority to Audit and Review Contract Records: The bidder is hereby notified that relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by Office of State Comptroller pursuant to N.J.S.A 52:15C-14(d).
2. Record Retention Requirement: Pursuant to N.J.A.C. 17:44-2.2. the successful bidder 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.

#### E. PROOF OF BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, each bidder (contractor) and any listed sub-contractor, is required to be registered prior to contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC), which is obtained from the NJ Division of Revenue.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) Prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 2) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 3) A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

## F. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

## G. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and must be submitted with the bid proposal.

## H. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. See Prevailing Wage Act Declaration on page 32. The contractor shall be required to submit a certified payroll record to the County within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

AWARDED BIDDERS MUST use the NJ DOLWD Payroll Certification form R-08-12-08, a copy of which is herein (See pages 32 – 33).

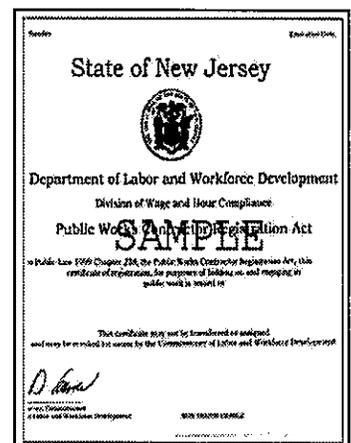
## H. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

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

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

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



To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. Certified Payroll records shall be submitted prior to the final payment being made.

PHOTOCOPY  
OF  
CONTRACTOR'S  
REGISTRATION  
CERTIFICATE

Number	Expiration Date
<p>State of New Jersey</p>  <p>Department of Labor and Workforce Development Division of Wage and Hour Compliance Public Works Contractor Registration Act</p> <p><b>SAMPLE</b></p> <p>Under Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work is issued to:</p> <p style="text-align: center;">This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.</p> <p> _____ Commissioner of Labor and Workforce Development</p> <p style="text-align: right;">NON TRANSFERABLE</p>	

**AS A PROFESSIONAL COURTESY,  
BIDDERS MAY PLACE A  
PHOTOCOPY OF YOUR BRC HERE**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE TRENTON, NJ
<b>TAXPAYER NAME:</b> TAX REGISTRATION TEST ACCOUNT  <b>TAXPAYER IDENTIFICATION#:</b> 970-087-382/500  <b>ADDRESS:</b> 847 ROEBLING AVE TRENTON NJ 08611  <b>EFFECTIVE DATE:</b> 01/01/04  <small>CONTRACTOR</small>	<b>TRADE NAME:</b> CLIENT REGISTRATION  <b>SEQUENCE NUMBER:</b> 01073  <b>ISSUANCE DATE:</b> 07/14/04  	
THIS CERTIFICATE IS NOT ASSIGNABLE OR TRANSFERABLE. IT MUST BE CONTINUOUSLY DISPLAYED AT ABOVE ADDRESS.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1093907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

## **VIII. AWARD OF CONTRACT**

- A. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a total bid only, it shall be made to the responsible responsive bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options (based on the availability of funds); it shall be made to the lowest responsible responsive bidder.
- D. In case of a tie bid, the County may award the contract to the contractor whose bid, in the County's discretion is the most advantageous, price and other factors considered.
- E. The County may also elect to award the contract on the basis of lowest unit prices or total categories.
- F. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.
- G. Within ten (10) days of receipt, the executed contract shall be returned to the County Legal Department along with Certificate of Insurance and Performance Bond in the amounts required by these specifications. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract at its option, the County may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24(b))

## **IX. CAUSES FOR REJECTING BIDS**

Any bid may be rejected for any lawful reason, including the reasons set forth at N.J.S.A. 40A:11-23.2. All bids may be rejected pursuant to N.J.S.A. 40A:11-13.2.

## **X. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new parties will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing 30 calendar days advanced notice to the contractor.

**XI. EXEMPTION FROM NEW JERSEY STATE SALES TAXES**

The attention of the Contractor is directed to the following provision of the New Jersey State Sales and Use Tax Act, pursuant to N.J.S.A 54:32B-1 et seq.

"8. Exempt sales. Receipts from the following shall be exempt from the tax on retail sales imposed under subsection (a) of Section 3 and the use tax imposed under section 6;

"(w) Sales made to contractors, subcontractors or repairmen or materials, supplies, or services for exclusive use in erecting structures, or building on, or otherwise improving, altering or repairing real property of organizations described in subsections (a) and (b) of section 9 of this act, provided any person seeking to qualify for this exemption shall do so pursuant to such rules and regulations and upon such forms as shall be prescribed by the director." P.L. 1966, Ch. 53.

The County is an exempt organization of the type described in subsection (a) of section 9 of the Act. In view of the foregoing, the Contractor should not include an amount for such New Jersey State taxes in his prices.

**XII. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Unless a notice to proceed provision is established otherwise herein, the work specified shall commence within twenty (20) days after the executed Contract is delivered to the Contractor and shall continue without interruption until all work is completed.

The entire work of the Project shall be completed in *21 Calendar Days* after a Notice to Proceed, or within a given duration as specified in the technical section herein.

The Contractors obligations for the performance and completion of the Work within the times provided in this Contract are of the essence. The Contractor guarantees that he can and will complete such performance (including Extra Work) within the time above provided, subject, however, to an added clause entitled "Extensions of Time", should such clause be established in the technical specifications herein.

Inasmuch as the damage and the loss to the County which will result from the failure of the Contractor to complete such performance within the time above provided will include items of loss whose accurate amount will be incapable or very difficult for accurate estimation, the damages to the County for delay in the case of such failure on the part of the Contractor shall be liquidated in the sum of Five Hundred Dollars (\$500.00) for each calendar day by which the Contractor shall fail to complete such performance in accordance with the provisions hereof; such liquidated damages shall not be considered as a penalty. The County will deduct and retain out of any money due, or become due hereunder, the amount of the liquidated damages.

**XIII. RETAINAGE**

A retainage shall be withheld from interim payments until final acceptance and final payment is made on the project in accordance with the following schedule:

<u>Contract Amount</u>	<u>Retainage</u>
Over \$100,000	2.0%

**XIV. PAYMENT**

**A. Prompt Payment of Construction Contracts**

Prime Contractor shall be paid according to the guidelines set forth in N.J.S.A. 2A:30A-1 et seq. provided:

1. The contractor has performed in accordance with the contract; and
2. The work has been approved and certified by the County's "Designated Project Manager", hereafter referred to as "DPM", who shall be named in the technical specifications herein, and
3. That a written statement identifying any discrepancies in the work has not been sent by the County to the contractor explaining any amount withheld and the reason for withholding payment.

4. If any or all of the work associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with N.J.S.A. 2A:30A-1 et seq. A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the County shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Council Meeting date, whichever is less.

**B. REQUEST FOR PAYMENT NOTIFICATION**

1. When mailing or hand-delivering a Request for Payment, envelopes shall be clearly marked "Request for Payment" and sent directly to the County's DPM. If an outside Consultant or Engineer has been contracted by the County for Construction Observation or Work Inspection, the contractor shall also submit a copy of the request for payment to the Consultant.

**C. FINAL PAYMENT AND CLAIMS**

1. After the final acceptance of work by the County and the Engineer, the balance of monies due will be paid up to 100% of the total work completed.

**XV. E.L.E.C. NOTICE**

**REGARDING "PAY-TO-PLAY" DISCLOSURE OF CONTRIBUTIONS BY BUSINESS ENTITIES**

Summary "Pay-to-Play" prohibition on business entity contributions (N.J.S.A. 19:44A-20.3 through 20.25): contributions by business entities that have or are seeking New Jersey government contracts, the "Pay-To-Play" disclosure law requires that prior to entering a contract with a governmental entity of more than \$17,500 that is not publicly advertised, a business entity must disclose to that governmental entity certain contributions made during the past year. Further, a business entity that has received \$50,000 or more through government contracts in a calendar year is required to file an annual disclosure statement (Form BE) with the New Jersey Election Law Enforcement Commission, pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, §3), to report its political contributions and contract information.

The business entity annual statement form and instructions are available at:

<https://www.net1.state.nj.us/lpd/elec/ptp/Form.aspx>.

Form BE is required to be filed electronically by March 31, 2008 to report activity in calendar year 2007. All subsequent annual statements will be due by March 30th and will report information relevant to the previous calendar year.

For further information, please review the Pay-to-Play section on the Commission's website at [www.elec.state.nj.us](http://www.elec.state.nj.us) or contact the Special Programs Staff at the Commission at 609-292-8700 (toll free at 888-313-3532).

**XVI. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize the Disclosure Of Investment Activities in Iran form attached hereto ( page 25 ) to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's list of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its proposal will result in rejection of the proposal as non-responsive and preclude the award of a contract to said bidder.

**XVII. COMPLIANCE**

Any documents attached to this bid package shall be subject to the provisions of New Jersey Local Public Contracts Law (N.J.S.A. 40A:11 et seq.), and should there be conflict of any sort within the technical specifications, or with any AIA or DOT documents attached, the statutes of the Local Public Contracts Law and guidelines found therein shall prevail.

**STANDARD CONSTRUCTION CONTRACTOR AGREEMENT INSURANCE REQUIREMENTS**  
**Consent of Insurance Coverage**

**Construction Contractor, please promptly give this to your broker**  
**These requirements constitute the Contract Insurance requirements**

Throughout the life of this Contract, the Construction Contractor shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

1. **Workers' Compensation and Employer's Liability:**

Provided in the State of New Jersey and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
  - Bodily Injury by Accident: \$1,000,000 Each Accident
  - Bodily Injury by Disease: \$1,000,000 Each Employee
  - Bodily Injury by Disease: \$1,000,000 Policy Limit
- c) When applicable, USL&H, Maritime Liability, FELA, and DBA Coverage.
- d) Where applicable, if the Construction Contractor is lending or leasing its employees to the County for the work under this contract (e.g. crane rental with operator), it is the Construction Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07, or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury. Occurrence Form with the following limits:

- a. Each Occurrence: \$1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insured's as set forth in these Insurance Requirements).
- d. The General Aggregate Limit must apply on a **Per Project basis**.

3. **Automobile Liability:**

When autos are used in conjunction with contracts/agreements with Essex County, entity's coverage must include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above (CA 0001). Minimum limits of liability:

- a) Per Accident Combined Single Limit \$1,000,000
- b) For Construction Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. **Commercial Umbrella Liability:**

When scope of project exceeds \$25,000,000.00 and/or when limits cannot be met with primary line of coverage) Policy(s) to apply on a Following Form Basis shall include Commercial General Liability, Automobile Liability and Employer Liability. Minimum limits of liability:

- a. Each Occurrence: \$10,000,000
- b. General Aggregate (where applicable): \$10,000,000

5. **Rigger's Liability Insurance:**  
 Required only if contractor's scope of work requires mechanical lifting, lowering, rigging and hoisting of property/equipment. No overload exclusions are permitted. Minimum occurrence limit:
- a. Each Occurrence Combined Single Limit: \$1,000,000
6. **Pollution Liability Insurance:**  
 Required only if contractor's scope of work requires the performance of remediation of hazardous materials or if their operations create exposure to hazardous materials covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this contract. This is to include all work completed by the Contractor, including testing and / or removal of any and all pollutants. Minimum limits of liability:
- a. Each Occurrence: \$3,000,000
  - b. General Aggregate: \$3,000,000
  - c. Pollution liability insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
  - d. No Exclusions for Silica, Asbestos, Lead and / or Lead Based Paint testing.
  - e. Include Mold Coverage for full policy limit of liability.
  - f. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
  - g. All owned and / or 3<sup>rd</sup> party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$5,000,000, if applicable.
7. **Professional Liability Insurance:**  
 Required when contractor's scope of work included professional services including but not limited to Architects, Engineers, Surveyors, Etc. and are employed/contracted by contractor. Professional liability insurance providing occurrence basis coverage for the claims that arise from the negligent acts, errors or omissions, failure to render a service, or the negligent rendering of the service by provider or its Construction Contractors. Minimum limits of liability:
- a. Per Claim Limit: \$2,000,000
  - b. Aggregate Limit: \$2,000,000
  - d. The Definition of "Covered Services" shall include the services required in the scope of this contract.
  - e) Coverage shall be extended to cover "Green Building", if applicable.
  - f) Three (3) year tail coverage extended reporting period or maintain coverage for a period of three years subsequent to the completion of the project or final payment.
8. **Owned, Leased, Rented or Borrowed Equipment:**  
 If/When applicable, to timely project completion contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc.
- a. Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), and in transit.
  - b. Contractor must determine if the Builder's Risk policy, if in place for this project, is adequate to protect the interest of the Contractor.
9. **Indemnification:**  
 To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. Construction Contractor shall indemnify and hold harmless, the County, and their respective members, elected officials, employees, agents and representatives (the "Indemnified Parties") of any of them from and against claims, damages, losses, demands, suits, actions, recoveries, judgments, and costs and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the

negligent acts or omissions of the Construction Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification. In claims against any person or entity indemnified under this paragraph by an employee of the Construction Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation of this subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. These Indemnification provisions shall survive the termination of this Contract.

- a. Deductibles and Self-Insured Retentions must be declared and are subject to approval by the County of Essex.
  - (i). Construction Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Construction Contractor. If Construction Contractor's policy(s) has an SIR exceeding this amount, approval must be received from the County prior to starting work. In the event any policy includes an SIR, the Construction Contractor is responsible for payment within the SIR of their policy(s) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- b). The Policy (s) shall also provide the following:
  - (i) The following shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. ISO Endorsements CG 2010 and CG 2037, or their equivalents; *The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey (The County).*
  - (ii) For any claims related to this project, the Construction Contractor's insurance coverage shall be primary insurance as respects "*The County*". Any coverage maintained by the County shall be excess of the Construction Contractor's insurance and shall not contribute with it. Construction Contractors policy shall waive right of recovery against the County of Essex.
  - (iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the County. The Insurer shall provide the County with notification of any cancellation, non-renewal, major change, modification or reduction in coverage.
  - (iv) Regardless of these contract minimum insurance requirements, the Construction Contractor and its insurer shall agree to commit the Construction Contractor's full policy limits and these minimum requirements shall not restrict the Construction Contractor's liability or coverage limit obligations.
  - (v) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under established statutes and court decisions of the State of New Jersey.

10. The Construction Contractor shall furnish the County of Essex with the Certificates and

Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Certificates and Endorsements will be provided directly to the authorized County entity who signs the Contract/Agreement who will in turn provide copies of the contract and evidence of insurance compliance to the County Risk Manager. Proper Address for Certificates, Endorsements and Notices shall be:

**County of Essex**

**Attn: Risk Management**

**Hall of Records – Room 510**

**465 Dr. Martin Luther King Blvd.**

**Newark, NJ 07102**

11. Upon notification or receipt by the County of Essex of a Notice of Cancellation, major change, modification, or reduction in coverage, the Construction Contractor shall immediately file with the County of Essex a certified copy of the required new or renewal policy and certificates for such policy. Any variation from the above contract requirements shall only be considered by and be subject to approval by the County's Risk Manager and/or County Counsel.
12. Failure to submit this form with proof of insurance of the type described herein may result in rejection of this proposal. In no event shall Work be performed until the required evidence of insurance is provided in accordance with these Contract Documents and is approved by the County or the County may withhold payment to the Construction Contractor for amounts owed to them.
13. The County reserves the right to require Construction Contractor to name other parties as additional insured's as required by the County.
14. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".
15. Waiver of Rights of Subrogation: Construction Contractor shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Construction Contractor, where applicable by law.
16. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Services Provided.
17. If at any time during the life of the Contract or any extension, the Construction Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Construction Contractor shall be withheld until acceptable replacement coverage notice is received by the County of Essex. Any failure to maintain the required insurance shall be sufficient cause for the County of Essex to terminate this Contract. In the event of insurance cancellation, the County of Essex reserves the right to purchase insurance or insure for the above required coverage, at the contractor's full expense.
18. If the Construction Contractor should subcontract all or any portion of the work to be performed in this contract, the Construction Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of this Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Subcontractors insurance shall have the same impact as described above or failure of the County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Contractor's obligation to maintain such insurance.

Sworn to and subscribed  
before me on this \_\_\_\_\_ day

of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
**NOTARIZED AND NOTARY SEAL**

**PRINCIPAL:**

\_\_\_\_\_  
(Respondent's Company Name)

\_\_\_\_\_  
(Authorized Signature on Behalf of Principal)

\_\_\_\_\_  
(Print Name)

**INSURER:**

\_\_\_\_\_  
(Insurer's Company Name)

\_\_\_\_\_  
(Authorized Signature on behalf of Insurer)

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

Name of Business \_\_\_\_\_

**(PART A)**

**Bidder/Respondent must check one of the following boxes (“ONLY ONE BOX”)**

- I certify that the list below contains the names and home addresses of all stockholders, or partners, holding 10% or more of the issued and outstanding stock or interest of the undersigned. Please be advised that if one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation’s stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed. Please attach additional sheets as necessary. **IF THIS BOX IS CHECKED, PLEASE FILL OUT BELOW NAME & ADDRESS**
- I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or other interest of the undersigned. **DO NOT FILL IN BELOW NAMES & ADDRESS IF YOU CHECK HERE**
- I certify that the undersigned is a non-profit organization (501c, etc.).
- I certify that I am a sole proprietor, and that I own 100% of the organization independently.

**(PART B)**

**Bidder/Respondent Must check the box that represents the type of business organization: (“ONLY ONE BOX”)**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Limited Liability Company     |  |

**Stockholders/Partners:**

Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____
Name: _____	Name: _____
Home Address: _____	Home Address: _____
_____	_____

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_\_.

\_\_\_\_\_  
(Bidder/Respondent Authorized Signature)

\_\_\_\_\_  
(Notarized and Notary Seal)

\_\_\_\_\_  
(Print name of authorized signatory)

My Commission expires:

(Corporate Seal)

**MUST COMPLETE, SIGN and NOTARIZED and NOTARY SEAL**

COUNTY OF ESSEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

YES THE UNDERSIGNED BIDDER HERE ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDA (s): MUST ACKNOWLEDGE (CHECK BOX)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received or included with the bid package: MUST ACKNOWLEDGE (CHECK BOX)

Acknowledged for: \_\_\_\_\_  
(Name of Bidder/company)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: Includes any Addenda whether distributed or attached to the bid/RFP package.

**MUST BE COMPLETED, INITIALED and SIGNED**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance within the State of New Jersey, Department of the Treasury, has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). Contractors and vendors are responsible for sending copies of the forms to the County.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the Department of Purchasing after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the County and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

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

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

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

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

**MUST BE SIGNED AND DATED**

**STATEMENT OF  
CERTAIN POLITICAL CONTRIBUTIONS  
MADE AFTER JULY 11, 1986**

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the \_\_\_\_\_ date \_\_\_\_\_ hereof.

If none, write "NONE".

Name	Amount
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	

\_\_\_\_\_  
Proposer:

By: \_\_\_\_\_  
(Signature)

Name of Signatory: \_\_\_\_\_  
(Print or Type)

**COMPLETE AND SIGNED**

**VENDOR'S INFORMATION SHEET**

Please fill in the following information and submit with your proposal:

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

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

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FEDERAL TAX I.D. NUMBER: \_\_\_\_\_

NAME OF PERSON PREPARING BID: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EXT. \_\_\_\_\_

**CONTACT PERSON FOR CORRESPONDANCE REGARDING THE PROPOSAL**

NAME: \_\_\_\_\_

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

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**PROJECT MANAGER/PROJECT COORDINATOR**

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

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

CONTACT PERSON'S NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_

Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of 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.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

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

Full Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

BETWEEN:                   The County of Essex  
                                  Hall of Records  
                                  465 Dr. Martin Luther King, Jr. Blvd.  
                                  Newark, NJ 07102

AND

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address – not a post office box

\_\_\_\_\_  
Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.
2. The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the County of Essex may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ \_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST COMPLETE AND SIGN**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

ss:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)

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

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

Subscribed and sworn to

before me this day \_\_\_\_\_ of

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Notarized and Notary Seal)

My Commission expires \_\_\_\_\_

**MUST BE SIGNED and NOTARIZED and NOTARY SEAL**

(REVISED 5/14)

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter.

If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter,

the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter. (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the

construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Pursuant N.J.S.A. 10:2-1, the Bidder is notified of the following:

- 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.

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

The contractor and the COUNTY OF ESSEX, (hereafter "County") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101), 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 County 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 County in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the County, 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 County's grievance procedure, the contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County, or if the County 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 County 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 County or any of its agents, servants, and employees, the County shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County 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 County pursuant to this paragraph.

It is further agreed and understood that the County 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 County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**READ ONLY**

## PREVAILING WAGE COMPLIANCE DECLARATION

THE CONTRACTOR HEREBY AGREES TO COMPLY IN ALL RESPECTS WITH THE NEW JERSEY PREVAILING WAGE ACT, CHAPTER 150, P.L. 1963 AS AMENDED. A COPY OF THE PREVAILING WAGE RATES PERTAINING TO THE WORK AND ISSUED BY THE NEW JERSEY DEPARTMENT OF LABOR AND INDUSTRY ENTITLED, "PREVAILING WAGE RATE DETERMINATION," IS ON FILE IN THE ENGINEER'S OFFICE OR IS INCLUDED HEREIN OR MAY BE OBTAINED FROM THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT. WORKERS SHALL BE PAID NOT LESS THAN THE PREVAILING WAGE RATE. IN THE EVENT IT IS FOUND THAT ANY WORKER EMPLOYED BY THE CONTRACTOR OR ANY SUBCONTRACTOR COVERED BY THE CONTRACT HEREIN HAS BEEN PAID A RATE OF WAGES LESS THAN THE PREVAILING RATE REQUIRED TO BE PAID BY SUCH CONTRACT, THE COUNTY MAY TERMINATE THE CONTRACTOR'S OR SUBCONTRACTOR'S RIGHT TO PROCEED WITH THE WORK OR SUCH PART OF THE WORK AS TO WHICH THERE HAS BEEN A FAILURE TO PAY REQUIRED WAGES AND TO PROSECUTE THE WORK TO COMPLETION OR OTHERWISE. THE CONTRACTOR AND HIS SURETIES SHALL BE LIABLE TO THE COUNTY FOR ANY EXCESS COSTS OCCASIONED THEREBY. THE SCHEDULE FOR PREVAILING WAGES FOR ESSEX COUNTY CAN BE FOUND ONLINE AT:

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determinations.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html)

BEFORE FINAL PAYMENT IS MADE BY OR ON BEHALF OF THE COUNTY OF ANY SUM OR SUMS DUE TO THE WORK, THE CONTRACTOR OR SUBCONTRACTOR SHALL FILE WITH THE COUNTY, WRITTEN STATEMENTS IN FORM SATISFACTORY TO THE COMMISSIONER OF LABOR AND INDUSTRY CERTIFYING TO THE AMOUNTS THEN DUE AND OWING FROM SUCH CONTRACTOR OR SUBCONTRACTOR FILING SUCH STATEMENT TO ANY AND ALL WORKMEN FOR WAGES DUE ON ACCOUNT OF THE WORK, SETTING FORTH THEREIN THE NAMES OF THE PERSONS WHOSE WAGES ARE UNPAID AND THE AMOUNT DUE TO EACH RESPECTIVELY WHICH STATEMENT SHALL BE CERTIFIED BY THE OATH OF THE CONTRACTOR OR SUBCONTRACTOR AS THE CASE MAY BE IN ACCORDANCE WITH THE SAID NEW JERSEY PREVAILING WAGE ACT.

THE PREVAILING WAGE RATE SHALL BE DETERMINED BY THE COMMISSIONER OF LABOR AND INDUSTRY OR HIS DULY AUTHORIZED DEPUTY OR REPRESENTATIVE.

THE UNDERSIGNED IS AN (INDIVIDUAL) (PARTNERSHIP) (CORPORATION) UNDER THE LAWS OF THE STATE OF

\_\_\_\_\_ HAVING PRINCIPAL OFFICES AT \_\_\_\_\_

BIDDER: \_\_\_\_\_

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

NAME: \_\_\_\_\_

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

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

**MUST SIGNED AND DATED**



FORM  
AA-201  
REV. 5/95

State of New Jersey  
**INITIAL PROJECT WORKFORCE REPORT-CONSTRUCTION**

Official Use Only

Assignment \_\_\_\_\_

**READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING THIS FORM.  
TYPE OR PRINT IN SHARP BALL-POINT PEN.**

Code \_\_\_\_\_

DISTRIBUTION: Affirmative Action Office, Affirmative Action Office DP, Public Agency, Contractor

① Name and address of Prime Contractor

(NAME)  
(STREET ADDRESS)  
(CITY) (STATE) (ZIP CODE)

② MBE  WBE

③ Name and Address of Public Agency Awarding Contract

Date of Contract Award

Contract No.

Dollar Amount of Contract

④ Name and Location of Project

County \_\_\_\_\_

⑤ Trade or Craft	Total Number Employees			Total Minority and Female Employees			Projected Phase-In Date	Projected Completion Date
	J	AP	Female	J	AP	Female		
01 Asbestos Worker								
02 Bricklayer or Mason								
03 Carpenter								
04 Electrician								
05 Glazier								
06 HVAC Mechanic								
07 Ironworker								
08 Operating Engineer								
09 Painter								
10 Plumber								
11 Roofer								
12 Sheet Metal Worker								
13 Sprinkler Fitter								
14 Steamfitter								
15 Surveyor								
16 Tiler								
17 Truck Driver								
18 Laborer								
19 Other								
20 Other								
21 Other								
22 Other								

⑥ Completed By (AA Officer) *Print or Type*

(NAME)

(SIGNATURE)

(TITLE)

(AREA CODE)

(TELEPHONE NO.)

(EXT.)

(DATE)

**PUBLIC AGENCY**







PLAN AND EQUIPMENT QUESTIONNAIRE (CONTINUED)

9. Have you made contracts or received firm offers for all materials within prices used in preparing your Proposal? Do not give name of dealers or manufacturers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned hereby declares that the answers to the foregoing questions and all statements herein contained are true and correct.

The equipment listed on Item 7 herein is owned by \_\_\_\_\_ and are available for and intended to be used on the project. If \_\_\_\_\_ is awarded the contract the additional items of equipment stated in Item 8 shall be purchased or leased for the project and certificates shall be furnished to the County of leased equipment to the effect that in case of default of contract, the COUNTY OF ESSEX has the right to take over the leased equipment for its use in completing the work.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he is the \_\_\_\_\_  
of \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission expires \_\_\_\_\_

**MUST BE SIGNED AND NOTARIZED WITH NOTARY SEAL**



2. Previous work of a similar nature completed within the past five years  
(list two or three):

A. County: \_\_\_\_\_

Phone No. \_\_\_\_\_

Business Address of County:  
\_\_\_\_\_

Type of Work:  
\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Approx. Date of Award of Contract \_\_\_\_\_

Completion \_\_\_\_\_

Name, Address and Telephone No. of County's Engineer or Superintendent  
\_\_\_\_\_  
\_\_\_\_\_

B. County: \_\_\_\_\_

Phone No. \_\_\_\_\_

Business Address of County:  
\_\_\_\_\_

Type of Work:  
\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Approx. Date of Award of Contract \_\_\_\_\_

Completion \_\_\_\_\_

Name, Address and Telephone No. of County's Engineer or Superintendent  
\_\_\_\_\_  
\_\_\_\_\_

C. County: \_\_\_\_\_

Phone No. \_\_\_\_\_

Business Address of County:

\_\_\_\_\_

Type of Work:

\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Approx. Date of Award of Contract \_\_\_\_\_

Completion \_\_\_\_\_

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

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

3. Total approximate volume of work of a similar nature completed within the past five years: \$ \_\_\_\_\_

4. General Business references (list two or three):

Name	Occupation	Business Address	Telephone No.
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____

5. Bank References:

Name	Address	Telephone No.
A.	_____	_____
B.	_____	_____
C.	_____	_____

6. Number of permanently employed persons in your organization \_\_\_\_\_

7. Number of additional employees contemplated for this work \_\_\_\_\_

**STATEMENT OF FINANCIAL RESPONSIBILITY – CONTINUED**

8. Set forth all and any outstanding judgments, if any, and attached the caption of the case, amount of judgment, and attorneys for the respective parties in the particular case. If none, state none.

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Date: \_\_\_\_\_

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to

Before me this day \_\_\_\_\_

Of \_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**SIGNED and NOTARIZED and NOTARY SEAL**

**SUB CONTRACTOR IDENTIFICATION**  
**CONCERNING PUBLIC WORKS CONTRACTS PER N.J.S.A. 40A:11-16**

**NOTICE TO BIDDERS**

Per NJ Local Public Contracts Law (N.J.S.A. 40A:11-16), pertaining to the construction or repair of a public building, Bidders shall provide the name or names of all subcontracting entities to whom the bidder will subcontract any portion of the specified project that falls under the following work: plumbing, HVAC, electrical work, and ornamental iron work/structural steel and their required forms once the project awarded.

Each subcontractor listed must be registered with the NJ Department of Labor pursuant to the Public Work Contractors Registration Act at the time of the bid opening, and photocopies of applicable licenses must be included with the bid.

**Note:** Bidder's can save time by submitting the Subcontractor's Forms with the Bid.

**Note:** Sub Contractors Shall Not Perform More Than Fifty Percent (50%) of The Contracted Work

**Note:** If the contract does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided. **DO NOT LEAVE ANY SPACE BLANK**

**PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY**

**1. Plumbing and Gas Fitting and Kindred Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

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

License number: \_\_\_\_\_

**2. Steam Power Plants, Steam, Hot Water Heating and Ventilating Apparatus and Kindred Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

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

License number:   N/A  

**3. Electrical Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

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

License number: \_\_\_\_\_

**4. Structural Steel and Ornamental Iron Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

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

License number:   N/A  

( \* ) Amount **ONLY** needs to be written in if multiple subcontractors are needed per trade.

BIDDERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SIGN AND DATE**





**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the COUNTY OF ESSEX in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, **WHEREAS**, the Principal has submitted to the COUNTY OF ESSEX a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the supplying and furnishing of \_\_\_\_\_.

**NOW, THEREFORE,**

(a) If said Bid shall be rejected, or, in the alternate

(b) If said Bid shall be accepted and the principal shall execute and deliver a contract properly completed in accordance with said Bid and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

THEN, this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their **CORPORATE SEALS** to be hereto AFFIXED and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Attorney-in-Fact

**(Corporate Seal)**

**THIS FORM IS RECOMMENDED TO BE USED**

**CONSENT OF SURETY FORM**

STATE OF NEW JERSEY        )  
  ) SS:  
COUNTY OF                    )

IT IS HEREBY UNDERSTOOD AND AGREED that the

\_\_\_\_\_

duly authorized to transact business in the State of New Jersey, will become Surety on the bond  
of \_\_\_\_\_

\_\_\_\_\_

to the COUNTY OF ESSEX for the supplying and furnishing of  
\_\_\_\_\_  
\_\_\_\_\_

provided they are the successful bidder and are awarded the contract and make application to us for the required  
Performance and Payment Bonds.

SIGNED, SEALED AND DELIVERED AT \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CORPORATE SEAL**

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-fact

ATTEST:

\_\_\_\_\_  
As to Surety

**MUST BE COMPLETED and CORPORATE SEAL**

**BONDS OF CONTRACTORS ON PUBLIC WORKS AND IMPROVEMENTS**  
**(P.L. 1995, C. 384, 2A:44-143)**

When public buildings or other public works or improvements are about to be constructed, erected, altered or repaired under contract, at the expense of the contracting unit, as defined in section 2 of P.L. 1971, c. 198 (N.J.S.A. 40A:11-2), the board, officer or agent contracting on behalf of the contracting unit shall require the payment and performance bond, as provided for by law, with an obligation for the payment by the contractor, and by all subcontractors, for all labor performed or materials, provisions, provender or other supplies, teams, fuels, oils, implements or machinery used or consumed in, upon, for or about the construction erection, alteration or repair of such buildings, works or improvements and shall require that all payment and performance bonds be issued by a surety which meets the following standards:

(a) The surety shall have a minimum surplus and capital stock or net ash assets required by R.S. 17:17-6 or R.S. 17:17-7, whichever is appropriate, at the time the invitation to bid is issued; and

(b) With respect to all payment and performance bonds in the amount of \$850,000 or more. (i) if the amount of the bond is at least \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Treasury Circular 570, except that if the surety has been operational for a period in excess of five years, the surety shall be deemed to meet the requirements of this subparagraph if it is rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Insurance by regulation adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c. 410 (C. 52:15B-1 et. seq.), and (ii) if the amount of the bond is more than \$3.5 million, then the surety shall hold a current certificate of authority issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570 and, if the surety has been operational for a period in excess of five years, shall be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Insurance by regulation adopted pursuant to the "Administrative Procedure Act." P.L. 1968 C. 52:15B-1 et. seq.). A surety subject to the provisions of subparagraph (ii) of this subparagraph which does not hold a certificate of authority issued by the United States Secretary of the Treasury shall be exempt from the requirement to hold such a certificate if the surety meets an equivalent set of standards developed by the Commissioner of Insurance through regulation which at least equal, and may exceed, the general criteria required for issuance of a certificate of authority by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. A surety company seeking such an exemption shall, not later than the 180th day following the effective date of P.L. 1995, c. 384, 2A:44-143 et. al., certify to the appropriate contracting unit that it meets or exceeds that equivalent set of standards set forth by the Commissioner as promulgated.

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_ surety(ies) on the attached bond, hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
  
2. The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20\_\_\_\_\_ (most recent calendar year for which capital and supplies amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts): \_\_\_\_\_
  
3. (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):  
  
\_\_\_\_\_
  
- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):  
  
\_\_\_\_\_
  
4. The amount of the bond to which this statement and certification is attached is  
\$ \_\_\_\_\_

**FILL IN THE BLANKS**

5. If, by virtue of one and more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

a. The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

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(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance established under P.L. 1993, c. 243 (N.J.S.A. 17:51B-1 et. seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATION**

(to be completed by an authorized agent for each surety on the bond)

I, \_\_\_\_\_ (name of agent), \_\_\_\_\_ as (title of agent) for \_\_\_\_\_ (name of surety), a corporation/mutual insurance company/other (indicate type of business organization) (circle one) domiciled in \_\_\_\_\_ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

\_\_\_\_\_  
signature of certifying agent

\_\_\_\_\_  
printed name of certifying agent

\_\_\_\_\_  
title of certifying agent

**NOTE: Bid Bonds that contain the following language: "shall pay the Obligee the difference..." are unacceptable, the law is 10% of the bid amount not to exceed \$20,000.00.**

**FILL IN THE BLANKS**

**RECOMMENDED FORM**

**PERFORMANCE, AND LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ As Principal, and the  
\_\_\_\_\_ SURETY COMPANY a corporation organized and  
existing under the laws of the State of NEW JERSEY and duly authorized to do business in the State of New Jersey, as Surety, are held  
and firmly bound unto COUNTY OF ESSEX as obligee in the penal sum of  
\_\_\_\_\_ for payment of which, well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did enter into a contract with COUNTY  
OF ESSEX For Contract No. \_\_\_\_\_ which contract is made part of this bond the same  
as though set forth herein.

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by IT to be done and performed  
according to the terms of the said contract, and shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or  
corporations for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils implements, or machinery  
furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this  
undertaking shall be for the benefit of any subcontractor, material man, laborer, person, firm, or corporation having a just claim, as well as  
for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly  
understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this  
obligation as herein stated;

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to  
the plans or specifications therefore, shall in any way affect the obligation of said Surety on its bond. This bond is given in compliance  
with the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of the  
State of New Jersey, N.J.S.A. 2A:44-143 to 2A:44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED, AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Corporate Seal

\_\_\_\_\_  
ATTEST

By: \_\_\_\_\_  
Notarized and Notary Seal

(to be accompanied by the usual proof of authority of officers of Surety to Company to execute same)

**BID PROPOSAL PRICING PAGE P-1**

For the purpose of: **CONTRACT NO. 16-248**  
**BUILDINGS DEMOLITION AT SOUTH 11<sup>TH</sup>. STREET – PHASE 2**

In the **COUNTY OF ESSEX**

To the Governing Body of **COUNTY OF ESSEX.**

The Undersigned hereby declares that he has carefully examined the Advertisement, Standard Specifications, Supplementary Specifications, Plans and Form of Contract and Bond for the Project named above; that he carefully examined the site of the Project; and that he will carry out and complete said project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices sheet following.

It is understood that the TOTAL PRICE stated by the undersigned is based on the estimated quantities and will control in the awarding of the Contract. It is further understood that the quantities stated in this Bid Pricing Worksheet sheets 53 and 54, for the various items are estimated only and may be increased or decreased as provided in the Specifications.

**Bidders shall submit a price for each and every bid item shown on the following Bid Pricing Worksheet. Failure to do so shall be cause for automatic disqualification of the Bid.**

The undersigned proposes to furnish and deliver the above project pursuant to the bid specification in the following total amount (base bid and allowances from the following proposal pages/worksheets):

\$ \_\_\_\_\_

Total Amount in numbers

\_\_\_\_\_

Total Amount written

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

\_\_\_\_\_

City

\_\_\_\_\_

State

\_\_\_\_\_

Zip Code

\_\_\_\_\_

Signature of Authorized Agent

\_\_\_\_\_

Date

\_\_\_\_\_

Type or Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Telephone Number

\_\_\_\_\_

Fax Number

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_  
**Corporate Seal**

**MUST BE COMPLETED AND CORPORATE SEAL**

**ESSEX COUNTY BID PROPOSAL  
BUILDINGS DEMOLITION AT SOUTH 11<sup>TH</sup>  
STREET-PHASE 2  
CITY OF NEWARK - ESSEX COUNTY**

**BID #16-248**

To: Purchasing Director, Room 325, Hall of Records, County of Essex, New Jersey

The undersigned proposes to furnish all labor, equipment and material required to comply in every detail indicated and/or outlined in the specifications herein for the Buildings Demolition at South-11th. Street-Phase 2 and all related site work.

ITEM No.	ITEM	PAY UNIT	QUANTIT Y	UNIT PRICE		AMOUNT	
				Dollars	Cents	Dollars	Cents
1	Demolition of existing house at 59-61 South-11th Street	Lump Sum	1	XXXX	xx		
2	Demolition of existing house at 53 South-11th Street	Lump Sum	1	XXXX	xx		
3	Asbestos Abatement for 59-61 South-11th Street	Lump Sum	1	XXXX	xx		
4	Asbestos Abatement for 53 South-11th Street	Lump Sum	1	XXXX	xx		
5	Unsuitable Material Allowance	Lump Sum	1	XXXX	xx	\$	10,000 00
6	Laboratory Testing/Material Testing Allowance	Lump Sum	1	XXXX	xx	\$	5,000 00
<b>TOTAL BID: (BASE BID PLUS ALLOWANCES)</b>							

SIGNATURE \_\_\_\_\_

NAME AND TITLE \_\_\_\_\_

**TECHNICAL SPECIFICATIONS  
FOR  
BUILDINGS DEMOLITION AT  
SOUTH 11<sup>th</sup> STREET  
PHASE 2  
CITY OF NEWARK – ESSEX COUNTY**

## SECTION 024116 - STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition and removal of buildings.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing existing site utilities.
4. Permits/Approvals.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of building demolition with starting and ending dates for each activity.
- C. Inventory of items to be removed and salvaged.
- D. Pre-demolition photographs.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

#### 1.3 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- D. Pre-demolition Conference: Conduct conference at Project site.

#### 1.4 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.

1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: asbestos containing materials (ACM's) are present within the buildings (see Appendix 1 for each property's report). Contractor shall properly abate these materials in accordance with current local, county, and state requirements. A Pay Item has been included in the proposal for the contractor to provide a cost for asbestos abatement.
- E. On-site storage or sale of removed items or materials is not permitted.
- 1.5 PERMITS/APPROVALS:
- A. Contractor shall obtain all necessary permits with the City of Newark and shall notify and obtain permission for disconnecting of utilities prior to demolition commencing.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. Satisfactory Soils: Comply with Earthwork section for backfill requirements.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Inventory and record the condition of items to be removed and salvaged.

### 3.2 PREPARATION

- A. Refrigerant: Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.

- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
  - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  - 2. Arrange to shut off indicated utilities with utility companies.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 4. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
  - 5. Do not start demolition work until utility disconnecting and sealing have been completed.
- C. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

### 3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
  - 1. Protect adjacent buildings and facilities from damage due to demolition activities.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
  - 3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  - 4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.4 DEMOLITION

- A. General: Demolish indicated buildings completely, including mechanical, plumbing, IT/electrical systems. Use methods required to complete the Work within limitations of governing regulations.

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain adequate ventilation when using cutting torches.
  3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- C. Explosives: Use of explosives is not permitted.
- D. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- E. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- F. Demolish foundation walls and other below-grade construction.
1. Remove below-grade construction, including basements, foundation walls, footings, and sub base courses in its entirety.
- G. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Appendix B: Specifications For Site Clearing/Demolition and Phase One Soil Erosion Control.
- H. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.
- I. Promptly repair damage to adjacent buildings caused by demolition operations.
- 3.5 CLEANING
- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Comply with Owner and local requirements for recycling procedures of demolition waste material.
  - B. Do not burn demolished materials.

- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

END OF SECTION

## SECTION 310000 – EARTHWORK AND SITE CLEARING

### PART 1 GENERAL

#### 1.1 DEFINITIONS

A. The work of this section includes the following.

1. Backfill of site from building demolition.

#### 1.2 SUBMITTALS

A. Samples: Submit samples as follows. Take the samples in the presence of the Engineer, and complete a Granular Material Sample Information Form for each sample.

1. Select Granular Material: 10 lb.
2. Selected Fill: 10 lb.

#### 1.3 PROJECT CONDITIONS

A. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants indicated to remain within the grading limit line with temporary steel fencing or solidly constructed wood barricades as required. Protect root systems from smothering.

B. Cold Weather Requirements:

1. Do not backfill when freezing temperatures are predicted.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

A. Suitable Fill Material: Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size shall not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat shall be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

### PART 3 EXECUTION

#### 3.1 CLEARING AND GRUBBING

- A. Clear and grub the site of trees, shrubs, brush, other prominent vegetation, debris, and obstructions except for those items indicated to remain. Completely remove stumps and roots protruding through the ground surface.
- B. Fill depressions caused by the clearing and grubbing operations in accordance with the requirements for filling and backfilling.

### 3.2 DEWATERING

- A. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.

### 3.3 PLACING FILL AND BACKFILL

- A. Surface Preparation of Fill Areas: Strip topsoil, remaining vegetation, and other deleterious materials prior to placement of fill. Break up or scarify old pavements to a maximum of 2 square feet.
- B. Excavations: Backfill as promptly as practicable, but only after approval by the engineer. Do not backfill with excavated material unless it meets the requirements of this Section.
- C. Place backfill and fill materials in layers not more than 8 inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.

### 3.4 COMPACTION

- A. Compact each layer of fill and backfill to 95% of maximum density and at a moisture content suitable to obtain the required densities, but at not less than 3 percent drier or more than 2 percent wetter than the optimum content as determined by ASTM D 698.

### 3.5 GRADING

- A. Rough Grading: Trim and grade area to a level with surrounding grades. Provide smooth uniform transition to adjacent areas.

B.

### 3.6 RESTORATION

- A. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the Work to match the appearance and performance of existing corresponding surfaces as closely as practicable.
- B. Topsoil and seed or sod damaged lawn areas outside of the project area as directed. Water as required until physical completion of the Work.

### 3.7 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

- A. Remove from the project site and dispose of excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements.
- B. Transport excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements, to spoil areas away from the project site.

### 3.8 FIELD QUALITY CONTROL

- A. Compaction Testing: Compaction testing will be performed by an independent lab retained by the contractor to ascertain the compacted density of the fill and backfill materials. Compaction testing will be performed on certain layers of the fill and backfill as determined by project Geotechnical Engineer. If a compacted layer fails to meet the specified percentage of maximum density, the layer shall be recompact and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved.

### 3.9 PROTECTION

- A. Protect areas from traffic and erosion, and keep them free of trash and debris.

END OF SECTION

**Map References**

- 1) MAPS ENTITLED NEW JERSEY STATE HIGHWAY DEPARTMENT "GENERAL PROPERTY PARCEL MAP" ROUTE 260(1953), SECTION 6, 7 & 8, TOWNSHIP 10 NORTH, RANGE 10 WEST, COUNTY OF ORANGE, NEW JERSEY. THE LOTS AND PARCELS TO BE ACQUIRED IN THE CITIES OF ORANGE, EAST ORANGE AND NEWARK, ESSEX COUNTY, NEW JERSEY, PREPARED BY PARSONS, BRINCKERHOFF, OGDEN & DOUGLAS DATED JUNE 1981, NEW 11/05/1970 SHEETS 11 & 12 OF 16.
- 2) MAPS ENTITLED NEW JERSEY STATE HIGHWAY DEPARTMENT "GENERAL PLANS" ROUTE 260(1953), SECTION 6L & 7E, TOWNSHIP 10 NORTH, RANGE 10 WEST, COUNTY OF ORANGE, NEW JERSEY. THE LOTS AND PARCELS TO BE ACQUIRED IN THE CITIES OF ORANGE, EAST ORANGE AND NEWARK, ESSEX COUNTY, NEW JERSEY, SHEETS 19, 20 & 21 OF 17.
- 3) CITY OF NEWARK TAX MAP SHEET NO.32
- 4) MAP ENTITLED, "MAP OF PROGRESS" SOUTH 11TH ST., 9TH AVE., COULD AVE. & WEST MARKET ST. CITY OF NEWARK, ESSEX COUNTY, NEW JERSEY. PREPARED BY CHICAGO TITLE INSURANCE COMPANY DATED 3/11/1997 SURVEY NO.60077-A
- 5) MAP ENTITLED, "LOCATION SURVEY MAP OF UNITED CAMPUS, A CONDOMINIUM ESSEX COUNTY VOCATIONAL TECHNICAL SCHOOLS 498-544 WEST MARKET ST. ESSEX COUNTY, CITY OF NEWARK, NEW JERSEY. PREPARED BY IRICHIAN, LUPO & ASSOCIATES, INC DATED 1/22/2015
6. CITY OF NEWARK MONUMENT MAPS

**Survey Subject To:**

1. Rights or Claims in possession of land not shown by public record.
2. Easements or Claims not shown by public record.
3. Subsurface conditions and/or encroachments not disclosed by end and instrument of public record.

**TOxic WASTE NOTE:**  
 A professional is not qualified to determine the existence or non-existence of Toxic Waste. Therefore it should not be assumed or construed that any statement is being made to the fact that no evidence of Toxic Waste is portrayed hereon. It is in the best interest of the client to pursue this matter as a separate concern apart from this survey.

**Title Commitment:**  
 This survey does not constitute a title search by the surveyor. All information regarding record encumbrances, easements, and other facts which may be necessary for the title commitment hereon was obtained from Title Commitment Number 15101-0537171 prepared by CHICAGO TITLE INSURANCE COMPANY DATED MAY 26, 2015

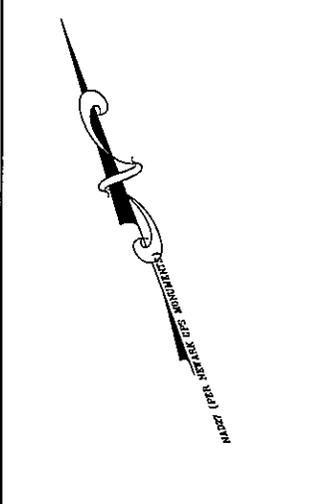
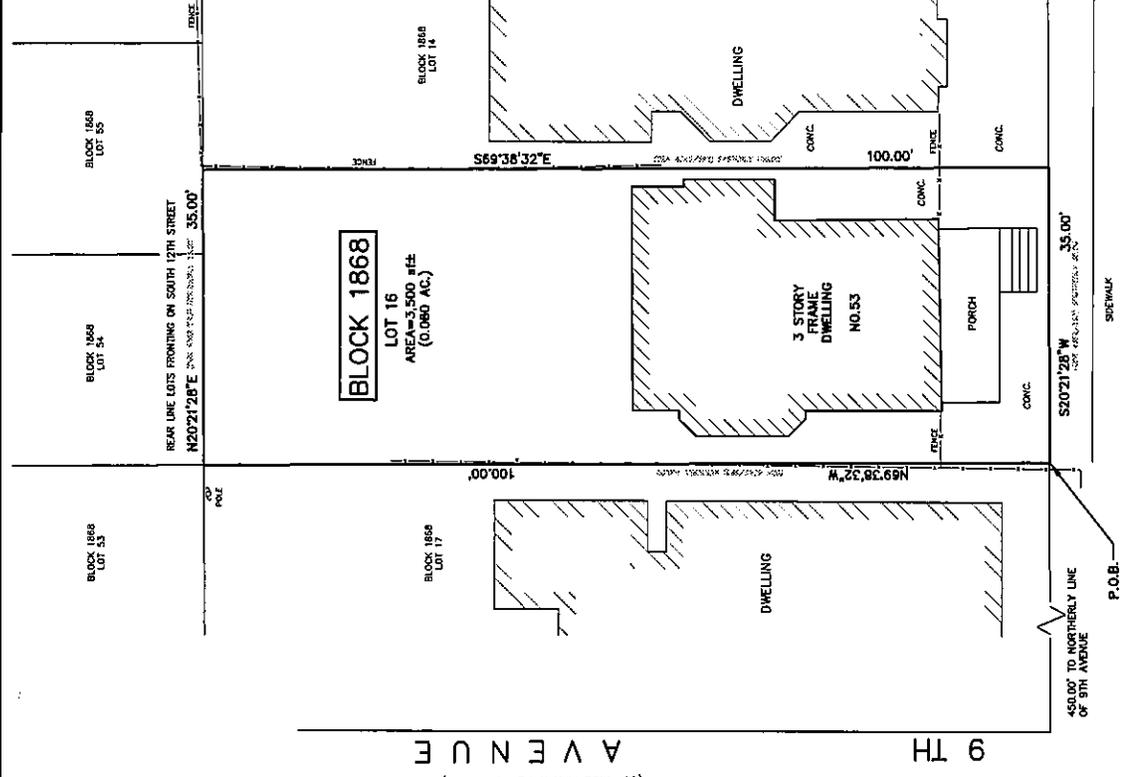
**General Notes:**  
 Except as specifically stated or shown hereon, this Survey does not purport to reflect any of the following which may be applicable to the subject premises: easements, other than those shown hereon; encroachments; restrictive covenants; zoning or other local-use regulations; and any other facts which an accurate and current title search may disclose.

Except as specifically shown or stated hereon, No attempt has been made as part of this Survey to determine the location, depth, or quantity of any utility (public or private) facilities, including these utilities or facilities, please contact the appropriate agencies.

Surveyor has made no investigation or independent search for encumbrances, easements, restrictive covenants, or other facts which an accurate and current title search may disclose.

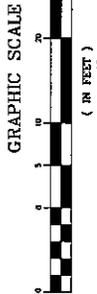
**DRAWING DISCLAIMER:**  
 This Drawing and all information contained hereon is authorized for use only by the party for whom the work was contracted or to whom it is certified. It is certified to. This Drawing may not be copied, retransmitted, distributed, or relied upon without the express written consent of C.C.Stewart, Assoc. If this Drawing does not contain a related impression seal of the undersigned professional, it is not an authorized document and may have been altered.

**UTILITY NOTE:**  
 The location of existing underground utilities as shown hereon are based on above ground structures, record maps, and other information available to the surveyor. The location of any buried utility/structures/structures may vary from location shown hereon. Additional utility/structures/structures may be located. No excavations were made during the progress of this survey to locate buried utilities/structures. Before excavations are begun, the following offices should be contacted for verification of utility type and for field locations: Gas, Telephone, Electric, Water, Sewer, Cable TV, Etc.



**SURVEY CERTIFIED TO:**  
 ESSEX COUNTY IMPROVEMENT AUTHORITY (E.C.I.A.)  
 COUNTY OF ESSEX  
 CHICAGO TITLE INSURANCE COMPANY  
 PRESTIGE TITLE AGENCY, INC.  
 CHIESA SHAHINIAN & GIANTOMASI, PC

THE WORD CERTIFIED AS USED HEREON IS UNDERSTOOD TO BE AN AFFIRMATION OF THE SURVEYOR'S BELIEF THAT THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING AND MAPPING ACT, AS APPLICABLE TO THIS STATE. THE SURVEYOR'S BELIEF IS BASED ON THE INFORMATION PROVIDED TO HIM BY THE CLIENT AND HIS OWN FIELD AND OFFICE WORK. THE SURVEYOR IS NOT A GUARANTOR OF THE ACCURACY OF THE INFORMATION PROVIDED TO HIM BY THE CLIENT. THE SURVEYOR'S BELIEF IS BASED ON THE INFORMATION PROVIDED TO HIM BY THE CLIENT AND HIS OWN FIELD AND OFFICE WORK. THE SURVEYOR IS NOT A GUARANTOR OF THE ACCURACY OF THE INFORMATION PROVIDED TO HIM BY THE CLIENT.



**SURVEY OF PROPERTY**  
**BLOCK 1868 ~ LOT 16**  
**NO.53 SOUTH 11TH STREET**  
**CITY OF NEWARK ESSEX COUNTY NEW JERSEY**

**C.C. Stewart**  
 associates, inc.  
 Engineers, Surveyors, Planners  
 Falls Professional Building  
 320 Runyemede Road  
 Newark, N.J. 07102  
 Phone (973) 774-0100 Fax (973) 236-5061  
 Certificate of Authorization #12A23727300

Scale: 1"=10'  
 Drawn By: CSO  
 Check By: EFB  
 Prep. No.: 15-0022-A  
 N.J. Lic. No.: 15084  
 C.C. Stewart, Engineer & Land Surveyor  
 GARY S. OSBORNE, Land Surveyor  
 N.J. Lic. No. 37952

Date: 12/15/15  
 Sheet: 1 of 1

NO.	DATE	DESCRIPTION	BY

**Map References**

- 1) MAPS ENTITLED NEW JERSEY STATE HIGHWAY DEPARTMENT "GENERAL PROPERTY PARCEL MAP" ROUTE 286(1953) SECTION 8 "WILE AVENUE SHOWING EXISTING RIGHT OF WAY AND PARCELS TO BE ACQUIRED IN THE CITIES OF ORANGE, EAST ORANGE AND NEWARK ESSEX COUNTY, NEW JERSEY PREPARED BY PARSONS, BRINCKERHOFF, GUARD & DOUDLAS DATED JUNE 1991, REV 11/05/1970 SHEETS 11 & 12 OF 18
- 2) MAPS ENTITLED NEW JERSEY STATE HIGHWAY DEPARTMENT "GENERAL PLANS" ROUTE 286(1953) SECTION 8L & 7E SOUTH 11TH ST, 9TH AVE, COULD AVE. & WEST MARKET ST. CITY OF NEWARK, ESSEX COUNTY, NEW JERSEY PREPARED BY PARSONS, BRINCKERHOFF, GUARD & DOUDLAS FOR M&A ASSURANCE COMPANY DATED 3/11/1997 SURVEY NO.60077-A
- 3) CITY OF NEWARK TAX MAP SHEET NO.32
- 4) MAP ENTITLED "MAP OF PROPERTY" SOUTH 11TH ST, 9TH AVE, COULD AVE. & WEST MARKET ST. CITY OF NEWARK, ESSEX COUNTY, NEW JERSEY PREPARED BY PARSONS, BRINCKERHOFF, GUARD & DOUDLAS FOR M&A ASSURANCE COMPANY DATED 3/11/1997 SURVEY NO.60077-A
- 5) MAP ENTITLED "LOCATION SURVEY MAP OF" UNITED CAMPUS, A CONDOMINIUM ESSEX COUNTY VOCATIONAL TECHNICAL SCHOOLS 408-544 WEST MARKET ST. ESSEX COUNTY, CITY OF NEWARK, NEW JERSEY PREPARED BY RICHLAN, LUPO & ASSOCIATES, INC DATED 1/22/2015
6. CITY OF NEWARK MONUMENT MAPS

**Survey Subject To:**

1. Rights or Claims of parties in possession of land not shown by public record.
2. Easements or Claims of easements not shown by public record.
3. Subsurface conditions and/or encroachments not disclosed by and instrument of public record.

**TOxic WASTE NOTE:**  
This professional is not qualified to determine the existence or non-existence of Toxic Wastes. Therefore it should not be assumed or continued that any statement is being made to the fact that no evidence of Toxic Waste is portrayed herein. It is in the best interest of the client to pursue this matter as a separate concern apart from this survey.

**Title Commitment:**  
This survey does not constitute a title search by the surveyor. All information regarding record easements of record, encumbrances, restrictive covenants, other than those shown herein was obtained from the Commitment Number 1510-051713 County of title to tract shown herein was obtained from CHICAGO TITLE INSURANCE COMPANY Dated UNKNOWN

**General Notes:**

Except as specifically stated or shown herein, this Survey does not purport to reflect any of the following which may be applicable to the subject premises, easements, other than those shown herein: (1) utility easements, (2) utility or neighborhood/public service facilities for information regarding these utilities or facilities, please contact the appropriate agencies. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, other than those shown herein and current title search may disclose.

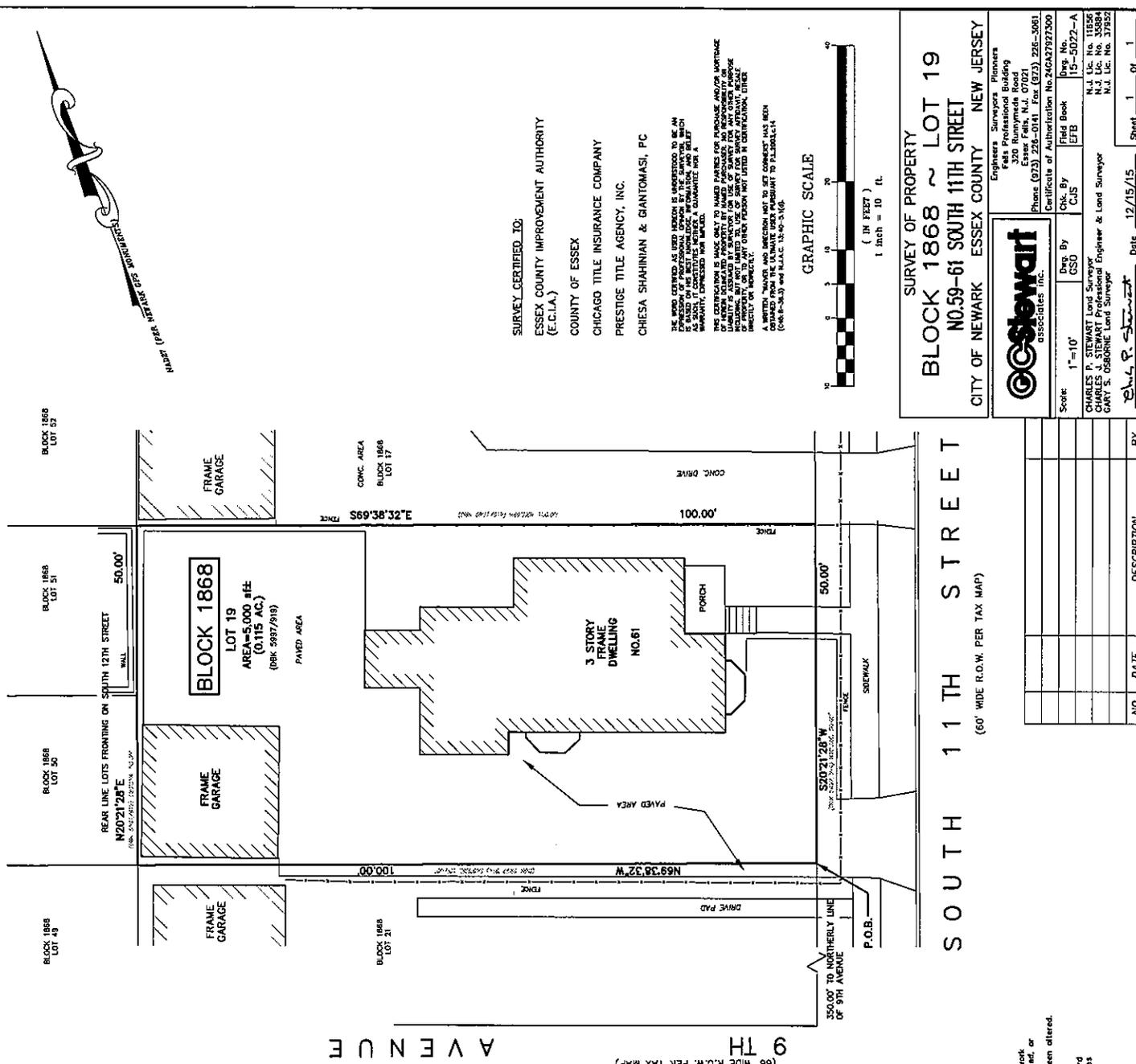
Except as specifically shown or stated herein, No attempt has been made as part of this survey to determine the location, depth, capacity or location of any utility or neighborhood/public service facilities for information regarding these utilities or facilities, please contact the appropriate agencies.

**DRAWING DISCLAIMER:**

This drawing and all information contained herein is authorized for use only by the party for whom the work was contracted or to whom it is certified to. This Drawing may not be copied, reused, disclosed, distributed, or relied upon without the express written consent of C.C.Stewart, Assoc. If this Drawing does not contain a raised impression seal of the undersigned professional, it is not an authorized document and may have been altered.

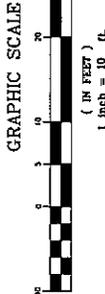
**UTILITY NOTE:**

The location of existing underground utilities as shown herein are based on above ground structures, record maps and on location shown herein. Additional utility lines buried within structures may be encountered. No excavations are begun, the following offices should be contacted for verification of utility type and for field locations: Gas, Telephone, Electric, Water, Sewer, Cable TV, Etc.



SURVEY CERTIFIED TO:  
ESSEX COUNTY IMPROVEMENT AUTHORITY  
(E.C.I.A.)  
COUNTY OF ESSEX  
CHICAGO TITLE INSURANCE COMPANY  
PRESTIGE TITLE AGENCY, INC.  
CHESA SHAHINIEN & GIANTOMASI, PC

THE WORD CONTAINED AS USED HEREON IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, WHICH IS BASED ON THE INFORMATION FURNISHED TO HIM BY THE CLIENT AND HIS OWN FIELD INVESTIGATION. THE SURVEYOR DOES NOT WARRANT THAT THE INFORMATION FURNISHED TO HIM IS COMPLETELY ACCURATE. THE SURVEYOR DOES NOT WARRANT THAT THE INFORMATION FURNISHED TO HIM IS COMPLETELY ACCURATE. THE SURVEYOR DOES NOT WARRANT THAT THE INFORMATION FURNISHED TO HIM IS COMPLETELY ACCURATE. THE SURVEYOR DOES NOT WARRANT THAT THE INFORMATION FURNISHED TO HIM IS COMPLETELY ACCURATE.



SURVEY OF PROPERTY  
**BLOCK 1868 ~ LOT 19**  
NO.59-61 SOUTH 11TH STREET  
CITY OF NEWARK ESSEX COUNTY NEW JERSEY



Engineers, Surveyors, Planners  
Felt Professional Building  
320 Runnymede Road  
Essex Falls, N.J. 07021  
Phone: (973) 226-0391, Fax: (973) 226-5661  
Certificate of Authorization No.24043792300

Scale	1"=10'	Prep. By	CSU	Plot. No.	15-3052-A
CHARLES P. STEWART	LAND SURVEYOR	Checked By	CSB	N.J. Lic. No.	15356
GARY S. OSBORNE	LAND SURVEYOR	Checked By	ETB	N.J. Lic. No.	37352
Date		12/15/15		Sheet	
BY		DESCRIPTION		1 of 1	

**BUILDINGS DEMOLITION AT  
SOUTH 11<sup>th</sup> STREET  
PHASE 2  
CITY OF NEWARK – ESSEX COUNTY**

**APPENDIX 1  
ASBESTOS REPORT**

**ASBESTOS REPORT FOR**

**53-South 11<sup>th</sup>. Sreet**



December 2, 2016

Essex County  
Division of PW & Engineering  
900 Bloomfield Avenue  
Verone, NJ 07044

Project Location: 53 South 11<sup>th</sup> Street, Newark, NJ 07107

Possible asbestos containing material(s) (ACM's) were visually observed and analyzed in the facility referenced on the following description. Please see the Polarized Light Microscopy (PLM) and/or Transmissions Electron Microscopy (TEM) reports and the Executive Summary page generated from the survey conducted to determine locations, quantities and types of materials for specific details.

Based on the results of the inspection from the property referenced below, certain material(s) of the building tested positive for asbestos.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Eustaquio", is written over a horizontal line.

Rick Eustaquio  
Project Coordinator



## Summary description

<b>Project No.</b>	2016-1366127508
<b>Subject</b>	Partial Asbestos Survey
<b>Report Date:</b>	Decemeber 2, 2016
<b>Building:</b>	Residential
<b>Job Site:</b>	53 South 11 <sup>th</sup> Street Newark, NJ 07107
<b>Prepared for:</b>	Essex County
<b>Analized and prepared By:</b>	Iris Environmental Laboratories, LLC 2333 Route 22 West Union, NJ 07083
<b>Inspector Certification:</b>	07-15631
<b>DEP NELAC</b>	20045

## 1. Methodology

Asbestos containing materials (ACM's) can be categorized into three (3) main uses:

- 1.) **Surfacing Materials:** Surfacing materials that are usually sprayed or troweled on, that are normally applied to ceilings, walls, or beams. Materials such as: lagging, jointing and packing materials, heat/fire resistant gaskets and seals, caulking in brickwork, boiler and flue sealing, gutter linings, flashings and coatings on metals, mastics, sealants, putties and adhesives.
- 2.) **Thermal System Insulation:** Thermal system insulation such as insulation covers, boilers, and tanks. Insulation materials such as: sprayed on coatings (thermal, acoustic and fire protection insulation products), insulation for pipes, boilers, pressure vessels, pre-formed pipe sections, slabs, tape, rope, corrugated paper, quilts, felts and blankets, insulating boards (fire protection, thermal, acoustic and general building work insulation), cloth (jointing and packing gaskets, thermal and lagging, fire blankets, mattresses and protective curtains, gloves, aprons, and overalls.
- 3.) **Miscellaneous Materials:** Miscellaneous such as ceiling and floor tiles and insulation for electrical wiring. Materials such as: millboard, paper and paper products, roofing felt, damp-proof courses, steel composite wall cladding and roofing, vinyl flooring, facing to combustible boards, flame-resistant laminate and corrugated pipe insulation, floor tiles and backing for PVC flooring, coatings on walls and ceilings. Vermiculite insulation would fall in this category.

## 2. Analytical Procedures

Analysis of the bulk sample was performed by Polarized Light Microscopy (PLM) in accordance with the EPA's "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, EPA600/M4/82/020) and/or "Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation (EPA/600/R-04/004) as a preferred substitute method to the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (Appendix A to Subpart F, 40 CFR 763). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM). In the case of vermiculite insulation, the sample is further reduced, therefore discovering the asbestos, if determined positive using the PLM method may be unobtainable.

Prior to analysis, samples are logged-in and all data pertinent to the sample recorded. The samples are checked for damage or disruption of any chain-of-custody seals. A unique laboratory ID number is assigned to each sample. A hard copy log-in sheet containing all



pertinent information concerning the sample is generated. This and all other relevant paper work is kept with the sample throughout the analytical procedures to assure proper analysis.

Each sample is removed from the sealed sample container within a fume hood equipped with a high efficiency particulate air (HEPA) filter. The fibrous material is first quantified using stereomicroscopy. The visual estimation method is applied to determine the percentage of fibers present in the sample. A representative sampling of the material is selected and placed onto a glass microscope slide containing a drop of refractive index oil. The glass slide is placed under a polarizing light microscope where standard mineralogical techniques are used to analyze and quantify the various materials present, including the presence of asbestos (actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite). Results of the sample analysis are reported as a percentage by volume of the collected materials. When the sample does not contain asbestos, the material is reported as "none detected" (ND) or zero (0). The data is then compiled into standard report format and subjected to a thorough quality assurance check before the information is released to the client.

PLM and/or TEM analyses of the collected sample(s) were performed by IRIS Environmental Laboratories, LLC at their facilities located in Union, New Jersey

### 3. Company Disclaimer

The work completed has been on the behalf of, and exclusive for the use of the client. IRIS Environmental Laboratories, LLC. warrants that its services are performed within the limits prescribed by the client, with the usual thoroughness and competence of the Environmental Consulting and Testing profession. No other warranty or representation, either expressed or implied is included.

The judgmental consideration necessary for the performance of this work have been made by trained professionals, in accordance within generally accepted practices of Engineers and Scientists undertaking duties and performing similar projects.

Based on the nature of the work conducted, results of this survey should not be extrapolated to include areas not specifically mentioned.

All measurements taken in the field are close estimate and are to be exclusively use by Bioterra Environmental Solutions, LLC. All measurements shall not be used in the future for any other projects and/or third party companies.

### 4. Executive Summary



The sample collection took place on December 1, 2016 at the site referenced above. Sample analysis was performed by IRIS Environmental Laboratories, LLC. Samples were analyzed on December 1, 2016. Please see report(s) for additional details. A total of nineteen (19) samples were collected and analyzed using the Polarized Light Microscopy (PLM) method.

NOTE: PLM was performed. Please see typed analytical reports.

Analytical results indicated the following material(s) to contain **GREATER** than one (1) percent (%) asbestos for the site indicated above.

<u>Sample #</u>	<u>Analysis</u>	<u>Sample Location</u>	<u>Material</u>	<u>Quantities</u>
04,04-A	PLM	2 <sup>nd</sup> Floor – Room on the left	Wall Plaster - Grey Base Layer	650 Sq Ft. **
06,06-A	PLM	2 <sup>nd</sup> Floor – Room on the left	Ceiling Plaster - Grey Base Layer	650 Sq Ft. **

\*\* Recommended all interior plaster should be treated as asbestos containing material.

The bulk samples above were analyzed via Polarized Light Microscopy (PLM) and if necessary and or requested via Transmission Electron Microscopy (TEM).

The following materials were found to be **NEGATIVE** with respect to asbestos at the residential building referenced above.

<u>Sample #</u>	<u>Analysis</u>	<u>Sample Location</u>	<u>Material</u>
01,01-A	PLM	1 <sup>st</sup> Floor	Ceiling Plaster
02, 02-A, 03, 03-A	PLM	1 <sup>st</sup> Floor	Wall Plaster
05, 05-A, 05-B	PLM	2 <sup>nd</sup> Floor	Wall Plaster
07, 07-A, 08, 08-A,	PLM	3 <sup>rd</sup> Floor Wall	Wall Plaster
09, 09-A	PLM	3 <sup>rd</sup> Floor Wall	Ceiling Plaster

## 5. Certifications

*State of New Jersey*  
*Department of Environmental Protection*  
*Certifies That*

**Iris Environmental Laboratories, LLC**  
Laboratory Certification ID # 20045  
*is hereby approved as a*  
**Nationally Accredited Environmental Laboratory**  
*to perform the analyses as indicated on the Annual Certified Parameter List*  
*which must accompany this certificate to be valid*

*having duly met the requirements of the*  
**Regulations Governing the Certification of**  
**Laboratories and Environmental Measurements N.J.A.C. 7:18 et. seq.**  
*having been found compliant with the 2009 TNI Standard approved by the*  
*and*  
**The NELAC Institute**

Expires June 30, 2017

  
Michele M. Poter  
Interim Manager

NJDEP is a NELAP Recognized Accreditation Body  
This certificate is to be conspicuously displayed at the laboratory with the annual certified parameter list in a location on the premises visible to the public. Consumers are urged to verify the laboratory's current accreditation status with the State of NJ, NELAP.

# Big Apple Occupational Safety Inc

505 Eighth Avenue, #2305, New York, NY 10018  
(212) 564-7656

This is To Certify That

**Badar Usmani**

SS#: xxx-xx-xxxx

has successfully completed the New York State Department of Health approved course entitled  
This course meets requirements of TSCA Title II

## Inspector Refresher

*(The official record of successful completion is the DOH 2832 Certificate of completion  
New York State Department of Health: Certificate of Asbestos Safety Training)*

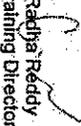
Course Date: 02/12/2016

Expiration Date: 02/12/2017

Certificate Number: 750671

Examination Date: 02/12/2016

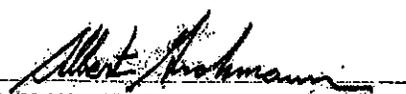
Examination Grade: 92%

  
Radha Reddy  
Training Director

# Polarized Light Microscopy Analytical Report

<b>Client:</b> Essex County <b>Address:</b> 900 Bloomfield Avenue Verona NJ 07044 <b>Phone:</b> <b>Email:</b>		<b>Samples Analyzed:</b> 19 <b>Job Site:</b> 53 South 11th Street Newark, NJ	<b>Report No:</b> 1366127508 <b>Sampled:</b> 12/1/2016 <b>Received:</b> 12/1/2016 <b>Analyzed:</b> 12/1/2016 <b>Reported:</b> 12/1/2016
Sample ID	Asbestos % Type(s)	Other Data % Non-Asbestos Fibers/ Other	Sample Description Location
01	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster - Finish Layer 1st Floor Ceiling
A163361331			
01-A	No Asbestos Detected	3% Hair 97% Non-Fibrous Material	Grey Rough Layer
A163361331			
02	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 1st Floor
A16336133A			
02-A	No Asbestos Detected	3% Hair 97% Non-Fibrous Material	Grey Rough Layer
A16336133J			
03	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 1st Floor
A16336133B			
03-A	No Asbestos Detected	2% Cellulose 98% Non-Fibrous Material	Grey Rough Layer
A16336133K			
04	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 2nd Floor
A16336133C			
04-A	3% Chrysotile	5% Hair 92% Non-Fibrous Material	Grey Rough Layer
A16336133L			
05	No Asbestos Detected	20% Cellulose 80% Non-Fibrous Material	Wall Plaster 2nd Floor
A16336133D			
05-A	No Asbestos Detected	100% Non-Fibrous Material	White Finish Layer
A16336133M			
05-A	No Asbestos Detected	3% Hair 97% Non-Fibrous Material	Grey Rough Layer
A16336133N			

Lab Manager: 

Analyst: 

The analyses above were performed in accordance with EPA Method 600/M4/82/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).  
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 The Analysis performed by JS Environmental Laboratories, Union, New Jersey.

# Polarized Light Microscopy Analytical Report

NJDEP #: 20045

Page 2 of 2

06	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster - Finish Layer 2nd Floor
A16336133E			
06-A	2% Chrysotile	3% Hair 95% Non-Fibrous Material	Grey Rough Layer
A16336133O			
07	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Skim Coat 3rd Floor
A16336133F			
07-A	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Brown Rough Layer
A16336133P			
08	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 3rd Floor
A16336133G			
08-A	No Asbestos Detected	2% Hair 98% Non-Fibrous Material	Grey Rough Layer
A16336133Q			
09	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster - Finish Layer 3rd Floor
A16336133H			
09-A	No Asbestos Detected	2% Hair 98% Non-Fibrous Material	Grey Rough Layer
A16336133R			

**Essex County collected the sample(s) above.**

Detection Limit of Method is estimated to be > 1% Asbestos Using a Visual Area Estimation Technique

Lab Manager: \_\_\_\_\_

Analyst: *Albert Richmann*

The analyses above were performed in accordance with EPA Method 600/M4/B2/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).

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# Asbestos Analysis of Bulk Materials by Polarized Light Microscopy

via  
EPA 600/M4/82/020 & EPA 600/R93/116 July, 1993 NYSDOH ELAP Manual 198.1 & 198.6 (Friable & Non-Friable) Bulk Building Materials

**J&S Environmental  
Laboratories, LLC**

Client:	Essex County
Address:	
Phone No:	
Email:	
Project:	
Report #:	1366127508

①

\* Note: Four (4) slide sub samples must be prepared for all samples. Indicate any differences between the four (4) on this document.  
 \*\* Note: Point counting is required under the ELAP point counting methods for Quantitating results - use point count sheet to record data.

Sample ID	Color	Texture	Homo	Notes	%	Polarization		Morphology	
						⊥ RI	RI	Sign of Elong.	Sign of Elong.
01	white				100	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
02	grey			Finish layer	97	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
03	white			Rough layer	100	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
04	grey			Finish layer	97	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
05	white			Rough layer	100	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
06	grey			Finish layer	98	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
07	white			Rough layer	100	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
08	grey			Chry 3	97	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
09	white			Rough layer	80	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								
10	white			SR	100	⊥ RI	RI	Morphology	Sign of Elong.
	Texture								
	Homo								

Analyst: [Signature] Date: 12/1/16

J&S SOP 10/06.

**Asbestos Analysis of Bulk Materials by Polarized Light Microscopy** via  
 EPA 600/M4/82/020 & EPA 600/R93/116 July, 1993 NYSDOH ELAP Manual 198.6 (Friable & Non-Friable) Bulk Building Materials

  
 J&S Environmental  
 Laboratories, LLC

Client:	Essex County
Address:	
Phone No:	
Email:	
Project:	
Report #:	1366187508

②

\* Note: Four (4) slide sub samples must be prepared for all samples. Indicate any differences between the four (4) on this document.  
 \*\* Note: Point counting is required under the ELAP / TNI Standards point counting methods for Quantifying results - use point count sheet to record data.

Sample ID	Color	Texture	Homo	Pleoc	Biref	Color	Extn	Polarization	
								⊥ RI	RI
E N	Grey		0						
	Grey								
	Grey								
E 26	White		0						
	White								
	White								
F 07	Grey		0						
	Grey								
	Grey								
F 07	White		0						
	White								
	White								
G 08	White		0						
	White								
	White								
H 09	White		0						
	White								
	White								
I 09	White		0						
	White								
	White								
J 09	White		0						
	White								
	White								

Analyst: Mohammad Date: 7/1/16 Time: \_\_\_\_\_ J&S SOP 10/06, Rev. 11/15.

**ASBESTOS REPORT FOR**

**59-61 South 11<sup>th</sup>. Sreet**

**( 2 Reports)**



November 30, 2016

Essex County  
Division of PW & Engineering  
900 Bloomfield Avenue  
Verone, NJ 07044

Project Location: 61 South 11<sup>th</sup> Street, Newark, NJ 07107

Possible asbestos containing material(s) (ACM's) were visually observed and analyzed in the facility referenced on the following description. Please see the Polarized Light Microscopy (PLM) and/or Transmissions Electron Microscopy (TEM) reports and the Executive Summary page generated from the survey conducted to determine locations, quantities and types of materials for specific details.

Based on the results of the inspection from the property referenced below, certain material(s) of the building tested positive for asbestos.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Eustaquio", written over a horizontal line.

Rick Eustaquio  
Project Coordinator



## Summary description

<b>Project No.</b>	2016-1366127391
<b>Subject</b>	Full Asbestos Survey
<b>Report Date:</b>	November 30, 2016
<b>Building:</b>	Residential
<b>Job Site:</b>	61 South 11 <sup>th</sup> Street Newark, NJ 07107
<b>Prepared for:</b>	Essex County
<b>Analyzed and prepared By:</b>	Iris Environmental Laboratories, LLC 2333 Route 22 West Union, NJ 07083
<b>Inspector Certification:</b>	07-15631
<b>DEP NELAC</b>	20045



## 1. Methodology

Asbestos containing materials (ACM's) can be categorized into three (3) main uses:

- 1.) **Surfacing Materials:** Surfacing materials that are usually sprayed or troweled on, that are normally applied to ceilings, walls, or beams. Materials such as: lagging, jointing and packing materials, heat/fire resistant gaskets and seals, caulking in brickwork, boiler and flue sealing, gutter linings, flashings and coatings on metals, mastics, sealants, putties and adhesives.
- 2.) **Thermal System Insulation:** Thermal system insulation such as insulation covers, boilers, and tanks. Insulation materials such as: sprayed on coatings (thermal, acoustic and fire protection insulation products), insulation for pipes, boilers, pressure vessels, pre-formed pipe sections, slabs, tape, rope, corrugated paper, quilts, felts and blankets, insulating boards (fire protection, thermal, acoustic and general building work insulation), cloth (jointing and packing gaskets, thermal and lagging, fire blankets, mattresses and protective curtains, gloves, aprons, and overalls.
- 3.) **Miscellaneous Materials:** Miscellaneous such as ceiling and floor tiles and insulation for electrical wiring. Materials such as: millboard, paper and paper products, roofing felt, damp-proof courses, steel composite wall cladding and roofing, vinyl flooring, facing to combustible boards, flame-resistant laminate and corrugated pipe insulation, floor tiles and backing for PVC flooring, coatings on walls and ceilings. Vermiculite insulation would fall in this category.

## 2. Analytical Procedures

Analysis of the bulk sample was performed by Polarized Light Microscopy (PLM) in accordance with the EPA's "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, EPA600/M4/82/020) and/or "Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation (EPA/600/R-04/004) as a preferred substitute method to the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (Appendix A to Subpart F, 40 CFR 763). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM). In the case of vermiculite insulation, the sample is further reduced, therefore discovering the asbestos, if determined positive using the PLM method may be unobtainable.

Prior to analysis, samples are logged-in and all data pertinent to the sample recorded. The samples are checked for damage or disruption of any chain-of-custody seals. A unique laboratory ID number is assigned to each sample. A hard copy log-in sheet containing all



pertinent information concerning the sample is generated. This and all other relevant paper work is kept with the sample throughout the analytical procedures to assure proper analysis.

Each sample is removed from the sealed sample container within a fume hood equipped with a high efficiency particulate air (HEPA) filter. The fibrous material is first quantified using stereomicroscopy. The visual estimation method is applied to determine the percentage of fibers present in the sample. A representative sampling of the material is selected and placed onto a glass microscope slide containing a drop of refractive index oil. The glass slide is placed under a polarizing light microscope where standard mineralogical techniques are used to analyze and quantify the various materials present, including the presence of asbestos (actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite). Results of the sample analysis are reported as a percentage by volume of the collected materials. When the sample does not contain asbestos, the material is reported as "none detected" (ND) or zero (0). The data is then compiled into standard report format and subjected to a thorough quality assurance check before the information is released to the client.

PLM and/or TEM analyses of the collected sample(s) were performed by IRIS Environmental Laboratories, LLC at their facilities located in Union, New Jersey

### 3. Company Disclaimer

The work completed has been on the behalf of, and exclusive for the use of the client. IRIS Environmental Laboratories, LLC. warrants that its services are performed within the limits prescribed by the client, with the usual thoroughness and competence of the Environmental Consulting and Testing profession. No other warranty or representation, either expressed or implied is included.

The judgmental consideration necessary for the performance of this work have been made by trained professionals, in accordance within generally accepted practices of Engineers and Scientists undertaking duties and performing similar projects.

Based on the nature of the work conducted, results of this survey should not be extrapolated to include areas not specifically mentioned.

All measurements taken in the field are close estimate and are to be exclusively use by Bioterra Environmental Solutions, LLC. All measurements shall not be used in the future for any other projects and/or third party companies.



## 4. Executive Summary

The sample collection took place on November 29, 2016 at the site referenced above. Sample analysis was performed by IRIS Environmental Laboratories, LLC. Samples were analyzed on November 30, 2016. Please see report(s) for additional details. A total of forty eight (48) samples were collected and analyzed using the Polarized Light Microscopy (PLM) method.

NOTE: PLM was performed. Please see typed analytical reports.

Analytical results indicated the following material(s) to contain **GREATER** than one (1) percent (%) asbestos for the site indicated above.

<u>Sample #</u>	<u>Analysis</u>	<u>Sample Location</u>	<u>Material</u>	<u>Quantities</u>
25-A	PLM	3rd Floor Ceiling	Grey Rough Layer	6,632 Sq Ft
29	PLM	Roof Perimeter	Black Flashing	80 Sq Ft.
30	PLM	House Exterior	Transite Siding	5,800 Sq Ft.

The bulk samples above were analyzed via Polarized Light Microscopy (PLM) and if necessary and or requested via Transmission Electron Microscopy (TEM).

The following materials were found to be **NEGATIVE** with respect to asbestos at the residential building referenced above.

<u>Sample #</u>	<u>Analysis</u>	<u>Sample Location</u>	<u>Material</u>
01	PLM	House Entrance Area	Brown Linoleum Flooring
02	PLM	Wall 1 <sup>st</sup> Floor Entrance Area	White Wall Sheetrock
03	PLM	Behind Sheetrock Entrance Area	Black Wall Material
04	PLM	1 <sup>st</sup> Floor Stair Entrance Area	Green/Grey Wall Plaster
04-A	PLM	1 <sup>st</sup> Floor Stair Entrance Area	Grey Rough Layer
05	PLM	Kitchen 1 <sup>st</sup> Floor	Wall Sheetrock
06	PLM	1 <sup>st</sup> Floor Ceiling	Ceiling Sheetrock
06-A	PLM	1 <sup>st</sup> Floor Ceiling	Tan/Off White Sheetrock
07	PLM	Behind Ceiling Sheetrock	Ceiling Plaster
07-A	PLM	Behind Ceiling Sheetrock	Grey Rough Layer
08	PLM	1 <sup>st</sup> Floor Room by Stairs	Ceiling Tile
09	PLM	Kitchen Storage Room	Grey Flooring
10	PLM	By Stairs Entrance under Linoleum	Grey Floor Tile



		Flooring	
11	PLM	Above Stairs by 2 <sup>nd</sup> Floor – 1 <sup>st</sup> Layer	Ceiling Plaster
12	PLM	Above Stairs by 2 <sup>nd</sup> Floor – 2 <sup>nd</sup> Layer	Ceiling Plaster
12-A	PLM	Above Stairs by 2 <sup>nd</sup> Floor – 2 <sup>nd</sup> Layer	Grey Rough Layer
13	PLM	2 <sup>nd</sup> Floor Hallway	Tan Linoleum Flooring
13-A	PLM	2 <sup>nd</sup> Floor Hallway	Clear Glue/Mastic
14	PLM	2 <sup>nd</sup> Floor Hallway – 2 <sup>nd</sup> Layer	Green Linoleum Flooring
15	PLM	2 <sup>nd</sup> Floor Rooms	Off White Floor Tile
15-A	PLM	2 <sup>nd</sup> Floor Rooms	Brown Mastic
16	PLM	Bedroom 2 <sup>nd</sup> Floor in Front of Stairs	Brown Linoleum
16-A	PLM	Bedroom 2 <sup>nd</sup> Floor in Front of Stairs	Clear Mastic
17	PLM	2 <sup>nd</sup> Floor Bedroom	Sheetrock Ceiling
18	PLM	2 <sup>nd</sup> Floor behind Sheetrock	Ceiling Plaster
18-A	PLM	2 <sup>nd</sup> Floor behind Sheetrock	White Finish Layer
18-B	PLM	2 <sup>nd</sup> Floor behind Sheetrock	White/Grey Wall Plaster
19	PLM	2 <sup>nd</sup> Floor Bedroom Closet	White/Grey Wall Plaster
19-A	PLM	2 <sup>nd</sup> Floor Bedroom Closet	White Finish Layer
19-B	PLM	2 <sup>nd</sup> Floor Bedroom Closet	Grey Rough Layer
20	PLM	2 <sup>nd</sup> Floor Bedroom Walls	Wall Sheetrock +Plaster
20-A	PLM	2 <sup>nd</sup> Floor Bedroom Walls	Grey Plaster
21	PLM	3 <sup>rd</sup> Floor Entrance and Right Room	Black/White Linoleum
21-A	PLM	3 <sup>rd</sup> Floor Entrance and Right Room	Black Floor Tile
22	PLM	3 <sup>rd</sup> Floor Bedrooms	Grey Linoleum Flooring
23	PLM	Under Back/White Linoleum 3 <sup>rd</sup> Floor	Black Flooring
24	PLM	3 <sup>rd</sup> Floor Wall	Wall Plaster
24-A	PLM	3 <sup>rd</sup> Floor Wall	White Finish Layer
24-B	PLM	3 <sup>rd</sup> Floor Wall	Grey Rough Layer
25	PLM	3 <sup>rd</sup> Floor Ceiling	Ceiling Plaster
26	PLM	3 <sup>rd</sup> Floor Bedroom to the Left	Brown Linoleum
27	PLM	House Roof	Roof Shingle
28	PLM	2 <sup>nd</sup> Layer Roof	Roof Shingle
28-A	PLM	2 <sup>nd</sup> Layer Roof	Black Tar/ Flashing Material
31	PLM	Behind Transite Siding Exterior	Black Tar Paper



5. Certifications

*State of New Jersey*  
*Department of Environmental Protection*  
*Certifies That*

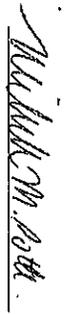
**Iris Environmental Laboratories, LLC**  
 Laboratory Certification ID # 20045  
*is hereby approved as a*  
**Nationally Accredited Environmental Laboratory**  
*to perform the analyses as indicated on the Annual Certified Parameter List*  
*which must accompany this certificate to be valid*

*having duly met the requirements of the*  
**Regulations Governing the Certification of**  
**Laboratories and Environmental Measurements N.J.A.C. 7:18. et. seq.**  
*having been found compliant with the 2009 TNI Standard approved by the*  
 and  
**The NELAC Institute**

Expires June 30, 2017



NELAP Accredited Body

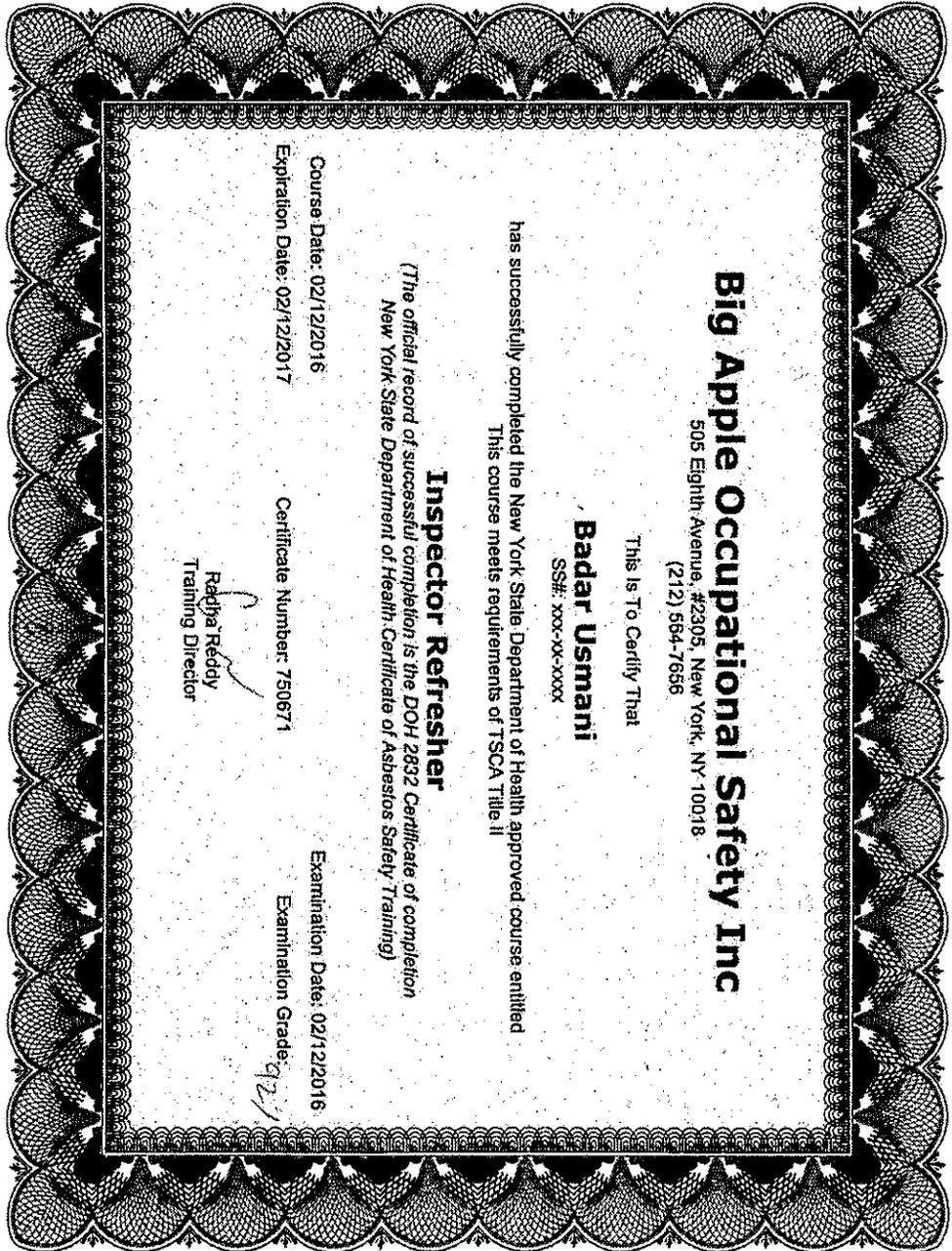


Michele M. Rother  
Interim Manager



THE GREAT SEAL OF THE STATE OF NEW JERSEY

NJDER is a NELAP Recognized Accreditation Body  
 This certificate is to be conspicuously displayed at the laboratory with the annual certified parameter list in a location on the premises visible to the public. Consumers are urged to verify the laboratory's current accreditation status with the State of NJ, NELAP.



**Big Apple Occupational Safety Inc**

505 Eighth Avenue, #2305, New York, NY 10018  
(212) 564-7656

This Is To Certify That

**Badar Usmani**

SS#: xxx-xx-xxxx

has successfully completed the New York State Department of Health approved course entitled  
This course meets requirements of TSCA Title II

**Inspector Refresher**

*(The official record of successful completion is the DOH 2832 Certificate of completion  
New York State Department of Health Certificate of Asbestos Safety Training)*

Course Date: 02/12/2016

Expiration Date: 02/12/2017

Certificate Number: 750671

Examination Date: 02/12/2016

Examination Grade: 92%

*[Signature]*  
Radha Reddy  
Training Director

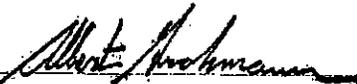
# Polarized Light Microscopy Analytical Report

<b>Client:</b> Essex County <b>Address:</b> 900 Bloomfield Avenue Verona NJ 07044 <b>Phone:</b> <b>Email:</b>		<b>Samples Analyzed:</b> 48 <b>Job Site:</b> 61 South 11th Street Newark, NJ	<b>Report No:</b> 1366127391 <b>Sampled:</b> 11/29/2016 <b>Received:</b> 11/29/2016 <b>Analyzed:</b> 11/30/2016 <b>Reported:</b> 11/30/2016
Sample ID	Asbestos % Type(s)	Other Data % Non-Asbestos Fibers/ Other	Sample Description Location
01 A163341741	No Asbestos Detected	100% Non-Fibrous Material	Brown Linoleum Flooring House Entrance Area
02 A16334174A	No Asbestos Detected	35% Cellulose 65% Non-Fibrous Material	White Wall Sheetrock Walls 1st Floor Entrance Area
03 A16334174B	No Asbestos Detected	45% Cellulose 65% Non-Fibrous Material	Black Wall Material Behind Sheetrock Entrance Area
04 A16334174C	No Asbestos Detected	100% Non-Fibrous Material	Green/Grey Wall Plaster 1st Floor Stair Entrance Area
04-A A16334174H	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
05 A16334174D	No Asbestos Detected	18% Cellulose 82% Non-Fibrous Material	Wall Sheetrock Kitchen 1st Floor
06 A16334174E	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Sheetrock 1st Floor Ceiling
06-A A16334174I	No Asbestos Detected	85% Cellulose 15% Non-Fibrous Material	Tan/Off White Sheetrock
07 A16334174F	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster Behind Ceiling Sheetrock
07-A A16334174J	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
08 A16334174G	No Asbestos Detected	98% Cellulose 2% Non-Fibrous Material	Ceiling Tile 1st Floor Room by Stairs

Lab Manager: \_\_\_\_\_



Analyst: \_\_\_\_\_

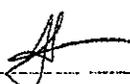


The analyses above were performed in accordance with EPA Method 600/M4/82/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).  
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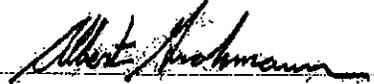
# Polarized Light Microscopy Analytical Report

09 A16334174H	No Asbestos Detected	100% Non-Fibrous Material	Grey Flooring Kitchen Storage Room
10 A16334174I	No Asbestos Detected	100% Non-Fibrous Material	Grey Floor Tile By Stairs Entrance Under Linoleum Flooring
11 A16334174J	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster Above Stairs by 2nd Floor - 1st Layer
12 A16334174K	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster Above Stairs by 2nd Floor - 2nd Layer
12-A A16334174K	No Asbestos Detected	2% Hair 98% Non-Fibrous Material	Grey Rough Layer
13 A16334174L	No Asbestos Detected	100% Non-Fibrous Material	Tan Linoleum Flooring 2nd Floor Hallway
13-A A16334174L	No Asbestos Detected	100% Non-Fibrous Material	Clear Glue/Mastic
14 A16334174M	No Asbestos Detected	100% Non-Fibrous Material	Green Linoleum Flooring 2nd Floor Hallway - 2nd Layer
15 A16334174N	No Asbestos Detected	100% Non-Fibrous Material	Off White Floor Tile 2nd Floor Rooms
15-A A16334174M	No Asbestos Detected	100% Non-Fibrous Material	Brown Mastic
16 A16334174O	No Asbestos Detected	100% Non-Fibrous Material	Brown Linoleum Bedroom 2nd Floor in Front of Stairs
16-A A16334174N	No Asbestos Detected	100% Non-Fibrous Material	Clear Mastic
17 A16334174P	No Asbestos Detected	25% Cellulose 75% Non-Fibrous Material	Sheetrock Ceiling 2nd Floor Bedroom
18 A16334174Q	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster 2nd Floor Behind Sheetrock

Lab Manager: \_\_\_\_\_



Analyst: \_\_\_\_\_



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# Polarized Light Microscopy Analytical Report

18-A	No Asbestos Detected	100% Non-Fibrous Material	White Finish Layer
A1633417AO			
18-B	No Asbestos Detected	100% Non-Fibrous Material	Grey Rough Layer
A1633417AP			
19	No Asbestos Detected	100% Non-Fibrous Material	White/Grey Wall Plaster 2nd Floor Bedroom Closet
A16334174R			
19-A	No Asbestos Detected	100% Non-Fibrous Material	White Finish Layer
A1633417AQ			
19-B	No Asbestos Detected	3% Hair 97% Non-Fibrous Material	Grey Rough Layer
A1633417AR			
20	No Asbestos Detected	25% Cellulose 75% Non-Fibrous Material	Wall Sheetrock + Plaster 2nd Floor Bedroom Walls
A16334174S			
20-A	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Plaster
A16334174AS			
21	No Asbestos Detected	100% Non-Fibrous Material	Black/White Linoleum 3rd Floor Entrance and Right Room
A16334174T			
21-A	No Asbestos Detected	100% Non-Fibrous Material	Black Floor Tile
A16334174T			
22	No Asbestos Detected	100% Non-Fibrous Material	Grey Linoleum Flooring 3rd Floor Bedrooms
A16334174U			
23	No Asbestos Detected	38% Cellulose 62% Non-Fibrous Material	Black Flooring Under Black/White Linoleum 3rd Floor
A16334174V			
24	No Asbestos Detected	20% Cellulose 80% Non-Fibrous Material	Wall Plaster 3rd Floor Wall
A16334174W			
24-A	No Asbestos Detected	100% Non-Fibrous Material	White Finish Layer
A16334174U			
24-B	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
A16334174V			

Lab Manager: \_\_\_\_\_

Analyst: *Albert Prohmann*

The analyses above were performed in accordance with EPA Method 600/M4/82/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).

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The Analysis performed by JS Environmental Laboratories, Union, New Jersey.

## Polarized Light Microscopy Analytical Report

NJDEP #: 20045

Page 4 of 4

25 A16334174X	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster 3rd Floor Ceiling
25-A A1633417AW	3% Chrysotile	5% Hair 92% Non-Fibrous Material	Grey Rough Layer
26 A16334174Y	No Asbestos Detected	100% Non-Fibrous Material	Brown Linoleum 3rd Floor Bedroom to the Left
27 A16334174Z	No Asbestos Detected	20% Cellulose 80% Non-Fibrous Material	Roof Shingle House Roof
28 A1633417AD	No Asbestos Detected	15% Cellulose 85% Non-Fibrous Material	Roof shingle 2nd Layer Roof
28-A A1633417AX	No Asbestos Detected	5% Cellulose 95% Non-Fibrous Material	Black Tar/Flashing Material
29 A1633417AE	7% Chrysotile	93% Non-Fibrous Material	Black Flashing Roof Perimeter
30 A1633417AF	27% Chrysotile	73% Non-Fibrous Material	Transite Siding House Exterior
31 A1633417AG	No Asbestos Detected	55% Cellulose 45% Non-Fibrous Material	Black Tar Paper Behind Transite Siding Exterior

\* Essex County collected the sample(s) above.

Detection Limit of Method is estimated to be > 1% Asbestos Using a Visual Area Estimation Technique

Lab Manager: \_\_\_\_\_

Analyst: \_\_\_\_\_

The analyses above were performed in accordance with EPA Method 600/M4/82/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).

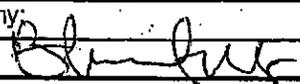
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The Analysis performed by JS Environmental Laboratories, Union, New Jersey.

**BULK SAMPLE SUBMISSION FORM / CHAIN-OF-CUSTODY**

Date of Sample Collection: 11 / 29 / 2016 Page 1 of 2  
 Client: Essex County Analysis Requested / TAT: 24  
 Address: 61 South 11th Street Job Site: 61 South 11 Street  
 City/State/Zip: Newark NJ Job Site: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Job/Project: \_\_\_\_\_

Sample No. Lab ID	Sample Description	Sample Location	Laboratory Analysis
01	Brown linoleum Flooring	House Entrance area 10x5 - 10x10	
02	White Wall Sheet Rock	walls 1st Floor Entrance area	
03	Black wall material	Behind sheet rock Entrance area	
04	Green/Grey wall plaster	1st Floor Stair Entrance area	
05	Wall Sheet Rock	Kitchen 1st Floor	
06	Ceiling sheet rock	1st Floor ceiling	
07	Ceiling Plaster	Behind ceiling sheet rock	
08	Ceiling tile	1st Floor room by stairs 12x15	
09	Grey flooring	Kitchen Storage room 5x3	
10	12" Grey Floor tile	By stairs Entrance under linoleum flooring 10x10	
11	Ceiling plaster white	above stairs by 2nd Floor 1st layer	
12	Grey Plaster	" " 2nd layer	
13	tan flooring Linoleum	2nd Floor Hallway 10x10	
14	Green linoleum flooring	" " 2nd layer	
15	12" off white F.T with yellow Mastic	2nd Floor rooms 10x10 - 10x10 - 15x10	
16	Brown linoleum	Bed room 2nd Floor in front of stairs 10x15	

Special Instructions:

Relinquished By:	Date / Time	Received By:	Date / Time
Name / Company:		Name / Company:	
Signature: 		Signature: 	NOV 29 2016



## BULK SAMPLE SUBMISSION FORM / CHAIN-OF-CUSTODY

Date of Sample Collection: 11 / 29 / 2016

Page 2 of 2

Client: Essex County

Analysis Requested / TAT: 24

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

Job Site: 64 South 11 street

City/State/Zip: \_\_\_\_\_

Job Site: Newark NJ

Contact Person: \_\_\_\_\_

Job/Project: \_\_\_\_\_

Sample No. Lab ID	Sample Description	Sample Location	Laboratory Analysis
17	Sheet Rock ceiling	2nd Floor Bedroom	
18	ceiling Plaster	2nd Floor Behind Sheet Rock	
19	White/Grey Wall Plaster	2nd Floor Bedroom Closet	
20	Wall Sheet Rock & Plaster	2nd Floor Bedroom walls (Homo)	
21	Black & White Linoleum	3rd floor Entrance and Right room	
22	Grey Linoleum Floor	3rd Floor Bedrooms	
23	Black flooring	Under Black & white linoleum 3rd floor	
24	Wall Plaster	3rd Floor wall	
25	ceiling Plaster	3rd Floor ceiling	
26	Brown linoleum	3rd floor Bedroom to the left	
27	Roof Shingle	House roof	
28	" "	2nd layer roof	
29	Black Flashing	Roof Perimeter	
30	Transite Siding	House Exterior	
31	Black tar paper	Behind transite siding Exterior	

**Special Instructions:**

<b>Relinquished By:</b>	<b>Date / Time</b>	<b>Received By:</b>	<b>Date / Time</b>
Name / Company:		Name / Company:	
Signature: <u>[Signature]</u>		Signature: <u>[Signature]</u>	<u>NOV 29 2016</u>

IrisPLMCOC-(Orig. 05/2016)

**DROP OFF**

BY: [Signature] 1540



December 2, 2016

Essex County  
Division of PW & Engineering  
900 Bloomfield Avenue  
Verone, NJ 07044

Project Location: 61 South 11<sup>th</sup> Street, Newark, NJ 07107

Possible asbestos containing material(s) (ACM's) were visually observed and analyzed in the facility referenced on the following description. Please see the Polarized Light Microscopy (PLM) and/or Transmissions Electron Microscopy (TEM) reports and the Executive Summary page generated from the survey conducted to determine locations, quantities and types of materials for specific details.

Based on the results of the inspection from the property referenced below, certain material(s) of the building tested positive for asbestos.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Eustaquio", with a horizontal line extending to the right.

Rick Eustaquio  
Project Coordinator



## Summary description

<b>Project No.</b>	2016-1366127499
<b>Subject</b>	<b>Partial Asbestos Survey</b>
<b>Report Date:</b>	December 2, 2016
<b>Building:</b>	<b>Residential</b>
<b>Job Site:</b>	61 South 11 <sup>th</sup> Street Newark, NJ 07107
<b>Prepared for:</b>	<b>Essex County</b>
<b>Analyzed and prepared By:</b>	<b>Iris Environmental Laboratories, LLC</b> 2333 Route 22 West Union, NJ 07083
<b>Inspector Certification:</b>	07-15631
<b>DEP NELAC</b>	20045

## 1. Methodology

Asbestos containing materials (ACM's) can be categorized into three (3) main uses:

- 1.) Surfacing Materials: Surfacing materials that are usually sprayed or troweled on, that are normally applied to ceilings, walls, or beams. Materials such as: lagging, jointing and packing materials, heat/fire resistant gaskets and seals, caulking in brickwork, boiler and flue sealing, gutter linings, flashings and coatings on metals, mastics, sealants, putties and adhesives.
- 2.) Thermal System Insulation: Thermal system insulation such as insulation covers, boilers, and tanks. Insulation materials such as: sprayed on coatings (thermal, acoustic and fire protection insulation products), insulation for pipes, boilers, pressure vessels, pre-formed pipe sections, slabs, tape, rope, corrugated paper, quilts, felts and blankets, insulating boards (fire protection, thermal, acoustic and general building work insulation), cloth (jointing and packing gaskets, thermal and lagging, fire blankets, mattresses and protective curtains, gloves, aprons, and overalls.
- 3.) Miscellaneous Materials: Miscellaneous such as ceiling and floor tiles and insulation for electrical wiring. Materials such as: millboard, paper and paper products, roofing felt, damp-proof courses, steel composite wall cladding and roofing, vinyl flooring, facing to combustible boards, flame-resistant laminate and corrugated pipe insulation, floor tiles and backing for PVC flooring, coatings on walls and ceilings. Vermiculite insulation would fall in this category.

## 2. Analytical Procedures

Analysis of the bulk sample was performed by Polarized Light Microscopy (PLM) in accordance with the EPA's "Method for the Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116, EPA600/M4/82/020) and/or "Research Method for Sampling and Analysis of Fibrous Amphibole in Vermiculite Attic Insulation (EPA/600/R-04/004) as a preferred substitute method to the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (Appendix A to Subpart F, 40 CFR 763). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM). In the case of vermiculite insulation, the sample is further reduced, therefore discovering the asbestos, if determined positive using the PLM method may be unobtainable.

Prior to analysis, samples are logged-in and all data pertinent to the sample recorded. The samples are checked for damage or disruption of any chain-of-custody seals. A unique laboratory ID number is assigned to each sample. A hard copy log-in sheet containing all



pertinent information concerning the sample is generated. This and all other relevant paper work is kept with the sample throughout the analytical procedures to assure proper analysis.

Each sample is removed from the sealed sample container within a fume hood equipped with a high efficiency particulate air (HEPA) filter. The fibrous material is first quantified using stereomicroscopy. The visual estimation method is applied to determine the percentage of fibers present in the sample. A representative sampling of the material is selected and placed onto a glass microscope slide containing a drop of refractive index oil. The glass slide is placed under a polarizing light microscope where standard mineralogical techniques are used to analyze and quantify the various materials present, including the presence of asbestos (actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite). Results of the sample analysis are reported as a percentage by volume of the collected materials. When the sample does not contain asbestos, the material is reported as "none detected" (ND) or zero (0). The data is then compiled into standard report format and subjected to a thorough quality assurance check before the information is released to the client.

PLM and/or TEM analyses of the collected sample(s) were performed by IRIS Environmental Laboratories, LLC at their facilities located in Union, New Jersey

### 3. Company Disclaimer

The work completed has been on the behalf of, and exclusive for the use of the client. IRIS Environmental Laboratories, LLC. warrants that its services are performed within the limits prescribed by the client, with the usual thoroughness and competence of the Environmental Consulting and Testing profession. No other warranty or representation, either expressed or implied is included.

The judgmental consideration necessary for the performance of this work have been made by trained professionals, in accordance within generally accepted practices of Engineers and Scientists undertaking duties and performing similar projects.

Based on the nature of the work conducted, results of this survey should not be extrapolated to include areas not specifically mentioned.

All measurements taken in the field are close estimate and are to be exclusively use by Bioterra Environmental Solutions, LLC. All measurements shall not be used in the future for any other projects and/or third party companies.



## 4. Executive Summary

The sample collection took place on December 1, 2016 at the site referenced above. Sample analysis was performed by IRIS Environmental Laboratories, LLC. Samples were analyzed on December 1, 2016. Please see report(s) for additional details. A total of twenty one (21) samples were collected and analyzed using the Polarized Light Microscopy (PLM) method.

NOTE: PLM was performed. Please see typed analytical reports.

Analytical results indicated the following material(s) to contain **GREATER** than one (1) percent (%) asbestos for the site indicated above.

<u>Sample #</u>	<u>Analysis</u>	<u>Sample Location</u>	<u>Material</u>	<u>Quantities</u>
02, 02-A,	PLM	1st Floor Kitchen	Wall Plaster	450 St Ft. **
03, 03-A, 03-B	PLM	1st Floor Kitchen	Ceiling Plaster	450 Sq Ft. **

\*\* Recommended all interior plaster should be treated as asbestos containing material.

The bulk samples above were analyzed via Polarized Light Microscopy (PLM) and if necessary and or requested via Transmission Electron Microscopy (TEM).

The following materials were found to be **NEGATIVE** with respect to asbestos at the residential building referenced above.

<u>Sample #</u>	<u>Analysis</u>	<u>Sample Location</u>	<u>Material</u>
01, 01-A	PLM	Entrance Area by Stairs	Wall Plaster
04, 04-A, 05, 05-A, 05-B	PLM	2 <sup>nd</sup> Floor Bedroom	Wall Plaster
06, 06-A	PLM	2 <sup>nd</sup> Floor	Ceiling Plaster
07, 07-A, 08, 08-A, 08-B	PLM	1 <sup>st</sup> Floor Stair Entrance Area	Wall Plaster
09, 09-A	PLM	1 <sup>st</sup> Floor Stair Entrance Area	Ceiling Plaster

## 5. Certifications

State of New Jersey  
Department of Environmental Protection  
Certifies That

Iris Environmental Laboratories, LLC

Laboratory Certification ID # 20045

is hereby approved as a

Nationally Accredited Environmental Laboratory  
to perform the analyses as indicated on the Annual Certified Parameter List  
which must accompany this certificate to be valid

having duly met the requirements of the  
Regulations Governing the Certification of  
Laboratories and Environmental Measurements N.J.A.C. 7:18-*et. seq.*  
and  
having been found compliant with the 2009 TNI Standard approved by the  
The NELAC Institute

Expires June 30, 2017



  
Michele M. Potter  
Interim Manager



NJDEP is a NELAP Recognized Accreditation Body

This certificate is to be conspicuously displayed at the laboratory with the annual certified parameter list in a location on the premises visible to the public. Consumers are urged to verify the laboratory's current accreditation status with the State of NJ, NELAP.

**Big Apple Occupational Safety Inc**

505 Eighth Avenue, #2305, New York, NY 10018  
(212) 564-7656

This is To Certify That

**Badar Usmani**

SS#: xxx-xx-xxxx

has successfully completed the New York State Department of Health approved course entitled  
This course meets requirements of TSCA Title II

**Inspector Refresher**

*(The official record of successful completion is the DOH 2832 Certificate of completion  
New York State Department of Health Certificate of Asbestos Safety Training)*

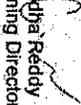
Course Date: 02/12/2016

Expiration Date: 02/12/2017

Certificate Number: 750671

Examination Date: 02/12/2016

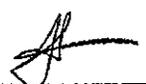
Examination Grade: 92%

  
Radha Reddy  
Training Director

# Polarized Light Microscopy Analytical Report

<b>Client:</b> Essex County <b>Address:</b> 900 Bloomfield Avenue Verona NJ 07044 <b>Phone:</b> <b>Email:</b>		<b>Samples Analyzed:</b> 21 <b>Job Site:</b> 61 South 11th Street Newark, NJ	<b>Report No:</b> 1366127499 <b>Sampled:</b> 12/1/2016 <b>Received:</b> 12/1/2016 <b>Analyzed:</b> 12/1/2016 <b>Reported:</b> 12/1/2016
Sample ID	Asbestos % Type(s)	Other Data % Non-Asbestos Fibers/ Other	Sample Description Location
01	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer Entrance Area by Stairs
A163361323			
01-A	No Asbestos Detected	2% Hair 98% Non-Fibrous Material	Grey Rough Layer
A16336132I			
02	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster- Finish Layer Kitchen Wall 1st Floor
A16336132A			
02-A	3% Chrysotile	5% Hair 92% Non-Fibrous Material	Grey Rough Layer
A16336132J			
03	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster - Finish Layer Kitchen Ceiling 1st Floor
A16336132B			
03-A	2% Chrysotile	98% Non-Fibrous Material	Grey Rough Layer
A16336132K			
03-B	No Asbestos Detected	100% Non-Fibrous Material	Grey Gypsum Board
A16336132L			
04	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 2nd Floor Bedroom Left
A16336132C			
04-A	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
A16336132M			
05	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster 2nd Floor Bedroom Right
A16336132D			
05-A	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
A16336132N			

Lab Manager: \_\_\_\_\_



Analyst: \_\_\_\_\_



The analyses above were performed in accordance with EPA Method 600/M-62/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).

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## Polarized Light Microscopy Analytical Report

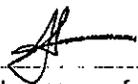
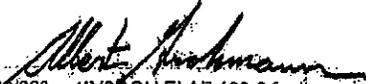
NJDEP #: 20045

Page 2 of 2

05-B A16336132O	No Asbestos Detected	15% Cellulose 85% Non-Fibrous Material	Tan/Off White Sheetrock
06 A16336132E	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster - Finish Layer 2nd Floor Ceiling
06-A A16336132P	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
07 A16336132F	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 3rd Floor Wall
07-A A16336132Q	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
08 A16336132G	No Asbestos Detected	100% Non-Fibrous Material	Wall Plaster - Finish Layer 3rd Floor Wall
08-A A16336132R	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer
08-B A16336132S	No Asbestos Detected	15% Cellulose 85% Non-Fibrous Material	Tan/Off White Sheetrock
09 A16336132H	No Asbestos Detected	100% Non-Fibrous Material	Ceiling Plaster - White Texture Layer 3rd Floor
09-A A16336132T	No Asbestos Detected	5% Hair 95% Non-Fibrous Material	Grey Rough Layer

**Essex County collected the sample(s) above.**

Detection Limit of Method is estimated to be > 1% Asbestos Using a Visual Area Estimation Technique

Lab Manager: Analyst: 

The analyses above were performed in accordance with EPA Method 600/M4/82/020 or NYSDOH ELAP 198.6 for the determination of asbestos in bulk building materials by polarized light microscopy (PLM). Please note that while PLM analysis is commonly performed on non-friable and fine grained materials such as floor tiles and dust, the EPA method recognizes that PLM is subject to limitations. In these situations, accurate results may only be obtainable through the use of more sophisticated and accurate techniques such as transmission electron microscopy (TEM) or X-ray diffraction (XRD).

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