

Exhibit “A”

Project Manual
For
BID
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS &
REPAIRS
PHASE I
66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052

Township of West Orange
66 Main Street
Essex County, New Jersey

Mayor
Robert D. Parisi

Town Council
Michelle Casalino Cindy Matute-Brown
Bill Rutherford Tammy Williams
Susan McCartney, President

Administrator
John K. Sayers (JOHN GROSS)

Township Engineer
Leonard Lepore, PE

Township Clerk
Karen J. Carnevale

HM Project # 7835
October 31, 2022



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Gary Musciano, RA, Architect
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**TOWNSHIP OF WEST ORANGE NOTICE
TO BIDDERS
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS
& REPAIRS
PHASE I
66 MAIN STREET, West Orange, New Jersey
For The Township of
West Orange**

Notice is hereby given that sealed bids will be received, opened and read in public by a Township Committee at 66 Main Street, West Orange, NJ 07052 on Tuesday, November 29, 2022 in the Council Chambers, Room 116 at 10AM Local Prevailing Time for Municipal Building, Interior Improvements & Repairs Phase I, located at 66 Main Street in the Township of West Orange, County of Essex. The major items of construction include, but not limited to the following: clean, fix & paint designated walls, provide new interior flooring/ wall base, repair/ replace ceiling tiles, replace all plumbing fixtures in private toilet rooms, remove all through window/wall mechanical units and all associated support/mounting & providing solid panels at windows & infill masonry wall opening at exterior walls, & providing window treatment.

The work shall be completed within 120 (One hundred & twenty) calendar days after the date of the "Notice to Proceed" in accordance with the contract.

Sealed proposals will also be accepted by hand delivery or certified mail if they are addressed exactly as follows:

Purchasing Agent
Township of West Orange
Municipal Building
66 Main Street
West Orange, NJ 07052
Attn: Bid Proposal
Interior Improvements & Repairs
Municipal Building – Phase I

Indicate the time and date of the receipt of bids and bear the name and address of the party submitting the proposal. All proposals submitted by mail or hand delivery must be received by 10:00 AM on Tuesday, November 29, 2022.

Plans, specifications and forms of bids for the proposed work, prepared by Herbst-Musciano LLC, Boonton, New Jersey have been filed in the office of said Municipal Engineer at 25 Lakeside Avenue, West Orange, New Jersey and may be inspected by prospective bidders during business hours on or after Monday, October 31, 2022.

Bidders will be furnished with a copy of the plans and specifications by the Municipal Engineer at 25 Lakeside Avenue, West Orange, New Jersey on proper notice and payment of a \$100 (One Hundred Dollars) nonrefundable cost of preparation fee.

A Pre-Bid Conference is scheduled for 11:00 A.M. Local Prevailing Time on Wednesday, November 9, 2022 at the West Orange Municipal Building, 66 Main Street, West Orange, New Jersey. All General Contractors and Suppliers are invited to attend. At this time, the Prospective Bidders will have the opportunity to examine the existing site conditions.

Bids must be enclosed in sealed envelopes, bearing the name and address of the bidder, the name of the job, the time and date designated for the receipt of bids, addressed to the Purchasing Agent of the Township of West Orange, and must be accompanied by a Non-Collusion Affidavit and a Certified Check

or Bid Bond for not less than ten percent (10%) of the amount bid, provided said check not be more than \$20,000 nor shall not be less than \$500 and delivered at the place on the hour named above. The Standard Proposal Form and Non-Collusion Affidavit are attached to the supplemental specifications, copies of which will be furnished on application to the Municipal Engineer.

The Township of West Orange reserves the right to waive any informalities and to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

The Township of West Orange reserves the right to reject any or all Bids, or to waive any Bid defect where such defect is not detrimental to the best interest of The Township of West Orange and fairness of the bidding process. The right is also reserved to increase the quantities specified in the manner designated in the Contract Documents.

ALL CONTRACTORS AND SUB-CONTRACTORS are required to be registered by the **New Jersey Department of Labor** at the time bids will be received by the Project Owner pursuant to the Public Works Contractor Registration Act (P.L. 2003, c. 91, N.J.S.A. 34:11-56.51). Effective September 1, 2004, ALL Contractors and Sub-Contractors are **also required** to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids will be received by the Project Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44). The Contractor and their sub-contractors shall provide the above certificates with the bid being submitted.

Bidders are required to comply with the requirements of P.L. 1975, c. 127. (NJAC 17:27) (Affirmative Action), of P.L. 1963, c. 150 (Prevailing Wages), and P.L. 1977, c. 33 (Disclosure Statement).

By the order of the Township Council of the Township of West Orange.

*Karen J. Carnevale,
Municipal Clerk*

B. INSTRUCTIONS TO BIDDERS INDEX

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INSTRUCTIONS TO BIDDERS

B-1 INVITATION TO BID

In accordance with the advertisement (Notice to Bidders), Proposals will be received for the performance of the Project, the designation of which is stated in the advertisement.

Bids are required on the items requested in the Proposal Form for the Project. The prices bid shall cover all costs of any nature, incident to or growing out of the work including the cost of all work, labor, materials, equipment, transportation, and all else necessary to perform and complete the Project in the manner and within the time required, all incidental expenses in connection therewith, all costs for loss by damage or destruction of the Project, for any additional expenses on account of unforeseen difficulties encountered, for settlement of damages and for replacement of damages and for replacement of defective work and materials.

Before submitting a Proposal, the Bidder shall be familiar with the Drawings, Specifications, and other documents that will form parts of the Contract.

B-2 CONTRACT DOCUMENTS

Copies of the Plans and Specifications and other proposed Contract Documents are on file and open to public inspection at the office of the West Orange Township, Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey and may be examined and obtained by properly qualified Contractors at this address on and after Monday, October 31, 2022 between the hours of 8:30 am and 4:30 pm, Monday through Friday, excluding legal holidays, upon a non-refundable payment of \$100.00. An additional \$10.00 non-refundable fee will be required in advance for all prospective Bidders requesting that the bidding documents be mailed. There is no additional charge should a prospective Bidder request the documents be forwarded by FedEx (using the Bidder's own account number).

B-3 WHERE TO SUBMIT BIDS

Sealed Proposals for the Municipal Building Interior Improvements & Repairs project will be received, opened and read in public by a Township Committee, at the Municipal Building, 66 Main Street, West Orange, NJ. If bids are mailed or delivered prior to bid opening, the bid shall be addressed exactly as follows:

Purchasing Agent
c/o Municipal Engineer
Township of West Orange,
Public Works Building
25 Lakeside Avenue
West Orange, NJ 07052 5313
Attn: Bid Proposal
Interior Improvements & Repairs -Municipal Building – Phase I

B-4 INFORMAL PROPOSALS

The Township may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all Proposals.

B-5 WITHDRAWING PROPOSALS

Proposals forwarded to the Township before the time of opening of Proposals may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that he is or represents the principal or principals involved in the Proposal.

Proposals may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of Bids.

B-6 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Architect at the address given in the Notice to Bidders (Advertisement) and to be given consideration must be received at least five (5) business days prior to the date fixed for the opening of Bids. Any and all such interpretations and any

supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed by certified mail, with return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purposes), no later than three (3) business days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under the Bid as submitted. All addenda so issued shall become part of the Contract Documents.

B-7 INSPECTION OF DOCUMENTS

The Bidder should thoroughly examine and familiarize himself with the Specifications and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, and the Township will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

B-8 ALTERNATIVE BIDS

No alternative Bids will be considered unless alternative Bids are specifically requested by the Technical Specifications and Bid Forms.

B-9 BIDDING PROCEDURE

Each Proposal will be made upon the prescribed forms furnished with the Specifications and will be accompanied by a Bidder's Certified or Cashier's Check drawn on a solvent bank, in the sum of ten percent (10%) of the amount bid but in no case in excess of Twenty Thousand Dollars (\$20,000.00) or in lieu of a Certified or Cashier's Check, a Bid Bond in the same amount prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a Surety Company approved by the Township of West Orange. Such checks or Bid Bonds will be made payable to the Township of West Orange and will be by it held as a guaranty that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said check or Bid Bond and the amount represented thereby will be retained by the aforesaid Township of West Orange as liquidated damages.

Proposals will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the Bidder, will be address to the Township of West Orange, and will be endorsed "Municipal Building Interior Improvements & Repairs – Phase I."

The Bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Payment Bond acceptable to the Township of West Orange, each in the amount of one hundred percent (100%) of the contract, in conformity with the requirements of the Contract Documents.

In accordance with the requirements of the State of New Jersey Affirmative Action Program, Bidders are required to comply with the requirements of P.L. 1975, C127.

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004c.57 (NJSA 52:32-44) and NJSA 40A:11-23.2, with their Bid.

Simultaneously with the submission of bids, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977. Bids will be REJECTED if they do not contain this disclosure statement.

B-10 ERRORS IN PROPOSALS

In the event of a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total bid submitted the correct sum shall govern. Amounts written in words shall govern over the amounts given in numerals.

B-11 ESTIMATED QUANTITIES

The Architect has estimated quantities, in each class, to cover the Contract requirements; however, it is usually expected that the amount finally paid will be different from those submitted for bidding. If a greater or lesser amount of the various classes given in the estimated amounts for bidding is required to complete the Work, the Contractor agrees to make no claim for the variation but will accept final payment on the actual amount of Work performed at his unit price bid.

B-12 BIDDERS TO EXAMINE SITE AND CONDITIONS

All Bidders or their representative(s) are required to visit the site of Work of this Contract and examine the means of access to the site. Bidders shall make all necessary investigations to become thoroughly informed as to the character and magnitude of all Work involved in the complete execution of the Contract, including facilities for delivery and handling of material, plant(s), if any, at site, and conditions and difficulties that will be encountered in the performance of the work specified herein. All examinations and investigations will be made prior to submission of Bids.

The Bidder is assumed to have fully informed them self of all the conditions to be found at the site of the Work, including all physical characteristics above, on and below the surface of the ground; to have examined the Drawings and Specifications; to have read and understood every section and clause of the Contract and all other matters which can in any way affect the Work under the Agreement. The Contractor agrees that he will make no claims for, or have any right to, damages or extension of time of completion of the Work because of misinterpretation or misunderstanding of the Contract, the Drawings and Specifications or because of lack of information.

B-13 SUBSURFACE CONDITIONS

It is the obligation of the Bidder to make his own investigation of subsurface conditions prior to submitting his Proposal. The Contractor agrees that he will make no claims against the Township if, in carrying out the Project, he finds that the actual conditions encountered, or the estimates of quantities shown on the Drawings or in the Proposal Form, based on said borings, test excavations, and other subsurface investigations or records do not conform to those indicated by said borings, test excavations, records or estimated quantities,

B-14 PUBLIC UTILITIES

The following utility companies are known to have facilities in the area of this Contract:

1. Verizon Communications
2. Public Service Electric & Gas
3. New Jersey American Water
4. Comcast Cablevision
5. Township of West Orange

The above list shall not be considered complete. It is the responsibility of the Contractor to contact NJ One-Call (800.272.1000) and, if necessary, all utility companies which may or may not have facilities within the area prior to construction, to verify subsurface utility locations, by certified mail with a copy to the Architect. Where doubt exists, N-Scope, test pits, etc., shall be employed to pinpoint the utilities.

B-15 BID DOCUMENTS

All Proposals will be accompanied by the following properly executed forms:

- a. Proposal Security (Bid Bond)
- b. Non-Collusion Affidavit
- c. Consent of Surety
- d. Disclosure Statement
- e. Acknowledgement of Principal
- f. Affirmative Action Affidavit
- g. Contractor's Experience Statement

- h. Equipment List
- i. List of Subcontractors
- j. Copy of Business Registration Certification
- k. Public Works Contractor Certification
- l. Political Contribution Disclosure
- m. Bid Document Submission Checklist
- n. Acknowledgment of Receipt of Changes to Bid Documents Form

Non-inclusion of the above documents may be cause for rejection of the Proposal by the Township.

B-16 REJECTION OF PROPOSALS

The Township reserves the right to reject any or all Proposals if:

- a. There are errors or omissions in the Proposal;
- b. Bidder is not qualified to perform the Work;
- c. Prices are obviously unbalanced;
- d. Competition obviously has been suppressed;
- e. Bidder has previously performed work for the Township or Architect in an unsatisfactory manner;
- f. There is evidence or indication of collusion or fraud;
- g. There are limitations or provisos to the Proposal;
- h. It is deemed advisable to do so in the interest of the Township.

More than one (1) Proposal from an individual, a firm or partnership or a corporation or association of principals under the same or different names, shall not be considered.

B-17 MODIFICATIONS OF PROPOSAL

Any Bidder may modify his Proposal by telegraphic communication or registered mail at any time prior to the scheduled closing time for receipt of Bids, provided such communications are received by the Township prior to the closing time, and, provided further, the Township is satisfied that a written confirmation of any telegraphic modification over the signature of the bidder was mailed prior to the closing time. The communications should not reveal the bid price but should provide the addition or subtraction or other modification so that the Township will not know the final price or terms until the sealed Bid is opened.

B-18 TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept and sealed. The Officer of the Township whose duty it is to open the Bids will decide when the specified time has arrived, and no Bid received thereafter will be considered.

B-19 OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Official of the Township so named above will open and publicly read aloud every Bid received within the time set for receiving Bids. Bidders and other interested persons may be present, in person or by representative.

B-20 BASIS OF CONTRACT AWARD

The Project has been prepared as a Base Bid. Bids will be received under these Specifications for the completion of the whole Work for the Base Bid. The correct total lump sum for the Base Bid will govern in the awarding of Contract. The Contractor must give separate prices per unit measure for each of the several, classes of work to be performed as given in the Estimate of Quantities. The sum of the estimated quantities multiplied by the prices per unit of measure should equal the lump sum bid. Proposals are requested on a unit price basis unless designated otherwise. The Bidder shall state in the Proposal Form the price per unit of measure of each scheduled item of Work, for which he will agree to carry out the Work as well as the total price for the performance of the Project as determined by multiplying each estimated quantity by the price per unit of measure bid therefore and adding together the resulting amounts.

The Township of West Orange will evaluate the total bid price based on available funds.

B-21 METHOD OF AWARD

Award, if made, will be to the lowest responsible Bidder whose Proposal complies in all respects with the requirements therein. Where alternate Bids are requested for more than one (1) method or type of construction, the decision as to the method or type to be adopted and constructed is expressly made to the Bidder whose total Bid for the entire Work of the type selected, as based upon the estimated quantities, is lowest, provided that the Bidder, in the opinion of the Township, is otherwise qualified to perform the Work. A Contract will not be awarded to a Bidder who has failed to bid on the alternate type of work or material covered in the Proposal.

The Township reserves the right to Award the Contract to One (1) Bidder based on the Base Bid, as appropriate to the best interest of the Township. Said winning Bidder shall be contracted to perform any, all, or none of proposed work at the discretion of the Township. The Contractor must give separate bid prices for each class of work to be performed as given in the Proposal.

The award will not bind the Township nor shall any Work be on account of the proposed Contract until the Contract has been fully executed, delivered and approved.

B-22 PROPOSAL SECURITY (BID BOND)

Each Proposal must be accompanied by a Bid Bond or a certified check drawn on a New Jersey Bank or Trust Company, in the amount of at least ten percent (10%) of the amount of the Bid, except that the amount need not exceed \$20,000.00.

Such proposal security will be returned to all except the three (3) lowest Bidders within five (5) working days after the opening of Bids; the remaining proposal security will be returned to the three (3) Lowest Bidders within three (3) working days after the Township and the successful Bidder have executed the Contract.

If no Contract has been executed within sixty (60) calendar days of the date of opening of Bids, then, upon demand of any Bidder, the Township shall return his proposal security, provided, however, that the Bidder making such demand has not been notified of the acceptance of his Proposal and, provided further, that an extension of time has not been agreed to in accordance with RS 40A:11-24.

Revised Bids submitted before the opening of Bids, whether hand delivered or forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Bond adjusted proportionately; otherwise the Bid will not be considered.

B-23 CONSENT OF SURETY

In addition to the proposal security, each Proposal must be accompanied by a statement, similar in form to that annexed to the Proposal, of a surety company authorized to do business in the State of New Jersey and acceptable to the Township, agreeing, in the event that the Bidder is awarded the Contract, to furnish a Performance Bond, in the form annexed hereto, of a face value of one hundred percent (100%) of the amount of the Proposal.

B-24 NON-COLLUSION AFFIDAVIT

Each Bidder shall execute and attach to his Bid an affidavit, in the form prescribed elsewhere in this Specification to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

B-25 QUALIFICATIONS OF BIDDERS

Bidders must be experienced in the kind of work required to be performed, have the equipment required, and/or have the means to secure it, and have sufficient capital to properly execute the Work within the time allowed.

The Contractor is to fully complete the "Bidder Qualification Form" and submit it with his Proposal.

Proposals received from Bidders who have previously failed to complete Contracts within the time scheduled therefore, or who have performed similar Work in an unsatisfactory manner, may be rejected.

If the Bidder has filed a Bidder Qualification Form of the type required within six (6) months of the date of receipt of Bids, he may meet the requirement of the Article by submitting, with his Bid, a statement describing any material changes in his financial standing since the date of his last submittal including a description of the status of any current contracts.

B-26 EQUIPMENT AND CONSTRUCTION METHODS

The Contractor shall provide an Equipment Certification with his Proposal listing the equipment he has available and proposes to provide and use on the Project.

The Contractor shall provide equipment of size, capacity, and operating characteristics suited to the close proximity of public and private improvements and features that are to be disturbed as little as possible, the size and depth of facilities to be installed, and the intense private use and occupancy of much of the route of the proposed Work. The Contractor shall use construction procedures and personnel suited to the conditions of the Project, and at all times use care and courtesy in dealing with residents and their property.

B-27 BIDDERS REFERRED TO LAWS

The attention of the Bidders is especially directed to the provisions of Federal, State, County and Municipal Laws, statutes and regulations that may apply to the Work, particularly with regard to obstruction of streets, maintaining of signals, storing and handling of hazardous materials, etc. Particular note is to be taken also of those provisions affecting the Contractor or his employees in the prosecution of the Work or his relation to any political subdivision or person. Contractor shall comply with all pertinent laws, statutes, ordinances and regulations.

B-28 NOTICE OF AWARD AND EXECUTION OF CONTRACT

The successful Bidder, when selected, will be notified by a personally hand delivered or registered letter, and within ten (10) calendar days after Notice of Award shall furnish and deliver to the Township the Surety Performance Bond, Certificates of Insurance and other necessary documents pertaining to the Contract. Upon approval of said documents, both copies of the Proposal Form will be dated and signed by the Township and one fully executed copy will be returned to the successful Bidder.

B-29 NOTICE TO PROCEED

Notice to Proceed shall be considered to be ten (10) calendar days after execution of Contract.

B-30 TIME FOR COMPLETION OF WORK

All Work stipulated in this Contract shall be completed within **90 calendar days** from the date of the Notice to Proceed and as described in the General Conditions. Contractor shall immediately begin coordination with applicable utilities relating to any requisite work.

B-31 FAILURE TO EXECUTE OR FURNISH DATA

The failure of the successful Bidder to execute and deliver the Contract, or furnish the required bonds or insurance certificates within the ten (10) calendar days after Notice of Award, or within such extended period as the Township may grant, shall constitute a default, and the Township may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the defaulting Bidder the difference between the amount of the Bid and the amount for which the Contract is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Township for a refund.

B-32 PERFORMANCE BOND

Upon delivery of the Contract, together with an estimated cost of the Work, the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of the Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the

contract documents, annexed hereto. The Surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Township.

The Surety bond or bonds provided shall not be released until final acceptance of the whole Work and then only if all liens or claims have been satisfied and any maintenance or guarantee bonds required have been executed and approved by the Township.

B-33 CERTIFICATE OF INSURANCE

The Contractor shall furnish certificates of both public liability and workers' compensation insurance satisfactory to the Township as to company and limits. A certificate endorsed by the company shall be furnished stating that said company would notify the Township thirty (30) calendar days in advance of any cancellation becoming effective.

B-34 STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or school District contract for the performance of any Work or the furnishing of any materials or supplies, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners who own a ten percent or greater interest therein.

B-35 WITHDRAWAL OF BID

This section outlines permission for the Bidder to withdraw a Bid due to a mistake in certain circumstances, pursuant to N.J.S.A 40A:11-23.3.

N.J.S.A 40A:11-23.3 authorizes a Bidder to request a withdrawal of a public works bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity or labor, material, or both, from the final bid computation.**

A Bidder claiming a mistake under N.J.S.A 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Township Clerk, 66 Main Street, West Orange, NJ 07052. The Bidder shall request withdrawal of a Bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the Bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact any or all Bidders, after Bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A 40A:11-23.3.

A Bidder's request to withdraw the Bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township of West Orange will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of Bids.

C. GENERAL INSTRUCTIONS & CONDITIONS

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GENERAL INSTRUCTIONS AND CONDITIONS

C-1 DEFINITIONS

In these Contract Documents, the following terms, abbreviations or pronouns are used; their intent and meaning shall be interpreted as follows:

ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation
Officials ACI	American Concrete Institute
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASA	American Standards Association
ASCE	American Society of Civil Architects
ASTM	American Society for Testing
Materials NEC	National Electric Code
NEMA	National Electric Manufacturers
Association NJDOT	New Jersey Department of
Transportation	
OSHA	Occupational Safety and Health
Administration	
LS	Lump Sum
EA	Each
LF	Linear Feet
CY	Cubic Yard
SF	Square Feet
SY	Square Yards

Bid

The Offer or Proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder

Any individual, firm or corporation submitting a Proposal for the Work contemplated, acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Township authorizing an addition, deletion or revision of the Work, or an adjustment of the Contract amount & Contract time.

Clerk

The Clerk of the governing body of the Township of West Orange

Consulting Architect

The construction documents for this project were developed by Herbst-Musciano, LLC, 611 Main Street, 2nd Floor, Boonton, N.J. 07005, (973) 538-3815, referred to herein as the Consulting Architects. In this document the term Consulting Architect shall mean Consulting Architect.

Contract

The Agreement covering the performance of the Work and the furnishing of materials in the construction of the Work. The Contract shall include the: "Proposal", "Contract Documents", "Drawings", "Specifications", "Performance Bond", and "Invitation to Bid"; also any and all supplemental agreements which reasonably could be required to complete the construction or the Work in a substantial and acceptable manner.

Contractor

Party of the second part to the Contract acting directly or through his agents or employees, and primarily liable for the acceptable performance of the Work, and for the payment of all debts pertaining to the Work.

Contract Documents

The Contract: Invitation to Bid; Proposal; Instructions to Bidders; General Instructions and Conditions; Special Provisions; Specifications, Standard and Supplementary Drawings; Addenda; and Modifications.

Architect

Whenever the word "Architect" is used in reference to the Work or any part thereof in these Specifications or the Contract, it shall be understood to apply and refer to the Township Engineer. The Architect shall be duly authorized to represent the Township in the execution of the Work covered by the Specification and Contract. The term "Architect" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Inspector

An authorized representative of the Township or the Consulting Architect assigned under the supervision of the Architect to the inspection of the Work.

Materials

All raw or prepared, and/or fabricated products entering into the finished Work.

Modification

Written amendment of the Contract documents signed by both parties; a change order; or a written clarification or interpretation issued by the Architect.

Owner

The Township of West Orange; the party of the first part of the Contract

Performance Bond

The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith to execute the Work in accordance with the terms and conditions of the Specifications and Contract.

Drawings

All plans or reproductions of Drawings furnished by the Architect pertaining to the construction of the Project or any portion thereof.

Project

The design or scheme used and set forth on the Drawings and to be carried out by the Specifications to complete the Work in a manner satisfactory to the Architect.

Proposal

The approved, prepared Form on which the Bidder will submit his prices for the Work contemplated.

Proposal Security

Also referred to as "Bid Bond" or "Bid Guaranty", the security designated in the Proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the Township if the Work is awarded to him.

Roadway

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches,

channels, waterways etc., necessary to its correct drainage.

Specifications

The directions, provisions, and requirements contained herein, together with all written agreements, made or to be made, pertaining to the method and manner or performing the Work, or the quantities and qualities of materials to be furnished under the Contract.

Structures

All bridges, culverts, inlets, manholes, walls, buildings and any other physical features which may be encountered in the Work and not classified herein.

Subcontractors

An individual firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Surety

The corporate body which is bound with and for the Contractor, who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

Work

Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project under the Contract documents, including the furnishing of all labor, materials, equipment, and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, and legal holidays observed by the Township, on which, in the sole opinion of the Architect, weather and working conditions permit the Contractor to make effective use during normal working hours, of not less than one-half of his normal current daily man-hours.

C-2 SCOPE OF WORK

The Contractor shall furnish all of the materials, labor, equipment, services, tools, and items of every kind and nature required for implied by, or appurtenant in any way, to provide a complete functioning Project as shown on the Drawings and as described in the Specifications for the Project in accordance with the requirements and provisions of the following documents which are hereby made a part of the Agreement:

1. Drawings prepared or furnished by the Consulting Architect
2. Specification documents including:
 - A. Notice to Bidders
 - B. Instructions to Bidders
 - C. General Instructions and Conditions
 - D. Special Provisions
 - E. Standard Specifications
 - F. Supplementary Specifications for State Aid Projects
 - G. Proposal and Supplemental Forms & Requirements
 - H. Appendix
3. All Addenda which may be issued.
4. Special Instructions and modifications issued by the Architect during construction.
5. All other Contract documents included herein and made a part thereof.

C-3 DRAWINGS AND SPECIFICATIONS

The Project shall be performed in accordance with the requirements of the Drawings and Specifications, or such modifications thereof as maybe made during the progress of the Work.

Drawings showing general outlines and details necessary for a comprehensive understanding of the Project form a part of the Contract and are on file at the office of the Architect. The Contractor will receive two (2) copies of these Drawings and Specifications, one of each shall be kept at the site of the Project. Additional copies may be purchased at the original Bid price contained in the Invitation to Bid.

On the Drawings, figured dimensions shall govern in the case of discrepancy, between the scale and figures. The Drawings and Specifications are intended to be complete, but if any deviations from the same are required by the exigencies of construction, they, in all cases, shall be determined by the Architect and authorized in writing. The Architect shall have the right to correct apparent errors or omissions in the Drawings and Specifications and to make such interpretations as he may deem necessary for the proper fulfillment of the intent of the Drawings and Specifications. Where doubt exists as to the meaning of the Drawings, Specifications or other matters relative to the proposed Work, the Architect shall interpret them and his decisions shall be final.

When reference is made herein to the bulletins, standards, specifications or the requirements of societies, associations, institutes or organizations as listed under DEFINITIONS. The requirements of the bulletins, standards, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.

C-4 CONTRACT DOCUMENTS

The Contract documents consist of the Contract, Notice to Bidders (Advertisement), Proposal, Instructions to Bidders, General Instructions and Conditions, Special Provisions, Standard Specifications, Supplementary Specifications, Drawings, Addenda and Modifications.

In the case of conflict between the various parts of the Contract Documents, the conflicts shall be interpreted; (a) to require the higher, in terms of quality of materials and workmanship, of the possible interpretations, and (b) in accordance with this sequence of precedence:

- Contract Agreement
- Addenda, Bulletins, change of Drawings
- Details
- Drawings
- Supplementary Specifications
- Special Provisions
- Standard Specifications
- General Instructions and Conditions
- Instructions to Bidders

In case of discrepancies between calculated and scaled dimensions on the details or Drawings, the calculated dimensions shall govern.

All Contract documents and copies thereof are furnished by the Township for use only on the Project herein described and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Township. They shall not be used in connection with any other Project.

C-5 INTENT OF CONTRACT DOCUMENTS

It is the intention of the Contract documents to describe a complete Project; to be constructed in accordance with, all the requirements therein notwithstanding that each and every item required may not be shown on the Drawings or mentioned in the Specifications. The Contract documents comprise the entire Agreement between the Township and the Contractor and may be amended or added to only as herein describe.

The Contract Documents are complementary; they are to be considered as one instrument; the intent is to make them explanatory one of the other. No sections thereof or any papers attached to or bound with the Contract Documents shall be detached as each one is a necessary part thereof.

C-6 TOWNSHIP TO FURNISH DRAWINGS AND SPECIFICATIONS

The Township will furnish or cause the Architect to furnish the Contractor with two (2) complete sets of Drawings (paper prints) and two (2) complete sets of other Contract Documents after the execution of the Contract Agreement. Additional sets of Drawings or Contract Documents will be furnished to the Contractor upon request, at the cost of reproduction.

When Drawings are revised or supplemental Drawings are prepared, two (2) copies of such revisions or supplement shall also be furnished the Contractor for inclusion with the previously issued Drawings.

C-7 CONTRACTOR TO REVIEW DRAWINGS AND SPECIFICATIONS

The Contractor shall be assumed to have reviewed all Drawings, Details, and schedules for conflicts or discrepancies. The Contractor shall notify the Architect of any and all conflicts or discrepancies therein for interpretation and correction and/or revision as necessary.

The Contractor will be deemed to have fully examined the Drawings and Contract documents during the preparation of his Proposal and to have been aware of and have made allowance therein for any such discrepancies; consequently, no additional compensation on account of any such discrepancy will be due the Contractor in excess of the amounts scheduled in his Proposal.

C-8 WORK TO BE PERFORMED

The Work of the Contract comprises the performance and completion of the Project, including the furnishing of all materials, equipment, transportation, labor, and all else necessary therefore and incidental thereto and final cleaning up, payment of all due obligations, and the replacement of any defective work or materials all as herein provided.

C-9 QUALITY OF WORK REQUIRED

Materials Required

All materials required for the Work, unless otherwise provided, shall be provided by the Contractor and shall be subject to the Architect's approval before and/or after delivery and before and/or after incorporation into the Work. Unless otherwise provided, all materials shall be new and, wherever possible, shall be manufactured or farm products of the United States.

All materials shall have been inspected, tested, and approved at their source and shall be certified as meeting the requirements of the specification for same. The costs of testing materials shall be borne by the Contractor.

Materials shall not be used until approved by the Architect. All materials which appear to be defective or unclean when received or which may become damaged while in storage, shall not be used in the Work, ever, though they have been previously accepted.

Workmanship Required

All workmanship shall be in every respect, in accordance with the best current practice. Only skilled craftsmen, fully qualified-in the various disciplines required, shall be used on the Work.

Equivalent Materials and Workmanship

Wherever in the Contract Documents a particular brand or make of materials is shown or specified by trade name or otherwise, such brand or make of materials is to be regarded as standard. If the Contractor wishes to furnish or use a proposed substitute, he will be required to show, to the satisfaction of the Architect, that the proposed substitute will perform adequately the duties required

by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. No substitute shall be used without the written permission of the Architect who shall be the sole judge of equality.

C-10 EQUIPMENT REQUIRED

All Bidders should familiarize themselves with the requirements herein regarding the equipment required for the proper execution of the Work. All equipment used shall, in the opinion of the Architect, be proper for the Work to be performed. No equipment that, because of its weight or dimensions, will cause damage to public or private property shall be allowed.

Good and sufficient equipment in proper working order shall be used to insure the completion of the Work and shall be operated so as not to do damage to public or private property. When a specific type of equipment is called for, it shall be provided and used. All equipment is subject to the approval of the Architect. The responsibility for damage done through the use of improper tools and equipment shall be borne by the Contractor.

C-11 PROGRESS SCHEDULE

At the time of the Pre-Construction Meeting, the Contractor shall submit a written statement of the methods of construction, which he proposes to adopt in order to complete the Project within the specified time limit. The statement shall include a detailed sequence of construction operations, rates of progress, completion dates, and the type amount, and delivery dates for all materials and equipment.

The purpose of this schedule is to insure that the Project proceeds in a timely and organized manner and that the Work will be coordinated with the Work performed by others under concurrent Contracts. This schedule, which shall be subject to the Architect's approval, shall be the basis of operations and the Contractor may not deviate from it without the permission of the Architect.

From time to time, this schedule may be amended as the Work progresses but such revisions shall be subject to the approval of the Architect and shall in no way relieve the Contractor of any responsibility under this Contract.

C-12 PRE-CONSTRUCTION MEETING

Prior to commencement of work by the Contractor, the Architect will hold a Pre-Construction meeting which shall be attended by the Contractor, representatives of the Township Public Works Department, and others which may be designated by the Architect.

C-13 COMMENCEMENT OF WORK

The Contractor shall begin work within five (5) calendar days after receipt of the Notice to Proceed, for each Award, but not until the following conditions have been met:

- a. The Contract has been fully executed and the required bonds and insurance certificates have been provided and approved by the Township;
- b. The Contractor has executed and returned the Notice to Proceed to the Township;
- c. The Contractor has provided the Township with a minimum of forty-eight (48) hours' notice concerning the time and place he intends to commence work; and
- d. The Contractor has received permission from the Township to commence work.

The place where the Work is to be started will be as stated elsewhere herein or will be designated on the ground by the Architect.

C-14 PROSECUTION OF THE WORK

The Contractor shall proceed with the Work in accordance with the approved progress schedule and shall continue without interruption in a diligent, consistent manner to completion.

The Work will be prosecuted from as many different points in such part or parts and at such times as

may be directed, and shall be conducted in such manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time set forth in the Contract. Should the prosecution of Work for any reason be discontinued by the Contractor with the consent of the Architect, he shall notify the Architect at least twenty-four (24) hours before again resuming operation.

Failure to prosecute the Work, without the permission of the Architect, for a period of ten (10) consecutive days will be considered an abandonment of the Contract. No claims for damages shall be made by the Contractor for any delay or hindrance from any cause whatsoever. When, in the opinion of the Architect, either the working force or the equipment are inadequate or insufficient to insure completion of the Work within the specified time, the Architect may order the Contractor to correct same, and the Contractor will comply with the order.

C-15 JOB MEETINGS

The Contractor, his Subcontractors, his material men, and suppliers whose presence is requested shall attend all job meetings called by the Architect upon forty-eight (48) hours' notice. Lack of attendance at any job meeting by any of the above shall be sufficient reason for the suspension of Work as herein provided. The proceedings of all job meetings shall be recorded by the Contractor who shall furnish copies of each attendee and as directed.

C-16 TIME FOR COMPLETION OF WORK

The Contractor shall complete all work on this Project within **90 calendar days** of the Notice to Proceed.

C-17 UNAVOIDABLE DELAYS/TIME EXTENSIONS

If the Contractor shall be delayed in the completion of his Work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to acts of God or of the public enemy, acts of neglect of the Township, quarantine restrictions, strikes, riots, civil commotion or freight embargos, the specified time for the completion of Work shall be extended by such time as shall be fixed by the Township. No such extension of time shall be deemed a waiver by the Township of its right to terminate the Contract for abandonment or delay by the Contractor as provided in the Contract, nor shall such extension be deemed to relieve the Contractor from full responsibility for performance of his obligations hereunder. Furthermore, the Contractor, shall have no right to, nor shall make any claim whatsoever for damages by reason of the delay.

C-18 NORMAL WORKING HOURS REQUIRED

Unless otherwise provided, the Contractor will be expected to accomplish all of the Work of this Project during normal working hours. No Work will be performed on Saturdays, Sundays, Legal Holidays, in excess of eight (8) hours or prior to 8:00 AM on any normal working day, without the permission of the Architect, except as necessary for the care and protection of Work already completed.

C-19 LIQUIDATED DAMAGES

The Contractor shall be liable to the Township for all expenses, losses or damages, as determined by the Architect, incurred in consequence of any defect, omission or mistake of the Contractor, his Subcontractors, agents or employees, or for the making good thereof. If the Contractor is permitted to finish the Work after the specified period of completion, the Township shall have full authority to and may deduct and retain from any payments due the Contractor the sum of three hundred dollars **(\$300.00)** for each calendar day thereafter that the Contract remains uncompleted, all as liquidated damages, and not as a penalty, to defray reasonable loss to the Township due to failure complete the Work in the stipulated time.

The said amount is fixed and agreed upon because of the practicality and extreme difficulty of fixing and ascertaining the actual damages the Township would in such event sustain, and said amount is agreed to be the amount of damages which the Township would sustain.

In addition to the forgoing, the Contractor shall and does hereby agree to pay to the Township all additional costs for inspection and Architecting for each and every working day that he is in default on time to complete the Work, and for time in excess of eight (8) hours per day on Saturdays, Sundays, or legal holidays.

The Township shall recover such liquidated damages and additional Architecting and inspection fees by deducting the amount thereof from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, the Contractor or his surety shall pay the amount due.

C-20 CONTRACTOR'S PERSONNEL

Contractor's Superintendence

The Contractor shall attend to the Work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever Work is in progress. Such a superintendent shall be satisfactory to the Architect and shall not be removed or replaced without due notice being given the Architect. The superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

Contractor's Employees

All workers must be competent and fully qualified in the type of Work to be performed. Any employee of the Contractor who is found by the Architect to be incompetent, or who is performing his work in an unsightly manner or contrary to the Specifications or the Architect's instructions, or who is disorderly, shall be removed from the Project and shall not be again employed on the Project without the Architect's consent.

Work Force to be Sufficient

The quality of superintendence and the number of workers employed on the Project shall, in the opinion of the Architect, be sufficient to complete the Project within the stipulated time. No progress payments due or becoming due during this Project shall be certified for payment for as long as any Contractor may be held in violation of the terms of this section.

Certain Employees Prohibited

Neither the Contractor nor any Subcontractor shall engage, on any basis, during the period of this Contract, any of the professional, technical or administrative personnel of the Township who are, or have been employed by the Township during the period of this Contract without the written consent of the Township.

C-21 CONTRACTOR'S WORKING FACILITIES

Working Site – Additional Rights-of-Way

Construction access to the proposed work and all Construction activity shall be confined to public property. If necessary, the Township will provide additional land, easements or right-of-way for the work within the limits designated on the Drawings. The Contractor shall not enter or occupy any land outside of the limits so designated on the Drawings without first obtaining the written consent of the property Owner(s). A copy of such written consent shall be filed with the Architect. Upon completion of the Work, including all cleanup and restoration, the Contractor shall obtain a written release from the Owners of all lands used, and file such release or releases with the Architect.

The Contractor shall inform himself of the rights-of-way provided as indicated on the Drawings. The Contractor shall make all necessary arrangements for additional rights-of-way required for his own purposes, such as for storage of equipment and material.

No further payment will be made for additional rights-of-way other than that included in the unit prices bid.

Temporary Utilities

The Contractor shall provide and maintain in a strictly sanitary manner, and at his own expenses, toilet facilities for himself and his workers, which shall be screened from public view. The location thereof and the method of waste disposal shall be subject to the approval of the Architect. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory conditions on all parts of the Work.

C-22 PREVAILING WAGES**Requirements of Law**

Attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes providing, as a condition of this Contract, the establishment of an eight-hour working day for laborers, workers, and mechanics, and requiring payment of prevailing rates of wages.

The Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments.

Wage Rate Determination on File

Copies of the Act cited above and of the New Jersey Department of Labor and Industry Wage Rate Determination for this Project are available at the Office of the Architect and may be inspected during regular business hours at the Office of the Municipal Clerk.

Wage Rates. A Condition of Contract

Bidders should familiarize themselves with the above-cited Act and the particular wage rate determination for this Project since they will be attached to and be a condition of the Contract to be executed for this Project.

In the event that it is determined that any workers employed by the Contractor or any Subcontractor covered by this Contract are paid less than the required wage rates, the Township may terminate the Contractor'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 prosecute the Work to completion or otherwise the Contractor and Sureties shall be liable to the Township for any excess costs occasioned thereto.

Prior to final acceptance of the Project by the Township, the Contractor shall file with the Architect a sworn written statement certifying to the amounts that are due or owing to any and all workers for wages due on account of this Project. The statements shall set forth the names of the persons whose wages are unpaid and amount due each.

C-23 SUBLETTING AND ASSIGNING CONTRACTS

The Contractor shall not sell, sublet, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or of the work provided therein, or his right, title or interest therein, to any third party without the written consent of the Township. The Contractor shall perform the Work with his own organization under his immediate control until the Work is completed and accepted by the Township, except for minority business utilization commitments. Subject to the written consent of the Township, Work may be sublet, but said consent shall be effective only after a Surety Performance Bond satisfactory to the Township has been furnished and delivered by the Subcontractor. Should a Subcontractor violate any of the terms of the Contract and/or Specifications, the Township may, at its option, end and terminate such Subcontract. The Subcontractor shall look only to the Contractor for the payment of any claims of any nature arising out of said Subcontract, and shall make no claim whatsoever against the Township for any Work performed, materials furnished or things done by reason of said Contract.

C-24 PERMITS TO BE SECURED BY CONTRACTOR

Contractor shall secure all permits, licenses, and bonds, and shall pay all necessary fees required in the prosecution of the Work. The Bidder shall fully inform himself as to the cost of all necessary permits, licenses, and bonds, and shall include this cost in the unit prices bid for the Work.

C-25 COOPERATION WITH OTHERS

Work of Other Contractors

The right is reserved to the Township to do work with its own employees or by other Contractors and to permit public utility companies and others to do work during and within the limits of or adjacent to the Project. The Contractor shall conduct his Work so as to cause as little interference with the work of such other Contractors as possible.

If any of the Work of the Contractor or his Subcontractors depends upon the proper execution of the Work by others, the Contractor will inspect the Work promptly, give notice to the Architect of any defects found in such Work that render it unsuitable in the performance of his Work. Failure of the Contractor to inspect and so notify the Architect shall constitute an acceptance by him, but not of the Township, of the Work as being fit and proper, and the Contractor shall be held liable for any defects that may develop in such work.

Requirements of Other Bodies

Certain work to be done incidental to this Contract may be required by persons, municipalities or bodies other than the Township. Drawings, Specifications or other available detail information, such as is in the possession of the Township, will be placed on file for the Bidder's reference.

All such file data, if any, is only for the guidance of the Contractor who may use such data at his own discretion. No responsibility is assumed by the Township, Architect or their agents, as to the completeness or accuracy of the data, or for the acceptance of the Work.

The Contractor shall be responsible for the approval and acceptance of Work that is to meet the requirements of persons, municipalities or bodies other than the Township. The Work may include, but shall not be restricted to, replacement of sidewalks, curbs, pavement or utilities, as well as other incidental work required to complete the Contract.

Disputes Concerning Non-Cooperation

It is agreed that, in the event of disputes arising as to possible or alleged interferences among various Contractors on the site of the Work, which in the opinion of the Architect, may retard the progress or adversely affect the quality of the Work, the Architect is vested with the authority to render a judgment of fault insofar as the interference, if any exists or is occasioned by the Contractor or by any of his Subcontractors or agents or by the Township. Such decisions of the Architect shall be binding and conclusive on any party to the Contract.

C-26 ADVERTISING REFERENCE AND PICTURES

The Contractor shall not make advertising reference to the Township and no photographs or pictures of this Project shall be made in any advertising done by or for the Contractor without written permission of the Township.

C-27 CONSTRUCTION PHOTOGRAPHS

Prior to commencing construction, the Contractor shall provide sufficient photographs, taken by an experienced commercial photographer, to show the conditions of the project site, including streets and right-of-way, with descriptions of the materials comprising the road surfaces, the planting of the right-of-way, and other pertinent details, as directed by the Architect.

Specific attention shall be given to existing curbing, sidewalks, improvements, driveways, lawn areas, and monuments. Photographs shall be taken of existing broken or disturbed curbing, sidewalks, driveways, improvements, plantings, lawn areas, and monuments in the vicinity of the proposed construction, in the Contract area prior to construction. Broken or disturbed curbing, sidewalks, driveways, lawn areas, improvements, plantings, and monuments in the vicinity, not so recorded by photographs before construction begins, shall be assumed to have been broken or disturbed by the Contractor and shall be replaced by him prior to final acceptance of the Work.

Color photographs taken by an experienced commercial photographer shall be provided by the Contractor showing the construction areas before Work begins, views indicating progress of the

Project and views taken after final restoration. All photographs shall be taken in color, be suitably mounted for binding, and be properly identified with the Contractor's name, direction of view, item or subject of photograph, project name, date of photograph, and photographer's name. All photographs shall be submitted in duplicate and shall be bound in a three (3) ring notebook with each book properly identified by a label on its cover indicating the Contract number, general location, date taken, and Township. At least eight (8) photographs shall be taken each month throughout the duration of the Contract.

C-28 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct his Work in such manner and sequence as will least inconvenience the public, impede access to public and private properties, disrupt operations of public and privately owned utilities and services, including fire protection.

The protection of persons and property, and the convenience of the public and of residents adjacent to the Work are of first importance and shall be provided for by the Contractor in an adequate manner satisfactory to the Architect.

All streets, intersections, sidewalks, parking areas, and all other publicly used portions of the Project are to be kept open overnight and on Fridays, Saturdays, and Sundays of each week unless written permission is granted by the Architect to do otherwise.

If required by construction operations, the Contractor may close roadways and drives between the hours of 8:00 am and 4:00 pm. The contractor is not permitted to close roadways and drives outside of these hours unless written authorization is received from both the Architect and the Traffic Safety Bureau. Property Owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Architect.

Suitable and safe temporary crossings shall be constructed and maintained as necessary where access to adjacent property is required. Fire hydrants shall be free of obstruction at all times and access provided for fire apparatus.

Materials and equipment stored on the site shall be placed so as to cause as little inconvenience to residents and the traveling public as is necessary. Roadways, sidewalks, gutters, and sewer inlets adjoining the work under construction, shall not be obstructed more than is absolutely necessary. The Contractor shall provide for prompt removal, from existing roadways, of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever, in the opinion of the Architect, the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

The Contractor shall employ construction methods and means that will keep flying dust to a minimum. He shall provide for the laying of calcium chloride whenever the public is affected by such dust. The materials and methods of dust control shall be subject to the approval of the Architect.

Emergencies

In emergencies affecting the safety of persons, public or private property or the Work of the Project, the Contractor, without specific instructions or authorization from the Architect or Township, is obligated to act, at his discretion, to prevent damage, injury or loss. He will give the Architect prompt written notice of any changes in the Work or deviations from the Contract documents caused by such action as he was obligated to take.

C-29 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall erect or place, and maintain in good condition: barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs, and subject to the Architect's

approval of working sites; closed roads; intersections; open excavations; locations of material storage; standing equipment and other obstructions; at points where the usable traffic width of the road is reduced; at points where traffic is deflected from its normal courses or lanes; and at other places of danger to vehicular or pedestrian traffic. Barricades and obstructions shall be illuminated and all lights for same shall be kept burning from sunset to sunrise.

The Contractor shall obtain the approval of the Architect and consent of all appropriate authorities having jurisdiction for any detours which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and the devices installation and maintenance of sign and traffic devices.

Access shall be maintained at all times for emergency vehicles, local traffic, and residents who shall be provided access upon completion of the normal workday. Open trenches shall be completely filled at the end of each day, or securely covered or barricaded for the safety of traffic and residents, as the Architect may require.

Uniformed Traffic Directors shall be provided by the Contractor. The Contractor shall coordinate work with the West Orange Police Department Administrative Offices to allow scheduling Traffic Directors from within the Township where the work is being performed.

Failure to provide adequate notice of cancellation to the Division of Traffic Safety will result in the Contractor being charged for said traffic directors at their published standard rates.

C-30 PROTECTION OF PROPERTY

The Contractor shall not enter upon or make use of private property without the written consent of the property owner, nor shall any lands be used by him except by special permission. The use of adjacent streets for storing of materials will not be permitted. The Contractor shall, without cost to the Township, shore up and protect, as may be necessary, all walls, fences or other property within the site of the project that may be injured during the progress of the Work.

The Contractor shall promptly restore or repair, at his own expense and to the satisfaction of the Township, property damaged or destroyed by the Contractor, his employees, agents or Subcontractors. If the Contractor fails to promptly complete such repairs or restoration, the Township may perform such repairs or restoration and the cost thereof will be deducted from any money due or to become due to the Contractor under this Contract; or the Township may deduct from any money due the Contractor, a sum sufficient to reimburse the Township of the property so damaged.

The Contractor shall preserve and protect from damage or replace in kind, all sheds and yard buildings, fences, walks, pavement, gravel drives, shrubs, trees, arid decorative perennial plantings and private improvements of all kinds and character. Only those trees specifically permitted by the Architect shall be cut down and removed; no damage to fibrous or other roots will be tolerated. All plantings, shrubs, sheds and other features shall be moved, preserved, and reset when possible and/or required.

Stumps or trees, shrubs or plantings of no value may be removed and disposed of as permitted or directed by the Architect. The local residents and the Township Shade Tree Director shall agree and certify in writing their permission or authorization for any stumps, trees, shrubs or plantings to be removed. The surface areas occupied by any and all such vegetation shall be restored with topsoil, fertilizer, and grass seed as described elsewhere herein.

All clearing, protection, preservation, and resetting, replacement, reconstruction or repair of surfaces and facilities not specifically listed as a pay item shall be paid under the items for site clearing as listed in the Proposal. All repair and restoration of surfaces, materials of any nature, and facilities of all types that may be damaged due to the Contractor's negligence, carelessness or improper activity shall be made good at the Contractor's sole expense.

Permanent seeding and planting of all types shall be done at the proper season and paid under Restoration and Clean Up and other items. Temporary seeding for erosion control will be paid for under the various items as described in that Section.

Note that all items to be removed and replanted or reset or replaced are not shown on the Drawings. All items of any nature are to be protected and/or replaced in kind except as noted or as directed or as agreed with the Resident Owner and confirmed to the Architect in writing. All such Work shall be done by the Contractor at no additional cost to the Township.

C-31 MAINTENANCE OF DRAINAGE

The Contractor shall provide all that is required for the removal and disposal of water from the trenches, excavations for structures/and other points of work. Groundwater shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until concrete has received its initial set. Adequate facilities, as approved by the Architect, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used, the Contractor shall obtain approval of the Drawings and equipment from the Architect. The Contractor shall provide and maintain acceptable ditches, flumes or pumping installations, as required, to care for water courses and sewerage facilities (natural or artificial) intercepted by his operation or structures.

In all cases where temporary pipes must be installed, or where sewage water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the Work, the Contractor shall furnish such pipes, pumps, and all other materials, equipment, and labor as are required to maintain continuity of service in the utilities affected.

The Contractor will be held responsible for flooding of adjacent properties from any of his operations and will be held liable for all claims due to flooding or other damage caused by the above operations.

C-32 INADEQUATE PRECAUTIONS BY CONTRACTOR

If the Architect and/or the Division of Traffic Safety deems the precautions taken by the Contractor concerning maintenance of traffic and protection of public safety and property to be inadequate, they may order additional protection and should the Contractor or his agent neglect to put up, provide or maintain such suitable protection as is required by these Specifications, the Architect or the authorities of the Township may immediately, and without notice to the Contractor, furnish materials and install and maintain such protection as is deemed necessary and the cost thereof shall be paid by the Contractor. All expense incurred for protective measures herein specified and for repairs and replacements, shall be borne by the Contractor.

C-33 USE OF COMPLETED SECTIONS OF THE WORK

The Architect may order completed or partially completed, but previously unused sections of the Work to be placed in operation prior to the acceptance of the entire Project. Unless otherwise provided herein, the maintenance of such sections of the Project shall be the responsibility of the Township, who shall also be responsible to the Contractor for any additional costs occasioned by such opening. The Architect shall, and is hereby agreed to have, the final authority in the determination of such additional costs. This section does not apply to reconstruction of existing facilities.

C-34 FINAL CLEANING UP

Before the final acceptance of the Work, the Contractor shall remove all the equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the Work, shall fill all depressions and water pockets on public or private property caused by his Work shall clean all drains, sewers, and ditches within and adjacent to the Work which have been obstructed by his operations, and shall leave the site and adjacent public

and private property, in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting the work. When required by the Architect to do so, the Contractor shall procure and submit to the Architect signed statements from affected Property Owners that he has fulfilled his obligations with regard to their respective properties.

C-35 MAINTENANCE PERIOD REQUIRED

The Contractor's attention is directed to the provisions hereinafter in the Contract Documents which require, unless otherwise provided, the maintenance of all work and materials furnished under this Contract, for a period of one (1) year after final completion construction of each Awarded Bid and acceptance of the Work with an extended Maintenance Bond period for pavement surfaces as set forth in C-36.

C-36 MAINTENANCE BOND

Unless otherwise specified, before Final Payment is made as herein provided, the Contractor shall furnish a Surety Corporation's Bond to the Township in a sum equal to:

- Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
- Thirty percent (30%) of final adjusted Contract amount if such amount be greater than \$25,000, but less than \$75,000, and;
- Ten percent (10%) of the final adjusted Contract amount if such amount be \$75,000 or more.

The Bond and surety corporation shall be satisfactory to the Township and the Bond shall remain in full force and effect for a period of one (1) year from the date of Township's final payment for the Contracted Work and shall provide that the Contractor and the Surety Guarantee will, replace for the period of one (1) year from the final payment for the Work, all Work performed and/or all materials furnished that was performed and/or were furnished according to the terms and performance requirements of the Contract documents deemed unsatisfactory by the Architect and will, make good any defects thereof which become apparent before the expiration of one (1) year. The Maintenance Bond period relative to pavement surfaces requires an extended Maintenance Bond period as set forth in C-57.

C-37 LAYING OUT THE WORK (AS APPLY)

Contractor to Establish Controls

The Contractor shall establish all bench marks and the position of base line control points on the site of the work. The Contractor shall be issued a copy of the survey from which the improvement plan was developed upon request.

Contractor to Provide Construction Stakes

From the established controls, the Contractor shall run all offset lines, set and drive stakes, set batter boards, and take all other measurements to lay out the Work in accordance with the intent of the Contract Drawings. This work is to be performed by a land surveyor licensed to practice in the State of New Jersey.

Architect to Check Contractor's Layout

After the Contractor has erected batter boards, or forms, and set line and elevations for the grading, paving or structures, the Architect shall check such work for obvious errors in alignment and grade and only upon approval of the Architect shall the Contractor proceed with permanent construction of the Work.

Contractor Responsible For Errors

Notwithstanding the Architect's responsibility to check the Contractor's layout of the Work for obvious errors or omissions, the basic responsibility for laying out the work remains the Contractor's and he shall be responsible to the Township for rectifying same or for the cost of rectifying any errors resulting from his layout of the work.

Contractor to Assist Architect

When requested by the Architect, the Contractor shall make available a competent person from his construction force to assist the Architect in any manner which may be necessary to check the grades and alignment as well as other features of the Work. No extra payment will be made for the services of such assistant, and payment for the assistance shall be deemed to be included in various unit prices of the Bid. Failure to comply with this provision shall be sufficient cause for the Architect to stop the Work on unchecked sections.

Contractor to Protect Control Points

The Contractor shall adequately protect all monuments, stakes, and marks set by the Consulting Architect. If they are disturbed or obliterated by the Contractor during the progress of the Work, they shall be replaced by the Architect at the Contractor's expense, and the amount thereof may be withheld from any payment due or becoming due. The Architect shall require five (5) days' notice prior to replacement.

C-38 MONUMENT STONES (AS APPLY)

If any existing monument stones, irons or stakes designating the lines of property, streets or highways are encountered, the Contractor shall not disturb them, except with the approval of the Architect. The Contractor shall furnish the necessary labor, when required, to remove any monument stone and to reset same, and he shall be held responsible for the loss of any such stone removed.

The re-establishment and resetting of any existing monument stones shall be done by a professional Land Surveyor licensed to practice in the State of New Jersey. Upon notification by the Architect, the Contractor shall promptly re-establish and/or reset any monument disturbed by his operations. All costs for the above work shall be borne by the Contractor and there shall be no separate payment by the Township. Furthermore, the Township shall consider itself damaged to the amount of two hundred fifty dollars (\$250.00) for each violation of this provision. The amount of the damage shall be deducted from any payments to be made on the Contract.

C-39 ARCHITECT'S STATUS DURING CONSTRUCTION

The Architect shall be the Township's representative during the construction period. All instructions of the Township to the Contractor shall be issued through the Architect.

The Architect shall make periodic visits to the site of the Work to observe the progress and quality of the executed Work to determine, in general, if the Work is proceeding according to the Contract Documents. The Architect shall not be required to make continuous or exhaustive on-site inspections nor shall he be responsible for construction means, methods, techniques sequences or procedures, or the safety precautions incidental thereto. On the basis of his on-site observations, the Architect shall keep the Township informed of the progress of the Work and will endeavor to guard the Township against defects and deficiencies in the completed Work.

C-40 ARCHITECT'S DECISIONS AND ORDERS**Work To Satisfy the Architect**

The Work provided for herein shall be performed under the general direction and to the entire satisfaction of the Architect, and his decision upon all questions relating to the quality and acceptability of the Work performed shall be final and binding.

Clarification and Interpretations (Post-Bid)

The Architect shall issue, with reasonable promptness, such written clarification or interpretations of the Drawings or Specifications as he may determine necessary for the proper execution of the Work. Such clarifications must be consistent with the overall intent of the Contract Documents and shall be binding upon all parties to the Contract.

Architect to Decide Payment Disputes

The Architect shall determine the amount and quality of the Work performed and of materials

furnished which are to be paid for under the Contract. Any such decision and his estimate shall be final and conclusive and such estimate, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract, or to the right of the Township to withhold amounts due.

C-41 INSPECTION AND TESTING PROCEDURES

Thorough Inspection Required

The Township contemplates and will require, and the Contractor agrees to, the most thorough possible inspection of the Work at all times by the Township, the Department of Public Works or their representatives. Such inspection shall include, but is not limited to, all labor performed and materials furnished, delivered or intended to be used in the Work and including their manufacture, fabrication, installation, and testing.

Access to the Work

The Contractor shall furnish the Architect with every reasonable facility for ascertaining whether or not the Work, as performed, is in accordance with the requirements and intent of the Contract Documents.

The Township or the Architect shall have the right to inspect all Work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished to the Architect, safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the Work is in progress.

When the Architect or his representative is in or about the premises mentioned above, in the course of his duties, he shall be deemed conclusively to be an invitee of the Contractor. If the Contractor be not the owner of the premises mentioned above, the Township thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries to the Architect or his representative due to negligence on the part of the Contractor or his agent.

Certificates of Manufacture

For raw or manufactured materials or products which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Architect with three (3) copies of certified records of physical, chemical, and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specifications. Where such a small quantity of material is required as to make physical tests or chemical analysis impractical, a certificate from the manufacturer stating the results of such test or analysis on similar materials which were concurrently produced, may, at the discretion of the Architect be considered as the basis for the acceptance of such materials.

Covering Uninspected Work

If any Work be buried, covered or otherwise concealed prior to inspection or otherwise contrary to the orders and direction of the Department of Public Works and such Work is not subject to testing and approval by any acceptable alternate method, it must, if required by the Architect, be uncovered for examination. Such uncovering and all, necessary restoration regardless of the final acceptability of the Work uncovered, shall be at the expense of the Contractor.

Uncovering Completed Work

The Architect may order the uncovering of any completed portion of the Work at any time prior to acceptance, regardless of the degree of inspection initially provided and regardless of any prior approvals. If, after examination, such uncovered Work is found to be in accordance with the Contract Documents, then all expenses involved in the uncovering, examination, testing, and restoration shall be borne by the Township. If such uncovered Work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the Work, shall be borne by the Contractor,

Inspectors

The Work shall be conducted under the general supervision of the Architect who may be assisted by such Inspectors as the Township may agree to employ.

Inspectors are stationed on the site of the Work to represent the Architect and to report to him concerning the progress of the Work and the quality of workmanship and materials being furnished and shall not be responsible for the safety practices of the Contractor which are dictated by the Contractor's choice of construction means, methods, techniques, sequences and procedures. Such Inspectors shall inform the Architect and the Contractor when it appears that Work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such inspection, if provided, shall not relieve the Contractor of his basic responsibility to furnish

Materials and perform Work in complete accordance with the requirements of the Contract Documents.

The Inspector is not authorized to revoke, alter, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

If disputes arise between the Inspector and the Contractor relating to the acceptability of the Work, the Inspector is authorized to reject the Work involved and to notify the Contractor that further Work on the portions of the Project involved is unauthorized and subject to non-payment until the question at issue can be referred to and decided by the Architect.

The Inspector shall perform certain tests to insure adequate construction, compliance with Specifications, and the suitability of construction materials and for any other reason it may deem necessary. The Contractor shall cooperate in making all tests and furnish the labor and equipment (i.e. small construction tools, wheel barrows, etc.) to assist the Architect and/or his representatives at the job site in performing the testing.

Ordering Materials

Before ordering materials, the Contractor shall obtain the Architect's approval or their acceptability. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Architect copies of all Purchase Orders as issued to his suppliers and must, within forty- eight (48) hours of receiving any shipments of materials, notify the Architect of the kind, quantity, proposed use, and storage place of such materials and must forward to the Architect copies of any shipping lists, invoices or delivery slips accompanying such deliveries.

Testing Materials

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregates, mixed and placed concrete, and similar materials, will be performed by the Architect or testing laboratories which will be approved by the Architect and selected and paid for by the Township. The preliminary testing of concrete mixtures and tests or analysis of the materials, samples to which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Township. The Contractor shall furnish all labor and material and otherwise make provisions for the collection and undisturbed storage of all samples of materials as required and directed by the Architect. The Township will furnish necessary sampling equipment and containers, and transport all samples from the site to the laboratory.

If the Architect orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Township will bear the reasonable costs of sampling, transportation, tests, and analysis if the material is found to be sound and conforming to the Specifications. The Contractor shall bear all costs, if found defective or not conforming to the Specifications.

C-42 BACKCHARGE FOR INSPECTION SERVICES

The Contractor shall be responsible for providing proper notification of the requirements for inspection services to the office of the Architect. Failure to do so or, where said notification has been made and an Inspector is scheduled for the Project whereby the Contractor does not comply with the advisement, back charges for lost time will be rendered. Payment for said back charges are to be paid directly to the Township by the Contractor. Failure to render such payment will result in a deduction from any monies becoming due the Contractor.

C-43 CONTROL OF THE WORK

Unauthorized or Defective Work

Any materials or Work unauthorized or found to be defective, or not in strict conformity with the requirements of the Drawings and Specifications or defaced or injured through the negligence of any Contractor or its Subcontractors or employees, or through actions of fire or the weather or any causes, shall be removed immediately and new materials or work substituted therefore without delays by the Contractor.

No previous inspection or partial payment shall be held as an acceptance of defective Work or materials or to relieve the Contractor from the obligation to furnish sound materials and to perform satisfactory work. The Architect is to be the final judge of the materials and Work furnished.

If the Architect deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value between such Work and that specified, together with a fair allowance for damage, shall be deducted from the Contract price.

Suspension of Work

The Architect shall have the authority to suspend the Work wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered necessary and not due to the failure on the part of the Contractor to carry out orders given, or perform any or all provisions of the Contract. If it should become necessary to stop work for such an indefinite period, the Contractor shall store all materials in such a that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the site, opening ditches, shoulder drains etc., and erect temporary structures where necessary. The Contractor may not suspend the Work without written authority.

During suspension of Work due to any cause whatsoever, when deemed necessary by the Architect, the entire Work under Contract or any section thereof shall be thrown open to use, and the Contractor shall place any such section in satisfactory condition for use without additional compensation. The Contractor shall be responsible for the satisfactory maintenance of any such section of Work thrown open to use prior to its final acceptance.

When Work is suspended as herein provided, payments for completed portions of the Work will be made as hereinafter provided for normal progress payments and a suitable extension of time for completing the suspended Work will be made. No compensation or allowance will be made on account of such suspension unless it be for more than fifteen (15) days.

Should the suspension exceed fifteen (15) days and should the Contractor have additional expenses on account thereof, he shall have the right to file with the Township a statement of such additional expense and if the Township deems such statement proper, the Contractor will be reimbursed therefore, provided:

- a. That the statement of additional expense is filed within fifteen (15) days of the conclusion of the period of suspension in question;
- b. That the statement of additional expense includes no charges occurring during the first fifteen (15) days of any suspension; and,

- c. That no charges are made by the Contractor for any Work be dismissed within twenty (20) days after such appointment or performed during the period of suspension.

If the period of suspension exceeds one year, the Township will, upon the written request of the Contractor, annul the Contract as hereinafter provided.

Annulment of Contract

When the Township deems it advisable in the interest of the Township, it may annul this Contract upon giving thirty (30) days written notice to the Contractor, and if not in default, payments will be made as provided for all Work done by him under the terms and conditions of this Contract up to the time of annulment. The Contractor shall be reimbursed by the Township for such expenditures as, in the judgment of the Township, are not otherwise provided for and as are required in preparing for and moving to and from the Work. It is understood however, that no payment shall be made for any claim for loss of anticipated profits.

The Contractor, if notified to do so by the Township, shall promptly remove any or all of his equipment and supplies from the site of the Project. Failing to do so, the Township shall have the right to remove any or all of his equipment and supplies from the site at the expense of the Contractor.

If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if a receiver or liquidator shall be appointed for the Contractor or for any of his property and any proceeding in connection therewith shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if the Contractor shall fail or refuse to regard laws and ordinances and such orders as may from time to time be given by the Architect with respect to the work; or if the Contractor shall assign or sublet the Work other than as herein specified or if the Contractor fails in doing the Work as specified; or fails to perform the Work with sufficient materials to ensure the prompt completion of said Work, or shall perform the Work unsuitably or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, the Township may, upon written certificate from the Architect and after two (2) days written notice to the Contractor from the Township of the fact of such delay, neglect or default on the part of the Contractor, have full power and authority, without violating the Contract to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the Township's opinion, shall be required for the completion of said Contract in an acceptable manner.

Should the Township so elect to take the prosecution or the Work out of the hands of the said Contractor, all rights, titles, and interest in and to the equipment and material owned by the Contractor and used in the execution of the Contract, shall be vested in the Township, and on Completion of the said Contract, the Township may dispose of the same in the manner that to it may be deemed to the best interest of the parties concerned. All costs and charges incurred by the Township, together with the costs of completing Work under this Contract, shall be deducted from the monies due or which may become due said Contractor.

In case the expense so incurred by the Township shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and his Surety shall be liable and shall pay to the Township the amount of said excess.

Contractor's Right to Stop Work or Terminate Control

If the Work should be stopped under an order of any court, or any other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Architect should fail to issue any estimate for payment within thirty (30) days after it is due, or if the Township should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Architect or awarded by arbitrators, the Contractor may, upon seven (7) days written notice to the Township and the Architect, stop work or terminate this Contract and recover from the Township payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

Default of Contract

When in the opinion of the Architect, the Work or any part thereof has been abandoned, is unnecessarily delayed, or cannot be completed by the Contractor at the rate of progress or within the time specified, or the Contractor is willfully violating any of the covenants of this Contract or is carrying it out in bad faith, then the Architect may so certify in writing to the Township and the Township may declare the Contractor in default of the Contract and notify him to discontinue the Project. The Township may then call upon the Surety to complete the Project, or may complete it by other means, as the Township may elect. The Township may take over and use materials and equipment on the site of the Project at the time of default and may procure other materials and equipment and all else necessary for the completion of the project.

The Township shall recover, the cost of finishing the Project by deducting the amount thereof from any monies due or which may be due that Contractor under his Contract, and when such monies are insufficient to pay said cost the amount of said cost in excess of such monies shall be paid by the Contractor or the Surety.

Legal Address of Contractor

Both the address given in the Proposal upon which this Contract is founded and the Contractor's office at or near the site of the Work, are hereby designated as places to either of which notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above-named places, or depositing in a postpaid wrapper directed to either such place, in any post office box regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Township. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

C-44 CONTRACT CHANGES

Claim for Additional Compensation

The Contractor shall notify the Architect, in writing, of intention to make claim for additional compensation for Work required or materials to be furnished that, in his opinion, are not covered in the Contract, Change Order or Supplementary Agreement prior to performing Work required and/or furnishing said or materials. No Work shall begin or materials furnished until the Contractor is authorized, in writing, by the Architect to do so. If such authorization is not given and the Architect be not afforded proper facilities for keeping account of the actual cost to the Contractor of such Work and materials, then the Contractor shall agree, and hereby does agree, to waive the claim for such additional compensation.

Supplementary Agreements

If it is found necessary to have any Work executed beyond which is covered by the items of Work in the Contract, the Contractor hereby agrees to execute the same in as diligent a manner as followed in the execution of the Work under the original Contract. The Architect will have the right to enforce any provisions under the Contract in the execution of said Work.

The amount of compensation to be paid to the Contractor for any Supplementary Work, as so

classified and ordered shall be determined by any of four methods as approved by the Township as follows:

1. By such applicable combination of Contract unit prices, if any, as are set forth in the Contract and may be used to describe the Work performed; or
2. If no combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the Township and the Contractor; or
3. If the Supplementary Work is performed by Subcontract and the amount of such Subcontract be verified as reasonable by the Architect, then the Contractor shall be paid the amount of such Subcontract as full compensation; or
4. If no such unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum and the Work is not performed by Subcontract, then the Contractor shall receive the true necessary cost to him, including Worker's Compensation, Public Liability, Unemployment and Social Security Insurance but exclusive of administration, general superintendence and profit, as determined by the Architect, plus twenty percent (20%) of said necessary cost, which said twenty percent (20%) shall be considered as covering administration, general superintendence, profit, and all other expenses not included in the net cost, and the Architect's determination and certificate of such cost when approved by the Township shall be binding and conclusive on the Contractor, and the Architect shall be deemed the Arbiter to determine the cost of such Work. It is understood that before any Work is started or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the Work, and the number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the Work shall be mutually agreed to by the Contractor and the Architect; the Contractor shall make no changes in the labor, materials equipment, supplies, and appurtenances without prior written approval of the Architect. Prices paid by the Contractor shall be at current local rates and payment to the Contractor will be made by the Township at the current local rates or prices mutually agreed to by the Architect and the Contractor.

All components of cost, Work performed, equipment, material, and labor furnished, shall be reported on daily sheets, and the Contractor shall be paid on the basis of the daily reports signed by the Architect or his designee.

UNDER NO CIRCUMSTANCES SHALL WORK BE HALTED FOR A LACK OF AGREEMENT RELATIVE TO PRICE. NO EXTRA WORK SHALL BE PAID FOR UNLESS ORDERED IN WRITING BY THE ARCHITECT.

Change Orders

Before payment is made for any Additional or Supplementary Work or before any final payment certificate is submitted, the Architect will prepare a Change Order for any such changes in quantities, additional items or other alterations in the requirements or the Contract Documents. He shall also prepare a Reduction Order if any quantities have been omitted.

These Change Orders shall be written, shall carry a statement or recommendation over the signature of the Architect and shall be executed by the Contractor and the Township. These Orders shall be combined with the original Contract and the final estimate shall be in accord with this combination.

Supplementary Drawings

Drawings may be issued by the Architect, to the Contractor from time to time, where the Drawings require supplementing, to explain the Work more fully or to show additions or changes which have been ordered by the Township. These Supplementary Drawings shall have the same force and effect as any other Contract documents.

Extension of Time

Extension of time may be granted by the Township on account of some unusual difficulty, accident or other good and sufficient cause, and by so doing the Township may waive the right to deduct from any subsequent estimates, during the period of any such allowed extension of time, the liquidated damages already provided for, but in any and all such cases of extension of time, the Contractor shall be liable to the Township for all wages and expenses which the Township must pay for the inspection of the Work or material after the date herein set forth in the completion of the Work, except when such extension of time is required by a duly issued Change Order increasing the quantity of Work to be performed. All requests from the Contractor for extension of time must be accompanied by the approval of the Surety Company bondsmen.

C-45 SHOP AND SETTING DRAWINGS

The Contractor shall submit with such promptness as to cause no delay in his Work or that of any other Contractor, six (6) copies, plus one (1) for each other interested Contractor or Supplier of all shop or setting drawings, details, and schedules required for the Work. The Consulting Architect will make proper distribution of all Drawings as directed by the Architect.

The Architect's approval of Shop or Setting Drawings shall only be construed to apply to general layout and conformations to the design concept of the Project and for compliance with the general requirements of the Contract Documents. The responsibility for any deviations from the requirements of the Contract Documents must remain the Contractor's unless he has, in writing, specifically called the Architect's attention to such deviations at the time of submission and has received the Architect's written approval of such deviations.

C-46 PUBLIC UTILITIES AND SUBSURFACE STRUCTURES

Available information as to the location of existing subsurface structures and utilities has been collected from various sources. The results of such investigations, shown on the Contract Drawings, are not guaranteed as to accuracy.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities, and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the Work. The Contractor shall make all necessary supplemental investigations and shall have no claims for damages due to subsurface structures or utilities encountered in locations other than shown on the Contract Drawings.

The Contractor is required to notify, in writing, any Utility Owners involved as to the nature and scope of the Project and of his operations that may affect their facilities. The Architect shall receive two (2) copies of such notices. The term "Public Utility" used in these Specifications shall be construed to mean those publicly or privately owned. When utility facilities are damaged by the Contractor, notification should be given to the utility owners, who may cause him to repair the damage or may cause its repair by others at the Contractor's expense. If the cost thereof has not been paid by the Contractor within thirty (30) days after billing, the Township upon application of the owner of the utility or their designated representative may retain an amount sufficient to cover the cost from any monies due or that become due the Contractor.

The Contractor shall at his own expense, support and secure from damage any utility structure within the site of the Project, and shall not remove any utility without the consent of the Township. He shall be responsible for any damage to hydrants or water mains. House connections damaged by the Contractor shall be repaired by licensed plumbers at the Contractor's expense. Flow in sewers and drains shall be maintained at all times.

All basin heads, monument boxes, manhole frames and heads, valve boxes and other similar fixtures on the line of the Work must be reset by the Contractor to the established grade and in a workmanlike manner. This Work is considered to fall within the scope of the Project. All costs for same are to be

included in the unit prices of the Proposal and no additional compensation will be given for this Work.

Permits and Licenses

The Contractor shall obtain all required permits and licenses and pay all charges and fees necessary for same. He shall give all notices necessary and incident to the due and lawful prosecution of the Work.

He shall apply for a permit to use water from hydrants or other outlets and the use of water shall be subject to the charges, rules, and regulations of the Utility. The Contractor shall be responsible for any damage to hydrants, water mains, house connections sprinklers or meters.

C-47 RESPONSIBILITY OF CONTRACTOR

Responsibility for Work

The Contractor is responsible for all damages due to his operations; to all parts of the Work; and to all adjoining property until the Work is accepted and final payment is made. The Contractor shall protect the Township and the Architect from all suits, actions, damages and costs of every nature and description resulting from the Work of this Contract. The Contractor is responsible for the protection of all finished Work until the Project is accepted and final payment is made.

If at any time after final acceptance by the Township, it should be discovered that the Work was not constructed to the standard established by the Architect; or that the materials used or the Work performed were not in accordance with the Drawings and Specifications, the Contractor shall be held as fully liable as though such defect or condition had occurred or been discovered before such acceptance.

Contractor Assumes Absolute Liability

The liability of the Contractor hereunder, for all injuries to persons or damages to persons or damages to property, is absolute and is not dependent upon any question of negligence on his part or on the part of his or its agents, servants or employees, and neither the approval of the Architect of the methods of doing the work, nor the failure of the Architect to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Architect to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall excuse the Contractor in case of any such injury to persons or damages to property.

C-48 INDEMNIFICATION OF TOWNSHIP

The Contractor shall indemnify and hold harmless the Township from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs, and expenses, (including without limitations reasonable attorney's fees, investigation expenses, court costs, interest and penalties) arising out of, or in connection with, any claim for damages by any person or entity, as a result of:

- (i) the Contractor's performing its obligations under the Contract, doing or safeguarding any Work, furnishing or delivering any machinery, tools, parts, equipment, supplies or materials, or selecting or installing any materials, appliances or implements used in construction; or
- (ii) any act or omission of the Contractor, or his or its agents, servants or employees, that results in a claim for infringement of patent, trademark, or copyright, or for violation of any law, ordinance, regulation, order or judgment; except this provision shall not apply to any such claim for damages that results from the sole negligence of the Township.

The whole, or so much of the monies due under and by virtue of the Contract as shall be considered necessary by the Township may, at its option, be retained by the Township until all suits or claims or demands for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the Township.

C-49 CONTRACTOR'S INSURANCE

Certificates of Liability and Workers' Compensation Insurance satisfactory to the Township shall be filed with the Township.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Township, the Architect, the Consulting Architect and their agents from any and all liability of whatever nature arising from the Work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Contractor shall state specifically that the above indemnification is guaranteed by the Policy.

The minimum amounts of insurance to be carried by the Contractor shall be as follows:

- Workers' Compensation and Employee's liability Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workers' Compensation and employer's Liability Insurance for all employees employed in connection with the Work, and in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance. Employer's Liability Insurance shall have limits of not less than

\$500,000 per accident, or for disease \$100,000 per claim. Public Personal Injury Liability and Property Damage Liability including contingent liability and Contractual liability:

One person in any one occurrence	\$1,000,000.00
Two or more persons in any one occurrence	\$2,000,000.00
Aggregate property damage limit	\$ 500,000.00
Property damage in any accident	\$ 250,000.00

Automobile Liability Insurance:

One person in any one accident	\$1,000,000.00
Two or more persons in any one accident	\$2,000,000.00
Property damage in any accident	\$ 250,000.00

Property damage insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, structures, etc., and further to cover explosion damage and damage due to collapse.

The policies shall remain in force until all Work has been completed. The Contractor shall ascertain the cost to him of all the required insurance policies before submitting his Bid. All policies shall be endorsed to provide both the Township and the Architect with thirty (30) days written notice in advance of any changes or cancellations which modify the coverage provided. In the event the Contractor shall carry blanket Liability Insurance coverage, compliance with the foregoing requirements shall be met by furnishing of an endorsement or rider to say blanket Liability Insurance policy naming the Township as a co-insured for the Work involved, hereunder, provided the limits of said blanket Liability Insurance policy shall comply with the amounts outlined above.

The policies and/or endorsements herein required must be submitted to the Township in duplicate at least five (5) days prior to beginning any Work under the terms of the Contract.

C-50 CHATTEL MORTGAGES

No materials or supplies, for the Work, shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

C-51 RIGHT OF PROPERTY IN MATERIALS

Nothing in these Specifications or in the Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the Work, but all such materials shall upon being so attached or affixed, become the property of the Township.

C-52 PATENTS, ROYALTIES AND LICENSES

As part of his obligation, hereunder and without any additional compensation, the Contractor shall pay for all patent fees, licenses or royalties required with respect to the Work, and will fully indemnify the Township for any loss on account of infringement of any patent rights unless, prior to his use on the Work of a particular process or a product of a particular manufacturer, he notifies the Township in writing that such process or product is an infringement of a patent.

C-53 CLAIMS AND PROTECTS

If the Contractor considers any Work required of him to be outside the requirements of the Contract or considers any record or ruling of the Inspectors or Architect as unfair, he shall ask for a written instruction or decision immediately and should then file a written protest with the Township against the same within five (5) days thereafter or he shall be considered as having accepted the record or ruling, and shall, therefore, forfeit any claim to future compensation in any form on account of such order or decision.

C-54 PAYMENTS TO CONTRACTOR**Before and During Construction**

All dimensions shall be obtained or verified by the Contractor for accommodation of equipment and/or materials furnished by the Township and/or the Contractor and installed by the Contractor. Dimensions on the Drawings indicate nominal sizes under ideal conditions and shall not under any circumstances be so construed as to relieve the Contractor of the responsibility of taking measurements in the field and furnishing material of the correct dimensions.

Scope of Payments

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, parts, supplies, and equipment and for performing and maintaining all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, until its final acceptance by the Township after duration of the Maintenance Period, and for all risks of every description connected with prosecution and maintenance of the Work, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for any infringement of patent, trademark or copyright and for completing the Work and the whole thereof, in an acceptable manner according to the Drawings and Specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or degree, prejudice or affect the obligation of the Contractor at his own cost and expense, to repair, correct, renew or replace any defects and imperfections or damages discovered on or before final inspection and acceptance of the Work or during or after the Maintenance Period, and of which defects, imperfections or damages the Architect shall be the judge, and the said Contractor shall be liable to the Township for failure to do so.

Payments

Payment will be made for the actual Work done under each item scheduled in the Proposal. Monthly invoices should be made of the approximate Work done and materials, built into the Project, percentages of the amount due, in accordance with the Contract, including that for extra work, according to the monthly invoices, will be approved for payment within Thirty (30) days following said approval. Thereafter, payments will be made in like manner monthly until the Work is completed.

When the Work is completed and accepted by the Township, a final, certificate of the cost of the

Work will be made by the Architect based upon the actual Work done, and when the final invoice is approved, the money due the Contractor for the performance of the Work, after deduction of all previous payments, will be paid, provided however, that all claims have been fully satisfied.

If specifically contained within the Contract between the Township and Contractor, the Township may provide, in the monthly progress payments, payment with respect to all materials stored at secured locations, subject to approval by the Architect, which are suitable for use in the execution of the Contract Agreement, if the person providing the materials furnished releases of liens and invoices for the materials at the time each estimate of Work is submitted for payment. The total of all the partial payments shall not exceed seventy five percent (75%) of the cost of the materials until, such time as the materials become an integral, part of the Project. Until such time as final acceptance of the Project, the Contractor shall maintain, be responsible for and assume full liability for damages, destruction, theft, etc., of all materials furnished, supplied, and stored on site.

The Contractor, before receipt of any certificate calling for payment, shall furnish the Architect with satisfactory evidence that all persons who have done work or furnished material for this Contract or who have sustained damage or injury by reason of any act, omission or carelessness on his part or his agents in the prosecution of the Work have been duly paid or so secured that no liability of any kind or character can attach to the Architect or the Township on account of any such claim.

The Architect shall not be required to prepare or process for payment any current progress estimate whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract amount, whichever sum is the lesser.

Negotiable Bearer Bonds

In Contracts having a total cost in excess of \$100,000.00, Contractor may agree to the withholding of payments in the manner prescribed below or may deposit with the Contracting unit negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to 10 percent (10%) of the amount due on each partial payment, or as provided by the Contractor. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Township. For the purposes of this section, value shall mean par value or current market value, whichever is lower.

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited and any interest accruing on such bonds or notes, shall be returned to the Contractor upon fulfillment of the terms of the Contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the Contracting unit.

Project Cash Retainage

In accordance with New Jersey Law, Chapter 152; the cash retainage being withheld from partial payments pending completion of the Contract, will be two (2%) percent on any amount due on each partial improvement.

The Contractor shall be permitted to deposit with the Township negotiable bearer bonds of the State of New Jersey or negotiable bearer bonds of a political subdivision of the State, all subject to the approval of the Township. Where monies, are withheld, the funds will be deposited in a banking institution or savings and loan association. Any interest accruing thereon or the bonds or notes shall be returned to the Contractor upon fulfillment of the terms of the Contract. The Township shall pay to the Contractor on a monthly basis the balance not retained as aforesaid, except that payments may be withheld at any time if the Work is not proceeding in accordance with the Contract.

Withholding Payments

The Architect may withhold, or on account of subsequently discovered evidence, nullify the whole or part of the certificate for payment to such extent as may be necessary to protect the Township from losses on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of any Contractor to make payments promptly to Subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When all the above grounds are removed, certificates will at once be issued for amounts withheld because of them.

Conditions of Acceptance

The Contractor shall notify the Architect when the Project is completed. If the Project is not acceptable to the Architect, he will advise the Contractor as to the particular defects to be remedied before final acceptance will be made.

The whole Work must be furnished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole Work put in the condition as herein specified before acceptance.

This section is not to be construed to prevent the Township from entering upon and using the whole or any portion of the Project which may be in condition for use at any time prior to the final acceptance by the Township and such privilege is hereby given. The final inspection and acceptance will be made by the Township when the Project is completed.

Payments made to the Contractor before final acceptance does not commit the Township to acceptance of the Work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Township a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Architect to indemnify the Township against any lien. If any lien remains unsatisfied after all, payments are made, the Contractor shall refund to the Township all, monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

C-55 ACCEPTANCE OF PAYMENT NOT A WAIVER

Neither the acceptance by the Township, nor any of their employees, nor any order, measurement or certificate of the Architect, nor any order by the Township for payment of money, nor any payment for nor acceptance of the whole or any part of the Work by the Township, nor any extension of time, nor any possession taken by the Township or employees thereof shall operate as a waiver of any portion of this Contract or any powers herein reserved to the Township, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative that is, in addition to each and every remedy herein provided.

C-56 FINAL PAYMENT TERMINATES TOWNSHIP'S LIABILITY

No person, firm or corporation other than the signer of this Contract as Contractor now has any interest hereunder, no claim shall be made or be valid and neither the Township nor any of his agents shall be liable for or be held to pay any money except as provided in this Contract. The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Township

and its agents.

C-57 SURFACE GUARANTY

~~Unless otherwise provided, the Contractor's responsibility for all pavement surface repairs shall be extended beyond the normal one (1) year Maintenance Period set forth in the Section under MAINTENANCE BOND to a period of two (2) years beyond the normal one (1) year period of maintenance for a total surface repair period of three (3) years. During the latter two (2) years of this period, the Township will require a Maintenance Bond, of a satisfactory form, in the sum of five percent (5%) of the final adjusted Contract amount to cover any necessary surface repairs within the limits of the Contract.~~

C-58 AFFIRMATIVE ACTION REQUIREMENTS

Pursuant to: N.J.S.A. 10:5-31 et.seq. and N.J.A.C. 17:27

http://www.state.nj.us/treasury/contract_compliance/index.shtml

See Section I (Appendix)

D. SPECIAL PROVISIONS
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SPECIAL PROVISIONS

D-1 SCOPE OF WORK

The Work under this Contract includes interior & exterior improvements; removal and replacement of existing windows, repair and all related improvements at Municipal Building in the Township of West Orange:

Base Bid – Phase I:

Municipal Building Interior Improvements & Repairs

The special tasks required to complete the Building Renovations are listed below and include, but are not limited to, the following:

- Interior Work: Carpentry, Drywall and Finishes
- Provide New Flooring/Wall Base Finishes
- Repair/New Ceiling Grid System/Replace Ceiling Tiles
- New Plumbing Fixtures
- Remove through window/wall mechanical units and all associated support/mounting & provide solid panels to match windows & infill masonry wall opening to match.
- Window Treatment
- All other Work of any type or description necessary for the completion of the Project, whether or not specifically shown on the Plans or Specifications herein.

D-2 PROJECT DRAWINGS

Drawings outlining the limits of the Project and Construction Details have been prepared by the Consulting Architect and are included among the Contract Documents.

D-3 ADJUSTMENTS AND CHANGES

All adjustments of quantities, Contract changes and change orders shall be made in accordance with N.J.A.C. 5:30-14.4. The Contractor shall familiarize himself with these regulations copies of which are available in the office of the Architect.

Provisions of these Contract documents which conflict with the contents of N.J.A.C. 5:30-14.4 are null and void only to the extent of such conflict.

D-4 SITE CONDITIONS

The Contractor, by the submission of a Bid, acknowledges as follows:

- that he has satisfied himself as to the nature and location of the Work;
- the general conditions, including, but not limited to, those bearing on the accessibility, transportation, disposal, handling and storage of materials, the availability labor, water supplies, materials, power and roads;
- confirmation and conditions of ground, the surface or subsurface materials, conditions and obstacles and the character of the equipment and facilities needed prior to and during prosecution of the Work.

Any failure of the Contractor to acquaint himself with any and all factors bearing on the Project will not relieve him from the responsibility of estimating properly the difficult and cost of successfully performing the work under the terms of the Contract and the unit, or lump sum prices bid in the Proposal.

D-5 MOBILIZATION

The successful Bidder shall be in a position to mobilize immediately and shall start construction at the direction of the Architect in accordance with B-29 (Notice to Proceed). There shall be no additional payment for remobilization or increase in Unit Prices to perform additional Work during the Contract period or prior to final acceptance of the Project.

D-6 LIMITATION OR POSTPONEMENT OF WORK

The Township of West Orange shall have the authority to limit or postpone any Work being performed under this Contract if such limitations or postponements are in the best interest of the Township of West Orange. The Contractor shall make no claim for any delays resulting from the limitations or postponements of work by the Township of West Orange.

D-7 PREVAILING WAGES

Note the following with regard to **Section C-22** of the General Instructions and Conditions:

Prior to final payment, the Contractor shall be required to execute and deliver AFFIDAVIT OF COMPLIANCE as required by the New Jersey Prevailing Wage Act.

D-8 WEATHER DELAYS

If, in the sole opinion of the Architect, weather conditions are not suitable for any or all items of work under this Contract to be performed, the contractor shall not perform such Work until weather conditions are suitable. The contractor is warned that this may cause items of work to be delayed for extended periods of time. No extra payments shall be made for such delays and the Contractor shall make no claims for damages caused by such delays.

D-9 PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be held prior to the start of the Work, at a time and place designated by the Architect.

D-10 TIME OF ESSENCE

The Contractor shall understand that time is of the essence on this Project and shall coordinate construction activities of the Work shown on Contract Drawings and listed in the Proposal so that completion of the Work occurs within the time period.

D-11 SUSPENSION OF WORK

The following is added to Section C-43 of the General Instruction and Conditions of this Contract:

The Owner shall have the right to suspend the whole or any part of the work to be done, when in the opinion of the Architect, the Contractor is not doing the work in accordance with the provisions of the Contract Documents.

If it does become necessary to stop the Work, the Contractor shall, at the Contractor's expense, clean and secure the site, so that it is in a safe condition so that the public may safely pass. All materials shall be stored so as not to obstruct or impede interchange.

The Contractor shall make no claims for delays caused by this suspension. No extension will be granted by the Owner, and once the Work is allowed to continue again, the Contractor shall complete the Work in this Contract.

D-12 ADJUSTMENT OF QUANTITIES

The Township reserves the right to increase or decrease the quantities specified in any part or parts of the proposal prior to and/or after awarding of the Contract, if such changes will be in the best interest of the Township. If the Township increases or decreases quantities specified in the proposal, the award of the Contract will be based on the revised quantities. The Contractor shall accept payment for the actual total quantity of work completed under each item at the unit price bid for such item in the proposal, and shall make no claim for any anticipated profits, costs, or charges which may have varied due to any changes made in the quantities as stated in the proposal.

D-13 SUBCONTRACTORS

The Contractor shall submit a list of names of all Subcontractors with his Bid Proposal. Subcontractors listed in the submittal may not be substituted without the consent of the Architect.

D-14 AMERICAN PRODUCTS TO BE USED

The products to be provided under this Contract shall be only manufactured and farm products of the United States, wherever available.

D-15 TEMPORARY UTILITIES

The Contractor is not to use the Owner's existing utilities at any time. As provided herein, the Contractor is to provide all utilities necessary for the Work.

The Contractor shall furnish, at his own expense, an adequate supply of water, electric power and telephone service as required by him in the performance of the work. He shall furnish and install all temporary connections; meters and other appurtenances shall conform to all requirements of the utility companies and shall pay all expenses and charges incidental thereto. After the completion of the Work, the temporary facilities shall be removed by the Contractor.

The Contractor shall provide sufficient artificial lights, by means of electricity, so that all Work may be done in a workmanlike manner where or where there is not sufficient daylight.

D-16 COORDINATION WITH ARCHITECT

The Contractor shall coordinate limits of Work and any storage areas required with the Architect. All Work must be scheduled in such a manner to permit continued operation of the building.

D-17 EQUIPMENT LIST

Contractors shall complete the equipment form enclosed with the bid documents and submit same with bid. Submittal of equipment form which indicates Contractor does not have, or does not plan to use, equipment of sufficient size to complete the Work of this Contract within the contract time limits will be cause for rejection of Bid.

D-18 PROTECTION OF PROPERTY

The Contractor shall take reasonable care and caution to preserve and protect all existing pavements, shrubs, grass areas, sidewalks, and private and public property beyond the limits of work. Damage to any of the above caused by careless construction procedures in the opinion of the Architect, shall be replaced at the Contractor's expense. Any grass areas disturbed by the Contractors operations other than those scheduled in the contract, will be top soiled, fertilized and seeded, and provided with hay mulching at the expense of the Contractor.

D-19 EXISTING UTILITIES

The Contractor is to coordinate his operation with relocation of necessary utilities. All necessary relocation of utility poles, fire hydrants, water meters, etc., shall be accomplished prior to construction. The Contractor shall reschedule his operations appropriately to allow for such relocations.

~~Prior to the excavation for any run of pipe between structures, the Contractor shall have all utility crossings marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The contractor shall notify the Architect of any conflicts. The Contractor shall afford the Architect reasonable time to arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.~~

D-20 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor will be provided a staging area on a portion of the building lot to store materials and equipment to be used during the execution of the Work; no other area shall be used. Any materials or equipment stockpiled or stored within the Township shall be removed promptly upon the completion of the Work. The Architect may direct the Contractor to have his equipment removed from any Project Site during weekend hours. All material and equipment shall be protected by means of erecting a wooden snow fence around said equipment and materials, if so directed by the Architect.

~~D-21 TRENCHES NOT TO BE LEFT OPEN~~

~~At the end of each working day, the Contractor shall backfill all trenches. No trench shall be left open.~~

overnight. The Architect reserves the right to limit the amount of trench to remain open during the course of day's construction.

Should the Contractor be unable to complete paving of any trench work, it shall be the Contractor's responsibility to see that such trenches are backfilled with stone and maintained. Any unpaved trench openings shall be protected with flashing barricades.

D-22 — MAINTENANCE OF TRAFFIC

The Contractor shall perform no operations restricting the normal flow of traffic on Saturdays, Sundays, or holidays. At least one (1) lane of traffic in each direction shall be maintained without interference during construction activities.

If required by construction operations, the Contractor may close roadways and drives between the hours of 7:30 am and 7:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday. The contractor is not permitted to close roadways and drives outside of these hours unless written authorization is received from both the Architect and the Fire Department. Property Owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Architect.

During the course of the construction of the curb, private driveways may be closed for a period not to exceed forty-eight (48) hours, provided the owners are given twenty-four (24) hours' notice prior to each closing. Copies of such notices shall be provided to the Architect.

D-23 — USE OF ON SITE MATERIAL

Excavated material from any area of this Project which has been approved by the Architect may be used as fill material if and where directed by the Architect. The Contractor shall schedule his construction operations accordingly.

D-24 — WORK TO MATCH ADJACENT ROADWAYS

Where complete reconstruction of the pavement is specified and/or shown on the Plans, the Contractor shall cut the existing pavement prior to roadway excavation so as to insure a straight, neat line to which he shall blend the proposed new roadway pavement. No payment shall be made for additional pavement placed beyond the limits as shown on the Plans or as directed by the Architect.

D-25 — CURB RETURNS

The Contractor is herein advised to pay special attention to curb return geometry prior to the installation of inlets. Offset distances to inlets, if shown on the Plans, are only approximate and subject to modifications by the actual curb location at these locations.

D-26 OTHER STATUTORY REQUIREMENTS

The successful Bidder shall be required to comply with the following:

1. Either the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964 or Department of Labor Employment Standards Administration, Minimum Wages for Federal and Federally assisted construction projects promulgated under the Davis Bacon Act, whichever regulation is higher.
2. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act.
3. The Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

D-27 WORK ADJACENT TO TREES

The Township of West Orange desires to retain as many existing trees as possible the course of the Work. Prior to the installation of curb, the Contractor shall place a survey stake opposite each tree, marking the face of the curb and the top of curb elevation. The Contractor shall then excavate a trench one foot from the face of

curb to the depth of the footing for the installation of the granite block curb. He shall then hand excavate along the roots uncovered to a point one foot behind the face of curb towards the tree. At this point, the Department of Public Works, Shade Tree Commission or the Township's Arborist shall observe the root system and the effect of the excavation viability and stability of the trees.

The Contractor shall remove the tree if directed. If the tree is to remain, the roots shall be cut one foot behind the face of curb with sharp tools with the final cut closest to the tree being with a sharp chain saw. All costs related to the work outlined above are to be included in the lump sum bid for "Clearing Site".

~~D-28 UNDERCUTTING ROADWAY~~

~~Should, in the sole opinion of the Architect, unsuitable roadway sub-base be encountered, the Architect may direct it to be removed and replaced with select borrow fill. Payment for this item will be made under the Item Excavation, Unclassified and Select Borrow Fill both measured and paid by the cubic yard (CY). These items shall only be used for undercutting of unsuitable materials as directed by the Architect.~~

D-29 PROTECTION OF WORK

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, or injury. The Contractor shall take proper precautions to protect the finished Work from loss or damage, pending completion and the acceptance of all the Work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the Work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the Work without additional compensation or extension of time, therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner. To be clear, Work shall be rejected and ordered replaced by the Architect if any or all of the following should occur or exist:

- Staining of new installed work such as walls or floors.
- Work product is out of alignment.
- Work product is out of grade.
- Joints and surfaces are improperly finished.
- Cracks, chips, or other damage occur in construction or Maintenance Period.
- Settlement of the work product.

E. STANDARD & TECHNICAL SPECIFICATIONS

The Drawings associated with this project consist of the following all prepared by Gary Musciano, R.A., P.P., Principal of Herbst-Musciano, LLC, 611 Main Street, 2nd floor, Boonton, New Jersey 07005:

DRAWING LIST

COVER SHEET

T-01 TITLE SHEET, SITE MAP, SCOPE OF WORK, PROJECT INFO. & GENERAL CONSTRUCTION NOTES

SPECIFICATIONS

SP-01 SPECIFICATIONS
SP-02 SPECIFICATIONS
SP-03 SPECIFICATIONS
SP-04 SPECIFICATIONS
SP-05 SPECIFICATIONS
SP-06 SPECIFICATIONS
SP-07 SPECIFICATIONS
SP-08 SPECIFICATIONS

The Standard and Technical Specifications for the project are listed on Drawings SP-01 through SP-08, Specifications.

ARCHITECTURAL

A-01 FLOOR KEY PLANS, GENERAL SCOPE OF WORK & NOTES
A-02 FIRST FLOOR ENLARGED FLOOR PLANS & NOTES
~~A-03 SECOND FLOOR ENLARGED FLOOR PLANS & NOTES – NOT USED~~
A-04 SECOND FLOOR ENLARGED FLOOR PLANS & NOTES
A-05 ENLARGED FLOOR PLANS & NOTES
A-06 PLUMBING, LIGHTING, FINISHES & ACCESSORIES SCHEDULES, DETAILS & NOTES
A-07 MAYOR OFFICE – PLANS, DETAILS AND NOTES

**F. SUPPLEMENTARY SPECIFICATIONS FOR STATE AID PROJECTS
RESERVED**

G. PROPOSAL AND SUPPLEMENTAL FORMS AND REQUIREMENTS

**BID
PROPOSAL
BY**

(Bidder's Name)

(Address and Phone Number)

TO THE
**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

FOR

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

The Work under this Contract includes interior & exterior improvements; removal and replacement of existing windows, repair and all related improvements at Municipal Building to comply with the Work described in these Specifications.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Township is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the above- named Township, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Township as therein set forth, and that he will take in full payment therefore the following prices to with for the Municipal Building Interior Improvements & Repairs:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

for the total Base Bid Lump Sum of

_____ (\$ _____)
(Insert price in both "words" & "figures" for base bid lump bid price)

Attached hereto are the necessary Completed Bidding Requirement FORMS as stated in the Project Manual.

The Undersigned agrees to execute and deliver to the Owner simultaneously with the delivery of the executed contract, a performance bond and a payment bond (labor and material) in the amount of the Contract Sum, certificate of insurance, indemnification statement, and signed Business Code of Ethics as described in the "Instructions to Bidders".

The Undersigned agrees to comply and execute the requirements of the Public Works Contractor Registration Act as described in the "Instructions to Bidders".

The Undersigned agrees to perform the Work in accordance with AIA Documents A201 General Conditions of the Contract for Construction 1997 Edition, unless otherwise stated and directed in "Instruction to Bidders" documents, The Contract between the Owner and the Contractor, and/or Project Manual and Division-1 General specification sections.

The Undersigned agrees that time of completion of the work to be done hereunder is an Essential Condition of the contract. By submitting his Proposal for the work, the Undersigned warrants that he shall substantially complete all the work called for in his contract within **a period of 90 consecutive calendar days** from the date of "Notice to Proceed".

CONTRACTOR'S BASE BID PROPOSAL /BID SHEET COST BREAKOUT SCHEDULE

for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

Bidder shall provide a breakdown of the Base Bid Proposal per the following schedule of values categories:

<u>SCHEDULE OF VALUES – BASE BID COST BREAKOUT</u>	
Temporary Facilities & Controls:	\$
General Conditions:	\$
Building Permit & C of O:	\$
Contractor's Fees/ O&P:	\$
Demolition:	\$
Interior Work; paint:	
Flooring:	\$
Ceiling Work:	\$
Electrical Work:	\$
Mechanical Work:	\$
Plumbing Work:	\$
Window panels & treatments	\$
Fire Alarm System:	\$
Specialties:	\$
Millwork:	\$
TOTAL BASE BID:	\$
ADD ALTERNATE BID#1:	\$

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALTERNATES:

ADD ALTERNATE BID#1:

Second floor: At 206, 207, 208 & Adjacent Corridor, Area A: As noted on Drawings; All Walls, floor, ceiling & light fixtures work. Remove existing floor & wall finishes & light fixtures. Provide new drop ceiling, light fixtures, floor & wall finishes & paint, remove and reinstall all existing accessories for a complete working installation & operational and code compliant installation.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALLOWANCES:

NOT USED

CONTRACTOR'S BID PROPOSAL /BID SHEET – UNIT PRICE BIDS

UNIT PRICE No.1:

Replace existing damaged Ceiling Metal Grid Suspension System with new metal grid system to match, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case existing ceiling grid system is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 lf. of 15/16" (match existing) ceiling grid suspension system, main beam/cross tees/molding as required.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.2:

Exterior Masonry tuck pointing, for a complete working installation. Complete operational and code compliant installation.

Purpose: To adjust the contract sums in case additional quantity is required or requested beyond the base bid work and that differs from the quantity as indicated on the drawings.

Unit of measurement: 10 lf. of Brick joint tuck pointing.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.3:

Remove existing floor finish, Repair and Provide new wood-base lam. floor tiles and Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of WD-1 & 10 lf of wall base as required.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.4:

Remove existing floor finish, Repair and Provide new VCT floor tiles and Vinyl Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of VCT & 10 lf of Vinyl Wall Base as required.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (), a Certified or Cashier's Check (), payable to the order of the

_____ in the sum of
_____ Dollars \$ _____,

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The corporation undersigned is an individual under the partnership Laws of the State of _____

_____ having principal offices at _____

Telephone Number _____

Trade Name of Bidder _____

1. Signed by _____

Signature _____

Title _____

2. Signed by _____

Signature _____

Title _____

Signed this _____ day of _____, 20_____.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

CONSENT OF SURETY

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)

Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

NON-COLLUSION
AFFIDAVIT

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX

I, _____ of the (Township, City, Town, Township) of

_____ in the County of _____

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

I am _____ of the firm of _____

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; 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 Township of West Orange relies upon the truth of 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 bonafide employees or bonafide established commercial or selling agencies maintained by

(Name of Contractor)
(N.J.S.A. 52:34-15)

(Also type or print name of
Affiant under signature)

Sworn and subscribed to before
me this _____
day of _____, 20 _____

Notary Public of _____

My commission expires _____

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in amount are awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1 et seq), the successful bidder shall be required, within seven (7) days of receipt of notice of the award of said contract, to file with the Division of Purchase, and Township Clerk, in accordance with Ordinance #1180-093, a written statement setting forth all political contributions in cash or in kind of \$200.00 or more made within five (5) years of the date of said notice of award, either directly or indirectly, by said bidder and/or any of its principal officers, to any elected official of the Township currently in office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms.

BIDDER:

Signature

Title

FOR:

Contractor

Sworn to and subscribed before me

on this _____ day of _____ 20____

Notary Public

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with 10% or greater interest therein, as the case may be.

BID ITEM: _____

NAME OF CORPORATION
OR PARTNERSHIP: _____

DATE OF BID: _____

<u>NAME</u>	<u>ADDRESS</u>	No. OF STOCK OR % OF INTEREST IN <u>PARTNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Statement Supplement Permitted if Needed)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, THAT ON THIS _____ day of _____

in the year TWO THOUSAND AND _____ before me, the
subscriber, a Notary Public of the State of _____
personally appeared _____

who, being by me duly sworn, on h _____ oath, did depose and make proof to my
satisfaction that _____ is the Secretary or Assistant
Secretary to _____, the Corporation
named in the within that _____ is President of said
corporation that the execution, as well as the making of this instrument has been duly authorized by a
proper resolution of the Board of Directors of said Corporation deponent well knows the corporation
seal of said Corporation; and the seal affixed to said instrument is such corporation seal and was
thereto affixed and said instrument signed and delivered by said President, as and for h
_____ voluntary act and deed and as and for the voluntary act
and deed of said Corporation in presence of deponent who thereupon subscribed his/her
_____ name thereto as witness.

Sworn to and subscribed before me

this _____ day of _____, 20 _____

(Signature)
Secretary or Asst. Secretary

SEAL

Notary Public of _____
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be one of the members of the Firm of _____

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said Firm.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same, as and for _____ voluntary act and deed.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

TOWNSHIP OF WEST ORANGE
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY COUNTY
OF ESSEX

I _____, of the (Township, City, Town, Township) of _____,
In the County of _____, State of _____,
of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, Partner, Owner) of the firm of _____.
A Bidder making a Proposal upon the Project entitled_____.
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Hudson, Township of West Orange, until an Affirmative Action Plan is approved. I am also aware that the Contract may be terminated and the firm may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding Specification.

Sworn and subscribed

before me this _____

day of _____, 20_____

Seal-Notary Public of NJ

My commission expires _____

Signature of Authorized Representative

Name and Title

Firm's Address

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **TOWNSHIP** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT COMPLETED	LOCATION	OWNER	CONTRACT AMOUNT

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

[illegible]

DATE: _____

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>

DATE:_____

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST ORANGE

MUNICIPAL BUILDING INTERIOR IMPROVEMENTS & REPAIRS

**A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
X	A bid guarantee as required by N.J. S.A. 40A 11-21	
X	A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	
X	A listing of subcontractors	
X	If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	New Jersey Public Works Contractor Certification	

**B. Failure to submit the following documents may be a cause for the Bid to be rejected.
(N.J.S.A. 40A: 11-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)		Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
	A Certified Financial statement prepared within the last twelve months		X	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b		
X	Consent of Surety as to a Labor and Material Payment Bond		X	Submission of a Non-Collusion Affidavit (this form must be Notarized)		
	Statement of compliance with N.J.S.A. 45:1 4C-2(h) (licensed master plumber)		X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment		
X	Affirmative Action Affidavit (this form must be Notarized)		X	Contractor Experience Statement		
X	Equipment List		X	Copy of Business Registration Certification		
X	Public Works Contractor Certification		X	Political Contribution Disclosure (this form must be Notarized)		

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WEST ORANGE

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS**

Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

**BUSINESS REGISTRATION
CERTIFICATE
(Township Requirement)**

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
**847 ROEBLING AVE
TRENTON NJ 08611**

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

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

**ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE**

H. AGREEMENT

CONTRACT
for
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS
PHASE I
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

THIS AGREEMENT made as of this _____ day of _____ 2022 BETWEEN THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter referred to as the "OWNER") and

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within one hundred fifty (150) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ARCHITECT prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ARCHITECT may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the

CONTRACTOR will pay to the OWNER an amount equal to Three Hundred Dollars (\$300.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ARCHITECT for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ARCHITECT, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contract, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE:_____

ATTEST:

TOWNSHIP OF WEST ORANGE, NEW JERSEY

By:_____

Title:_____

WITNESS:

CONTRACTOR:

Title:_____

Owner or Partner

CONTRACTOR:

ATTEST:

Corporate Secretary

Title:_____

Corporate Officer

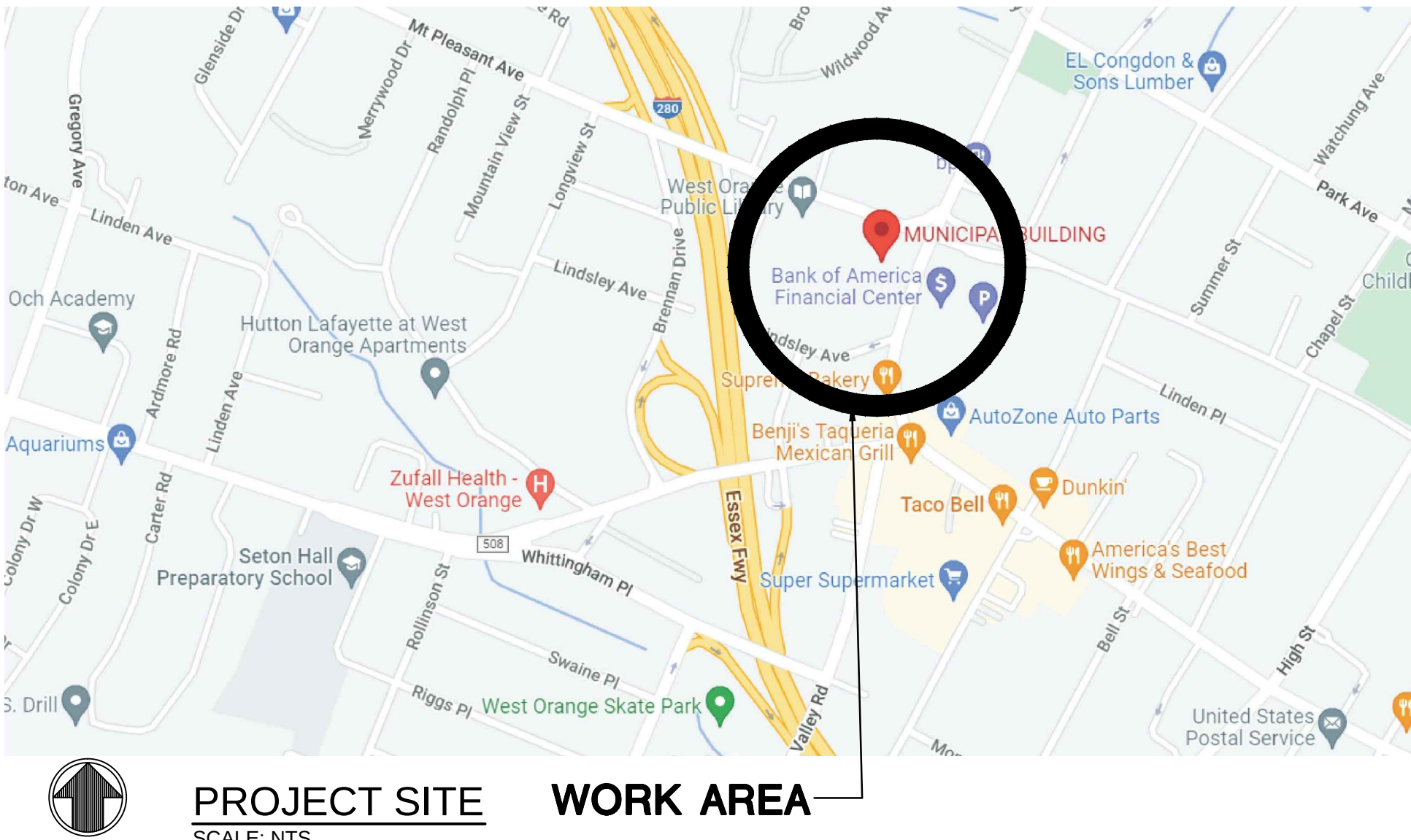
(Print or Type Name)

Title:_____

(Print or Type Name)

Corporate Seal

TOWNSHIP OF WEST ORANGE
IMPROVEMENTS & REPAIRS
AT MUNICIPAL BUILDING - PHASE I
66 MAIN STREET - WEST ORANGE, NJ 07052



GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH THE FEDERAL, STATE AND MUNICIPAL LAWS AND ORDINANCES.
2. INDICATION OF SUBSTRATE AND CONFIGURATION OF CONCEALED ITEMS AND MATERIALS FOR GENERAL REFERENCE ONLY. THE CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION FOR ANY VARIANCE BETWEEN ACTUAL EXISTING CONDITIONS AND THAT REFERENCED ON THE DRAWINGS.
3. ALL ITEMS LABELED "EXISTING, EX., EXIST," ARE EXISTING "TO REMAIN" UNLESS OTHERWISE INDICATED. ITEMS NOT LABELED "EXISTING" ARE TO BE NEW PROVIDED BY CONTRACTOR.
4. "FURNISH" MEANS TO FURNISH MATERIALS AND SUPERVISION.
5. "INSTALL" MEANS TO SUPPLY LABOR AND SUPERVISION, TO ERECT, AND CONNECT.
6. THE TERM "PROVIDE" SHALL MEAN "FURNISH" AND "INSTALL" AS IT IS USED THROUGHOUT NOTES ON THE DRAWINGS AND IN THE SPECIFICATIONS.
7. CONTRACTOR TO FURNISH ALL MATERIALS, LABOR, SERVICES, ETC., TO COMPLETE WORK AS OUTLINED BY THESE CONTRACT DOCUMENTS.
8. ALL LOCATIONS INDICATED ON THE DRAWINGS, OF EXISTING CONDITIONS (PIPES, VENTS, WIRES, ETC.), ARE APPROXIMATE AND SHALL BE VERIFIED TO THE CONTRACTOR'S SATISFACTION PRIOR TO SUBMITTING THEIR BID.
9. DETAILS AND SECTIONS ON THE DRAWINGS ARE SHOWN AT SPECIFIC LOCATIONS, AND INTENDED TO SHOW GENERAL REQUIREMENTS THROUGHOUT. DETAILS NOTED AS "TYPICAL" IMPLY ALL CONDITIONS ARE TO BE TREATED SIMILARLY.
10. WORK NOT INDICATED ON A PART OF THE DRAWING, BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
11. MINOR DETAILS OR INCIDENTAL ITEMS NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR A PROPER AND COMPLETE INSTALLATION OF ANY PART OF THE WORK, SHALL BE INCLUDED AS REQUIRED, AS IF THEY WERE INDICATED ON THE DRAWINGS.
12. THE CONTRACTOR SHALL VISIT THE SITE OF THE PROPOSED WORK, AND EXAMINE THE EXISTING CONDITIONS PRIOR TO BIDDING. THE CONTRACTOR SHALL COMPARE THE EXISTING CONDITIONS TO THE DESIGN INTENT OF THE CONTRACT DOCUMENTS AND SHALL NOTIFY THE ARCHITECT OF ALL DISCREPANCIES OR QUALIFICATIONS WHICH MAY ARISE BEFORE SUBMITTING A BID. FAILURE TO NOTIFY WILL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK AS INTENDED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL MAKE ALL CORRECTIONS REQUIRED DUE TO THEIR FAILURE TO COORDINATE SUCH DISCREPANCIES.
13. ALL CONSTRUCTION AND EQUIPMENT SHALL BE PROTECTED BY CONTRACTOR DURING THE ENTIRE PERFORMANCE OF WORK. AREAS DISTURBED OR DAMAGED BY THE CONTRACTORS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
14. ALL UNUSED MATERIALS AND DEBRIS SHALL BE LEGALLY DISPOSED OF, AWAY FROM THE PREMISES. NO ON SITE STORAGE, BURNING OR BURIAL OF DEBRIS SHALL BE ALLOWED.
15. THE CONTRACTOR SHALL PROVIDE PROTECTION FOR THE PUBLIC, STAFF, CONSTRUCTION WORKERS IN AND AROUND THE CONSTRUCTION AREA, AND ADJACENT PROPERTY AND PERSONS. ADEQUATE BARRIERS SHALL BE PROVIDED TO EXERCISE CONTROL OF SAFE INGRESS AND EGRESS OF PREMISES. FIRE EXISTS SHALL AT NO TIME BE BLOCKED. BARRICADE ALL UNSAFE OR INJURIOUS CONDITIONS.
16. THE CONTRACTOR SHALL STORE MATERIALS ACCORDING TO THE MANUFACTURER'S RECOMMENDED PROCEDURES. ALL MATERIALS SHALL BE PROTECTED FROM INCLEMENT WEATHER.
17. CONTRACTOR IS RESPONSIBLE, BY THE END OF EACH DAY, TO FINISH, CONCEAL AND CLOSE THE SECTION WORKED ON DURING THAT DAY TO PREVENT ANY LEAK INTO THE BUILDING.
18. CONTRACTOR SHALL PROVIDE ALL PROTECTION, TRANSPORTATION, EQUIPMENT, TOOLS, LADDERS, SCAFFOLDS, RIGGING, HOISTING, CRANE, RELATED MACHINERY AND CONSTRUCTION EQUIPMENT REQUIRED TO CARRY OUT THE WORK FOR THIS PROJECT IN A COMPLETELY SAFE AND PROPER MANNER.
19. SAFETY PRECAUTIONS
 - A. OBSERVE ALL SAFETY REQUIREMENTS INCLUDED IN THE APPROVED MATERIALS MANUFACTURER'S SPECIFICATIONS, OWNER SAFETY POLICY, STATE AND FEDERAL MANDATED PRACTICES. ALL MATERIALS SHALL BE STORED IN COMPLIANCE WITH APPLICABLE FIRE AND SAFETY REQUIREMENTS.
 - B. DURING APPLICATION, FOLLOW MANUFACTURER'S SAFETY INSTRUCTIONS. IF REQUIRED, WEAR APPROVED RESPIRATOR OR BREATHING EQUIPMENT.
 - C. SAFETY REQUIREMENTS. PROPER SAFETY PRECAUTIONS SHALL BE FOLLOWED THROUGHOUT THE ENTIRE WORK OPERATION. OSHA AND LOCAL REGULATIONS SHALL BE STRICTLY FOLLOWED.
 - D. MAINTAIN FIRE EXTINGUISHERS IN WORK AREAS DURING ALL WORK AREAS.

APPLICABLE BUILDING CODES

1. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE LOCAL, COUNTY, STATE AND FEDERAL CODES, LAWS & REQUIREMENTS, MOST RECENTLY ADOPTED EDITIONS, INCLUDING, BUT NOT LIMITED TO:
 - NJAC § 5:23-6 REHABILITATION SUBCODE
 - INTERNATIONAL BUILDING CODE - 2018, NJ EDITION
 - NATIONAL ELECTRICAL CODE - (NFPA 70)2017, NJ ED.
 - NATIONAL STANDARD PLUMBING CODE - 2018, NJ ED.
 - ASHRAE 90.1 - 2016, NJ ED.
 - INTERNATIONAL MECHANICAL CODE - 2018, NJ ED.
 - INTERNATIONAL FUEL GAS CODE - 2018, NJ ED.
 - NJAC BARRIER-FREE SUBCODE NJAC 5:23-7 ICC/ANSI A117.1 - 2009
2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE LABOR LAWS & REGULATIONS CONCERNING WAGES, HIRING PRACTICES & TRAINING.
3. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, OSHA RULES & REGULATIONS, & BUILDING / CONSTRUCTION CODES CONCERNING CONSTRUCTION SAFETY & HEALTH STANDARDS.

LIST OF DRAWINGS

T-01 TITLE SHEET, SITE MAP, SCOPE OF WORK, PROJECT INFO
& GENERAL NOTES
SP-01 SPECIFICATIONS
SP-02 SPECIFICATIONS
SP-03 SPECIFICATIONS
SP-04 SPECIFICATIONS
SP-05 SPECIFICATIONS
SP-06 SPECIFICATIONS
SP-07 SPECIFICATIONS
SP-08 SPECIFICATIONS

A-01 FLOORS KEY PLANS & GENERAL SCOPE OF WORK
A-02 FIRST FLOOR ENLARGED FLOOR PLANS & NOTES
A-03 SECOND FLOOR ENLARGED FLOOR PLANS & NOTES
A-04 SECOND FLOOR ENLARGED PLANS & NOTES
A-05 ENLARGED FLOOR PLANS & NOTES
A-06 PLUMBING, LIGHTING, FINISHES & ACCESSORIES SCHEDULES,
DETAILS, & NOTES
A-07 MAYOR OFFICE PLANS, DETAILS AND NOTES

PROJECT WORK NOTES

- 1- THESE MUNICIPAL BUILDING & FACILITIES WILL BE OPEN DURING THE DURATION OF THE DEMOLITION AND CONSTRUCTION WORK. CONTRACTOR WILL BE WORKING AFTER BUSINESS WORKING HOURS & WEEKENDS AT EACH AREA AT A TIME. COORDINATE DIRECTLY WITH THE TOWN FACILITIES MANAGER TO SCHEDULE WORK AND TO OBTAIN THE NECESSARY ACCESS.
- 2- THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING THE CONSTRUCTION PHASING. NO DELAYS OR CHANGE ORDERS WILL BE ALLOWED FOR THE FAILURE TO ADHERE TO THIS REQUIREMENTS.
- 3- GC IS RESPONSIBLE TO HAVE ALL AREAS WORKED ON DURING THAT DAY TO BE BACK TO ORIGINAL STATE FOR THE NEXT DAY USE OF THE BUILDING BY THE EMPLOYEES.
- 4- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING OWNER FURNITURE AS THEY DOING FLOORING WORK REPLACEMENTS & PUTTING THE FURNITURE BACK AFTER FINISHING FLOOR INSTALLATIONS. WORK SHOULD BE COMPLETE & READY FOR OCCUPANCY BY NEXT BUSINESS DAY.

PROJECT CONTACTS

OWNER/USER: TOWNSHIP OF WEST ORANGE 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052 CONTACT: LEONARD R. LEPORE, P.E. MUNICIPAL ENGINEER PHONE: 973-325-4160	ARCHITECT: HERBST-MUSCIANO, LLC 611 MAIN STREET, 2ND FLOOR BOONTON, NJ 07005 CONTACT: GARY MUSCIANO, RA PHONE: 973-538-3815
--	--

EXISTING BUILDING DATA

FOR REFERENCE ONLY - FIELD VERIFY

<u>EXISTING BUILDING HEIGHT:</u>	(3) STORY
<u>EXISTING BUILDING FOOT PRINT:</u>	±15,000 SQ. FT.

BUILDING OCCUPANCY & SECURITY:

- A. EXISTING BUILDING IS IN OPERATION DURING THE ENTIRE CONSTRUCTION PERIOD. CONTRACTOR MUST COOPERATE WITH OWNER IN ALL WAYS IN ORDER TO MINIMIZE CONFLICT, AND TO FACILITATE OWNER'S OPERATIONS.
- B. ALL EXISTING ACCESS TO THE SITE AND THE EXISTING BUILDING AND ALL RELATED SERVICES AND SYSTEMS MUST BE MAINTAINED IN FULL OPERATION AT ALL TIMES, EXCEPT WHERE SPECIFIED OTHERWISE, OR WHERE PERMISSION (IN WRITING) IS GRANTED BY THE OWNER FOR THE TEMPORARY INTERRUPTION OF SUCH ACCESS AND SERVICES.
- C. CONTRACTOR MUST TAKE ALL POSSIBLE PRECAUTIONS FOR THE PREVENTION OF ACCIDENTS, BUILDING OR PROPERTY DAMAGE AND FIRE.
- D. SITE SECURITY REQUIREMENTS - ALL CONTRACTOR SHALL COORDINATE ALL WORK WITH APPROVAL OF OWNER & MAINTAIN SITE SECURITY. THE CONTRACTOR SHALL COORDINATE THE ACTIVITIES OF WORKERS AND SHALL PROVIDE NOTICE (SCHEDULE) TO OWNER OF ALL PROPOSED WORK ACTIVITIES & DURATION OF TIME REQUIRED FOR EACH ACTIVITY.

SCOPE OF WORK

SCOPE OF WORK INCLUDES BUT ITS NOT LIMITED TO:
A. THE WORK COVERED BY THE DRAWINGS & SPECIFICATIONS SHALL INCLUDE THE FURNISHING OF ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, TAXES, TRANSPORTATION, UTILITIES AND INCIDENTALS NECESSARY FOR THE COMPLETE EXECUTION OF ALL WORK INDICATED & SPECIFIED IN THE DOCUMENTS.

- B. PROJECT REQUIREMENTS - IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE AN INSTALLATION COMPLETE IN EVERY RESPECT. IN THE EVENT THAT ADDITIONAL DETAILS OR SPECIAL CONSTRUCTION IS REQUIRED FOR WORK INDICATED OR SPECIFIED, IT SHALL BE THE RESPONSIBILITY OF THAT CONTRACTOR TO PROVIDE ALL MATERIAL & EQUIPMENT WHICH IS USUALLY FURNISHED WITH SUCH SYSTEMS IN ORDER TO COMPLETE THE INSTALLATION, WHETHER MENTIONED OR NOT.
- C. GENERAL PROJECT DESCRIPTION SCOPE OF WORK INCLUDES, BUT NOT LIMITED TO, THE FOLLOWING:

C. GENERAL PROJECT DESCRIPTION SCOPE OF WORK INCLUDES, BUT NOT LIMITED TO, THE FOLLOWING:

INTERIOR, PARTIAL, DESIGNATED AREAS:
- PAINT WALLS AND REPLACE CARPET & BASE; NEW EXIT/EMERGENCY LIGHTING; NEW SUSPENDED CEILING & LIGHTING; REPLACE CEILING TILES, PAINT GRIDS, PAINT WALLS; PROVIDE/REPLACE EXHAUST FAN, EMERGENCY LIGHT; REPLACE EXISTING COUNTERTOP; NEW COUNTERTOP, NEW FLOORING & BASE; ENLARGE OFFICE, SOUND ATTENUATION; NEW PARTITIONS, RENOVATE PRIVATE TOILET ROOMS, NEW PLUMBING FIXTURES, WALL & FLOOR FINISHES; NEW DOOR, ETC.

THROUGH WINDOW/WALL MECHANICAL UNITS:

- REMOVING ALL THROUGH WINDOW/WALL MECHANICAL AC UNITS AND ALL ASSOCIATED SUPPORT/MOUNTING.
- INFILL WALL & WINDOW OPENING & PROVIDE FULL INSULATED PANELS AT WINDOWS TO MATCH EXISTING PANEL; CLEAN ALL WINDOWS AND FILL IN EXTERIOR WALL OPENING WITH MATCHING BRICK IN SIZE, COLOR, THICKNESS, ETC.

NEW MECHANICAL AC SYSTEM IS BEING INSTALLED UNDER SEPARATE CONTRACT.

ADD ALTERNATE BID#1: AT 2ND FLOOR CORRIDOR, ZONING & WELFARE OFFICES: REMOVE EXISTING FLOOR & WALL FINISHES & LIGHT FIXTURES, CLEAN AND PROVIDE NEW FLOOR FINISH, WALL BASE, PAINT WALLS, DROP CEILING & LIGHT FIXTURES . SEE DRAWINGS.

GUARANTEE & WARRANTY:

- A. ALL NEW SYSTEMS MANUFACTURER'S WARRANTY.
B. INSTALLING CONTRACTOR GUARANTY.
C. CONTRACTOR GUARANTY ON ALL WORKS LISTED IN THE PRODUCT DOCUMENTS.
D. GUARANTEE PERIOD AND WARRANTY PERIOD SHALL BEGIN WITH DATE OF WRITTEN ACCEPTANCE OF THE WORK BY THE ARCHITECT & THE OWNER.
E. CONTRACTOR AGREES THAT HE WILL REMOVE AND REPLACE AT HIS OWN EXPENSE AND TO THE ENTIRE SATISFACTION OF THE OWNER (UPON WRITTEN NOTIFICATION FROM THE OWNER) ANY MATERIALS, DEVICES OR EQUIPMENT FURNISHED OR INSTALLED BY HIM WHICH PROVES DEFECTIVE, IS FOUND TO BE OTHER THAN SPECIFIED, DOES NOT MEET THE MANUFACTURER'S REQUIREMENT, DOES NOT SERVICE THE PURPOSE FOR WHICH IT IS INTENDED AND DOES NOT PERFORM THE FUNCTION FOR WHICH IT WAS DESIGNED.



GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MM 48411
CA 26549	MO A 2009005517
CO 401804	NV 5015
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE SS-0008180	PA RA 403281
FL AR 0140444	RI 2030
GA RA 012998	SC 8651
IL 001.020501	TN 105438
IN AR 11300067	TX 15417
IA 06841	UT 847005-0301
KS 5073	VT 2529
LA 5690	VA 0401008254
MD 11039	WA 11037
MA 10131	N.J. COA 21AC00

CONSULTANTS

			REVISIONS ▼
NO.	DATE		
1	10.10.22	WORK DELETED	
1	10.31.22	ISSUED FOR BIDS/PERMIT	
NO.	DATE	SUBMISSIONS ▲	

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE:

TITLE SHEET, SITE MAP, SCOPE OF WORK, PROJECT INFO. AND GENERAL CONST. NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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T-01

SECTION 01 60 00 - PRODUCT REQUIREMENTS(CONTINUE)

SECTION 09 65 19.23 - RESILIENT TILE FLOORING AND ACCESSORIES (CONTINUE)

- E. FOR MANNINGTON LVT: PROVIDE AMTICO [V-82 ADHESIVE] [V-88 ADHESIVE] [V-95 ADHESIVE] [XPRESSSTEP ADHESIVE] [XPRESSSTEP PREMIUM ADHESIVE] [QUICKSTIX PRE-APPLIED ADHESIVE] [MOISTURELOC ADHESIVE] UNDER THE FLOORING.
- F. MR-101 WALL BASE ADHESIVE AT THE WALL BASE AS RECOMMENDED BY MANUFACTURER.

2.06 ACCESSORIES

- A. FOR PATCHING, SMOOTHING, AND LEVELING MONOLITHIC SUBFLOORS (CONCRETE, TERRAZZO, QUARRY TILE, CERAMIC TILE, AND CERTAIN METALS), PROVIDE ARMSTRONG [S-184 FAST-SETTING CEMENT-BASED PATCH AND UNDERLAYMENT] [S-194 CEMENT-BASED PATCH, UNDERLAYMENT AND EMBOSSING LEVELER / S-195 UNDERLAYMENT ADDITIVE] [S-453 LEVEL STRONG™ CEMENT BASED SELF-LEVELING COMPOUND] [S-456 PATCH STRONG™ FLEXIBLE PATCHING AND SMOOTHING COMPOUND] [PORTLAND CEMENT-BASED UNDERLAYMENT].
- B. FOR PRIMING POROUS SUBSTRATES TO AID IN ADHESIVE BOND STRENGTH AND REDUCING SUBFLOOR POROSITY, PROVIDE S-454 PRIME STRONG™ ACRYLIC PRIMER FOR POROUS SUBSTRATES. FOR NON-POROUS SUBSTRATES, PROVIDE S-455 PRIME STRONG™ ACRYLIC PRIMER FOR NON-POROUS SUBSTRATES.
- C. FOR CREATING A MOISTURE BARRIER, PROVIDE S-452 SEAL STRONG™ TWO PART MOISTURE MITIGATION SYSTEM.
- D. FOR SEALING JOINTS BETWEEN THE TOP OF WALL BASE OR INTEGRAL COVE CAP AND IRREGULAR WALL SURFACES SUCH AS MASONRY, PROVIDE PLASTIC FILLER APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- E. PROVIDE TRANSITION/REDUCING STRIPS TAPERED TO MEET ADJUTING MATERIALS.
- F. LVT MUST HAVE THE ABILITY TO BE CHEMICALLY WELDED TO ADJOINING BROADLOOM CARPET MATERIALS.
- G. PROVIDE RESILIENT EDGE STRIPS OF WIDTH SHOWN ON THE DRAWINGS, OF EQUAL GAUGE TO THE FLOORING, HOMOGENEOUS VINYL OR RUBBER COMPOSITION, TAPERED OR BULLNOSE EDGE, WITH COLOR TO MATCH OR CONTRAST WITH THE FLOORING, OR AS SELECTED BY THE ARCHITECT FROM STANDARD COLORS AVAILABLE.
- H. PROVIDE THRESHOLD OF THICKNESS AND WITH AS SHOWN/CALLED FOR ON DRAWINGS.
- I. PROVIDE VINYL/METAL EDGE STRIPS OF REQUIRED WIDTH & THICKNESS TO PROTECT EXPOSED EDGES OF THE FLOORING. PROVIDE UNITS OF MAXIMUM AVAILABLE LENGTH TO MINIMIZE THE NUMBER OF JOINTS. USE BUTT-TYPE EDGE STRIPS FOR CONCEALED ANCHORAGE OR OVERLAP-TYPE EDGE STRIPS FOR EXPOSED ANCHORAGE.

PART 3 - EXECUTION

- 3.01 MANUFACTURER'S INSTRUCTIONS
- A. COMPLIANCE: COMPLY WITH ALL MANUFACTURER'S PRODUCT DATA, INCLUDING TECHNICAL BULLETINS, PRODUCT CATALOG, INSTALLATION INSTRUCTIONS, AND PRODUCT CARTON INSTRUCTIONS FOR INSTALLATION AND MAINTENANCE PROCEDURES AS NEEDED.
- 3.02 EXAMINATION
- A. SITE VERIFICATION OF CONDITIONS: VERIFY SUBSTRATE CONDITIONS ARE ACCEPTABLE FOR PRODUCT INSTALLATION IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS (I.E. MOISTURE TESTS, BOND TEST, PH TEST, ETC.).
- B. VISUALLY INSPECT FLOORING MATERIALS, ADHESIVES AND ACCESSORIES PRIOR TO INSTALLATION. FLOORING MATERIAL WITH VISUAL DEFECTS SHALL NOT BE INSTALLED AND SHALL NOT BE CONSIDERED AS A LEGITIMATE CLAIM.
- C. EXAMINE SUBFLOORS PRIOR TO INSTALLATION TO DETERMINE THAT SURFACES ARE SMOOTH AND FREE FROM CRACKS, HOLES, RIDGES, AND OTHER DEFECTS THAT MIGHT PREVENT ADHESIVE BOND OR IMPAIR DURABILITY OR APPEARANCE OF THE FLOORING MATERIAL.
- D. INSPECT SUBFLOORS PRIOR TO INSTALLATION TO DETERMINE THAT SURFACES ARE FREE FROM CURING, SEALING, PARTING AND HARDENING COMPOUNDS; RESIDUAL ADHESIVES; ADHESIVE REMOVERS; AND OTHER FOREIGN MATERIALS THAT MIGHT PREVENT ADHESIVE BOND. VISUALLY INSPECT FOR EVIDENCE OF MOISTURE, ALKALINE SALTS, CARBONATION, DUSTING, MOLD, OR MILDEW.
- E. REPORT CONDITIONS CONTRARY TO CONTRACT REQUIREMENTS THAT WOULD PREVENT A PROPER INSTALLATION. DO NOT PROCEED WITH THE INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- F. FAILURE TO CALL ATTENTION TO DEFECTS OR IMPERFECTIONS WILL BE CONSTRUED AS ACCEPTANCE AND APPROVAL OF THE SUBFLOOR. INSTALLATION INDICATES ACCEPTANCE OF SUBSTRATES WITH REGARD TO CONDITIONS EXISTING AT THE TIME OF INSTALLATION.

3.03 PREPARATION

- A. SUBFLOOR PREPARATION MOISTURE MITIGATION: SMOOTH CONCRETE SURFACES, REMOVING ROUGH AREAS, PROJECTIONS, RIDGES, AND BUMPS, AND FILLING LOW SPOTS, CONTROL OR CONSTRUCTION JOINTS, MITIGATE MOISTURE AND OTHER DEFECTS WITH ARMSTRONG FLOORING [S-184 FAST-SETTING CEMENT-BASED PATCH AND UNDERLAYMENT] [S-194 CEMENT-BASED PATCH, UNDERLAYMENT AND EMBOSSING LEVELER / S-195 UNDERLAYMENT ADDITIVE] [S-453 LEVEL STRONG™ CEMENT BASED SELF-LEVELING COMPOUND] [S-456 PATCH STRONG™ FLEXIBLE PATCHING AND SMOOTHING COMPOUND] [S-452 SEAL STRONG™ TWO PART MOISTURE MITIGATION SYSTEM] [S-455 PRIME STRONG™ ACRYLIC PRIMER FOR NON-POROUS SUBSTRATES] AS RECOMMENDED BY THE FLOORING MANUFACTURER. REFER TO ARMSTRONG FLOORING GUARANTEED INSTALLATION SYSTEMS MANUAL, F-5061 AND ASTM F 710 STANDARD PRACTICE FOR PREPARING CONCRETE FLOORS TO RECEIVE RESILIENT FLOORING FOR ADDITIONAL INFORMATION ON SUBFLOOR PREPARATION.
- B. SUBFLOOR CLEANING: THE SURFACE SHALL BE FREE OF DUST, SOLVENTS, VARNISH, PAINT, WAX, OIL, GREASE, SEALERS, RELEASE AGENTS, CURING COMPOUNDS, RESIDUAL ADHESIVE, ADHESIVE REMOVERS AND OTHER FOREIGN MATERIALS THAT MIGHT AFFECT THE ADHESION OF RESILIENT FLOORING TO THE CONCRETE OR CAUSE A DISCOLORATION OF THE FLOORING FROM BELOW. REMOVE RESIDUAL ADHESIVES AS RECOMMENDED BY THE FLOORING MANUFACTURER. REMOVE CURING AND HARDENING COMPOUNDS NOT COMPATIBLE WITH THE ADHESIVES USED, AS INDICATED BY A BOND TEST OR BY THE COMPOUND MANUFACTURER'S RECOMMENDATIONS FOR FLOORING. AVOID ORGANIC SOLVENTS. SPRAY PAINTS, PERMANENT MARKERS AND OTHER INDELEIBLE INK MARKERS MUST NOT BE USED TO WRITE ON THE BACK OF THE FLOORING MATERIAL OR USED TO MARK THE CONCRETE SLAB AS THEY COULD BLEED THROUGH, TELEGRAPHING UP TO THE SURFACE AND PERMANENTLY STAINING THE FLOORING MATERIAL. IF THESE CONTAMINANTS ARE PRESENT ON THE SUBSTRATE THEY MUST BE MECHANICALLY REMOVED PRIOR TO THE INSTALLATION OF THE FLOORING MATERIAL.
- C. WHEN USING S-288 ADHESIVE OR ROLL STRONG™ ADHESIVE OR S-240 EPOXY ADHESIVE, PERFORM SUBFLOOR MOISTURE TESTING IN ACCORDANCE WITH ASTM F 2170, "STANDARD TEST METHOD FOR DETERMINING RELATIVE HUMIDITY IN CONCRETE SLABS USING IN-SITU PROBES" /ASTM F 1869 "STANDARD TEST METHOD FOR MEASURING MOISTURE VAPOR EMISSION RATE OF CONCRETE SUBFLOOR USING ANHYDROUS CALCIUM CHLORIDE" AND BOND TESTS AS DESCRIBED IN PUBLICATION F-5061, "ARMSTRONG FLOORING GUARANTEED INSTALLATION SYSTEM," TO DETERMINE IF SURFACES ARE DRY; FREE OF CURING AND HARDENING COMPOUNDS, OLD ADHESIVE, AND OTHER COATINGS; AND READY TO RECEIVE FLOORING. DO NOT PROCEED WITH FLOORING INSTALLATION UNTIL RESULTS OF MOISTURE TESTS ARE ACCEPTABLE. ALL TEST RESULTS SHALL BE DOCUMENTED AND RETAINED.
- D. CONCRETE PH TESTING: PERFORM PH TESTS ON CONCRETE FLOORS REGARDLESS OF THEIR AGE OR GRADE LEVEL. ALL TEST RESULTS SHALL BE DOCUMENTED AND RETAINED.
- E. PERFORM SUBFLOOR RELATIVE HUMIDITY AND/OR CALCIUM CHLORIDE TESTS & BOND TESTS AS DESCRIBED IN "AMTICO INSTALLATION GUIDE," TO DETERMINE IF SURFACES ARE DRY, FREE OR CURING AND HARDENING COMPOUNDS, OLD ADHESIVE, AND OTHER COATINGS, AND READY TO RECEIVE FLOORING. MAXIMUM LEVELS TO BE DETERMINED BASED ON ADHESIVE CHOICE AND MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS.
- F. VACUUM OR BROOM-CLEAN SURFACES TO BE COVERED IMMEDIATELY BEFORE THE APPLICATION OF FLOORING.

3.04 INSTALLATION OF FLOORING

- A. INSTALL FLOORING IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "ARMSTRONG FLOORING GUARANTEED INSTALLATION SYSTEMS, MANUAL, F-5061 AND MANNINGTON'S PROFESSIONAL INSTALLATION GUIDE" AND ANY OTHER PRODUCT SPECIFIC PUBLISHED INSTALLATION INSTRUCTIONS. FAILURE TO COMPLY MAY RESULT IN VOIDING THE MANUFACTURER'S WARRANTY LISTED IN SECTION 1.09.
- B. INSTALL FLOORING WALL TO WALL BEFORE THE INSTALLATION OF FLOOR-SET CABINETS, CASEWORK, FURNITURE, EQUIPMENT, MOVABLE PARTITIONS, ETC. EXTEND FLOORING INTO TOE SPACES, DOOR RECESSES, CLOSETS, AND SIMILAR OPENINGS AS SHOWN ON THE DRAWINGS.
- C. IF REQUIRED, INSTALL FLOORING ON PAN-TYPE FLOOR ACCESS COVERS. MAINTAIN CONTINUITY OF COLOR AND PATTERN WITHIN PIECES OF FLOORING INSTALLED ON THESE COVERS. ADHERE FLOORING TO THE SUBFLOOR AROUND COVERS AND TO COVERS.
- D. SCRIBE, CUT, AND FIT TO PERMANENT FIXTURES, COLUMNS, WALLS, PARTITIONS, PIPES, OUTLETS, AND BUILT-IN FURNITURE AND CABINETS.

- E. ROLL WITH A 100-POUND (45.36 KILOGRAM) ROLLER IN THE FIELD AREAS. REFER TO SPECIFIC ROLLING INSTRUCTIONS OF THE FLOORING MANUFACTURER.
- F. INSTALL FLOORING WITH ADHESIVES, TOOLS, AND PROCEDURES IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. OBSERVE THE RECOMMENDED ADHESIVE TROWEL NOTCHING, OPEN TIMES, AND WORKING TIMES.

3.05 INSTALLATION OF ACCESSORIES

- A. APPLY TOP SET WALL BASE TO WALLS, COLUMNS, CASEWORK, AND OTHER PERMANENT FIXTURES IN AREAS WHERE TOP-SET BASE IS REQUIRED. INSTALL BASE IN LENGTHS AS LONG AS PRACTICAL, WITH INSIDE CORNERS FABRICATED FROM BASE MATERIALS THAT ARE MITERED OR COPED. TIGHTLY BOND BASE TO VERTICAL SUBSTRATE WITH CONTINUOUS CONTACT AT HORIZONTAL AND VERTICAL SURFACES.
- B. FILL VOIDS WITH PLASTIC FILLER ALONG THE TOP EDGE OF THE RESILIENT WALL BASE OR INTEGRAL COVE CAP ON MASONRY SURFACES OR OTHER SIMILAR IRREGULAR SUBSTRATES.
- C. PLACE RESILIENT EDGE STRIPS TIGHTLY BUTTED TO FLOORING, AND SECURE WITH ADHESIVE RECOMMENDED BY THE EDGE STRIP MANUFACTURER. INSTALL EDGE STRIPS AT EDGES OF FLOORING THAT WOULD OTHERWISE BE EXPOSED.

3.06 CLEANING

- PERFORM INITIAL AND ON-GOING MAINTENANCE ACCORDING TO THE LATEST EDITION OF THE MANUFACTURER'S MAINTENANCE AND WARRANTY LITERATURE.

3.07 PROTECTION

- PROTECT INSTALLED FLOORING AS RECOMMENDED BY THE FLOORING MANUFACTURER AGAINST DAMAGE FROM ROLLING LOADS, OTHER TRADES, OR THE PLACEMENT OF FIXTURES AND FURNISHINGS.
- DO NOT WAX, POLISH, SEAL OR APPLY OTHER FINISHES TO THE INSTALLED LVT FLOORING UNLESS SPECIFICALLY DIRECTED BY END USER.

END OF SECTION

SECTION 09 68 13 - CARPET TILE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. CARPET TILE AND BACKING FULLY ADHERED.

1.2 SUBMITTALS

- A. SUBMIT UNDER PROVISIONS OF SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS.
- B. PRODUCT DATA: MANUFACTURER'S DATA SHEETS ON EACH PRODUCT TO BE USED, INCLUDING:
1. PREPARATION INSTRUCTIONS AND RECOMMENDATIONS.
 2. STORAGE AND HANDLING REQUIREMENTS AND RECOMMENDATIONS.
 3. INSTALLATION METHODS.
- C. VERIFICATION SAMPLES: FOR EACH FINISH PRODUCT SPECIFIED, TWO SAMPLES, REPRESENTING ACTUAL PRODUCT AND FINISH.
- D. EXTRA STOCK: SUBMIT EXTRA STOCK EQUAL TO 2% OF TOTAL INSTALLED.

1.3 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS: MINIMUM 5 YEAR EXPERIENCE MANUFACTURING SIMILAR PRODUCTS.
- B. INSTALLER QUALIFICATIONS: MINIMUM 2 YEAR EXPERIENCE INSTALLING SIMILAR PRODUCTS.
- C. PERFORMANCE: FIRE PERFORMANCE MEETING REQUIREMENTS OF BUILDING CODE AND LOCAL AUTHORITIES.
- D. MOCK-UP: PROVIDE A MOCK-UP FOR EVALUATION OF SURFACE PREPARATION TECHNIQUES AND APPLICATION OF WORKMANSHIP BY ARCHITECT.
1. FINISH AREAS DESIGNATED BY ARCHITECT.
 2. DO NOT PROCEED WITH REMAINING WORK UNTIL WORKMANSHIP IS APPROVED BY ARCHITECT.
 3. REFINISH MOCK-UP AREA AS REQUIRED TO PRODUCE ACCEPTABLE WORK.

1.4 PRE-INSTALLATION MEETINGS

- A. CONVENE MINIMUM TWO WEEKS PRIOR TO STARTING WORK OF THIS SECTION.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. DELIVER AND STORE PRODUCTS IN MANUFACTURER'S UNOPENED PACKAGING BEARING THE BRAND NAME AND MANUFACTURER'S IDENTIFICATION UNTIL READY FOR INSTALLATION.
- B. HANDLING: HANDLE MATERIALS TO AVOID DAMAGE.

1.6 PROJECT CONDITIONS

- A. MAINTAIN ENVIRONMENTAL CONDITIONS (TEMPERATURE, HUMIDITY, AND VENTILATION) WITHIN LIMITS RECOMMENDED BY MANUFACTURER FOR OPTIMUM RESULTS. DO NOT INSTALL PRODUCTS UNDER ENVIRONMENTAL CONDITIONS OUTSIDE MANUFACTURER'S RECOMMENDED LIMITS .

1.7 SEQUENCING

- A. ENSURE THAT PRODUCTS OF THIS SECTION ARE SUPPLIED TO AFFECTED TRADES IN TIME TO PREVENT INTERFERENCE OF CONSTRUCTION PROGRESS.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. ACCEPTABLE MANUFACTURERS: MOHAWK COMMERCIAL CARPETS, FIELD VERIFY TO MATCH EXISTING.
- B. REQUESTS FOR SUBSTITUTIONS WILL BE CONSIDERED IN ACCORDANCE WITH PROVISIONS OF SECTION 01 60 00 - PRODUCT REQUIREMENTS.

2.2 MATERIALS

- A. CARPET TILE:
1. MATERIAL: HIGH-PERFORMANCE NYLON BONDED TO RESILIENT BACKING.
 2. MATERIAL: TUFTED TEXTURED LOOP.
 3. FIBER: ANTRON LUMENA DNA NYLON TYPE 6.6
 4. BACKING: AFFIXX HARDBACK TILE, AFIRMA II HARDBACK TILE, NEXSTEP CUSHION TILE.
 5. INSTALLATION METHOD: GLUE-DOWN.
 6. INSTALLATION METHOD: PARTIAL GLUE-DOWN.
 7. INSTALLATION METHOD: FREE-LAY.
 8. AUXILIARY MATERIALS:
 - a. EDGE GUARDS.
 - b. ADHESIVES, CEMENTS AND FASTENERS.
 - c. LEVELING COMPOUND.

PART 3

EXECUTION

3.1 EXAMINATION

- A. DO NOT BEGIN INSTALLATION UNTIL SUBSTRATES HAVE BEEN PROPERLY PREPARED.
- B. IF SUBSTRATE PREPARATION IS THE RESPONSIBILITY OF ANOTHER INSTALLER, NOTIFY ARCHITECT OF UNSATISFACTORY PREPARATION BEFORE PROCEEDING.

3.2 PREPARATION

- A. CLEAN SURFACES THOROUGHLY PRIOR TO INSTALLATION.
- B. PREPARE SURFACES USING THE METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE SUBSTRATE UNDER THE PROJECT CONDITIONS.

3.3 INSTALLATION

- A. INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND IN PROPER RELATIONSHIP WITH ADJACENT CONSTRUCTION. TEST FOR PROPER OPERATION AND ADJUST UNTIL SATISFACTORY RESULTS ARE OBTAINED.
- B. COMPLY WITH RECOMMENDATIONS OF CARPET AND RUG INSTITUTE "SPECIFIER'S HANDBOOK".

3.4 PROTECTION

- A. PROTECT INSTALLED PRODUCTS UNTIL COMPLETION OF PROJECT.
- B. TOUCH-UP, REPAIR OR REPLACE DAMAGED PRODUCTS BEFORE SUBSTANTIAL COMPLETION.

END OF SECTION

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

- 1.01 WORK INCLUDED: ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE THE PAINTING AND FINISHING OF ALL EXISTING EXTERIOR SURFACES, AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A. PRIME PAINTING UNPRIMED SURFACES TO BE PAINTED.
- B. PAINTING ALL ITEMS FURNISHED WITH A PRIME COAT OF PAINT, INCLUDING TOUCHING UP OF OR REPAIRING OF ABRADED, DAMAGED OR RUSTED PRIME COATS APPLIED BY OTHERS.
- C. PAINTING ALL FERROUS METALS (EXCEPT STAIN, STL.) EXPOSED TO VIEW.
- D. PAINTING ALL GALVANIZED FERROUS METALS EXPOSED TO VIEW.
- E. PAINTING ALL PIPES, PIPE COVERINGS, CONDUIT, DUCTS INSULATION, HANGERS, SUPPORTS AND ALL OTHER MECHANICAL AND ELECTRICAL ITEMS AND EQUIPMENT EXPOSED TO VIEW.
- F. PAINTING SURFACES ABOVE, BEHIND OR BELOW GRILLES, GRATINGS, DIFFUSERS LOUVERS, LIGHTING FIXTURES, AND THE LIKE, WHICH ARE VISIBLE TO VIEW THROUGH THESE ITEMS.
- G. INCIDENTAL PAINTING AND TOUCHING UP AS REQUIRED TO PRODUCE PROPER FINISH FOR ALL PAINTED SURFACES, INCLUDING TOUCHING UP OF FACTORY-FINISHED ITEMS.
- H. PAINTING OF ANY SURFACE NOT SPECIFICALLY MENTIONED TO BE PAINTED HEREIN OR ON DRAWINGS, BUT FOR WHICH PAINTING IS OBVIOUSLY NECESSARY TO COMPLETE THE JOB, OR WORK WHICH COMES WITHIN THE INTENT OF THESE SPECIFICATIONS, SHALL BE INCLUDED AS THOUGH SPECIFIED.
- I. PAINTING OF EXISTING EXTERIOR WINDOW FRAMES, SILLS AND VERTICAL TRIM/FINS.

1.02 MATERIALS & EQUIPMENT NOT TO BE PAINTED

- A. ITEMS OF EQUIPMENT FURNISHED W/COMPLETE FACTORY FINISH, EXCEPT FOR ITEMS SPECIFIED TO BE GIVEN A FINISH COAT UNDER THIS SECTION.
- B. NON-FERROUS METALS, EXCEPT FOR ITEMS SPECIFIED AND/OR INDICATED TO BE PAINTED.
- C. FINISHED HARDWARE, EXCEPT HARDWARE THAT IS FACTORY PRIMED TO RECEIVE PAINT.
- D. SURFACES NOT TO BE PAINTED SHALL BE LEFT COMPLETELY FREE OF DROPPINGS AND ACCIDENTALLY APPLIED MATERIALS RESULTING FROM THE WORK OF THIS SECTION.

1.03 COORDINATION

- A. WITH CLEANING OF EXISTING MATERIAL AS REQUIRED.
- B. PAINTING SHALL BE SCHEDULED SO AS NOT TO INTERFERE/CAUSE EXTRA WORK FOR THE WORK OF OTHER SECTIONS.

1.04 QUALITY ASSURANCE

- A. PAINTER'S QUALIFICATIONS: ONLY SKILLED MECHANICS SHALL BE EMPLOYED WITH MINIMUM OF SEVEN YEARS EXPERIENCE. USE ONLY QUALIFIED JOURNEYMAN PAINTERS FOR THE MIXING & APPLICATION OF PAINT ON EXPOSED SURFACES.
- B. PAINT COORDINATION: PROVIDE FINISH COATS, WHICH ARE COMPATIBLE WITH THE PRIME PAINTS, USED. REVIEW OTHER SECTIONS OF THESE SPECIFICATIONS IN WHICH PRIME PAINTS ARE TO BE PROVIDED TO ENSURE COMPATIBILITY OF THE TOTAL COATINGS SYSTEM FOR THE VARIOUS SUBSTRATES. UPON REQUEST FROM OTHER SUBCONTRACTORS, FURNISH INFORMATION ON THE CHARACTERISTICS OF THE FINISH MATERIALS PROPOSED TO BE USED, TO ENSURE THAT COMPATIBLE PRIME COATS ARE USED. PROVIDE BARRIER COATS OVER INCOMPATIBLE PRIMERS OR REMOVE AND RE-PRIME AS REQUIRED. NOTIFY THE ARCHITECT IN WRITING OF ANY ANTICIPATED PROBLEMS USING THE COATING SYSTEMS AS SPECIFIED WITH SUBSTRATES PRIMED BY OTHERS.

1.05 SUBMITTALS

- A. PAINTING SCHEDULE/MATERIALS LIST: SUBMIT TO THE ARCHITECT A COMPLETE LIST OF ALL PAINT MATERIALS PROPOSED TO BE FURNISHED & INSTALLED UNDER THIS PORTION OF THE WORK, AND A DETAILED LISTING OF LOCATIONS. (THIS SHALL IN NO WAY BE CONSTRUED AS PERMITTING SUBSTITUTION OF MATERIALS FOR THOSE SPECIFIED OR ACCEPTED FOR THIS WORK BY THE ARCHITECT.)
- B. SUBMIT PRODUCT DATA SHEETS, MSDS SHEETS & CERTIFICATIONS FOR REVIEW AND APPROVAL.
- C. SAMPLES: SUBMIT THREE COMPLETE SET OF COLOR CHARTS FOR FULL RANGE OF MANUFACTURER STANDARD AND CUSTOM COLOR SELECTIONS.
- D. SUBSTITUTION OF SPECIFIED MATERIALS/PRODUCTS: IN EACH CASE WHERE MATERIAL PROPOSED IS NOT MATERIAL SPECIFIED OR SPECIFICALLY DESCRIBED AS AN ACCEPTABLE ALTERNATE IN THIS SECTION, SUBMIT ALL OF THE ABOVE MATERIALS FOR THE PROPOSED PRODUCT FOR REVIEW.

1.06 PRODUCT HANDLING

- A. DELIVER ALL PAINT MATERIALS TO THE JOB SITE IN THEIR ORIGINAL UNOPENED CONTAINERS W/ALL LABELS INTACT & LEGIBLE AT TIME OF USE.
- B. PROTECTION:
 1. STORE ONLY THE APPROVED MATERIALS, AT THE JOB SITE, AND STORE ONLY IN A SUITABLE AND DESIGNATED AREA RESTRICTED TO THE STORAGE OF PAINT MATERIALS AND RELATED EQUIPMENT.
 2. USE ALL MEANS NECESSARY TO ENSURE THE SAFE STORAGE AND USE OF PAINT MATERIALS AND THE PROMPT AND SAFE DISPOSAL OF WASTE.
 3. USE ALL MEANS NECESSARY TO PROTECT PAINT MATERIALS BEFORE, DURING AND AFTER APPLICATION AND TO PROTECT THE INSTALLED WORK AND MATERIALS OF ALL OTHER TRADES.
- C. REPLACEMENTS: IN THE EVENT OF DAMAGE, IMMEDIATELY MAKE ALL REPAIRS AND REPLACEMENT NECESSARY.

1.07 JOB CONDITIONS:

- A. APPLY WATER-BASED PAINTS ONLY WHEN THE TEMPERATURE OF SURFACES TO BE PAINTED AND THE SURROUNDING AIR TEMPERATURES ARE BETWEEN 50 DEG. F. AND 90 DEG. F., UNLESS OTHERWISE PERMITTED BY THE PAINT MANUFACTURER'S PRINTED INSTRUCTIONS.
- B. APPLY SOLVENT-THINNED PAINTS ONLY WHEN THE TEMPERATURE OF SURFACES TO BE PAINTED AND THE SURROUNDING AIR TEMPERATURES ARE BETWEEN 45 DEG. F. AND 95 DEG. F., UNLESS OTHERWISE PERMITTED BY THE PAINT MANUFACTURER'S PRINTED INSTRUCTIONS.
- C. DO NOT APPLY PAINT IN SNOW, RAIN, FOG OR MIST, OR WHEN THE RELATIVE HUMIDITY EXCEEDS 85 PERCENT, OR TO DAMP OR WET SURFACES; UNLESS OTHERWISE PERMITTED BY THE PAINT MFR'S PRINTED INSTRUCTIONS.
- D. TESTING FOR MOISTURE CONTENT: CONTRACTOR SHALL TEST ALL CONCRETE, AND CMU SURFACES FOR MOISTURE CONTENT USING A RELIABLE ELECTRONIC MOISTURE METER. CONTRACTOR SHALL ALSO TEST LATEX TYPE FILLER FOR MOISTURE CONTENT BEFORE APPLICATION OF TOPCOATS OF PAINT. DO NOT APPLY ANY PAINT OR SEALER TO ANY SURFACE OR TO LATEX TYPE FILLER WHERE THE MOISTURE CONTENT EXCEEDS 8 PERCENT AS MEASURED BY THE ELECTRONIC MOISTURE METER.

1.08 EXTRA MATERIALS:

- A. UPON COMPLETION OF THIS PORTION OF THE WORK, DELIVER TO THE OWNER AN EXTRA STOCK OF PAINT EQUALING APPROX. 10 PERCENT OF EACH COLOR & TYPE USED IN EACH COATING MATERIAL USED, WITH ALL SUCH EXTRA STOCK TIGHTLY SEALED IN CLEARLY LABELED CONTAINERS.

PART 2 - PRODUCTS:

2.01 MANUFACTURER:

- A. PROVIDE BEST QUALITY AND GRADE PAINTING PRODUCTS FOR ALL REQUIRED PAINTING IN STRICT ACCORDANCE WITH SCHEDULES IN THIS SECTION, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN. COMPLY WITH NUMBER OF COATS AND REQUIRED MINIMUM MIL. THICKNESS AS RECOMMENDED BY MANUFACTURER AND INDUSTRY STANDARDS.
- B. PAINT TO BE AS MANUFACTURED BY SHERWIN-WILLIAMS COMPANY OR APPROVED EQUAL. COMPLY WITH OWNER'S RULES AND REGULATIONS FOR PAINTING.
- C. MATERIALS SHALL COMPLY WITH VOLATILE ORGANIC COMPOUND (VOC) REQUIREMENTS OF THE FEDERAL CLEAN AIR STANDARDS AND STATE REGULATIONS CONCERNING VOC CONTENT OF PAINTS.

2.02 PROJECT STANDARDS

- A. THE VARIOUS SURFACES SHALL BE PAINTED OR FINISHED AS SPECIFIED AT THE END OF THE SECTION. HOWEVER, THE ARCHITECT RESERVES THE RIGHT TO CHANGE THE FINISHES WITHIN RANGE OF FLAT, SEMI-GLOSS OR GLOSS, WITHOUT ADDITIONAL COST TO THE OWNER.
- B. ALL PAINTS, VARNISHES, ENAMELS, LACQUERS, STAINS AND SIMILAR MATERIALS MUST BE DELIVERED IN THE ORIGINAL CONTAINERS WITH THE SEALS UNBROKEN AND LABEL INTACT AND W/ MANUFACTURER'S INSTRUCTION PRINTED THEREON.
- C. ALL PAINTING MATERIALS SHALL BEAR IDENTIFYING LABELS ON THE CONTAINERS WITH THE MANUFACTURER'S INSTRUCTIONS PRINTED THEREON.
- D. PAINT SHALL NOT BE BADLY SETTLED, CAKED OR THICKENED IN THE CONTAINER, SHALL BE READILY DISPERSED WITH A PADDLE TO A SMOOTH CONSISTENCY AND SHALL HAVE EXCELLENT APPLICATION PROPERTIES.
- E. PAINT SHALL ARRIVE ON THE JOB COLOR-MIXED EXCEPT FOR TINTING OF UNDERCOATS AND POSSIBLE THINNING.
- F. ALL THINNING AND TINTING MATERIALS SHALL BE AS RECOMMENDED BY THE MANUFACTURER FOR THE PARTICULAR MATERIAL THINNED OR TINTED.
- G. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT ALL MIXED COLORS MATCH THE COLOR SELECTION MADE BY THE ARCHITECT PRIOR TO COATING APPLICATION.

PART 3 - EXECUTION

3.01 INSPECTION

- A. EXAMINE THE AREAS AND CONDITIONS WHERE PAINTING AND FINISHING IS TO BE INSTALLED & NOTIFY THE ARCHITECT OF CONDITIONS DETRIMENTAL TO THE PROPER & TIMELY COMPLETION OF THE WORK. DO NOT PROCEED W/THE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE ARCHITECT.

3.02 SURFACE PREPARATION:

- A. REFERENCES:
 1. "Systems And Specifications, SSPC Painting Manual, Volume 2" AS DISTRIBUTED BY THE SSPC, 40 24th Street, 6th Floor, Pittsburgh, PA 15222, 877.281.7772
- B. THE CONTRACTOR SHALL BE HELD WHOLLY RESPONSIBLE FOR THE FINISHED APPEARANCE AND SATISFACTORY COMPLETION OF PAINTING WORK.
- C. ALL SUBSTRATES MUST BE PROPERLY CLEANED & PREPARED; ALL SUBSTRATES TO BE PAINTED OR FINISHED SHALL BE PERFECTLY DRY, CLEAN AND SMOOTH.
- D. CLEAN ALL SURFACES BEFORE PAINTING IS STARTED.
- E. PREPARATION OF PREVIOUSLY PAINTED METALS
 1. REMOVE OLD, LOOSE PAINT BY SCRAPING, WIRE BRUSHING OR BY POWER TOOL.
 2. SOLVENT OR DETERGENT CLEAN TO REMOVE OIL, GREASE AND DIRT.
 3. SAND GLOSSY SURFACES AND REMOVE THE DUST.
 4. A TEST PATCH OF ANY NEW COATING SHOULD BE TRIED TO BE SURE IT DOES NOT LIFT OR WRINKLE THE OLD FILM.
- F. PREPARATION OF (BARE) FERROUS METAL (IRON AND STEEL)
 1. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
 2. POWER OR HAND TOOLS SHOULD BE USED TO REMOVE ALL MILL SCALE AND RUST. IF CORRODED OR PITTED, BARE METAL SHOULD BE WIRE BRUSHED OR POWER TOOLED TO REMOVE OXIDATION.
 3. PRIME WITH A RUST INHIBITING METAL PRIMER.
- G. PREPARATION OF (BARE) GALVANIZED METAL
 1. PROTECTIVE COATING MUST BE REMOVED BEFORE PAINTING BY SOLVENT WASHING OR BY WEATHERING AT LEAST SIX MONTHS.
 2. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
- H. PREPARATION OF (BARE) ALUMINUM/LIGHT ALLOYS
 1. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
 2. IF CORRODED OR PITTED, BARE METAL SHOULD BE WIRE BRUSHED OR POWER TOOLED TO REMOVE OXIDATION.
- I. PREPARATION OF (BARE) COPPER/BRASS/BRONZE
 1. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
 2. IF CORRODED OR PITTED, BARE METAL SHOULD BE WIRE BRUSHED OR POWER TOOLED TO REMOVE OXIDATION.
- J. PREPARATION OF CONCRETE/MASONRY/BLOCK
 1. AGE NEW CONCRETE A MINIMUM OF 28-30 DAYS.
 2. SOLVENT WASH TO REMOVE FORM OILS.
 3. FILL VOIDS WITH APPROPRIATE CONCRETE PATCH.

3.03 WORKMANSHIP

- A. EVENLY SPREAD AND FLOWED-ON SMOOTHLY TO AVOID RUNS, SAGS, HOLIDAYS, BRUSH MARKS, AIR BUBBLES AND EXCESSIVE ROLLER STIPPLE.
- B. COVERAGE AND HIDE SHALL BE COMPLETE; IF COLOR, STAIN, DIRT OR UNDERCOATS SHOW THROUGH FINAL COAT OF PAINT, THE SURFACE SHALL BE COVERED BY ADDITIONAL COATS UNTIL THE PAINT FILM IS OF UNIFORM FINISH, COLOR, APPEARANCE AND COVERAGE, AT NO ADDITIONAL COST TO THE OWNER.
- C. LET ALL COATS DRY TO MANUFACTURER'S RECOMMENDATIONS BEFORE APPLYING SUCCEEDING COATS.

3.04 REQUIRED LOCATIONS

- A. PAINT AREAS INDICATED IN THE DRAWINGS.

3.05 APPLICATION

- A. INSTALL PAINTING PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED INSTRUCTIONS AND RECOMMENDATIONS; APPLICATION SHALL BE BY SPRAYED.
- B. USE APPLICATORS BEST SUITED FOR THE TYPE OF MATERIAL BEING APPLIED.
- C. THE NUMBER OF COATS AND FINAL PAINT FILM THICKNESS REQUIRED IS THE SAME REGARDLESS OF THE APPLICATION METHOD.
 1. SAND WITH FINE SANDPAPER OR RUB WITH PUMICE STONE BETWEEN EACH ENAMEL OR VARNISH COAT APPLICATION, THEN CLEAN. FINAL RESULT SHALL BE AN EVEN, SMOOTH SURFACE IN ACCORDANCE WITH THE COATING MANUFACTURER'S DIRECTIONS.
 2. APPLY ADDITIONAL COATS WHEN UNDERCOATS, STAINS, OR OTHER CONDITIONS SHOW THROUGH THE FINAL COAT OF PAINT, UNTIL THE PAINT FILM IS OF UNIFORM FINISH, COLOR AND APPEARANCE. GIVE SPECIAL ATTENTION TO INSURE THAT ALL SURFACES, INCLUDING EDGES, CORNERS, CREVICES, WELDS, AND EXPOSED FASTENERS RECEIVE A FILM THICKNESS EQUIVALENT TO THAT OF FLAT SURFACES.
- D. THE CONTRACTOR SHALL FOLLOW THE SPECIFIED MINIMUM DRY FILM (MDF) THICKNESS REQUIREMENTS IN THE APPLICATION OF TWO-COAT AND THREE-COAT WORK. (THE MDF FOR EACH COAT SHALL NOT BE LESS THAN 1.5 MILS. THE MDF SPECIFIED IS PREDICATED ON AVERAGE SURFACE ROUGHNESS.)
 1. THE MDF FOR THREE-COAT WORK SHALL NOT BE LESS THAN 5.0 MILS TOTAL.
 2. THE MDF FOR TWO-COAT WORK SHALL NOT BE LESS THAN 3.0 MILS TOTAL.
- E. SCHEDULING PAINTING:
 1. APPLY THE FIRST COAT MATERIAL TO SURFACES THAT HAVE BEEN CLEANED, PRETREATED OR OTHERWISE PREPARED FOR PAINTING AS SOON AS PRACTICABLE AFTER PREPARATION AND BEFORE SUBSEQUENT SURFACE DETERIORATION.
 2. ALLOW SUFFICIENT TIME BETWEEN SUCCESSIVE COATINGS TO PERMIT PROPER DRYING. DO NOT RE-COAT UNTIL PAINT HAS DRIED TO WHERE IT FEELS FIRM, DOES NOT DEFORM OR FEEL STICKY UNDER MODERATE THUMB PRESSURE, AND THE APPLICATION OF ANOTHER COAT OF PAINT DOES NOT CAUSE LIFTING OR LOSS OF ADHESION OF THE UNDERCOAT.
- F. REAPPLICATION OF PRIME COATS:
 1. RE-COAT PRIMED AND SEALED SURFACES WHERE THERE IS EVIDENCE OF SUCTION SPOTS OR UNSEALED AREAS IN FIRST COAT, TO ASSURE A FINISH COAT WITH NO BURN THROUGH OR OTHER DEFECTS DUE TO INSUFFICIENT SEALING.
- G. PIGMENTED (OPAQUE) FINISHES:
 1. COMPLETELY COVER TO PROVIDE AN OPAQUE, SMOOTH SURFACE OF UNIFORM FINISH, COLOR, APPEARANCE AND COVERAGE.
- H. "TOUCHING-UP" OF FACTORY FINISHES:
 1. UNLESS OTHERWISE SPECIFIED OR SHOWN, MATERIALS WITH A FACTORY FINISH SHALL NOT BE PAINTED AT THE PROJECT SITE. IF "TOUCH-UP" IS REQUIRED, THE CONTRACTOR SHALL USE THE FACTORY FINISH MATERIAL OR MANUFACTURER'S RECOMMENDED PAINT MATERIALS TO REPAIR ABRADED, CHIPPED, OR OTHERWISE DEFECTIVE SURFACES.

3.06 PROTECTION

- A. REMOVE AND PROTECT HARDWARE, ACCESSORIES, DEVICE PLATES, LIGHTING FIXTURES, FACTORY FINISHED WORK, AND SIMILAR ITEMS, OR PROVIDE AMPLE IN-PLACE PROTECTION DURING PAINTING. SKILLED WORKMEN SHALL CAREFULLY REPLACE ALL REMOVED ITEMS AT COMPLETION OF PAINTING.
- B. REMOVE ELECTRICAL OUTLET/SWITCH BOX COVERS BEFORE PAINTING WALLS; PAINT SEPARATELY AND REINSTALL AFTER ALL PAINT IS DRY.
- C. THE CONTRACTOR SHALL PROTECT HIS WORK AT ALL TIMES, AND SHALL PROTECT ALL ADJACENT WORK AND MATERIALS BY SUITABLE COVERING OR OTHER METHOD DURING PROGRESS OF HIS WORK. UPON COMPLETION OF THE WORK, HE SHALL REMOVE ALL PAINT AND VARNISH SPOTS FROM ALL SURFACES.
- D. PROTECT WORK OF OTHER TRADES, WHETHER TO BE PAINTED OR NOT, AGAINST DAMAGE BY THE PAINTING AND FINISHING WORK. LEAVE ALL SUCH WORK UNDAMAGED, CORRECT ANY DAMAGES BY CLEANING, REPAIRING OR REPLACING, AND REPAINTING AS ACCEPTABLE TO THE ARCHITECT.
- E. PROVIDE "WET PAINT" SIGNS AS REQUIRED TO PROTECT NEWLY PAINTED FINISHES.



GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MN 48411
CA 25649	MO A 2008005517
CO 401804	NV 5015
CT 7547	NC 9671
DC 446C 0022	OH 9510925
DE 55-0008190	PA RA 403201
FL AR 0014044	

3.07 CLEAN UP

- A. DURING THE PROGRESS OF THE WORK, REMOVE FROM THE SITE ALL DISCARDED PAINT MATERIALS, RUBBISH, CANS & RAGS AT THE END OF EACH WORKDAY.
- B. UPON COMPLETION OF PAINTING WORK, CLEAN WINDOW GLASS AND OTHER PAINT-SPATTERED SURFACES. REMOVE SPATTERED PAINT BY PROPER METHODS OF WASHING AND SCRAPING, USING CARE NOT TO SCRATCH OR OTHERWISE DAMAGE FINISHED SURFACES.
- C. REMOVE TEMPORARY PROTECTIVE WRAPPINGS PROVIDED BY OTHERS FOR PROTECTION OF THEIR WORK AFTER COMPLETION OF PAINTING OPERATIONS.
- D. AT THE COMPLETION OF WORK OF OTHER TRADES, TOUCH-UP AND RESTORE ALL DAMAGED OR DEFACED PAINTED SURFACES.

3.08 SCHEDULE OF PAINT FINISHES

- A. INTERIOR GYPSUM DRYWALL/ SHEETROCK (UNPAINTED/NEW):
1. PRIMER COAT: S-W PROMAR 200 ZERO VOC INTERIOR LATEX PRIMER, 829W2600
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY, K45 EG-SHEL OR K46 SEMI-GLOSS.
- B. INTERIOR HOLLOW METAL DOORS AND/OR OTHER MISC. METALS (UNPAINTED/NEW):
1. PRIMER COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL URETHANE ALKYD ENAMEL, B54-150
- C. INTERIOR HOLLOW METAL DOOR FRAMES (PREVIOUSLY PAINTED):
1. PRIMER COAT (IF REQUIRED): S-W DTM BONDING PRIMER
 2. 1ST & 2ND COAT: S-W BOND-FLEX WATERBASED ACRYLIC COATING, "ALUMINUM", B71S200
- D. OTHER INTERIOR SURFACES, NOT SPECIFICALLY SPECIFIED:
1. PRIMER COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
 2. 1ST & 2ND COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
- E. INTERIOR CMU (UNPAINTED/NEW):
1. PRIMER COAT: LOXON BLOCK SURFACER A24
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY, K45 EG-SHEL OR K46 SEMI-GLOSS.
- F. INTERIOR CMU OR OTHER MASONRY (PREVIOUSLY PAINTED):
1. PRIMER COAT (IF REQUIRED): PREP-RITE PROBLOCK INTERIOR/EXTERIOR LATEX PRIMER B51W620
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY, K45 EG-SHEL OR K46 SEMI-GLOSS.
- G. EXTERIOR CMU, STUCCO AND/OR BRICK (ALL AREAS - PREVIOUSLY PAINTED AND/OR NEW):
1. PRIMER COAT: (NONE REQUIRED FOR WATERPROOFING SYSTEM)
 - 1a. VERY POROUS/POOR CONDITION SURFACES MAY REQUIRE (1 COAT) LOXON BLOCK SURFACER OR LOXON CONDITIONER A24-300; AS DIRECTED BY ARCHITECT/PAINT MANU.
 2. 1ST & 2ND COAT: S-W LOXON XP EXTERIOR WATERPROOFING COATING A24-1400.
- H. EXTERIOR METAL DOOR FRAMES AND/OR OTHER MISCELLANEOUS METALS:
1. PRIMER COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL URETHANE ALKYD ENAMEL B54-150

- I. ELECTRICAL, PLUMBING & MECHANICAL EQUIPMENT, NOT SPECIFICALLY SPECIFIED:
1. INCLUDES ALL EXPOSED PIPING, CONDUITS, DUCTWORK AND OTHER EXPOSED MEP EQUIPMENT
 2. USE HEAT RESISTING PAINT WHEN APPLIED TO HEATING LINES AND EQUIPMENT.
 3. EXPOSED DUCTWORK, PIPING, HANGERS AND EQUIPMENT:

- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66
4. EXPOSED COVERED PIPING, DUCTWORK AND EQUIPMENT:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66
5. FIRE SUPPRESSION SYSTEM PIPING:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66
6. EXPOSED UNDERCOVER DUCTWORK, PIPING, HANGERS & EQUIPMENT:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66

- J. EXISTING EXTERIOR ALUMINUM WINDOW FRAMES, SILLS AND VERTICAL TRIM/FINIS:

1. PRIMER COAT: S-W DTM ACRYLIC PRIMER/FINISH, B66W1
2. 1ST & 2ND COAT: S-W BOND-FLEX WATERBASED ACRYLIC COATING, "ALUMINUM", B71-S200

GLOSS

NOTE: PREP- SAND LIGHTLY WITH 100 GRIT SAND PAPER TO CREATE PROFILE PRIOR TO PRIMING. ALWAYS CHECK COMPATIBILITY OF THE PREVIOUSLY PAINTED SURFACE WITH THE NEW COATING BY APPLYING A TEST PATCH OF 2-3 SQUARE FEET. ALLOW TO DRY THOROUGHLY FOR 1 WEEK BEFORE CHECKING ADHESION - ASTM D3359 ADHESION TEST SHOULD BE DONE PRIOR TO COATING

END OF SECTION

DIVISION 10: SPECIALTIES

SECTION 10 20 00 - TOILET ACCESSORIES

PART 1 - GENERAL

1.01. WORK INCLUDES: ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE THE TOILET ROOM ACCESSORIES WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN. COORDINATE THE WORK WITH THE PLACEMENT OF INTERNAL WALL REINFORCEMENT.

1.02. SUBMITTALS: PRODUCT DATA: PROVIDE MANUFACTURER'S PRODUCT DATA ON ALL ACCESSORIES DESCRIBING SIZE, FINISH, AND DETAILS OF FUNCTION, ATTACHMENT METHODS, SUBMIT SCHEDULE WITH LOCATIONS, QUANTITIES, MOUNTING HEIGHTS, ETC. SUBMIT COPIES OF MANUFACTURER'S INSTALLATION INSTRUCTIONS AND MAINTENANCE PROCEDURES/INSTALLATIONS.

PART 2 - PRODUCTS

- A. PRODUCTS LISTED ARE AS MADE BY BOBRICK WASHROOM EQUIPMENT.
- B. OTHER ACCEPTABLE MANUFACTURERS: AMERICAN SPECIALTIES, INC.; BRADLEY CORPORATION
- C. SUBSTITUTION OF EQUIVALENT PRODUCTS SHALL BE APPROVED BY ARCHITECT .

2.02 MATERIALS

- A. MATERIALS FOR ACCESSORIES: SHOP ASSEMBLED, FREE OF DENTS & SCRATCHES AND PACKAGED COMPLETE WITH ANCHORS AND FITTINGS. STEEL ANCHOR PLATES, ADAPTERS, AND ANCHOR COMPONENTS FOR INSTALLATION. GRIND WELDED JOINTS SMOOTH.
- B. FABRICATE UNITS MADE OF METAL SHEET OF SEAMLESS STEELS, WITH FLAT SURFACES.
1. STAINLESS STEEL SHEET: ASTM A 666, TYPE 304.
 2. GALVANIZED SHEET STEEL: HOT-DIPPED GALVANIZED STEEL, ASTM A 653/A 653M, WITH G90/Z275 COATING.
 3. FINISH SHALL BE "NO. 4 SATIN BRUSHED FINISH".
- C. ADHESIVE: TWO-COMPONENT EPOXY TYPE, FIRE-PROOF.
- D. FASTENERS, SCREWS, & BOLTS: HOT DIP GALVANIZED, TAMPER-PROOF, AND SECURITY TYPE.
- E. EXPANSION SHIELDS: FIBER, LEAD, OR RUBBER AS RECOMMENDED BY ACCESSORY MANUFACTURER FOR COMPONENT AND SUBSTRATE.

2.03 TOILET ROOM ACCESSORY DESCRIPTIONS:

TOILET TISSUE DISPENSER: SURFACE-MOUNTED, MODEL B-76867, DOUBLE-ROLL TOILET TISSUE DISPENSER SHALL BE TYPE-304 STAINLESS STEEL, WITH SATIN FINISH. UNIT SHALL ACCOMMODATE TWO STANDARD-CORE TOILET PAPER ROLLS UP TO 5-1/2" (140MM) DIAMETER (1800 SHEETS). FLANGES AND SUPPORT ARMS SHALL BE 22 GAUGE (0.8MM) AND EQUIPPED WITH CONCEALED, 18 GAUGE (1.2MM) MOUNTING BRACKETS THAT ARE SECURED TO CONCEALED, 19-GAUGE (1.0MM) WALL PLATES WITH STAINLESS STEEL SETSCREWS. SPINDLES SHALL BE EQUIPPED WITH HEAVY-DUTY INTERNAL SPRINGS. MANUFACTURER'S SERVICE AND PARTS MANUAL SHALL BE PROVIDED TO THE BUILDING OWNER/MANAGER UPON REQUEST.

GRAB BAR (42" HORIZONTAL): SURFACE-MOUNTED, MODEL B-6806.99X42, 42" (1065MM) LONG, 1-1/2" (38MM) DIA. TUBING, PEENED FINISH, CONSTRUCTED OF 18-GAUGE (1.2MM), TYPE 304 SATIN-FINISH STAINLESS STEEL TUBING. CONCEALED MOUNTING FLANGE 14" (36MM) THICK, TYPE 304 STAINLESS STEEL PLATE, 2" W X 3 1/8" H (50 X 80MM), WITH SCREW HOLES FOR CONCEALED ANCHORS. COVER IS 22-GAUGE (0.8MM), TYPE 304 STAINLESS STEEL WITH SATIN FINISH, 3 1/4" (85MM) DIAMETER. COVER SNAPS OVER MOUNTING FLANGE TO CONCEAL SCREWS.

GRAB BAR (18" VERTICAL): SURFACE-MOUNTED, MODEL B-6806.99X18, 18" LONG, 1-1/2" (38MM) DIA. TUBING, PEENED FINISH, CONSTRUCTED OF 18-GAUGE (1.2MM), TYPE 304 SATIN-FINISH STAINLESS STEEL TUBING. CONCEALED MOUNTING FLANGE 14" (36MM) THICK, TYPE 304 STAINLESS STEEL PLATE, 2" W X 3 1/8" H (50 X 80MM), WITH SCREW HOLES FOR CONCEALED ANCHORS. COVER IS 22-GAUGE (0.8MM), TYPE 304 STAINLESS STEEL WITH SATIN FINISH, 3 1/4" (85MM) DIAMETER. COVER SNAPS OVER MOUNTING FLANGE TO CONCEAL SCREWS.

GRAB BAR (36" HORIZONTAL): SURFACE-MOUNTED, MODEL B-6806.99X36, 36" LONG, 1-1/2" (38MM) DIA. TUBING, PEENED FINISH, CONSTRUCTED OF 18-GAUGE (1.2MM), TYPE 304 SATIN-FINISH STAINLESS STEEL TUBING. CONCEALED MOUNTING FLANGE 14" (36MM) THICK, TYPE 304 STAINLESS STEEL PLATE, 2" W X 3 1/8" H (50 X 80MM), WITH SCREW HOLES FOR CONCEALED ANCHORS. COVER IS 22-GAUGE (0.8MM), TYPE 304 STAINLESS STEEL WITH SATIN FINISH, 3 1/4" (85MM) DIAMETER. COVER SNAPS OVER MOUNTING FLANGE TO CONCEAL SCREWS.

SOAP DISPENSER: COUNTER-MOUNTED, MODEL B-822, CORROSION RESISTANT SOAP DISPENSER HAS VANDAL-RESISTANT LOCKING COVER AND FREE-TURNING SPOUT. BODY AND SHANK ARE HIGH-IMPACT-RESISTANT ABS PLASTIC WITH A SHATTER-RESISTANT POLYETHYLENE CONTAINER, 34-FL. OZ. (1.0-L) CAPACITY, 4" (100MM) SPOUT LENGTH, 4" (100MM) MOUNTING THICKNESS, BRIGHT-POLISHED SPOUT.

SANITARY NAPKIN DISPOSAL: SURFACE-MOUNTED, MODEL B-254, TYPE-304 STAINLESS STEEL WITH ALL-WELDED CONSTRUCTION; EXPOSED SURFACES SHALL HAVE SATIN FINISH. DOOR SHALL BE SECURED TO CABINET WITH A FULL-LENGTH STAINLESS STEEL PIANO-HINGE AND EQUIPPED WITH A TUMBLER LOCK KEVED LIKE OTHER BOBRICK WASHROOM ACCESSORIES. UNIT SHALL HAVE A SELF-CLOSING PANEL COVERING EACH DISPOSAL OPENING. PANEL SHALL HAVE BOTTOM EDGE HEMMED FOR SAFETY, BE SECURED TO DOOR WITH SPRING-LOADED, FULL-LENGTH STAINLESS STEEL PIANO-HINGE, AND EQUIPPED WITH INTERNATIONAL GRAPHIC SYMBOLS IDENTIFYING SANITARY NAPKIN DISPOSAL. UNIT SHALL BE FURNISHED WITH A REMOVABLE, LEAK-PROOF MOLDED POLYETHYLENE RECEPTACLE. RECEPTACLE SHALL HAVE A CAPACITY OF 1-2-GAL. (4-6-L).

WASTE RECEPTACLE: RECESSED, MODEL B-3644, TYPE-304 STAINLESS STEEL WITH ALL-WELDED CONSTRUCTION; EXPOSED SURFACES SHALL HAVE SATIN FINISH. FLANGE SHALL BE DRAWN AND BEVELED, ONE-PIECE, SEAMLESS CONSTRUCTION. REMOVABLE WASTE RECEPTACLE SHALL BE SECURED TO CABINET WITH A TUMBLER LOCK KEVED LIKE OTHER BOBRICK WASHROOM ACCESSORIES. HAS FRONT AND SIDE EDGES OR BOTTOM AND ALL TOP EDGES HEMMED FOR SAFE HANDLING, AND SHALL HAVE A MINIMUM CAPACITY OF 12-GAL. (45-4-L).

CLOTHES HOOK & BUMPER: WALL-MOUNTED, MODEL B-212, CONSTRUCTED OF SOLID CAST ALUMINUM WITH MATTE FINISH. UNIT SHALL BE EQUIPPED WITH HARD RUBBER BUMPER.

FRAMED MIRROR UNIT: MODEL B-165 1836, 18" W X 36" H (46 X 91CM), ONE-PIECE, 12" X 1/2" X 3/8" (13 X 3 X 9.5MM) CHANNEL-FRAME. TYPE 430 STAINLESS STEEL WITH BRIGHT-POLISHED FINISH. MITERED CORNERS. FRAME SCREW PERMITS EASY REPLACEMENT OF GLASS. NO. 1 QUALITY, 1/4" (6MM) GLASS MIRROR, WARRANTED AGAINST SILVER SPOILAGE FOR 15 YEARS. GALVANIZED STEEL BACK, SECURED TO CONCEALED WALL HANGER WITH THEFT-RESISTANT MOUNTING.

TOILET PARTITIONS: (REFER TO SECTION 10 21 13)

SHOWER CURTAIN & ROD: MODEL B-6047 (LENGTHS VARY; SEE PLAN). TYPE 304 STAINLESS STEEL, SATIN FINISH, 18-64 DIA. ROD, 2-1/2" S22, S20, MOUNTING FLANGES. SHOWER CURTAIN MADE OF OPAQUE VINYL, 0.008 INCH THICK, MATTE FINISH, WITH ANTI-BACTERIAL TREATMENT, FLAMEPROOF AND STAIN-RESISTANT. 72 BY 72 INCHES, HEMMED EDGES WITH STAINLESS STEEL GROMMETS, PIERCED THROUGH TOP HEM ON 6 INCH CENTERS, WHITE (OR COLOR T.B.D.) CHROME-PLATED OR STAINLESS STEEL SPRING WIRE HOOKS DESIGNED FOR SNAP CLOSURE

UTILITY SHELF W/POD HOLDER: WALL-MOUNTED, MODEL B-224X36, TYPE-304 STAINLESS STEEL WITH SATIN FINISH. SHELF SHALL BE 18 GAUGE (1.2MM) WITH 1-1/2" (38MM) RETURN EDGE. MOUNTING BRACKETS, WELDED TO SHELF, SHALL BE 18 GAUGE (1.2MM) MANUFACTURER'S SERVICE AND PARTS MANUAL SHALL BE PROVIDED TO THE BUILDING OWNER/MANAGER UPON REQUEST.

HOOK STRIP: STAINLESS STEEL, MODEL B-232, TYPE-304 STAINLESS STEEL WITH SATIN FINISH. HOOKS SHALL BE 12 GAUGE (2.8MM) AND MOUNTING STRIP SHALL BE 18 GAUGE (1.2MM)

SOAP DISPENSER: SURFACE-MOUNTED, MODEL B-2112, TYPE-304 STAINLESS STEEL WITH SATIN FINISH, CORROSION-RESISTANT VALVE SHALL DISPENSE COMMERCIALLY MARKETED ALL-PURPOSE HAND SOAPS, TO PREVENT CORROSION OF THE TANK, USE ONLY CHLORIDE-FREE PH-NEUTRAL LIQUID SOAPS. VALVE SHALL BE OPERABLE WITH ONE HAND AND WITH LESS THAN 5 POUNDS OF FORCE (22.2 N) TO COMPLY WITH BARRIER-FREE ACCESSIBILITY GUIDELINES (INCLUDING ADAAG IN U.S.A.). CONTAINER SHALL BE EQUIPPED WITH A CLEAR ACRYLIC SOAP REFILL-INDICATOR WINDOW, A LOCKED, HINGED STAINLESS STEEL LID FOR TOP FILLING, AND SHALL HAVE A CAPACITY OF 40-FL. OZ (1.2-L). UNIT SHALL HAVE CONCEALED, VANDAL- RESISTANT MOUNTING.

PART 3 - EXECUTION

3.01. EXAMINATION: VERIFY EXISTING CONDITIONS BEFORE STALING WORK. VERIFY EXACT LOCATION OF ACCESSORIES FOR INSTALLATION. VERIFY THAT FIELD MEASUREMENTS ARE AS INDICATED ON DRAWINGS.

3.02. PREPARATION: DELIVER INSERTS AND ROUGH-IN FRAMES TO SITE FOR TIMELY INSTALLATION. PROVIDE TEMPLATES AND ROUGH-IN MEASUREMENTS AS REQUIRED.

3.03. INSTALLATION: INSTALL ACCESSORIES IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS, AND IN LOCATIONS SHOWN ON DRAWINGS. INSTALL PLUMB AND LEVEL, SECURELY AND RIGIDLY ANCHORED TO SUBSTRATE. MOUNTING HEIGHTS AND LOCATIONS: AS REQUIRED BY ACCESSIBILITY ADA REGULATIONS AND AS INDICATED ON DRAWINGS.

END OF SECTION

SECTION 10 21 13 - TOILET COMPARTMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. HIGH PRESSURE LAMINATE SUBSTRATE: (BOBRICK METROSERIES™)

1. TOILET PARTITIONS:

- a. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED.

2. URINAL PRIVACY SCREENS:

- a. CONFIGURATION: WALL-HUNG.

B. SOLID PHENOLIC, MOISTURE RESISTANT SUBSTRATE: (BOBRICK DURALINESERIES®)

1. TOILET PARTITIONS:

- a. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED.

2. URINAL PRIVACY SCREENS:

- a. CONFIGURATION: WALL-HUNG.

1.02 RELATED REQUIREMENTS

A. SECTION 061000 - ROUGH CARPENTRY, COORDINATION WITH BLOCKING IN WALLS TO SECURE PANELS, WALL POSTS AND STILES.

B. SECTION 095000 - CEILINGS, COORDINATION WITH LAYOUT AND INSTALLATION.

C. SECTION 092000 - PLASTER AND GYPSUM BOARD, COORDINATION WITH BLOCKING.

D. SECTION 093000 - TILING, COORDINATION WITH LAYOUT AND INSTALLATION.

E. SECTION 102800 - WASHROOM ACCESSORIES, FOR ACCESSORIES.

1.03 SUBMITTALS

A. PRODUCT DATA: SUBMIT MANUFACTURER'S DATA SHEETS FOR EACH PRODUCT SPECIFIED.

B. SHOP DRAWINGS: SUBMIT MANUFACTURER'S SHOP DRAWINGS FOR EACH PRODUCT SPECIFIED, INCLUDING THE FOLLOWING:

1. PLANS, ELEVATIONS, DETAILS OF CONSTRUCTION AND ATTACHMENT TO ADJACENT CONSTRUCTION.
2. SHOW ANCHORAGE LOCATIONS AND ACCESSORY ITEMS.
3. VERIFY DIMENSIONS WITH FIELD MEASUREMENTS PRIOR TO FINAL PRODUCTION OF TOILET COMPARTMENTS.

1.04 QUALITY ASSURANCE

A. MANUFACTURER: PROVIDE PRODUCTS MANUFACTURED BY A COMPANY WITH A MINIMUM OF 10 YEARS SUCCESSFUL EXPERIENCE SIMILAR MATERIALS AND PRODUCTS.

B. SINGLE SOURCE REQUIREMENTS: TO THE GREATEST EXTENT POSSIBLE PROVIDE PRODUCTS FROM A SINGLE MANUFACTURER.

C. ACCESSIBILITY REQUIREMENTS: COMPLY WITH REQUIREMENTS APPLICABLE IN THE JURISDICTION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO ADA AND ICC/ANSI A117.1 REQUIREMENTS AS APPLICABLE.

1.05 DELIVERY, STORAGE, AND HANDLING

A. DELIVER, STORE AND HANDLE MATERIALS AND PRODUCTS IN STRICT COMPLIANCE WITH MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS. PROTECT FROM DAMAGE.

1.06 WARRANTY

A. MANUFACTURER'S WARRANTY: MANUFACTURER'S STANDARD 2 YEAR WARRANTY FOR MATERIALS AND WORKMANSHIP. MANUFACTURER'S STANDARD 1 YEAR GUARANTEE AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR DOOR HARDWARE AND MOUNTING BRACKETS.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. BASIS-OF-DESIGN PRODUCTS: SPECIFICATIONS ARE BASED SOLELY ON THE PRODUCTS OF BOBRICK WASHROOM EQUIPMENT, INC., WWW.BOBRICK.COM. LOCATION OF MANUFACTURING SHALL BE THE UNITED STATES.

2.02 TOILET ROOM PARTITIONS:

- A. COMPACT LAMINATE (CL) 1080-1180: BOBRICK DURALINESERIES.
1. COLOR: AS INDICATED ON DRAWINGS.
- B. TOILET PARTITIONS:

1. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED PARTITIONS; EXTRUDED ANODIZED ALUMINUM WITH SATIN FINISH HEADRAILS, 0.045 INCH (1.14 MM) THICK WITH ANTI-GRIP PROFILE.
- a. BASIS-OF-DESIGN: BOBRICK (CL) DURALINESERIES TOILET PARTITIONS.
- i. HARDWARE: STANDARD HARDWARE.
- b. FIRE RESISTANCE:

- 1) FLAME SPREAD INDEX (ASTM E 84): 60 FOR PANELS, DOORS AND STILES.
 - 2) SMOKE DEVELOPED INDEX (ASTM E 84): 300 FOR PANELS, DOORS AND STILES.
 - 3) NFPA/IBC INTERIOR WALL AND CEILING
 - 4) FINISH: CLASS B.
- a. UNIFORM BUILDING CODE: CLASS II.

2. URINAL PRIVACY SCREENS:
- a. BASIS-OF-DESIGN: BOBRICK (CL) DURALINESERIES WALL-HUNG URINAL PRIVACY SCREENS.
- b. HARDWARE: TO MATCH PARTITION HARDWARE.
3. FIRE RESISTANCE:

- 1) FLAME SPREAD INDEX (ASTM E 84): 60 FOR PANELS AND STILES.
 - 2) SMOKE DEVELOPED INDEX (ASTM E 84): 300 FOR PANELS AND STILES.
 3. NATIONAL FIRE PROTECTION ASSOCIATION/INTERNATIONAL BUILDING CODE INTERIOR WALL AND CEILING FINISH: CLASS B.
- a. UNIFORM BUILDING CODE: CLASS II.

D. FINISHED THICKNESS: 1 INCH (25 MM) FOR STILES, DOORS, SCREENS AND PANELS. FINISHED THICKNESS OF DOORS AND STILES TO ENSURE FLUSH FRONT.

E. MATERIALS: 3-PLY; STILES, PANELS, DOORS AND SCREENS.

1. CORES: 45 LB (20.4 KG) DENSITY, INDUSTRIAL GRADE, RESIN-IMPREGNATED, PARTICLE BOARD.
2. SURFACES: HIGH PRESSURE LAMINATE ANSINEMA LD3-2005 MINIMUM THICKNESS 0.035 INCH (0.89 MM).
3. FABRICATION: HIGH PRESSURE LAMINATE BONDED TO CORE MATERIAL WITH ADHESIVE SPECIALLY FORMULATED TO PREVENT DELAMINATION. EDGES BONDED PRIOR TO BONDING FACE SHEETS. SPLICES OR JOINTS IN FACES OR EDGES ARE NOT ACCEPTABLE EXCEPT IN THE CASE OF LAMINATE MATERIAL LIMITATIONS.

F. WALL POSTS: PRE-DRILLED FOR DOOR HARDWARE, 18-8, TYPE 304, 16 GAUGE (1.6 MM) STAINLESS STEEL WITH SATIN FINISH, 1 INCH (25 MM) X 1-1/2 INCHES (38 MM) X 58 INCHES HIGH (1473 MM).

G. STILES: FLOOR-ANCHORED STILES FURNISHED WITH EXPANSION SHIELDS AND THREADED RODS.

1. OVERHEAD BRACED LEVELING DEVICES: 12 GAUGE, 3 INCH X 1.25 INCH (75 MM X 32 MM) ZINC PLATED STEEL WITH CHROMATE TREATMENT; FACTORY INSTALLED TO BOTTOM OF STILE.

2. STILE SHOES: ONE-PIECE, 22 GAUGE (0.8 MM), 18-8, TYPE 304 STAINLESS STEEL, 4 INCH (102 MM) HEIGHT, TOPS WITH 90 DEGREE RETURN TO STILE. ONE-PIECE SHOE CAPABLE OF ADAPTING TO 3/4 INCH (19 MM) OR 1 INCH (25 MM) STILE THICKNESS AND CAPABLE OF BEING FASTENED (BY CLIP) TO STILES STARTING AT WALL LINE.

H. ANCHORS: EXPANSION SHIELDS AND THREADED RODS AT FLOOR CONNECTIONS AS APPLICABLE. THREADED RODS SECURED TO SUPPORTS ABOVE CEILING AS APPLICABLE.

I. HARDWARE:

1. COMPLIANCE: OPERABLE WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST, AND FORCE TO OPERATE DOES NOT EXCEED FIVE POUNDS.
 2. EMERGENCY ACCESS: HINGES, LATCH ALLOW DOOR TO BE LIFTED OVER KEEPER FROM OUTSIDE COMPARTMENT.
 3. FASTENING: HINGES SECURED TO DOOR AND STILE BY STAINLESS STEEL SCREWS FASTENED INTO FACTORY-INSTALLED, THREADED INSERTS. FASTENERS SECURED DIRECTLY INTO CORE NOT ACCEPTABLE.
 4. MOUNTING: HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS CONCEALED INSIDE COMPARTMENT. EXPOSED HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF ACCESSIBLE COMPARTMENTS.
 5. HINGES: BALANCED, WITH FIELD-ADJUSTABLE CAM TO PERMIT DOOR TO BE FULLY CLOSED OR PARTIALLY OPEN WHEN COMPARTMENT IS UNOCCUPIED.
 6. MOUNTING BRACKETS: MOUNTED INSIDE COMPARTMENT; EXPOSED BRACKETS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF OUTSWINGING DOORS.
 7. LATCHING: DOOR IS LOCKED FROM INSIDE BY SLIDING DOOR LATCH INTO KEEPER. TWIST-STYLE DOOR LATCH OPERATION NOT ACCEPTABLE.
 8. STANDARD HARDWARE
- a. MATERIALS: CHROME-PLATED "ZAMAK" FOR LATCHES, HINGES, COAT HOOKS AND BUMPERS, MOUNTING BRACKETS.
 - b. DOORSTOP: PREVENTS INSWING DOORS FROM SWINGING OUT BEYOND STILE, ON OUTSWING DOORS, KEEPER PREVENTS DOOR FROM SWINGING IN BEYOND STILE.
 - c. COMBINATION COAT HOOK AND BUMPER PROVIDED TO REDUCE DAMAGE FROM DOOR.

2.03 TOILET ROOM PARTITIONS:

A. SOLID PHENOLIC, MOISTURE RESISTANT PARTITIONS: BOBRICK DURALINE SERIES.

1. COLOR: AS INDICATED ON DRAWINGS..

B. TOILET PARTITIONS:

1. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED PARTITIONS; SATIN FINISH; EXTRUDED ANODIZED ALUMINUM HEADRAILS WITH SATIN FINISH, 0.065 INCH (1.65 MM) THICK WITH ANTI-GRIP PROFILE.

- a. BASIS-OF-DESIGN: BOBRICK 1080-1180 DURALINE SERIES TOILET PARTITIONS.
- i. HARDWARE: STANDARD HARDWARE.
- b. FIRE RESISTANCE:

- 1) FLAME SPREAD INDEX (ASTM E 84): 30 FOR PANELS, DOORS AND STILES.
 - 2) SMOKE DEVELOPED INDEX (ASTM E 84): 55 FOR PANELS, 20 FOR DOORS AND STILES.
 - 3) NFPA/IBC INTERIOR WALL AND CEILING FINISH: CLASS B.
- a. UNIFORM BUILDING CODE: CLASS II.

C. FINISHED THICKNESS:

1. STILES AND DOORS: 3/4 INCH (19 MM), FINISHED THICKNESS TO ENSURE FLUSH FRONTS.

2. PANELS AND SCREENS: 1/2 INCH (13 MM).

D. MATERIALS:

1. SOLID PHENOLIC MATERIAL FOR STILES, PANELS, DOORS AND SCREENS.
2. PHENOLIC CONSTRUCTION: SOLIDLY FUSED HIGH PRESSURE LAMINATE WITH MATTE-FINISH MELAMINE SURFACES; INTEGRALLY BONDED COLORED FACE SHEETS AND BLACK PHENOLIC-RESIN CORE.

3. PHENOLIC EDGES: BLACK, BROWN EDGES NOT ACCEPTABLE.

E. WALL POSTS: PRE-DRILLED FOR DOOR HARDWARE, 18-8, TYPE 304, 16 GAUGE (1.6 MM) STAINLESS STEEL WITH SATIN FINISH; 1 INCH (25 MM) X 1-1/2 INCHES (38 MM) X 58 INCHES HIGH (1473 MM).

F. STILES: FLOOR-ANCHORED STILES FURNISHED WITH EXPANSION SHIELDS AND THREADED RODS.

1. LEVELING DEVICES: 7 GAUGE, 3/8 INCHES (5 MM) THICK, CORROSION-RESISTANT, CHROMATE-TREATED, DOUBLE ZINC-PLATED STEEL ANGLE LEVELING BAR BOLTED TO STILE; FURNISHED WITH 3/8 INCH (10 MM) DIAMETER THREADED RODS, HEX NUTS, LOCK WASHERS, FLAT WASHERS, SPACER SLEEVES, EXPANSION ANCHORS, AND SHOE RETAINERS.
2. STILE SHOES: ONE-PIECE, 22 GAUGE (0.8 MM), 18-8, TYPE 304 STAINLESS STEEL, 4 INCH (102 MM) HEIGHT, TOPS WITH 90 DEGREE RETURN TO STILE. ONE-PIECE SHOE CAPABLE OF ADAPTING TO 3/4 INCH (19 MM) OR 1 INCH (25 MM) STILE THICKNESS AND CAPABLE OF BEING FASTENED (BY CLIP) TO STILES STARTING AT WALL LINE.

H. ANCHORS: EXPANSION SHIELDS AND THREADED RODS AT FLOOR CONNECTIONS AS APPLICABLE. THREADED RODS SECURED TO SUPPORTS ABOVE CEILING AS APPLICABLE.

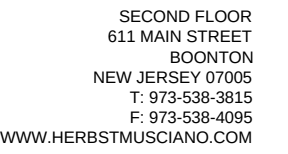
I. HARDWARE:

1. COMPLIANCE: OPERABLE WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST, AND FORCE TO OPERATE DOES NOT EXCEED FIVE POUNDS.
 2. EMERGENCY ACCESS: HINGES, LATCH ALLOW DOOR TO BE LIFTED OVER KEEPER FROM OUTSIDE COMPARTMENT.
 3. FASTENING: HINGES SECURED TO DOOR AND STILE BY STAINLESS STEEL SCREWS FASTENED INTO FACTORY-INSTALLED, THREADED INSERTS. FASTENERS SECURED DIRECTLY INTO CORE NOT ACCEPTABLE.
 4. MOUNTING: HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS CONCEALED INSIDE COMPARTMENT. EXPOSED HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF ACCESSIBLE COMPARTMENTS.
 5. HINGES: BALANCED, WITH FIELD-ADJUSTABLE CAM TO PERMIT DOOR TO BE FULLY CLOSED OR PARTIALLY OPEN WHEN COMPARTMENT IS UNOCCUPIED.
 6. MOUNTING BRACKETS: MOUNTED INSIDE COMPARTMENT; EXPOSED BRACKETS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF OUTSWING DOORS.
 7. LATCHING: DOOR IS LOCKED FROM INSIDE BY SLIDING DOOR LATCH INTO KEEPER. TWIST-STYLE DOOR LATCH OPERATION NOT ACCEPTABLE.
 8. STANDARD HARDWARE
- a. MATERIALS: CHROME-PLATED "ZAMAK" FOR LATCHES, HINGES, COAT HOOKS AND BUMPERS, MOUNTING BRACKETS.
 - b. DOORSTOP: PREVENTS INSWING DOORS FROM SWINGING OUT BEYOND STILE, ON OUTSWING DOORS, KEEPER PREVENTS DOOR FROM SWINGING IN BEYOND STILE.
 - c. COMBINATION COAT HOOK AND BUMPER PROVIDED TO REDUCE DAMAGE FROM DOOR.

PART 3 - EXECUTION

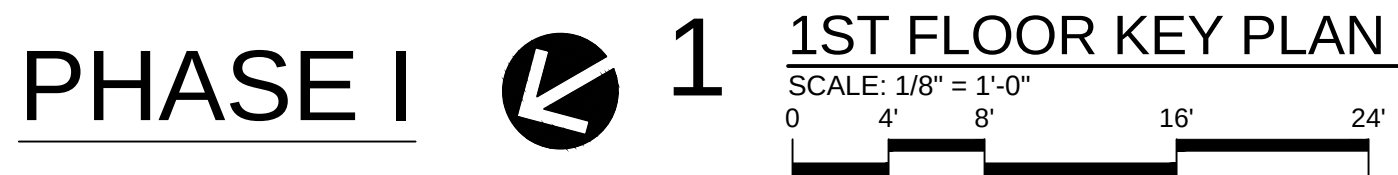
3.01 PREPARATION

A. PREPARE SUBSTRATES INCLUDING BUT NOT LIMITED TO BLOCKING AND SUPPORTS IN WALLS AND CEILINGS AT POINTS OF ATTACHMENT USING METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE SUBSTRATES UNDER THE PROJECT CONDITIONS.



8018078	MI 130104524
NY 021687	MN 48411
CA 29549	MO A 2009006517
CO 401954	WV 5015
TX 7547	NC 9671
CO ARC 60052	OH 9510925
DE S5-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001020501	TN 15417
IA AR 1100601	TX 10437
IN 00841	UT 9470051-0301
KS 5073	VT 2529
LA S 6690	VA 0401008254
MD I1039	WA 11037
MA 10131	N.J. COA 21AC00083000

CONSULTANTS



- ① REMOVE ALL EXISTING THROUGH WINDOW MECHANICAL AIR CONDITIONING UNITS. IN FILL WINDOW & MASONRY OPENING WITH PANEL TO MATCH EXISTING WINDOW.
- ①A REMOVE ALL EXISTING THROUGH WALL MECHANICAL AIR CONDITIONING UNITS. IN FILL CMU INTERIOR OPENING WITH BRICK TO MATCH EXISTING & ALIGN WITH ADJACENT WALLS.
- ② REPLACE EXISTING EXIT/EMERGENCY FIXTURE WITH NEW. SEE SCHEDULE.
- ③ REPLACE EXISTING THROUGH WALL FAN WITH NEW (V.I.F.). SEE SCHEDULE.
- ④ CLEAN, REPAIR, PRIME & PAINT ALL WALLS IN ENTIRE ROOM. COLOR TO MATCH EXISTING OR AS SELECTED BY OWNER/ARCHITECT.
- ⑤ REMOVE EXISTING CARPET & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW CARPET TILES & WALL BASE (V.I.F. WALL BASE HEIGHT).
- ⑥ REPLACE EXISTING CEILING TILES WITH NEW RECESSED TILES. COORDINATE WITH EXISTING GRID SYSTEM. EXISTING GRID SYSTEM TO REMAIN, CLEAN & PAINT.
- ⑦ PROVIDE NEW FLOOR VCT ON TOP OF EXISTING (ASSUMED ASBESTOS, V.I.F.). REMOVE EXISTING WALL BASE. CLEAN & PREPARE WALL TO RECEIVE NEW WALL BASE, VB-1.

- 8 REPLACE EXISTING SURFACE MOUNTED LIGHT FIXTURE WITH NEW LED SURFACE MOUNTED. REUSE EXISTING WIRING & CIRCUIT. SEE SCHEDULE. (L3)
- 9 PROVIDE NEW BAL 1" HORIZONTAL BLINDS WITH ALUMINUM SLATS @ ALL WINDOWS (TYP.). COLOR TO BE SELECTED BY OWNER/ARCHITECT. REMOVE EXISTING (AS EXIST) CLEAN, FIX & PREPARE WINDOW AREAS TO RECEIVE NEW BLINDS. WINDOW SIZE VARIES ± 45,48 X ± 69" VIF.
- 10 REPLACE EXISTING PENDANT LIGHT FIXTURE WITH NEW (TOTAL OF 6) TO MATCH. SEE PHOTO ON DRAWING A-06.
- 11 LICENSED CONTRACTOR TO FIX & CLEAN WALLS WITH MOLD. REPAIR, PRIME & PAINT ALL WALLS.
- 12 REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW WD-1 FLOORING & 6" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.
- 13 REMOVE EXISTING CARPET & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW FLOORING (AQUAGUARD PERFORMANCE (AGP) WOOD-BASE LAM 12MM AMAZON CHERRY HG 100894237) (V.I.F.) TO MATCH ADJACENT OFFICE FLOORING & 6" WOOD WALL BASE TO MATCH EXISTING. SEE FINISH SCHEDULE.
- 13A REMOVE EXISTING VCT & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW FLOORING (AQUAGUARD PERFORMANCE (AGP) WOOD-BASE LAM. 12MM AMAZON CHERRY HG 100894237) (V.I.F.) TO MATCH ADJACENT/NEW OFFICE) FLOORING & 6" VINYL COVE WALL BASE, VB-2. SEE FINISH SCHEDULE.
- 14 REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW LVT-1 FLOORING & 6" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.
- 15 ADD ALT BIDS#2: REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW WD-1 FLOORING & 6" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.
- 16 MAYOR OFFICE: REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW WD-1 LAM. FLOORING & 4" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.

CLIENT / PROJECT:

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

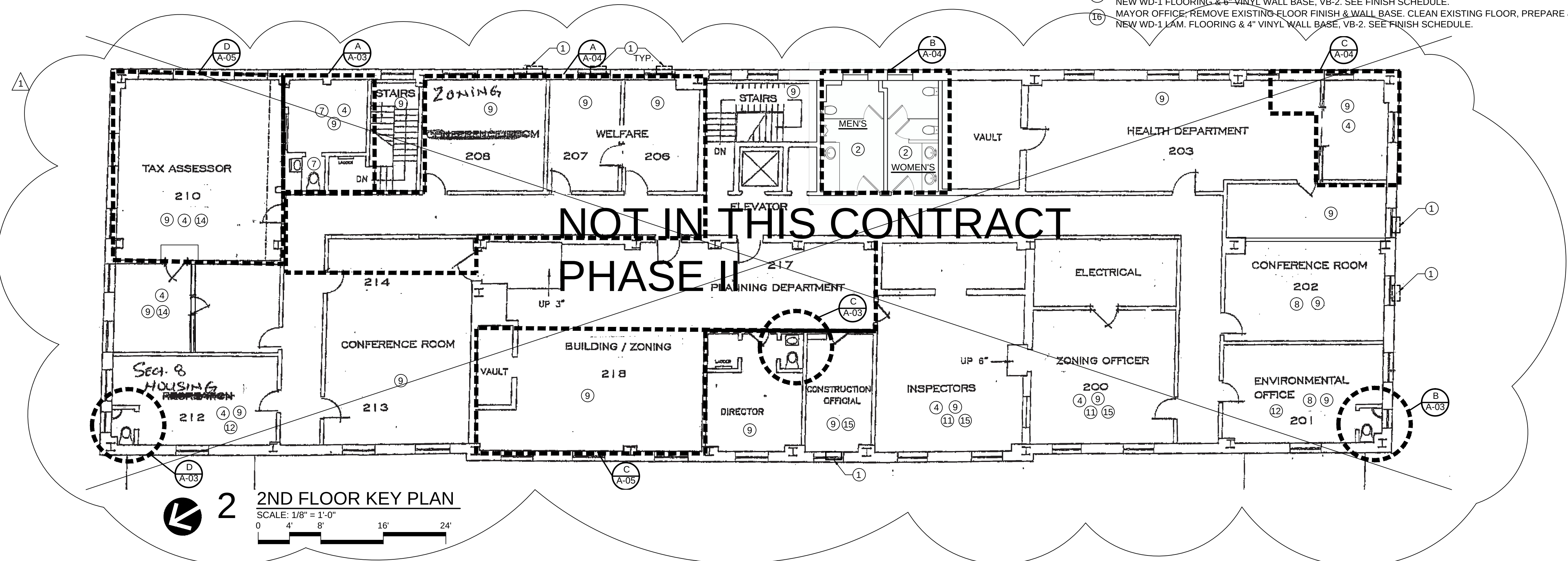
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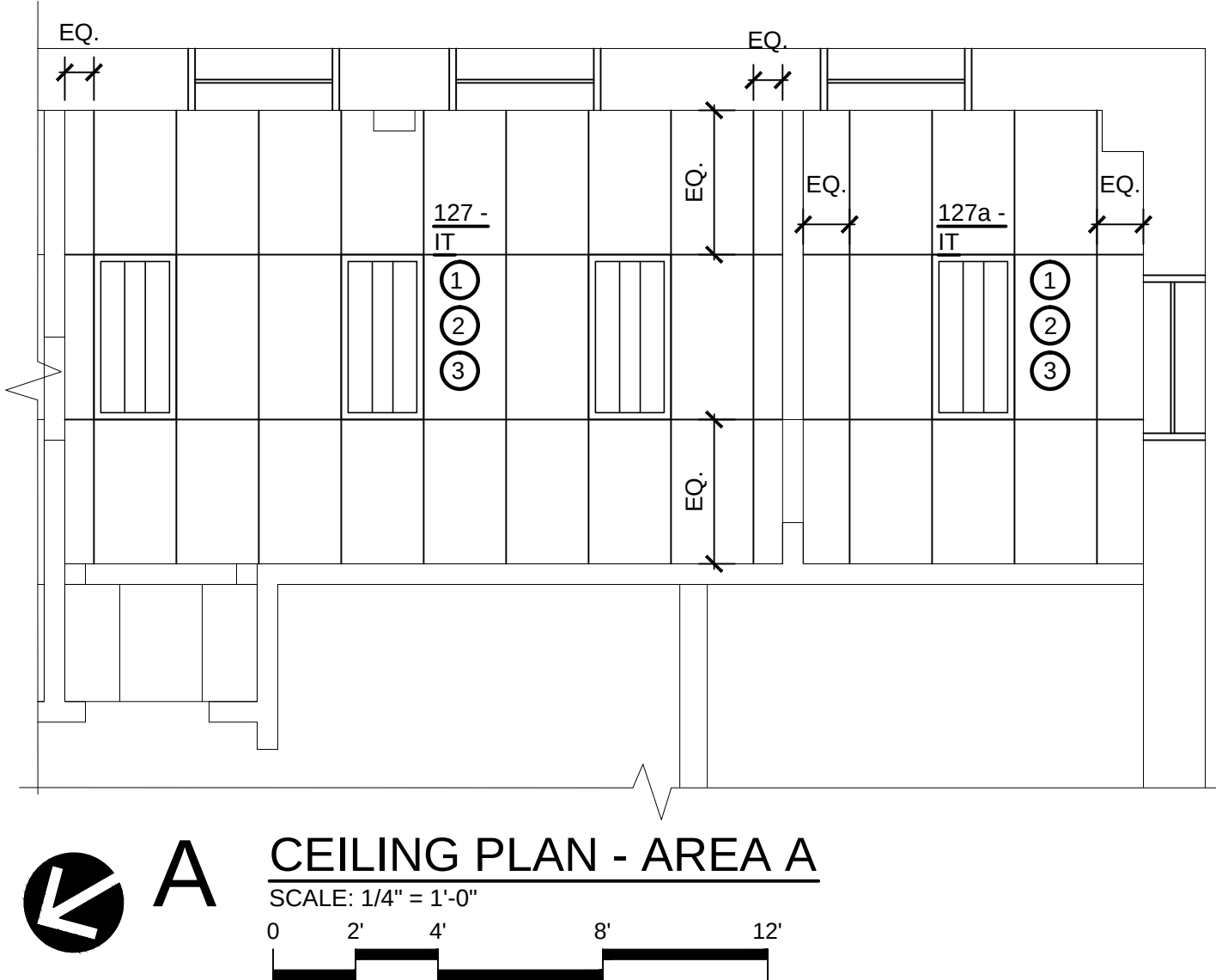
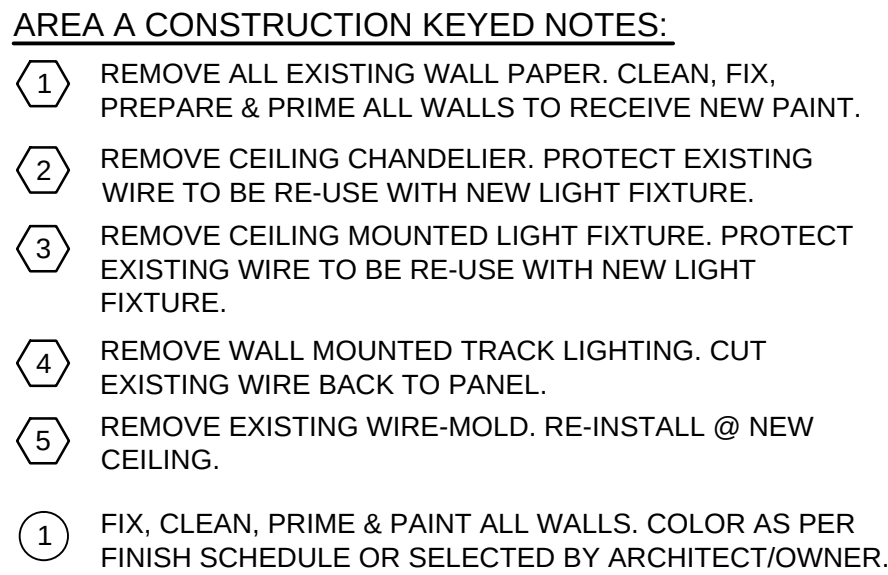
FLOORS KEY PLANS,
GENERAL SCOPE OF
WORK AND NOTES

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DRAWING NO. **A-01**

A-01





AREA A CEILING KEYED NOTES:

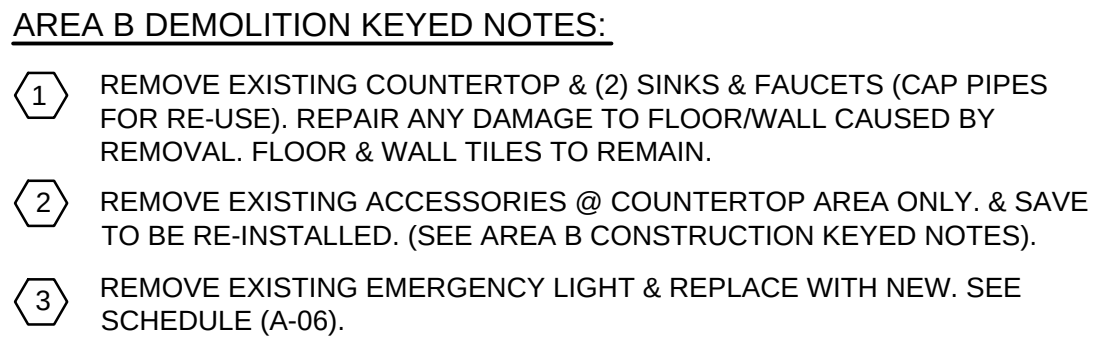
- ① PROVIDE 2X4 DROP CEILING GRID & TILE SYSTEM @ $\pm$ 9'-0" ABOVE FINISHED FLOOR (V.I.F.). EXISTING 1'X1' CONCEALED CEILING TO REMAIN. SUPPORT GRID SYSTEM TO EXISTING STRUCTURE ABOVE. COORDINATE WITH EXISTING OBJECTS IN THE ROOM.
- ② PROVIDE NEW LED LIGHT FIXTURES. SEE SCHEDULE (A-06). RECONNECT TO EXISTING CIRCUIT & SWITCH. CUT UNUSED WIRE BACK TO EXISTING PANEL. L6
- ③ MECHANICAL DIFFUSER WILL BE PROVIDED BY MECHANICAL VENDOR. COORDINATE LOCATION/QUANTITY/SIZE/ETC. WITH MECHANICAL VENDOR.

LEGEND

- | | |
|----|------------------------------------|
| # | DEMOLITION NOTES |
| # | KEYED NOTES |
| A# | ACCESSORY ITEM# - SEE A-06 |
| P# | PLUMBING FIXTURE ITEM# - SEE A-06 |
| L# | LIGHTING FIXTURE ITEM# - SEE A-06 |
| E# | EMERGENCY FIXTURE ITEM# - SEE A-06 |
| F# | FAN FIXTURE ITEM# - SEE A-06 |

GENERAL NOTES:

- 1 - COORDINATE & INSTALL NEW FIXTURE @ EXISTING FIXTURE LOCATION UNLESS NOTED OTHERWISE. PROVIDE NEW TRAPS, WATER/DRAIN PIPES & FITTING. PROVIDE SHUT OFF VALVES AT EACH TOILET AND SINK WATER SUPPLIES.
- 2 - REVISE EXISTING PLUMBING PIPES/ FITTING/ CARRIERS AS REQUIRED PER NEW FIXTURE TYPES/LAYOUT.
- 3 - REPAIR & FINISH ANY DAMAGE TO FLOOR/WALL CAUSED BY REMOVAL OF EXISTING FIXTURES/OBJECTS/WIRE MOLD/ETC.
- 4 - PROVIDE NEW REDUCER/TRANSITION STRIP BETWEEN ALL DIFFERENT FLOOR FINISHES.
- 5 - SEE DRAWING A-06 FOR FIXTURE/PLUMBING/ACCESSORY/FINISH SCHEDULE.
- 6 - ALL MECHANICAL HVAC WORK IS NOT IN CONTRACT. COORDINATE WITH MECHANICAL VENDOR.
- 7 - REPLACE/PROVIDE NEW BEVELED EDGE MARBLE SADDLE AT ALL PRIVATE TOILETS DOORS, ¾" MIN. THICKNESS & ¾" MIN. TH. AT BEVELED EDGE, ½" MAX. THICKNESS ABOVE ADJOINING FINISHED FLOOR SURFACES PER ADA REQUIREMENTS. MATCH WIDTH OF WALL. PROVIDE SAMPLES FOR OWNER SELECTION.



AREA B DEMOLITION KEYED NOTES:

- 1 REMOVE EXISTING COUNTERTOP & (2) SINKS & FAUCETS (CAP PIPES FOR RE-USE). REPAIR ANY DAMAGE TO FLOOR/WALL CAUSED BY REMOVAL. FLOOR & WALL TILES TO REMAIN.
- 2 REMOVE EXISTING ACCESSORIES @ COUNTERTOP AREA ONLY, & SAVE TO BE RE-INSTALLED. (SEE AREA B CONSTRUCTION KEYED NOTES).
- 3 REMOVE EXISTING EMERGENCY LIGHT & REPLACE WITH NEW. SEE SCHEDULE (A-06).



- 1 REMOVE ALL EXISTING PLUMBING FIXTURES (SINK, TOILET, FAUCET) (CAP PIPES FOR RE-USE), WALL & FLOOR TILES & ACCESSORIES. SAVE EXISTING SOAP DISPENSER TO BE RE-INSTALLED.
- 2 REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED.



- ① PROVIDE NEW SOLID SURFACE COUNTERTOP, SINKS & FAUCETS. SEE SCHEDULE (A-06). CONNECT TO EXISTING PIPES FOR A FULL FUNCTIONING INSTALLATION.
- ② RE-INSTALL EXISTING ACCESSORIES; SOAP & PAPER TOWEL DISPENSERS, MIRRORS.
- ③ REPLACE EXISTING CEILING MOUNTED FAN WITH NEW (V.I.F.). SEE SCHEDULE. G.C. TO REVISE EXISTING CEILING TILES WITH PATCH/REPAIR WORK TO FIT NEW FAN.
- ④ PROVIDE NEW EMERGENCY LIGHT. SEE SCHEDULE (A-06).



- ① PROVIDE NEW PLUMBING FIXTURES. SEE SCHEDULE. COORDINATE W/ EXISTING PIPES.
- ② PROVIDE NEW ACCESSORIES. SEE SCHEDULE.
- ③ FIX, PREPARE, PRIME & PAINT WALLS/CEILING. PROVIDE NEW CERAMIC FLOOR & WALL TILES. SEE FINISH SCHEDULE (CT-1).
- ④ PROVIDE HOT WATER HEATER UNIT WITH NEW ISOLATION BALL VALVE IN ACCESSIBLE LOCATION. SEE SCHEDULE. CONNECT TO EXISTING COLD WATER SUPPLY/SINK AND PROVIDE POWER FOR A FULLY FUNCTIONAL INSTALLATION.
- ⑤ PROVIDE NEW LIGHT FIXTURE. SEE SCHEDULE (A-06). CONNECT TO EXISTING SWITCH AND POWER CIRCUIT. (L2)
- ⑥ RE-INSTALL EXISTING SOAP DISPENSER (GLOBAL).



GARY MUSCIANO, RA, PP

NJ 8078
NY 021687
CA 29549
CO 401804
CT 7547
DC ARC 6052
DE S5-0008180
FL AR 0014044
GA RA 012998
IL 001.020501
IN AR 11300067
IA 06841
KS 5073
LA 5690
MD 11039
MA 10131
NJ PLANNER 33/00435100

MI 1301045424
MN 48411
MO A 2009005517
NV 5015
NC 9671
OH 9510925
PA RA 403281
RI 2030
SC 8651
TN 105438
TX 15417
UT 8470051-0301
VT 2529
VA 0401008254
WA 11037
N.J. COA 21AC00

CONSULTANTS

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CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE:

FIRST FLOOR
ENLARGED FLOOR
PLANS AND NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

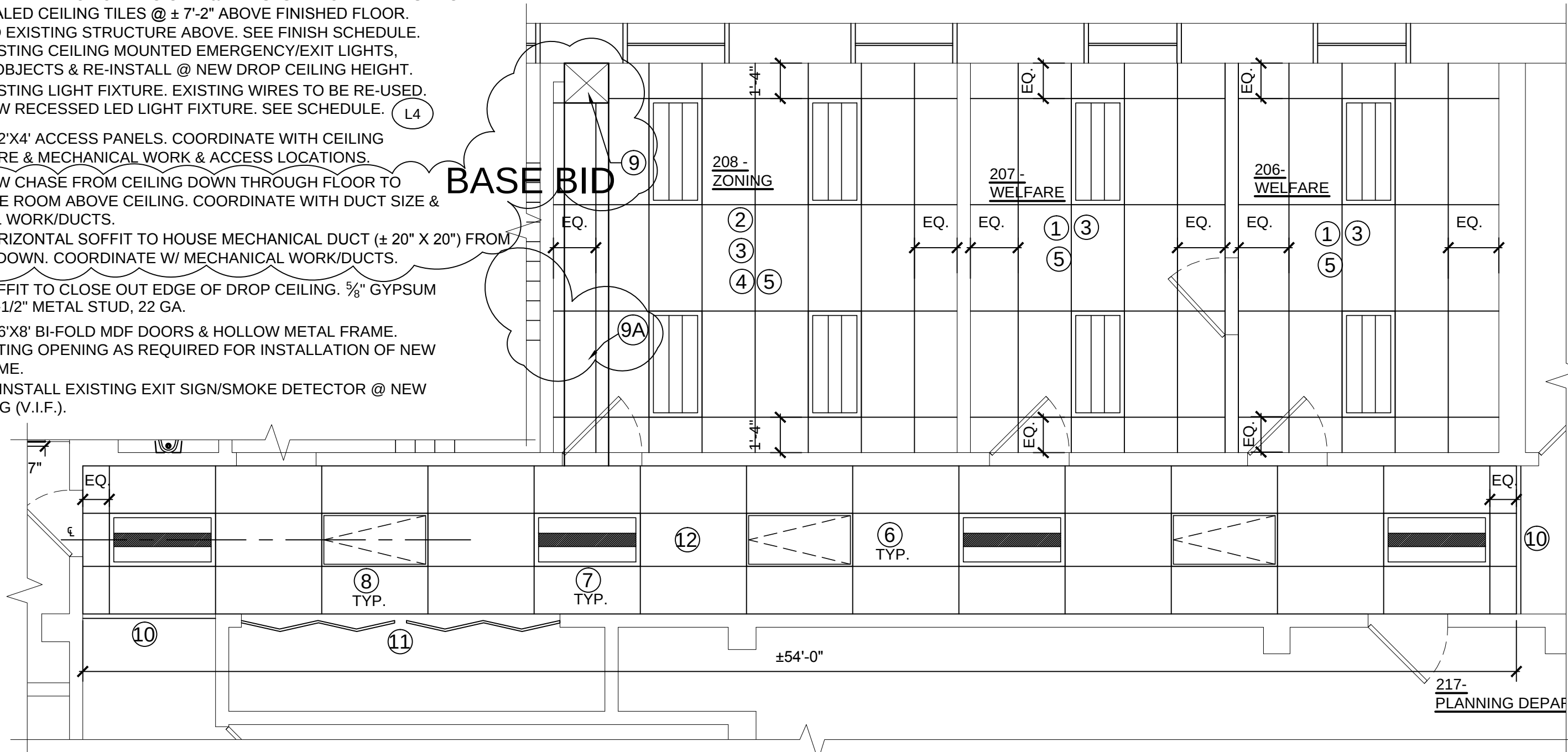
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RAWING NO.

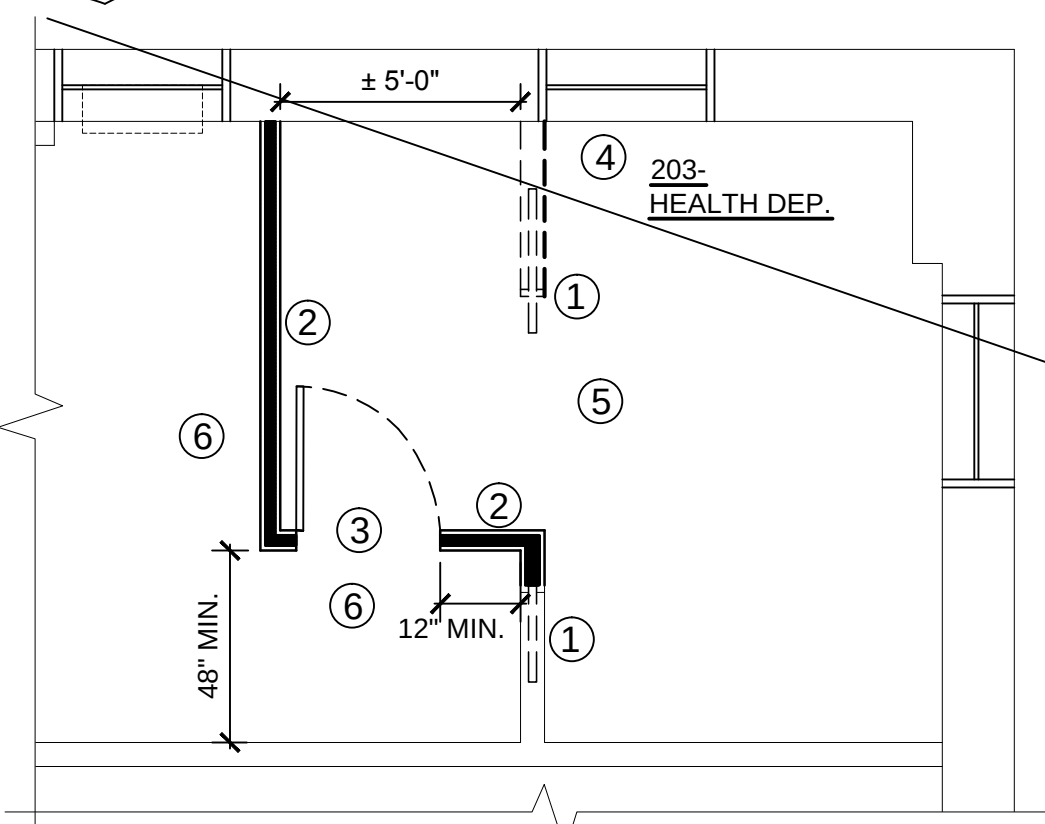
A-02

- 1 REMOVE EXISTING WALLPAPER. CLEAN, PREPARE, PRIME & PAINT WALLS.
- 2 REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED.
- 3 REMOVE EXISTING FLOOR CARPET & WALL BASE. CLEAN, FIX AND PREP EXISTING FLOOR TO RECEIVE NEW WD-1 & 6" WALL BASE, VB-2.
- 4 CLEAN, PREPARE AND PRIME WALLS TO BE PAINTED.
- 5 PROVIDE NEW 2'x4 SUSPENDED CEILING GRID & TILE SYSTEM & RECESSED LIGHT FIXTURES. MIN. 12" CLEAR, BELOW EXISTING CEILING, PLENUM AREA FOR THE MECHANICAL UNIT. COORDINATE WITH TOP OF EXIST. WINDOWS OBJECTS & MECHANICAL WORK/DUCTS.
- 6 PROVIDE NEW 2'x4 DROP CEILING GRID & TILE SYSTEM UNDER EXISTING 1'x1 CONCEALED CEILING TILES @ ± 7'-2" ABOVE FINISHED FLOOR. SUPPORT TO EXISTING STRUCTURE ABOVE. SEE FINISH SCHEDULE. REMOVE EXISTING CEILING MOUNTED EMERGENCY/EXIT LIGHTS, SPEAKERS, OBJECTS & RE-INSTALL @ NEW DROP CEILING HEIGHT.
- 7 REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED. PROVIDE NEW RECESSED LED LIGHT FIXTURE. SEE SCHEDULE. L4
- 8 PROVIDE (3) 2'x4 ACCESS PANELS. COORDINATE WITH CEILING MANUFACTURE & MECHANICAL WORK & ACCESS LOCATIONS.
- 9 PROVIDE NEW CHASE FROM CEILING DOWN THROUGH FLOOR TO CONFERENCE ROOM ABOVE CEILING. COORDINATE WITH DUCT SIZE & MECHANICAL WORK/DUCTS. B
- 9A PROVIDE HORIZONTAL SOFFIT TO HOUSE MECHANICAL DUCT (± 20" X 20") EX. CEILING DOWN. COORDINATE W/ MECHANICAL WORK/DUCTS.
- 10 PROVIDE SOFFIT TO CLOSE OUT EDGE OF DROP CEILING. 5/8" GYPSUM BOARD ON 2-1/2" METAL STUD, 22 GA.
- 11 PROVIDE (2) 6'x8" BI-FOLD MDF DOORS & HOLLOW METAL FRAME. REVISE EXISTING OPENING AS REQUIRED FOR INSTALLATION OF NEW DOOR & FRAME.
- 12 REMOVE/RE-INSTALL EXISTING EXIT SIGN/SMOKE DETECTOR @ NEW DROP CEILING (V.I.F.).

BASE BID



FLOOR PLAN - AREA A
SCALE: 1/4" = 1'-0"



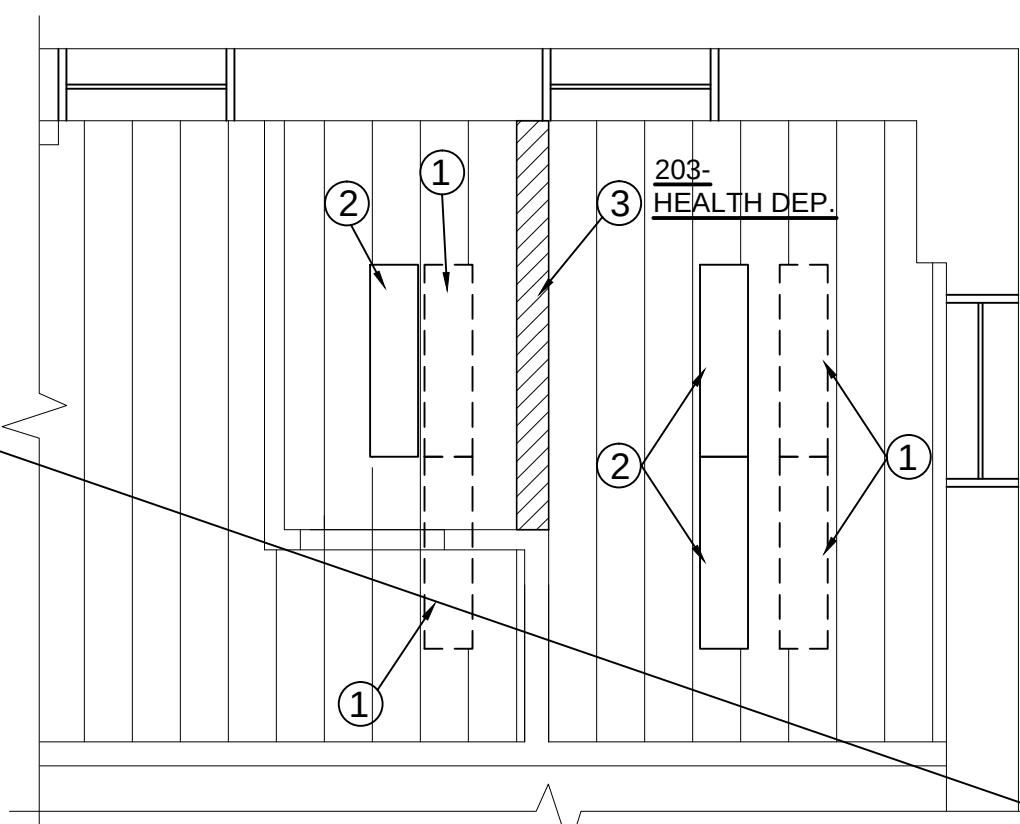
FLOOR PLAN - AREA C

SCALE: 1/4" = 1'-0"

0 2' 4' 8' 12'



- ① REMOVE EXISTING POCKET DOORS & PARTITION. FIX WALL/FLOOR TO MATCH EXISTING FINISH.
- ② PROVIDE FULL HT. (FLOOR TO CEILING) NEW PARTITION. 5/8" GYPSUM BOARD ON BOTH SIDES OF 2-5/8" STUDS, 20 GA, 16" O.C. FASTEN TO FLOOR/CEILING/STRUCTURE ABOVE. FILL WITH INSULATION. PRIME & FINISH TO MATCH EXISTING WALLS. PROVIDE WALL BASE TO MATCH EXISTING @ ALL SIDES. COORDINATE LOCATION WITH EXISTING CONDITIONS/OBJECTS. REVISE/RELOCATE EXISTING SWITCH, RECEPTACLES, & WIRE MOLDS, ETC. AS NEEDED.
- ③ PROVIDE NEW 3'x7" WOOD DOOR, HOLLOW METAL FRAME TO MATCH EXISTING (V.I.F.) & OFFICE FUNCTION HARDWARE (MATCH BUILDING STANDARDS).
- ④ REVISE/COORDINATE NEW PARTITION WITH EXISTING. WIRE MOLDS TO REMAIN. REVISE WIRE MOLD AS NEEDED.
- ⑤ REMOVE EXISTING FLOOR FINISH & WALL BASE @ NEW OFFICE AREA. FIX, PREP AND PROVIDE WD-1 & 6" WALL BASE, VB-2, AT ENTIRE NEW OFFICE AREA.
- ⑥ PROVIDE WALL BASE, TO MATCH EXISTING MATERIAL/TYPE/SIZE (V.I.F), AT EXISTING OFFICE SIDE OF THE NEW PARTITION.



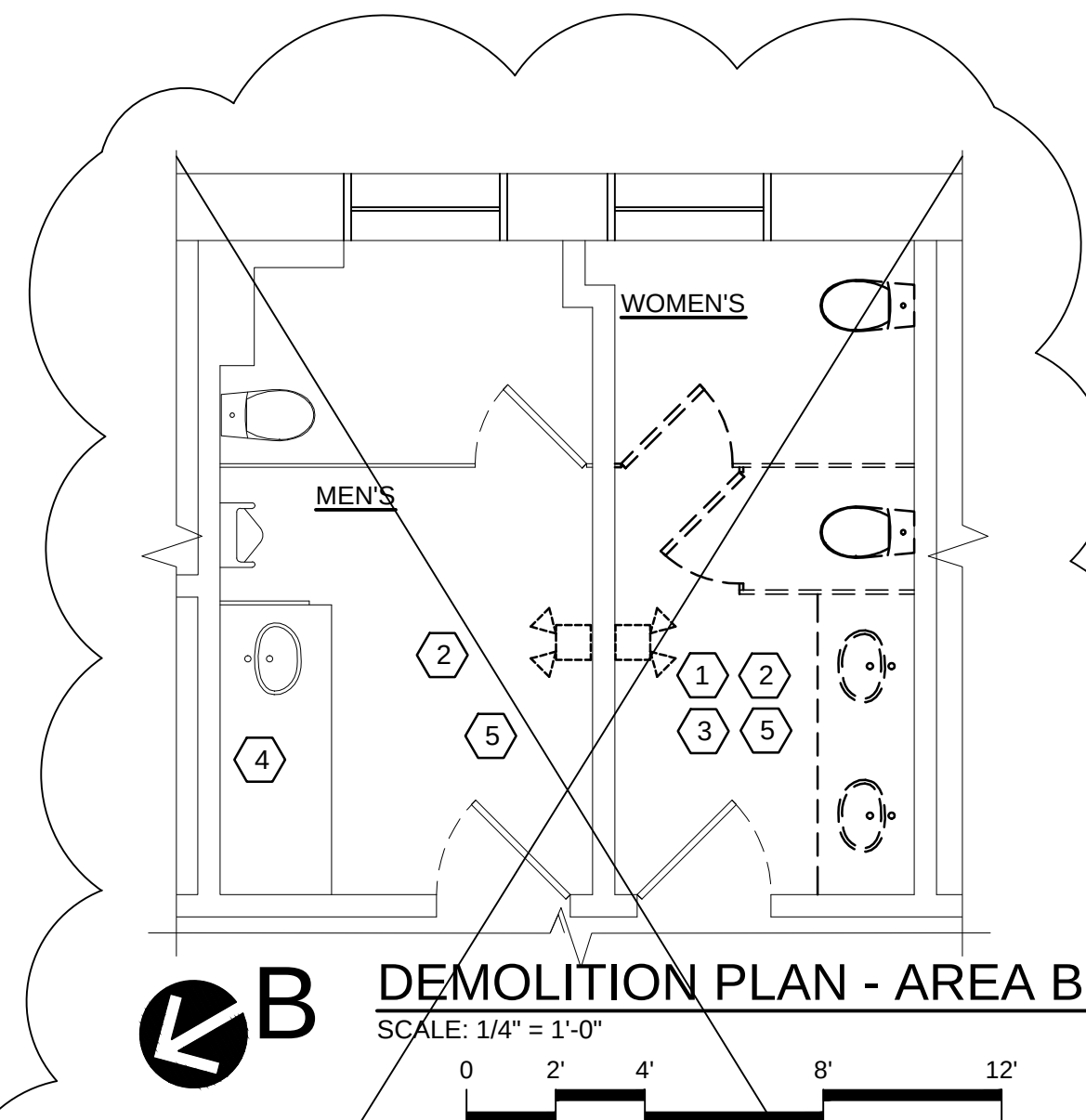
CEILING PLAN - AREA C
SCALE: 1/4" = 1'-0"

- ① REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED.
CUT EXISTING UNUSED WIRES BACK TO ELECTRIC PANEL.
- ② PROVIDE NEW LED LIGHT FIXTURE. CONNECT TO EXISTING
WIRES/CIRCUITS/RELOCATED SWITCH. SEE SCHEDULE (A-06). (L5)
- ③ PATCH CEILING @ REMOVED PARTITION TO MATCH EXISTING.

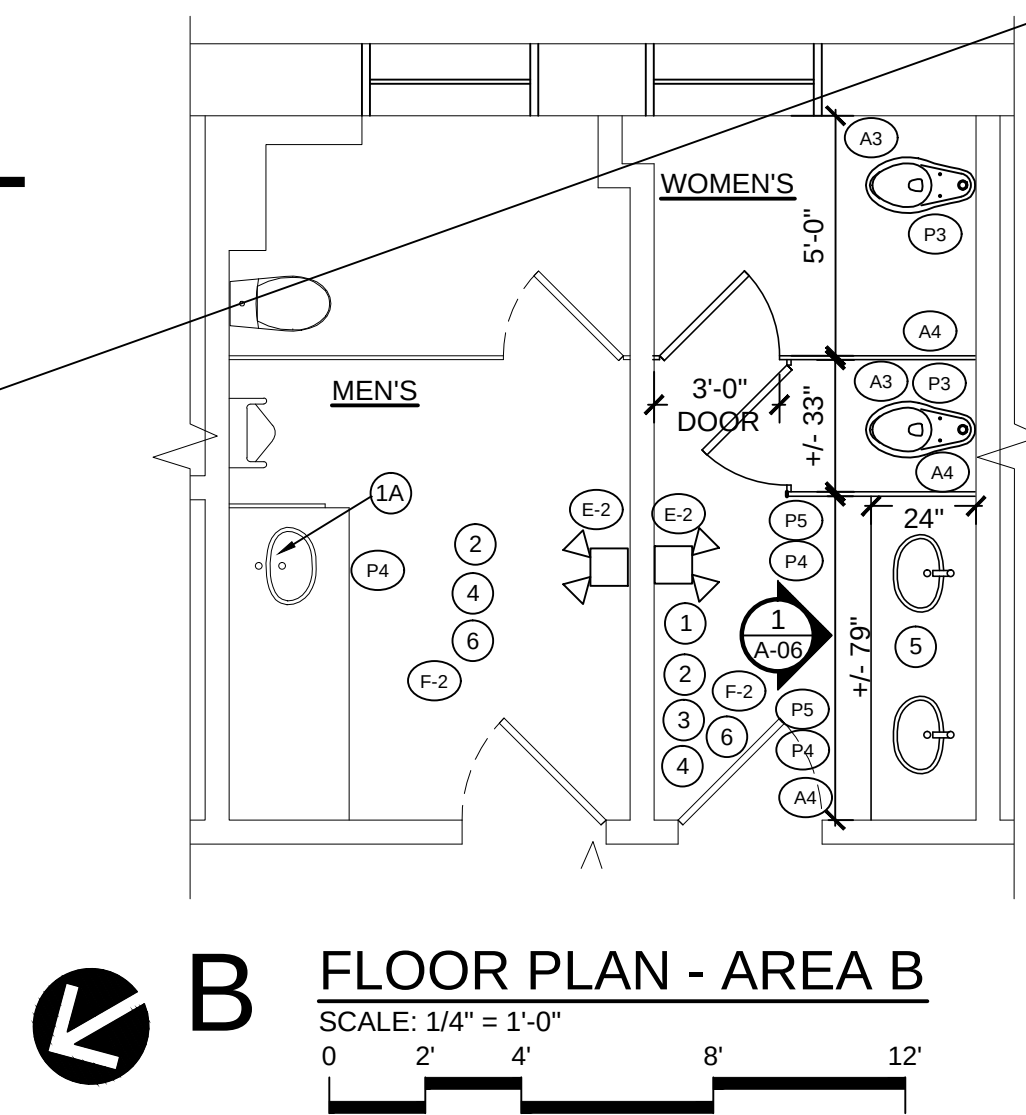
- # DEMOLITION NOTES
- # KEYED NOTES
- A# ACCESSORY ITEM# - SEE A-06
- P# PLUMBING FIXTURE ITEM# - SEE A-06
- L# LIGHTING FIXTURE ITEM# - SEE A-06
- E# EMERGENCY FIXTURE ITEM# - SEE A-06
- F# FAN FIXTURE ITEM# - SEE A-06

- 1 - COORDINATE & INSTALL NEW FIXTURE @ EXISTING FIXTURE LOCATION UNLESS NOTED OTHERWISE. PROVIDE NEW TRAPS, WATER/DRAIN PIPES & FITTING. PROVIDE SHUT OFF VALVES AT EACH TOILET AND SINK WATER SUPPLIES.
- 2 - REVISE EXISTING PLUMBING PIPES/ FITTING/ CARRIERS AS REQUIRED PER NEW FIXTURE TYPES/LAYOUT.
- 3 - REPAIR & FINISH ANY DAMAGE TO FLOOR/WALL CAUSED BY REMOVAL OF EXISTING FIXTURES/OBJECTS/WIRE MOLD/ETC.
- 4 - PROVIDE NEW REDUCER/TRANSITION STRIP BETWEEN ALL DIFFERENT FLOOR FINISHES.
- 5 - SEE DRAWING A-06 FOR FIXTURE/PLUMBING/ACCESSORY/FINISH SCHEDULE.
- 6 - ALL MECHANICAL HVAC WORK IS NOT IN CONTRACT. COORDINATE WITH MECHANICAL VENDOR.
- 7 - REPLACE/PROVIDE NEW BEVELED EDGE MARBLE SADDLE AT ALL PRIVATE TOILETS DOORS, 3/4" MIN. THICKNESS & 1/4" MIN. TH. AT BEVELED EDGE, 1/2" MAX. THICKNESS ABOVE ADJOINING FINISHED FLOOR SURFACES PER ADA REQUIREMENTS. MATCH WIDTH OF WALL. PROVIDE SAMPLES FOR OWNER SELECTION.

NOT IN THIS CONTRACT
PHASE II



- 1 REMOVE ALL EXISTING PLUMBING FIXTURES, ACCESSORIES, COUNTERTOPS, & SUPPORTS (CAP PIPES FOR RE-USE). SAVE EXISTING SOAP & PAPER TOWEL DISPENSER & MIRROR TO BE RE-USED.
- 2 REMOVE EXISTING CEILING FAN AND REPLACE WITH NEW. SEE SCHEDULE.
- 3 REMOVE EXISTING PARTITIONS. FIX AND PREPARE FLOOR/WALL TO MATCH EXISTING.
- 4 REMOVE EXISTING FAUCET AND REPLACE WITH NEW. SEE SCHEDULE.
- 5 REMOVE EXISTING EMERGENCY LIGHTS AND REPLACE WITH NEW. SEE SCHEDULE.



B FLOOR PLAN - AREA B

SCALE: 1/4" = 1'-0"

0 2' 4' 8' 12'

- ① PROVIDE NEW PLUMBING FIXTURES. SEE SCHEDULE. COORDINATE W/ EXISTING PIPES.
- ①A PROVIDE NEW FAUCET. SEE SCHEDULE. COORDINATE WITH EXISTING WATER/PIPES/SINK/SINK/OPENING/ETC.
- ② PROVIDE CEILING FAN UNIT. CONNECT TO EXISTING SWITCH AND POWER CIRCUIT. G.C. TO REVISE EXISTING CEILING TILES WITH PATCH/REPAIR WORK TO FIT NEW FAN.
- ③ PROVIDE TOILET PARTITION. FLOOR MOUNTED & OVERHEAD BRACING. EXTRA PRIVACY. SEE SCHEDULE.
- ④ RE-INSTALL EXISTING ACCESSORIES: SOAP & PAPER TOWEL DISPENSERS, MIRRORS, ETC. UNLESS NOTED OTHERWISE.
- ⑤ PROVIDE NEW SOLID SURFACE COUNTERTOP & BACKSPLASH. SEE SECTION 2/A-06. SEE FINISH SCHEDULE.
- ⑥ FIX, CLEAN, PRIME AND PAINT ALL WALLS ABOVE TILES, TYP.



NJ 8078	MI 1301045424
NY 021687	MI 48411
CA 29549	MO A 2090905517
CO 401804	NV 5015
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE SS-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001.020501	TN 105438
IN AR 11300067	TX 15417
IA 06841	UT 8470051-0301
KS 5073	VT 2529
LA 5680	VA 0401008254
MD 11039	WA 11037
MA 10131	N.J. COA 21AC00083000
NJ PLANNER 133J00435100	

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING
IMPROVEMENTS &
REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE:

SECOND FLOOR ENLARGED FLOOR PLANS AND NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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A-04

- 1 - COORDINATE & INSTALL NEW FIXTURE @ EXISTING FIXTURE LOCATION UNLESS NOTED OTHERWISE. PROVIDE NEW TRAPS, WATER/DRAIN PIPES & FITTING. PROVIDE SHUT OFF VALVES AT EACH TOILET AND SINK WATER SUPPLIES.
- 2 - REVISE EXISTING PLUMBING PIPES/ FITTING/ CARRIERS AS REQUIRED PER NEW FIXTURE TYPES/LAYOUT.
- 3 - REPAIR & FINISH ANY DAMAGE TO FLOOR/WALL CAUSED BY REMOVAL OF EXISTING FIXTURES/OBJECTS/WIRE MOLD/ETC.
- 4 - PROVIDE NEW REDUCER/TRANSITION STRIP BETWEEN ALL DIFFERENT FLOOR FINISHES.
- 5 - SEE DRAWING A-06 FOR FIXTURE/PLUMBING/ACCESSORY/FINISH SCHEDULE.
- 6 - ALL MECHANICAL HVAC WORK IS NOT IN CONTRACT. COORDINATE WITH MECHANICAL VENDOR.
- 7 - REPLACE/PROVIDE NEW BEVELED EDGE MARBLE SADDLE AT ALL PRIVATE TOILETS DOORS. 3/4" MIN. THICKNESS & 3/4" MIN. TH. AT BEVELED EDGE. 1/2" MAX. THICKNESS ABOVE ADJOINING FINISHED FLOOR SURFACES PER ADA REQUIREMENTS. MATCH WIDTH OF WALL. PROVIDE SAMPLES FOR OWNER SELECTION.

- ① REMOVE EXISTING PARTIAL PARTITION (84"H) IN THERE ENTIRETY. FIX AND FINISH WALL/FLOOR AS NEEDED.
- ② CLEAN, REPAIR & PAINT EXISTING CEILING.
- ③ PROVIDE NEW 4'X4' @ 36" AFF. WINDOW & HOLLOW METAL FRAME. PAINT. SEE SECTION, A-06.
- ④ PROVIDE FULL HT. (FLOOR TO CEILING) NEW PARTITION, 5/8" GYPSUM BOARD ON BOTH SIDES OF 2-5/8" STUDS, 20 GA, 16" O.C, FASTEN TO FLOOR/CEILING/STRUCTURE ABOVE, FILL WITH INSULATION. PRIME & FINISH TO MATCH EXISTING WALLS. COORDINATE LOCATION WITH EXISTING CONDITIONS/OBJECTS. PROVIDE WALL WOOD BASE TO MATCH EXISTING. REVISE/RELOCATE EXISTING SWITCH, RECEPTACLES, & WIRE MOLDS, ETC. AS NEEDED.
- ⑤ PROVIDE NEW 3'X7" WOOD DOOR, HOLLOW METAL FRAME, & OFFICE FUNCTION HARDWARE (MATCH BUILDING STANDARDS) TO MATCH EXISTING (V.I.F.).

- ① FIX & PAINT EXISTING CEILING GRIDS. SEE FINISH SCHEDULE.
- ② REMOVE EXISTING CEILING TILES (COORDINATE WITH OWNER FOR STORAGE). PROVIDE NEW 2'X4' CEILING TILES (COORDINATE WITH EXISTING GRIDS FOR A COMPLETE INSTALLATION).
- ③ REMOVE ALL EXISTING LIGHT FIXTURES (TOTAL OF 5). EXISTING WIRES AND CIRCUITS TO BE RE-USED. COORDINATE WITH OWNER STORAGE.
- ④ PROVIDE (3) NEW LED LIGHT FIXTURES. RECONNECT TO EXISTING L6 CIRCUIT & SWITCH. REMOVE UNUSED WIRE BACK TO EXISTING PANEL. SEE SCHEDULE.
- ⑤ REMOVE EXISTING FLOOR TILE & WALL BASE. FIX, PREPARE, & PROVIDE NEW WD-1 FLOOR TILE & 6" WALL BASE, VB-2. SEE FINISH SCHEDULE.
- ⑥ REMOVE ALL EXISTING WALL PAPER. CLEAN, FIX, PRIME AND PREPARE ALL WALLS TO RECEIVE NEW PAINT.

KEYED NOTES

L# LIGHTING FIXTURE ITEM# - SEE A-06



TRACT

210-TAX ASSESSOR

1

2

±34"

±119"

1

±10'

±17"

1

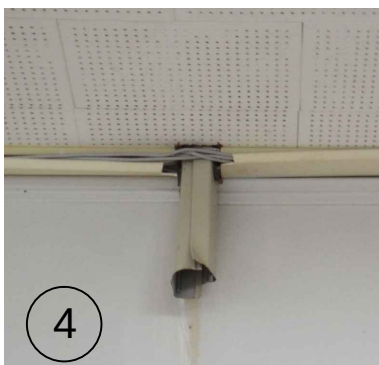
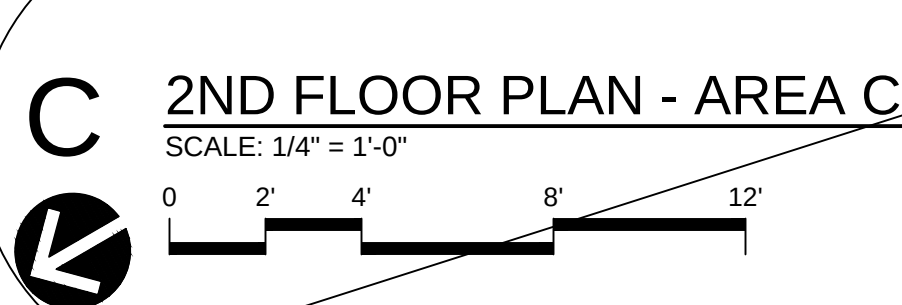
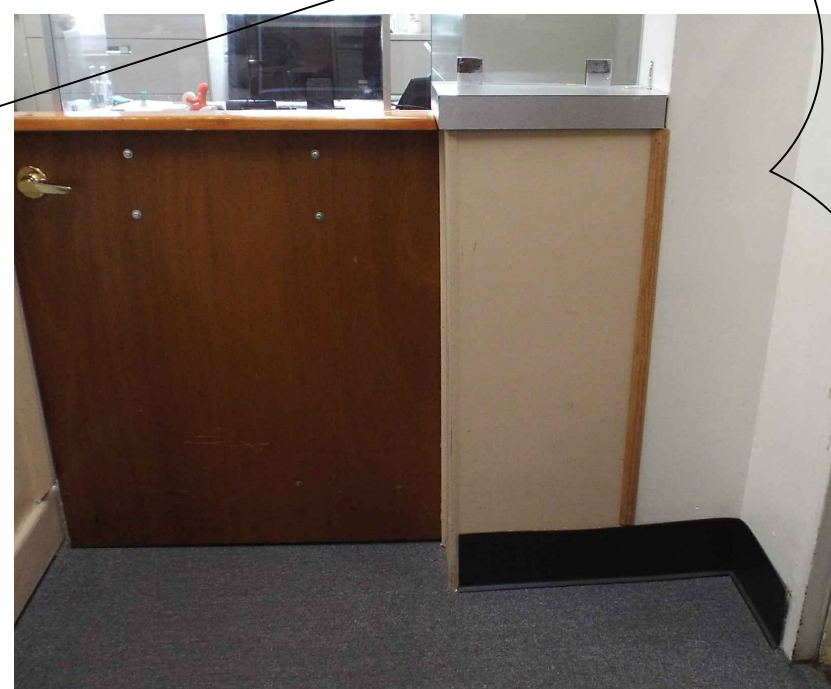
- 1 REMOVE ALL EXISTING 12" X 12" CONCEALED TILES. CLEAN & SCRAPE LATH LAYER TO PREPARE FOR NEW GYPSUM BD CEILING.
- 2 LAITH ½" GYPSUM BOARD. SECURE BOARD TO LATH CEILING WITH GLUE & SCREWS. FINISH AND PAINT.
- 3 REMOVE EXISTING LIGHT FIXTURES. EXISTING WIRES/CIRCUIT SWITCH TO BE RE-USED. CUT EXISTING UNUSED WIRES BACK TO ELECTRIC PANEL. PROVIDE NEW LED LIGHT FIXTURE @ EXISTING LIGHT FIXTURE LOCATIONS. SEE SCHEDULE. (L5)
- 4 REMOVE ALL ACCESSORIES IN THE WAY OF THE REMOVAL/ INSTALLATION OF THE CEILING. COORDINATE RE-INSTALLATION WITH NEW CEILING.
- 5 CLEAN, PREP, PRIME & PAINT ALL WALLS/WOOD PANELING, CEILING & SOFFIT.
- 6 REMOVE EXISTING FLOOR CARPET & BASE. CLEAN, PREP SLAB & PROVIDE NEW LVL-1 & WALL BASE VB-2.

- 1A REMOVE ALL EXISTING 12" X 12" CONCRETE TILES. CLEAN & SCRAPE LATH LAYER TO PREPARE FOR NEW GYPSUM.
- 2A PROVIDE ½" GYPSUM BOARD. SECURE BOARD TO CEILING WITH GLUE & SCREWS. FINISH AND PAINT.
- 3A REMOVE EXISTING LIGHT FIXTURES. EXISTING WIRES/CIRCUIT/SWITCH TO BE RE-USED. CUT EXISTING UNUSED WIRES BACK TO ELECTRIC PANEL. PROVIDE NEW LED LIGHT FIXTURE @ EXISTING LIGHT FIXTURE LOCATIONS. SEE SCHEDULE. 1S
- 4A REMOVE ALL ACCESSORIES IN THE WAY OF THE REMOVAL/ INSTALLATION OF THE CEILING. COORDINATE RE-INSTALLATION WITH NEW CEILING.

SCALE: $\frac{1}{4}" = 1'-0"$

0 2' 4' 8' 12'

- 1 REPLACE EXISTING P'LAM. COUNTER WITH NEW P'LAM 1-1/2" COUNTER TOP. COORDINATE WITH EXISTING PARTIAL END WALL & FILE CABINET. PROVIDE REQUIRED SUPPORT. REMOVE EXISTING GLASS PARTITIONS, SAVE & RE-INSTALL AFTER INSTALLATION OF NEW COUNTERTOP IS COMPLETE. PAINT ALL PARTIAL WALLS TO MATCH ENTIRE ROOM PAINT. P'LAM COLOR TO BE SELECTED BY OWNER/ARCHITECT.
- 2 CLEAN AND PREPARE EXISTING CEILING TILES/SOFFIT TO BE PAINTED.



GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MN 48411
CA 29549	MO A 2009005517
CO 401804	ND 5015
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE S5-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001.020501	TN 105438
IN AR 11300067	TX 15417
IA 06841	UT 8470051-0301
KS 5073	VT 2529
LA 5690	VA 0401008254
MD 11039	WA 11037
MA 10131	N.J. COA 21AC00

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE

ENLARGED FLOOR
PLANS AND NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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A-05



MAYOR OFFICE DEMOLITION KEYED NOTES:

- 1 REMOVE ALL EXISTING SHELVING. FIX WALL/FLOOR TO RECEIVE NEW CABINETRY & FINISHES. ALL WALL WOOD PANELING TO REMAIN & BE PROTECTED DURING DEMOLITION.
- 2 REMOVE EXISTING CARPET & WALL BASE CARPET (EXISTING WOOD BASE TO REMAIN). FIX AND PREPARE FLOOR TO RECEIVE NEW FLOORING.
- 3 REMOVE EXISTING CURTAIN. FIX AND PREPARE WOOD PANELING AS NEEDED.
- 4 REMOVE EXISTING 2x2 CEILING TILES (GRID TO REMAIN & BE PROTECTED), 4x4 LIGHT FIXTURE & FLORESCENT COVE LIGHTING IN THEIR ENTIRELY. EXISTING WIRES TO BE RE-USED.

CONSTRUCTION KEYED NOTES:

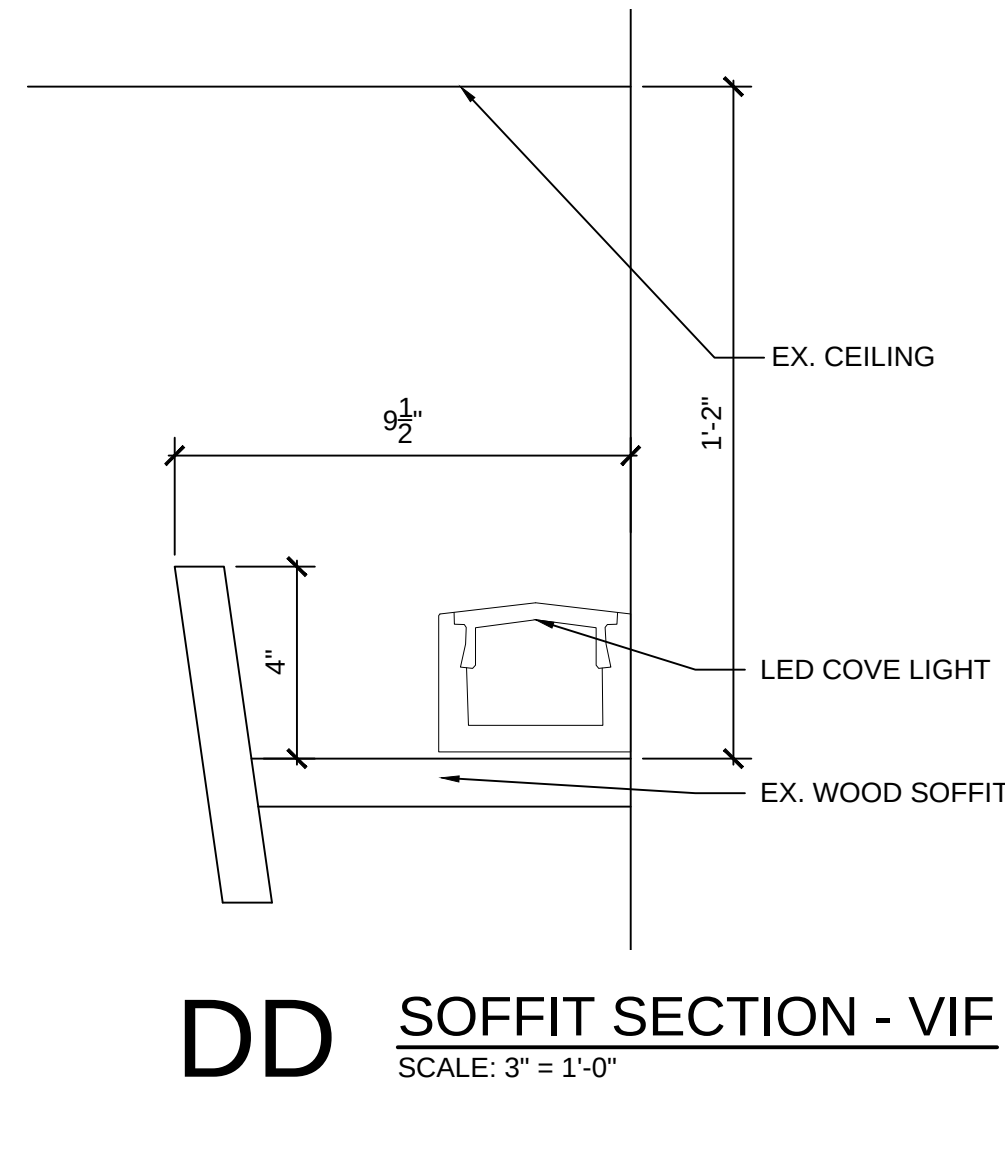
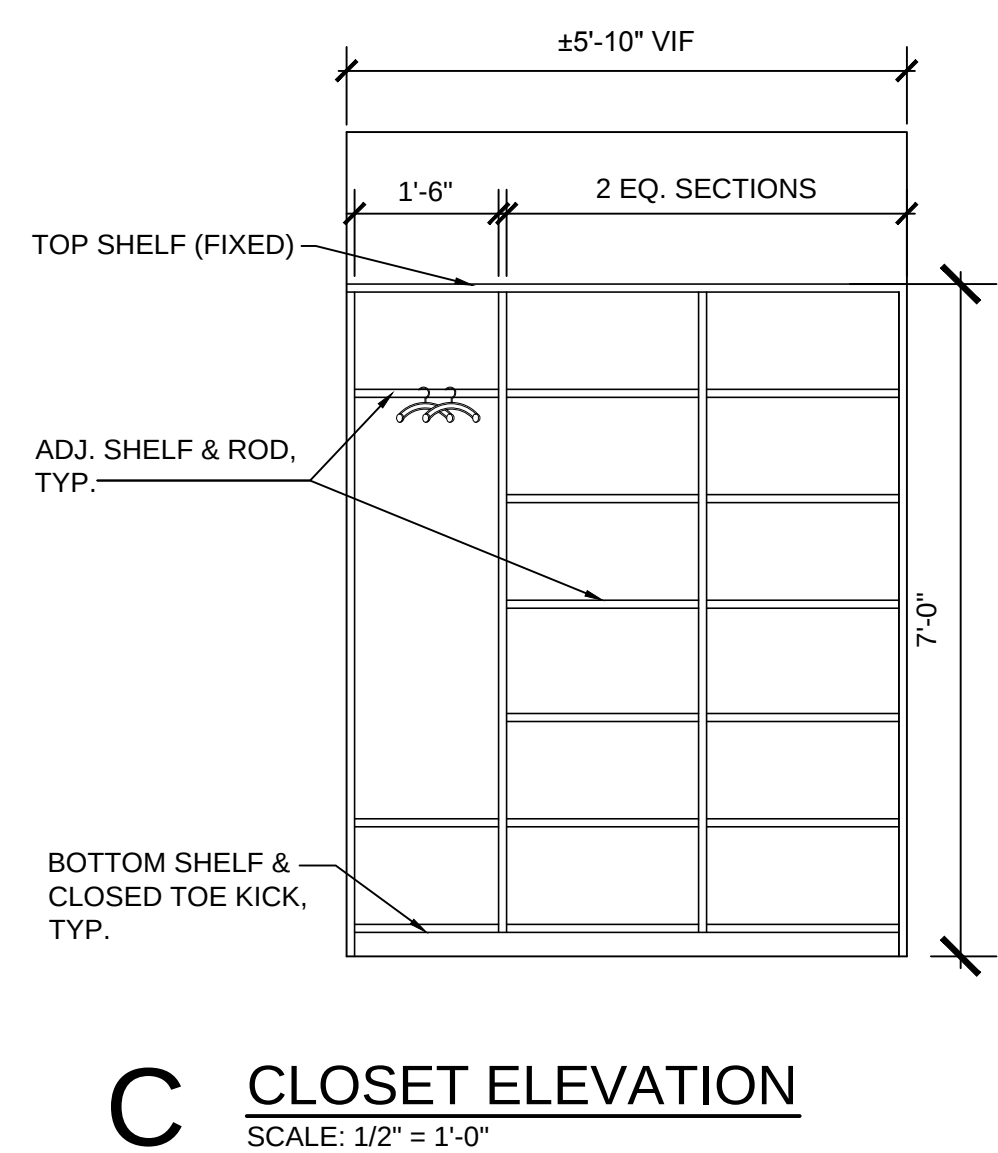
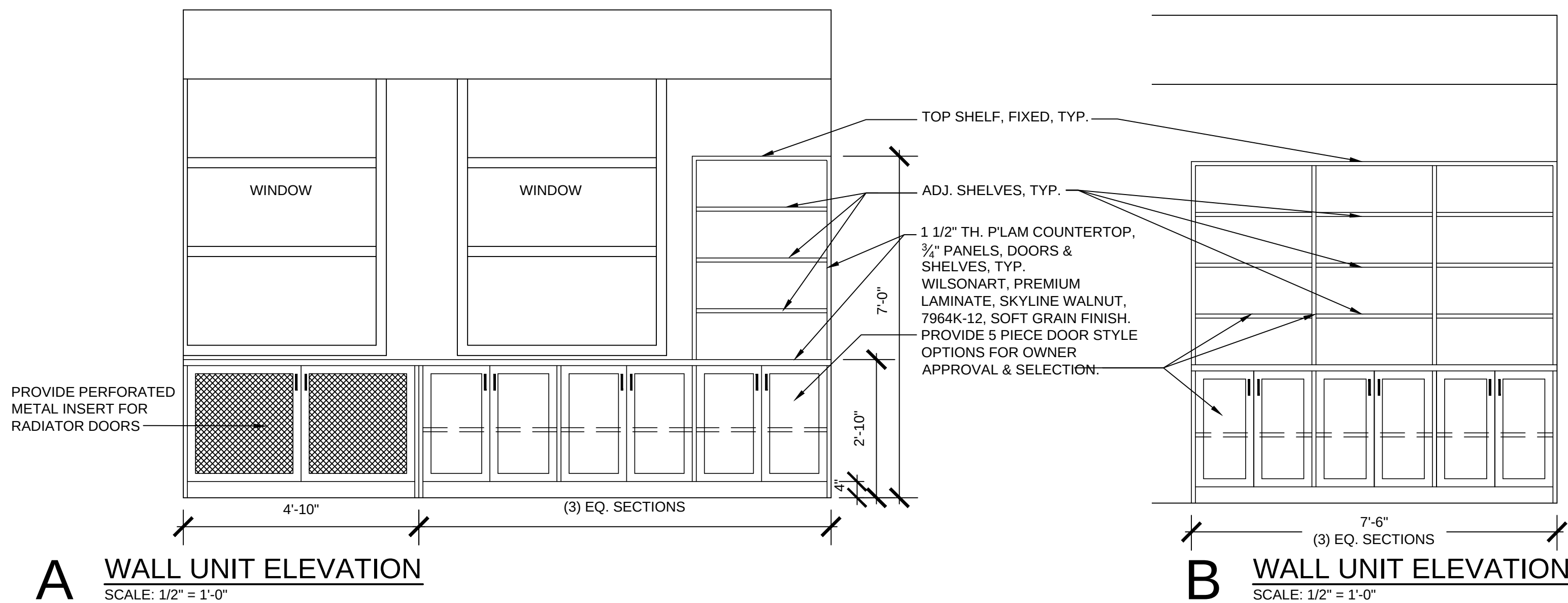
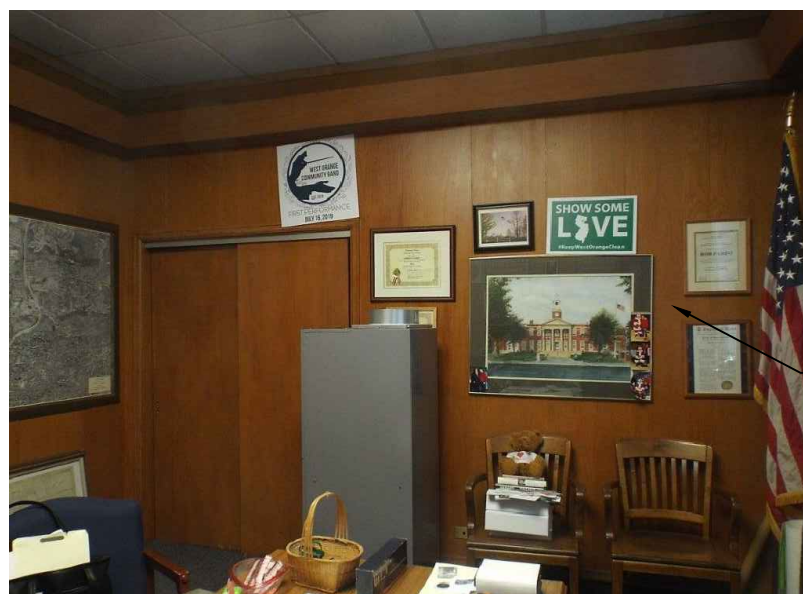
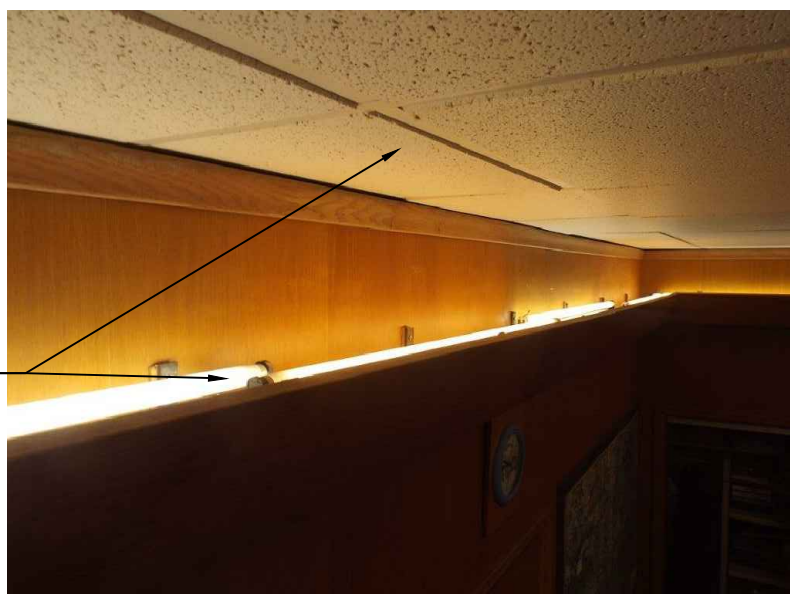
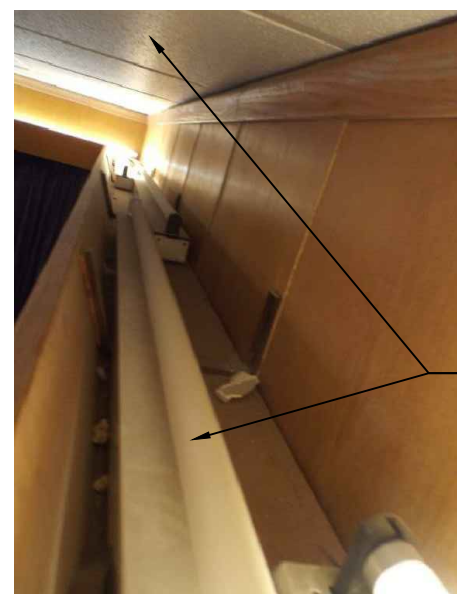
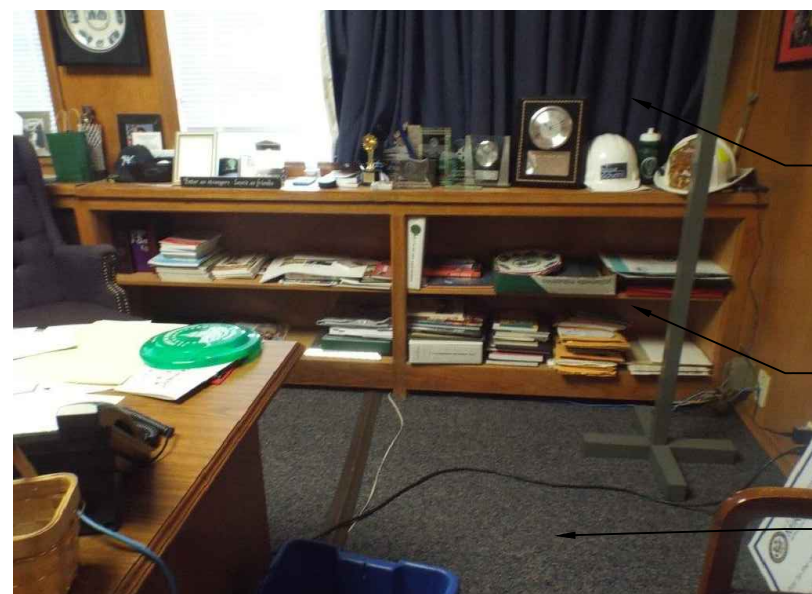
- ① CLEAN, FIX, PRIME AND PAINT EXISTING WOOD PANELING, WINDOW FRAME/SILL & SOFFIT. SEE FINISH SCHEDULE.
- ② PROVIDE MILLWORK. SEE ELEVATIONS. EXISTING RADIATOR TO REMAIN, CLEAN & PROTECT DURING CONSTRUCTION WORK.
- ③ PROVIDE CLOSET ORGANIZER UNITS. SEE ELEVATIONS.
- ④ CLEAN & PREPARE FLOOR SLAB & PROVIDE NEW WOOD-BASE LAMINATE FLOORING WD-1 & 4" BASE VB-2. SEE FINISH SCHEDULE.
- ⑤ TAKE DOOR PANEL OFF, RESTORE AND PATCH DOOR, STRIP OUT ALL FINISH, STAIN & PROVIDE (2) COAT SEMI-GLOSS PAINT. COLOR TO MATCH WALLS OR AS SELECTED BY OWNER. REPLACE HARDWARE AS PER OWNER REQUIREMENTS.
- ⑥ PROVIDE OVERFLOOR RACEWAY. LEGRAND, OFR SERIES, LOW PROFILE, ADA COMPLIANT. PROVIDE FROM THE WALL, VERTICALLY DOWN TO FLOOR, ABOVE FLOOR TO BACK CABINETS, AND TO DESK AREA. VIF LENGTH/RUN OF RACEWAY & COORDINATE WITH FURNITURE.
- ⑦ REPLACE ALL OUTLET/SWITCH COVER PLATES WITH LEVITON DECORA OFF WHITE OR AS SELECTED BY OWNER/ARCHITECT.

CEILING KEYED NOTES:

- ① CLEAN, FIX & PAINT GRID SYSTEM & PROVIDE NEW CEILING TILES. ARMSTRONG, DUNE, 2X2, ANGLED TEGULAR, 1774, IN $\frac{15}{16}$ " EXISTING GRID SYSTEM (VIF).
- ② PROVIDE LED COVE LIGHT. INSTALL AT EXISTING COVE SOFFIT. PROVIDE NEW DIMMING SWITCH & CONNECT TO EXISTING WIRES. SEE LIGHTS KEYED NOTES.
- ③ PROVIDE 4" LED RECESSED LIGHT FIXTURES. PROVIDE NEW DIMMING SWITCH & CONNECT TO EXISTING WIRES. LITHONIA LIGHTING, WFAE 3000K, 120V, WHITE.

CEILING LIGHTS KEYED NOTES:

- (E1) PROVIDE JUNCTION BOX FOR COVE LIGHTING POWER AND DIMMER CONNECTIONS.
- (E2) (2) LITHONIA CLX-L96-8000LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-VWH, LED LINEAR STRIP LIGHTS IN SOFFIT COVE.
- (E3) (1) LITHONIA CLX-L96-8000LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-VWH, AND (1) CLX-L48-4000LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-VWH, LED LINEAR STRIP LIGHTS IN SOFFIT COVE.
- (E4) (1) LITHONIA CLX-L24-2500LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-VWH, LED LINEAR STRIP LIGHT IN SOFFIT COVE.
- (E5) NEW 0-10V DIMMING SWITCH, LEGRAND#H4FBL3PTC, OR EQUIVALENT, FOR SOFFIT COVE LIGHTING.
- (E6) NEW 0-10V DIMMING SWITCH, LEGRAND#H4FBL3PTC, OR EQUIVALENT, FOR RECESSED LIGHTING.



GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MM 48411
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CO 401804	NV 5015
CT 7547	NC 9671
DE ARC 6052	OH 9510925
DE SS-0008180	PA RA 403281
FL AR 0014044	RI 2030
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IA 06841	UT 8470051-0301
KS 5073	VT 2529
LA 5090	VA 0401008254
MD 11029	WA 11037
MA 10131	WJ. COA 21AC00
NJ PLANNER 33.00435100	

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE:

MAYOR OFFICE
PLANS, DETAILS AND
NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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DRAWING NO.

A-07

I. APPENDIX

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with- out regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gen- der 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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-

EXHIBIT B (Cont.)

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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

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

(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 Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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 Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

EXHIBIT B (Cont)

) 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 Division.

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

(C)) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

J. PREVAILING WAGE

Exhibit “B”



ADDENDUM No. 1

Date: November 15, 2022

Project: Township of West Orange – Municipal Building
Interior Improvements & Repairs – Phase I
66 Main Street
West Orange, NJ 07052

From: Herbst Musciano Architecture, LLC

This Addendum is being issued to amend and supplement the bidding contract documents that were advertised for bids for the above referenced Project. The content of this addendum shall become part of the bid and Contract documents.

Item ADD-1.1: CLARIFICATION ITEM:

1. Time for Completion is 120 calendar days, as per the Notice to Bidders.

Contractor to acknowledge receipt of the addendum by completing this sheet and e-mailing it to:
layla.katrajian@herbstmusciano.com
tbenevento@westorange.org

Acknowledged by:

(Signature)

(Bidder's Name)

(Date)

END OF ADDENDUM No.1

Exhibit “C”

G. PROPOSAL AND SUPPLEMENTAL FORMS AND REQUIREMENTS

**BID
PROPOSAL
BY**

VMF CONSTRUCTION

(Bidder's Name)

10-09 UTICA TERRACE , FAIR LAWN NJ tel:973-563-3103

(Address and Phone Number)

**TO THE
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

FOR

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

The Work under this Contract includes interior & exterior improvements; removal and replacement of existing windows, repair and all related improvements at Municipal Building to comply with the Work described in these Specifications.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Township is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the above- named Township, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Township as therein set forth, and that he will take in full payment therefore the following prices to with for the Municipal Building Interior Improvements & Repairs:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

for the total Base Bid Lump Sum of

Two Hundred Seventy Five Thousand Dollars and zero cents (\$ 275,000.00)
(Insert price in both "words" & "figures" for base bid lump bid price)

Attached hereto are the necessary Completed Bidding Requirement FORMS as stated in the Project Manual.

The Undersigned agrees to execute and deliver to the Owner simultaneously with the delivery of the executed contract, a performance bond and a payment bond (labor and material) in the amount of the Contract Sum, certificate of insurance, indemnification statement, and signed Business Code of Ethics as described in the "Instructions to Bidders".

The Undersigned agrees to comply and execute the requirements of the Public Works Contractor Registration Act as described in the "Instructions to Bidders".

The Undersigned agrees to perform the Work in accordance with AIA Documents A201 General Conditions of the Contract for Construction 1997 Edition, unless otherwise stated and directed in "Instruction to Bidders" documents, The Contract between the Owner and the Contractor, and/or Project Manual and Division-1 General specification sections.

The Undersigned agrees that time of completion of the work to be done hereunder is an Essential Condition of the contract. By submitting his Proposal for the work, the Undersigned warrants that he shall substantially complete all the work called for in his contract within **a period of 90 consecutive calendar days** from the date of "Notice to Proceed".

CONTRACTOR'S BASE BID PROPOSAL /BID SHEET COST BREAKOUT SCHEDULE
for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

Bidder shall provide a breakdown of the Base Bid Proposal per the following schedule of values categories:

<u>SCHEDULE OF VALUES – BASE BID COST BREAKOUT</u>	
Temporary Facilities & Controls:	\$ 8,000
General Conditions:	\$ 10,000
Building Permit & C of O:	\$ 1,000
Contractor's Fees/ O&P:	\$ 30,000
Demolition:	\$ 18,000
Interior Work; paint:	21,000
Flooring:	\$ 29,000
Ceiling Work:	\$ 18,000
Electrical Work:	\$ 45,000
Mechanical Work:	\$ 2,000
Plumbing Work:	\$ 16,000
Window panels & treatments	\$ 18,000
Fire Alarm System:	\$ 4,000
Specialties:	\$ 30,000
Millwork:	\$ 25,000
TOTAL BASE BID:	\$ 275,000
ADD ALTERNATE BID#1:	\$ 50,000

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALTERNATES:

ADD ALTERNATE BID#1:

Second floor: At 206, 207, 208 & Adjacent Corridor, Area A: As noted on Drawings; All Walls, floor, ceiling & light fixtures work. Remove existing floor & wall finishes & light fixtures. Provide new drop ceiling, light fixtures, floor & wall finishes & paint, remove and reinstall all existing accessories for a complete working installation & operational and code compliant installation.

Fifty Thousand Dollars and Zero Cents (\$ 50,000.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALLOWANCES:

NOT USED

CONTRACTOR'S BID PROPOSAL /BID SHEET – UNIT PRICE BIDS

UNIT PRICE No.1:

Replace existing damaged Ceiling Metal Grid Suspension System with new metal grid system to match, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case existing ceiling grid system is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 lf. of 15/16" (match existing) ceiling grid suspension system, main beam/cross tees/molding as required.

Ninety Five Dollars and zero cents (\$ 95.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.2:

Exterior Masonry tuck pointing, for a complete working installation. Complete operational and code compliant installation.

Purpose: To adjust the contract sums in case additional quantity is required or requested beyond the base bid work and that differs from the quantity as indicated on the drawings.

Unit of measurement: 10 lf. of Brick joint tuck pointing.

Four Hundred Dollars and zero cents (\$ 400.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.3:

Remove existing floor finish, Repair and Provide new wood-base lam. floor tiles and Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of WD-1 & 10 lf of wall base as required.

One Hundred and Twenty Dollars and zero cents (\$ 120.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.4:

Remove existing floor finish, Repair and Provide new VCT floor tiles and Vinyl Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of VCT & 10 lf of Vinyl Wall Base as required.

Ninety Dollars and zero cents (\$ 90.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (X), a Certified or Cashier's Check (), payable to the order of the

Township of West Orange ^{new} in the sum of

10% of the amount bid Dollars \$ _____,

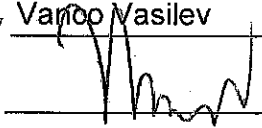
which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The corporation undersigned is an individual under the partnership Laws of the State of _____

NEW JERSEY having principal offices at 10-09 UTICA TERRACE , FAIR LAWN NJ

Telephone Number 973-563-3103

Trade Name of Bidder VMF CONSTRUCTION

1. Signed by Vanko Vasilev
Signature 
Title President

2. Signed by _____
Signature _____
Title _____

Signed this 28th day of November, 2022.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

SEE ATTACHED

CONSENT OF SURETY

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)

Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

NON-COLLUSION
AFFIDAVIT

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX

I, Vanco Vasilev of the (Township, City, Town, Township) of

FAIR LAWN in the County of BERGEN

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

I am President of the firm of VMF CONSTRUCTION

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; 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 Township of West Orange relies upon the truth of 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 bonafide employees or bonafide established commercial or selling agencies maintained by

VMF CONSTRUCTION

(Name of Contractor)
(N.J.S.A. 52:34-15)

Vanco Vasilev

(Also type or print name of
Affiant under signature)

Sworn and subscribed to before
me this 28th
day of November 20 22

Notary Public of _____

My commission expires _____

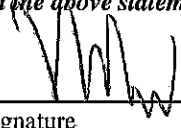

KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in amount are awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1 et seq), the successful bidder shall be required, within seven (7) days of receipt of notice of the award of said contract, to file with the Division of Purchase, and Township Clerk, in accordance with Ordinance #1180-093, a written statement setting forth all political contributions in cash or in kind of \$200.00 or more made within five (5) years of the date of said notice of award, either directly or indirectly, by said bidder and/or any of its principal officers, to any elected official of the Township currently in office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms.

BIDDER:



Signature

President

Title

FOR:

VMF CONSTRUCTION

Contractor

Sworn to and subscribed before me

on this 28th day of November 2022

Notary Public


KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with 10% or greater interest therein, as the case may be.

BID ITEM: West Orange Municipal Bldg Interior improvements

NAME OF CORPORATION
OR PARTNERSHIP: VMF CONSTRUCTION

DATE OF BID: 11/29/2022

<u>NAME</u>	<u>ADDRESS</u>	<u>No. OF STOCK OR % OF INTEREST IN PARTNERSHIP</u>
VANCO VASILEV	10-09 Utica Ter, Fair Lawn NJ	100%

(Statement Supplement Permitted if Needed)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, THAT ON THIS _____ day of _____

in the year TWO THOUSAND AND _____ before me, the
subscriber, a Notary Public of the State of _____
personally appeared _____

who, being by me duly sworn, on h _____ oath, did depose and make proof to my
satisfaction that _____ is the Secretary or Assistant
Secretary to _____, the Corporation
named in the within that _____ is President of said
corporation that the execution, as well as the making of this instrument has been duly authorized by a
proper resolution of the Board of Directors of said Corporation deponent well knows the corporation
seal of said Corporation; and the seal affixed to said instrument is such corporation seal and was
thereto affixed and said instrument signed and delivered by said President, as and for h
_____ voluntary act and deed and as and for the voluntary act
and deed of said Corporation in presence of deponent who thereupon subscribed his/her
_____ name thereto as witness.

Sworn to and subscribed before me

this _____ day of _____, 20_____

(Signature)

Secretary or Asst. Secretary

SEAL

Notary Public of _____
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be one of the members of the Firm of _____

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said Firm.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 28th day of November, 2022

before me personally came Vanco Vasilev

to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same, as and for he voluntary act and deed.

Sworn to and subscribed before me

this 28th day of November, 2022

SEAL



KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

Notary Public of _____

My commission expires _____

**TOWNSHIP OF WEST ORANGE
AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY COUNTY
OF ESSEX

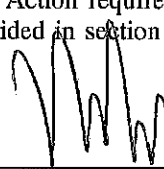
I Vanco Vasilev, of the (Township, City, Town, Township) of FAIR LAWN,
In the County of BERGEN, State of NEW JERSEY,
of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, Partner, Owner) of the firm of VMF CONSTRUCTION,
A Bidder making a Proposal upon the Project entitled West Orange Municipal Bldg improvements.
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and
rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including
those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the
Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and
regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of
Hudson, Township of West Orange, until an Affirmative Action Plan is approved. I am also aware that the
Contract may be terminated and the firm may be debarred from all public contracts for a period of up to
five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New
Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding
Specification.

Sworn and subscribed

before me this 28th

day of November, 2022



Signature of Authorized Representative

VANCO VASILEV - PRESIDENT

Name and Title

Seal-Notary Public of NJ
My commission expires _____

KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

10-09 UTICA TERRACE, FAIR LAWN NJ

Firm's Address

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **TOWNSHIP** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT COMPLETED	LOCATION	OWNER	CONTRACT AMOUNT
-----------------------------------	-----------------	--------------	------------------------

SEE ATTACHED			

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

SEE ATTACHED

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

[illegible]

DATE: 11/28/2022

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>
Peter Hywell Plumbing and Heating	51 Woodland rd Ringwood Nj	Plumbing
Aber Electric	282 Gaston Ave Garfield NJ	Electrical

DATE: 11/28/2022

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST ORANGE

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS**

**A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
☒	A bid guarantee as required by N.J. S.A. 40A 11-21	V.V
☒	A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	V.V
☒	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	V.V
☒	A listing of subcontractors	V.V
☒	If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	V.V
☒	New Jersey Public Works Contractor Certification	V.V

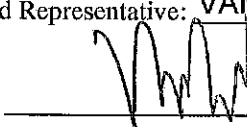
**B. Failure to submit the following documents may be a cause for the Bid to be rejected.
(N.J.S.A. 40A: 1 1-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)	Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
	A Certified Financial statement prepared within the last twelve months	V.V	☒	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b	V.V
☒	Consent of Surety as to a Labor and Material Payment Bond	V.V	☒	Submission of a Non-Collusion Affidavit (this form must be Notarized)	V.V
	Statement of compliance with N.J.S.A. 45:1 4C-2(h) (licensed master plumber)	V.V	☒	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	V.V
☒	Affirmative Action Affidavit (this form must be Notarized)	V.V	☒	Contractor Experience Statement	V.V
☒	Equipment List	V.V	☒	Copy of Business Registration Certification	V.V
☒	Public Works Contractor Certification	V.V	☒	Political Contribution Disclosure (this form must be Notarized)	V.V

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder VMF CONSTRUCTION

By Authorized Representative: VANCO VASILEV

Signature: 

Print Name and Title: VANCO VASILEV - PRESIDENT

Date: 11/28/2022

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WEST ORANGE

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS**

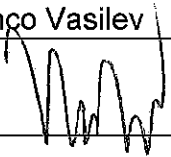
Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received
Addendum #1	email	11/15/2022

Acknowledgment by Bidder:

Name of Bidder: VMF CONSTRUCTION

By Authorized Representative: Vanco Vasilev

Signature: 

Printed Name and Title: VANCO VASILEV - PRESIDENT

Date: 11/28/2022

**BUSINESS REGISTRATION
CERTIFICATE
(Township Requirement)**

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

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

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
070-087-382/500
ADDRESS:
NEW BLING AT
TRENTON NJ 08611
ISSUANCE DATE:
07/14/04

TRADE NAME:
CLIENT REGISTRATION:
SEQUENCE NUMBER:
010722

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TRENTON, NJ

John S. Tully
Acting Director

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

**ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE**

Type text here

H. AGREEMENT

CONTRACT

for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS
PHASE I**

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

THIS AGREEMENT made as of this _____ day of _____ 2022 BETWEEN THE
TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter
referred to as the "OWNER") and Type text here

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within one hundred fifty (150) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ARCHITECT prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ARCHITECT may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the

CONTRACTOR will pay to the OWNER an amount equal to Three Hundred Dollars (\$300.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ARCHITECT for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ARCHITECT, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contractor, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE: _____
ATTEST: _____

TOWNSHIP OF WEST ORANGE, NEW JERSEY
By: _____
Title: _____

WITNESS:

CONTRACTOR:

Title: _____
Owner or Partner

ATTEST:

CONTRACTOR:

Corporate Secretary

(Print or Type Name)

Title: _____
Corporate Officer

Title: _____
(Print or Type Name)

Corporate Seal

I. APPENDIX

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor 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 Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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-

EXHIBIT B (Cont.)

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 Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

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

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

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

(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 Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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 Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

EXHIBIT B (Cont)

) 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 Division.

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

(C)) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, 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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

J. PREVAILING WAGE

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

VMF Construction LLC as Principal, **Bondex Insurance Company** as Surety, are hereby and firmly bound unto the **Township Of West Orange**, in the penal sum of **Ten Percent Of The Amount Bid Not To Exceed Twenty Thousand And 0/100 Dollars (10% Of The Amount Bid Not To Exceed \$20,000.00)** for payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this **29th day of November, 2022**.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

**MUNICIPAL BUILDING INTERIOR IMPROVEMENTS & REPAIRS PHASE I,
Project #: 7835**

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

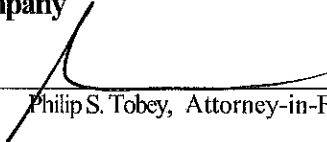
If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the 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 Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

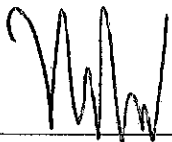
IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety: **Bondex Insurance Company**

By: 
Philip S. Tobey, Attorney-in-Fact


Claudia Pereira, Witness

Principal: **VMF Construction LLC**

By: VANCO VASILEV - PRESIDENT


Consent of Surety

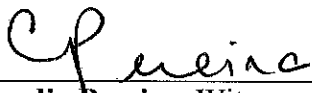
Bondex Insurance Company, a corporation created and existing under the laws of the State of **New Jersey**, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the State of **New Jersey** (hereinafter, the "Surety") does hereby consent and agree with the bid of **VMF Construction LLC** (hereinafter, the "Principal"), as principal, for **MUNICIPAL BUILDING INTERIOR IMPROVEMENTS & REPAIRS PHASE I, Project #: 7835** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

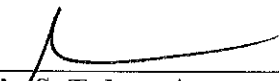
This Consent of Surety has been signed, sealed and dated on **November 29, 2022**

ATTEST:

Bondex Insurance Company



Claudia Pereira, Witness



Philip S. Tobey, Attorney In fact

Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS: That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan C. Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company.

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, **BONDEX INSURANCE COMPANY** has caused its seal to be affixed hereto and executed by its President on the 31 day of October, 20 22.

BONDEX INSURANCE COMPANY

BY Antonio R. Barner
Antonio R. Barner, President

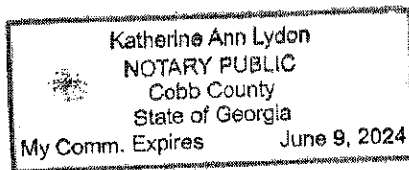
State of GEORGIA

County of COBB.

ACKNOWLEDGEMENT

On this 31 day of October, 20 22, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



BY Katherine Ann Lydon
Name: Katherine Ann Lydon
Notary Public

CERTIFICATE

I, J. Stephen Berry, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

Signed and Sealed at Atlanta, Georgia this 29th day of November, 20 22



BY J. Stephen Berry
J. Stephen Berry, Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VMF CONSTRUCTION LLC

Trade Name:

Address: 67 PROSPECT ST APT.1
GARFIELD, NJ 07026-0702

Certificate Number: 2091968

Effective Date: December 07, 2016

Date of Issuance: January 22, 2017

For Office Use Only:

20170122131153524

12/07/16

Taxpayer Identification# 814-612-179/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

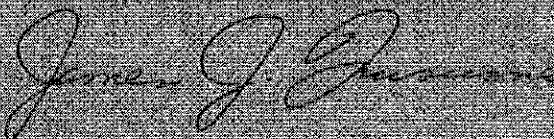
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (800) 292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Frascione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: VMF CONSTRUCTION LLC	TRADE NAME:	
ADDRESS: 67 PROSPECT ST APT 1 GARFIELD NJ 07026-0702	SEQUENCE NUMBER: 2001968	
EFFECTIVE DATE: 12/07/16	ISSUANCE DATE: 12/07/16	
 Director New Jersey Division of Revenue		

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

VMF CONSTRUCTION LLC
Vance Vasiliev
10-09 Utica Terrace
Fair Lawn NJ 07410

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
VMF CONSTRUCTION LLC
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
01/27/2022 TO 03/31/2023
VALID
SIGNATURE

13VH09350000
License Registration Certificate #

01/27/2022 TO 03/31/2023

VALID

13VH09350000

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

VMF CONSTRUCTION LLC

EXPIRATION DATE 2023

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 09350000 PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

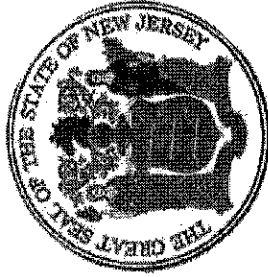
HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Certificate Number
713708

Registration Date: 01/13/2021
Expiration Date: 01/12/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Vanco Vasilev, President

A handwritten signature in cursive script, appearing to read "Rob Asaro-Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

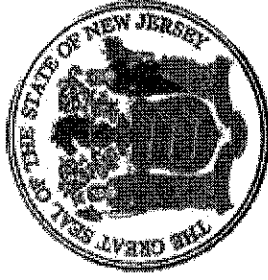
VMP CONSTRUCTION
2021

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certificate Number
624665

Registration Date: 06/10/2022
Expiration Date: 06/09/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

PETER HYWEL PLUMBING & HEATING, INC.
2022

Responsible Representative(s):
Peter Hywel, President

A handwritten signature in cursive script, appearing to read "Rob Angelo".

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

CA-20

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES TO AVOID ANY AUTHENTICITY

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers

HAS LICENSED

Peter M. Hywel
T/A PETER HYWEL PLBG & HTG INC
51 Woodland Road
Ringwood NJ 07456

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

05/05/2021 TO 06/30/2023

VALID

36B100966700

LICENSE/REGISTRATION/CERTIFICATION #

P. Hywel
Signature of Licensee/Registrant/Certificate Holder

Kate Corso
ACTING DIRECTOR



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PETER HYWEL PLUMBING & HEATING, INC.

Trade Name:

Address: 51 WOODLAND RD.
RINGWOOD, NJ 07456

Certificate Number: 0115701

Effective Date: October 07, 1997

Date of Issuance: June 12, 2012

For Office Use Only:

20120612090302837

STATE OF NEW JERSEY
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION
TREASURY, NEW JERSEY

This person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX
pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

PETER HYGEL PLUMBING & HEAT
806 CERIA COURT
WASHINGTON TWP NJ 07075

Tax Registration No.
Tax Effective Date
Document Locator No.
Date Issued

Robert K. Thompson
Acting Director, Division of Taxation

223-541-335/000
10-01-97
80000700005
06-19-98

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



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges VMF CONSTRUCTION LLC DBA:VMF CONSTRUCTION as a Category 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 1/5/2021
Certification Number: A0134-33

Expiration: 1/5/2024

VANCO VASILEV

67 PROSPECT STREET APT.1, GARFIELD NJ
07026

Construction Project Manager/Supervisor with strong field experience and ability to manage subcontractors and equipment with the assurance of a safe and quality-oriented job site, Excellent people and communication skills, easily work with parties involved. Recognized for exceptional professionalism and ability to interface with all types of people.

ASSETS

- + Quality Control & Inspections
- + Project Managing & Material Purchasing
- + Cost Monitoring
- + Root-Cause Analysis
- + Project Analysis/Status/Print Scaling
- + OSHA Certified
- + Scheduling & Project Sequencing
- + Strong Ability to Initiate and Accomplish Results

PROFESSIONAL ABILITIES

- Results-Derived from previous Construction/Building experience to effectively carry-out today's project supervision, incorporating professional working and communication skills.
- Expertise in several types of construction and building environments, Residential, Commercial, Industrial, Government, State, and Private run and funded projects.

PROFESSIONAL PROFILE & PREVIOUS EMPLOYMENT

ARCH-CONCEPT CONSTRUCTION, INC. (973) 356-3474

Jun. 2010-2013

Project Supervisor-Asbestos Abatement & Roof Replacement at the NJ Dept. of Human Services Regional School in Hillsborough NJ

- Effective member and leader of the construction team
- Crew Management
- Work with site engineers
- Supervision of all trades
- Documentation of daily work activities
- Budget Management
- -OSHA Trained/Excellent Safety Record with employer,
- Self Employed General Contractor for over 8 years.
- Providing services to other General Contractors such as:

- Construction- Building and Servicing
- Estimating
- Project Status
- Project Managing
- Crew Management
- Budget Managing
- Project Completion

SMAC CORP. (201) 691-6777

May 2013 – 2016

Project manager/supervisor for projects:

- Masonry Wall Restoration at Yonkers Montessori Academy
- Infrastructure at YPS 13 Yonkers NY
- Jersey City Housing Authority Apartment Rehabilitation
- Patio, Terrace and Balcony Repairs at Joseph Masiello Homes Paterson NJ

Main tasks and obligations:

- Project budgeting
- Management of work crew
- Supervision of work and all trades
- Daily reports and activities
- Material orders
- Subcontractors management
- Project meetings with engineers
- Cost estimates
- Managing cash flow and expenses

Proficient at Word, Excel, Outlook, Access, MC Project, Plan swift

References will be provided upon request.

**EDUCATION
HISTORY**

Bitola High School, Bitola Macedonia
University of Ohrid – Business Management



VMF CONSTRUCTION

GENERAL CONSTRUCTION

EXPERIENCE/REFERENCES

Company name

Project

1.Vantage Health System

David Griffith
93 W Palisade Ave
Englewood, NJ 07631
Tel:201-567-0500

ADA Bathrooms renovation

2 Park Ave
Dumont, NJ 07628

2.SMAC CORP

Freddy Duarte
431 N. Midland Ave
Saddle Brook N.J 07663
Tel: 201-791-6777

PCCC

1 College Blvd
Paterson N.J. 07505

3.Friendship House Inc

John Cox
125 Atlantic Street
Hackensack N.J. 07601
Tel: (201) 488-2121

Friendship House Interior renovations

125 Atlantic Street
Hackensack N.J. 07601

4.Wharton Public Library

Eileen Burnash
Library Director
15 S Main Street
Wharton NJ 07885
973-361-1333, ext 2754

Wharton Public Library Bathrooms

15 S Main Street
Wharton NJ 07885



VMF CONSTRUCTION

GENERAL CONSTRUCTION

EXPERIENCE/REFERENCES

Company name

Project

1.Plainfield Fire Department

Lt. John Reed

315 Central Ave

Plainfield N.J.

Tel: 908-753-3413

Plainfield Fire Department

Bathroom Remodeling

315 Central Ave

Plainfield N.J 07060

2.Borough of Edgewater

Gregory S. Franz

55 River Road

Edgewater N.J. 07020

Tel: 201-943-1700 ext. 3131

Edgewater Marina Roof Replacement

989 River Road

Edgewater N.J. 07020

3.Jeferson Township Library

Seth Stephens

1031 Weldon Road

Oak Ridge, N.J. 07438

Tel: 973-208-6245

Jefferson Township

Public Library Renovations

1031 Weldon Road

Oak Ridge, N.J. 07438

4. Leonia Senior Center

Barbara H. Davidson

Supt. of Leonia Recreation

370 Broad Avenue

Leonia, NJ 07605

201-592-5783

Leonia Senior Center Renovations

305 Beechwood Place

Leonia, NJ 07605



VMF CONSTRUCTION

GENERAL CONSTRUCTION

EQUIPMENT CERTIFICATION

The undersigned bidder hereby certifies as follows:

The bidder owns, leases or controls all the necessary equipment required by the bidding documents to accomplish the work described in the specifications.

Name of bidder: VMF CONSTRUCTION LLC

By: (Signature)

Name of above: VANCO VASILEV

Title: PRESIDENT

Date: 11/28/2022



VMF CONSTRUCTION

GENERAL CONSTRUCTION

LIST OF EQUIPMENT OWNED BY VMF CONSTRUCTION

TYPE	BRAND	YEAR	SERIAL #
• Excavator	CAT320	2009	9KK05623
• Bobcat	CASE 1840	2014	SN JA FO
• Telescopic lift	CATTH103FL	2011	SN3PN00489
• Boom lift	LULL	2010	SN881290488

VANS & TRUCKS

• Ford E-250 van	2003
• Dodge RAM van	2020

01/17/17

Taxpayer Identification# 884-968-313/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
ABER ELECTRIC LLC

ADDRESS:
282 GASTON AVENUE
GARFIELD NJ 07026
EFFECTIVE DATE:

01/17/17

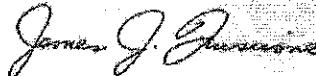
TRADE NAME:

SEQUENCE NUMBER:

2102198

ISSUANCE DATE:

01/17/17



Director
New Jersey Division of Revenue

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

Robert Jachavski
282 Gaston Avenue
Garfield NJ 07026

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/03/2021 TO 03/31/2024
VALID

34E101823000
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

ABER ELECTRIC LLC
ROBERT JACHEVSKI
282 Gaston Avenue
Garfield NJ 07026

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/16/2021 TO 03/31/2024
VALID

34EB01823000
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

Exhibit “D”



General Building Contractor

Ben Dauti : (973)377-0660 : TNSContractor@gmail.com

Tim Dauti : (201)618-9222 : TNSContractor@gmail.com

1294 Waterloo Rd. Stanhope, Nj 07874

11/29/2022

Letter Of Protest

Township of West Orange Town Hall Renovations Phase I

To whom it may concern,

I would like to start off by saying thank you for allowing us the opportunity to bid on this project. Today 11/29/22 at 10:00 a.m. there was a bid opening held at 66 Main Street in West Orange in the council chambers for the Interior renovations of the town hall phase I. After all the bids were opened, I realized that we, TNS Construction was second lowest bidder at the opening. After inspecting the bid documents from the apparent low bidder, VMF Group, we noticed that they are missing a financial statement which was on the bidders check list. Also, the main item that was missing was the public works registration certificate for their electrician. They had supplied every other sub-contractor's public work certificate, except for electric. If it is not required to supply all the certificates, then why did they supply any at all. All subcontractors' certificates are mandatory to be supplied at the time of the bid and not after. We would like to officially protest the apparent low bidder on grounds of missing necessary mandatory paperwork.

Sincerely,

Tim Dauti (President)



WE APPRECIATE YOUR BUSINESS --- TNS CONSTRUCTION

Exhibit “E”

CONTRACT

for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS
PHASE I**

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

THIS AGREEMENT made as of this _____ day of _____ 2022 BETWEEN THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter referred to as the "OWNER") and

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within one hundred fifty (150) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ARCHITECT prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ARCHITECT may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the

CONTRACTOR will pay to the OWNER an amount equal to Three Hundred Dollars (\$300.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ARCHITECT for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ARCHITECT, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contract, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE:_____

ATTEST:

TOWNSHIP OF WEST ORANGE, NEW JERSEY

By:_____

Title:_____

WITNESS:

CONTRACTOR:

Title:_____

Owner or Partner

CONTRACTOR:

ATTEST:

Corporate Secretary

Title:_____

Corporate Officer

(Print or Type Name)

Title:_____

(Print or Type Name)

Corporate Seal