

**ANYTOWN Board of Education  
ANYTOWN, New Jersey**

**General Conditions; Requirements and Terms**

The ANYTOWN Board of Education of ANYTOWN, New Jersey, provides to all potential bidders for this project, general conditions, and requirements and terms of contract that shall be complied with during the contract work.

**AHERA Notification**

To All Contractors/Workers:

Pursuant to AHERA (Asbestos Hazard Emergency Response ACT) Regulations, you are hereby informed that the school district has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses their friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

You are hereby informed that you shall inspect the Management Plan prior to the commencement of your work in any of the ANYTOWN schools. You are also directed to inform the Director of Buildings and Grounds, if you are going to be working in an area that may cause you to disturb any existing asbestos containing building materials.

You will be asked to sign an AHERA Notification document found in the bid specification package.

**Cleaning and Protection**

Contractors are reminded of the following:

They are to clean and protect work in progress and adjoining materials in place during handling and installation. The contractor shall apply protective covering where required to assure protection from damage or deterioration.

The contractor shall clean and provide maintenance on completed projects as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

Limiting exposures: Each contractor shall supervise its work operations to assure that no part of the work completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

## **Cleaning and Protection**

- a) Excessive static or dynamic loading
- b) Excessive internal or external pressures
- c) Excessively high or low temperatures
- d) Thermal shock
- e) Excessively high or low humidity
- f) Air contamination or pollution
- g) Water or ice
- h) Solvents
- i) Chemicals
- j) Light
- k) Radiation
- l) Puncture
- m) Abrasion
- n) high-speed operation
- o) Improper lubrication
- p) Unusual wear or other misuse
- q) Contact between incompatible materials
- r) Destructive testing
- s) Asbestos – AHERA
- t) Heavy traffic
- u) Soiling, staining and corrosion
- v) Bacteria
- w) Rodent and insect infestation
- x) Combustion
- y) Electrical current
- z) Misalignment
- aa) Excessive weathering

## **Clean-Up and Adjustments**

Contractors are to note the following:

Repair of deficiencies - Installations noted as deficient during inspection by the Building and Grounds Department must be repaired and corrected by the contractor and made ready for re-inspection within five working days.

All work must be done to the satisfaction of the Director of Building and Grounds or his designated agent.

Debris - Contractor is responsible for removal and offsite disposal of all rubble, trash and debris of all kinds created by or connected with this project. No on-site storage of debris is allowed. Debris shall not interfere with any school activity before it is removed. Debris impeding school operation will be removed by the district and deducted from the submitted contractor's invoice.

Prior to final completion inspection the contractor shall do a final cleaning. All areas of the site damaged by the work of the contractor shall be restored to its original condition. The Director of Buildings and Grounds shall have the final approval as to the project completeness and clean-up.

### **Contractor Personnel**

Contractors are reminded their employees are representatives of the company which is performing the services for this contract. Contractors are to understand and share with all workers the following:

- **Bathroom; Toilet Facilities**  
Bathroom and toilet facilities of the school facilities are not to be used by contractor personnel unless express permission has been granted by school officials.
- **Behavior in General**  
Contractor personnel are representatives of the company which is performing the services for this contract. The district expects and demands exemplary behavior from all contractor personnel at all times. Use of profanities within earshot or offensive gestures within view of occupants or neighboring residents is prohibited.
- **Bullying; Harassment or Intimidation**  
In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the Assistant Superintendent for Business/Board Secretary.
- **Contact with Staff and Students**  
Contractor personnel are reminded not have any contact with students/staff members in the district facilities or school grounds. Contractor personnel may have contact with school district officials who have been designated to work with or supervise the services being performed by the contractor.
- **Criminal History Background Check**  
The contractor and all subcontractors for the project shall provide to the school district (Director of Buildings and Grounds or Assistant Superintendent for Business/Board Secretary) evidence or proof that each worker assigned to the project that comes in regular contact with students, has had a criminal history background check, and that said check indicates that no criminal history record information exists on file for that worker.

The determination of “regular contact with students” will be made by the school district. Failure to provide a proof of criminal history background check for any contractor or subcontractor employee coming in regular contact with students may be cause for breach of contract.

If it is discovered during the course of the contract that a contractor or subcontractor employee has a disqualifying criminal history or the employee has not had a criminal history background check, that employee is to be removed from the project immediately.

The school district requires all contractors to go through the district's school security system. All workers will have to produce a valid driver's license to be entered into the security system. The background check is to be performed by scanning a driver's license or other government issued identification card through a computer and software program provided by the district. This program will scan the worker's personal identification, and check against a national sex offender data base.

Any contractor red flagged through this database will not be allowed to perform any type of work on site and will be required to leave the site. Should a contractor want to appeal a red flag from the owner's security system, the contractor must submit to a Criminal History Review.

- **Equipment and Tool Use**

Contractor personnel are to use all equipment and tools in a safe manner.

- **Food, Drink and Meals**

Contractor personnel should refrain at all times (whenever possible) from bringing food or drink on board of education property. Contractor personnel should make every attempt to take breaks, lunches or dinners off board of education property.

Contractor personnel are strictly prohibited from purchasing food or drink from school snack bars or cafeterias, unless giving express permission from school officials and while under direct supervisor of school officials. This does not mean that contractor personnel is prohibited to purchase food or drink from authorized school vending machines, again when given express permission by school officials.

- **Identification Cards; Badges; Uniforms**

All contractor personnel shall wear laminated picture identification on their left breast area of their uniform as issued by contractor. The identification badge shall clearly display individual's last name, first name printed in block letters underneath the picture. The identification badge must also include the company's name and logo. Personnel without a proper identification will not be permitted enter the building to work.

- **Independent Contractor Status--Not School Employees**

Contractor personnel are reminded in no manner they are to be considered employees of the school district.

- **Job Safety**

Contractors are to take all measures to ensure the work is being performed in a safe manner. There are to be no unnecessary risks doing the work and all work is to be completed in accordance with the bid specifications and industry standards.

- **Parking of Vehicles**

Contractors are to ensure all personnel properly park in designated areas with special emphasis not to park in fire zones, staff or student parking spaces or handicapped spaces. It is expected that contractors are to contact school officials are where to park vehicles during the school day and after school hours.

All vehicles improperly or illegally parked are subject to being ticketed and towed.

- **Smoking, Controlled Substances and Alcohol**

There is no smoking or possession/drinking of alcoholic beverages or controlled substances on school grounds both inside and outside. The district has a zero tolerance level on smoking or possession/drinking of alcoholic beverages and controlled substances on school grounds, both inside the buildings and on all school property.

- **Use of Board Property and Equipment**

All contractor personnel are prohibited to use any school property, including but not limited to the use of computer and computer equipment; school telephones, school AV equipment, district vehicles, equipment, tools etc.

The use of personal or business cell phones will be limited to contacting work supervisor or emergencies. Contractor personnel are encouraged not to make personal calls during the work activity for the school district.

- **Work Clothes; Shoes—Appropriate for Work**

The contractor must ensure that all personnel are wearing a company uniform and company identification. The uniforms shall bear the company's name and/or logo. The uniform shall consist of a shirt (polo shirt acceptable) and trousers. Contractor personnel are to wear clothing that is considered to be industry standard for the performance of the work to be done. All contractor employees, while on duty, must wear appropriate safety shoes (no sneakers are permitted). Personnel without a proper uniform will not be permitted to enter the building to work.

### **Conservation of Resources**

Each contractor shall coordinate construction activities to assure that operations are carried out with consideration given to conservation of energy, water, and material.

**Coordination of Activities**

All activities for this project and work will be coordinated through the

**Name of Official**

Director of Buildings and Grounds  
ANYTOWN Board of Education

All communication concerning activities for this project or work shall be made through the Director of Buildings and Grounds or his designated representative.

All work shall be coordinated through the Director of Buildings and Grounds or his designated representative. It is anticipated that working hours shall be scheduled during the hours of 7:00 a.m. and 4:30 p.m. (Regular Workday) during the normal workdays Monday through Friday. These working hours do not apply to emergent situations.

The contractor shall not interfere with the operation of existing essential services during all normal school operating hours and periods. The contractor shall work after hours if work will interfere with normal school work for no additional charge (no overtime) to the Board, unless so regulated by the New Jersey Prevailing Wages Act.

All work requiring temporary interruption of essential services and student activity shall be done only with the specific approval of the Director of Buildings and Grounds. The contractor shall set up a schedule of work affecting existing services for approval by the Director of Buildings and Grounds. Work affecting school activities will not be stopped and re-scheduled at no additional charge to the district nor will an extension in contract time be allowed.

Each contractor shall coordinate its activities with those of other contractors and other entities involved to assure efficient and orderly installation of each part of the work.

Each contractor shall schedule its operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.

Where availability of space is limited, each contractor shall coordinate installation of different components with other contractors to assure maximum accessibility for required maintenance, service and repair.

Each contractor shall make adequate provisions to accommodate items scheduled for later installation.

### **Cutting and Patching**

As defined below all cutting and patching shall be reviewed and approved by the Director of Buildings and Grounds before implementation.

**Cutting:** Removal of existing construction necessary to permit installation or performance of other work.

**Patching:** Fitting and repair work required to restore surfaces to original conditions after installation of other work.

The contractor shall examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

**Compatibility:** Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers. The contractor shall proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

### **Damage to Property; Public and Private**

The contractor and his personnel shall take every precaution that all property, school, municipal, county, state or private property shall not be damaged in any manner.

In case direct or indirect damage is done to existing streets or underground structures, sewers, mains etc., or to public or private property of any kind, or to any materials (asbestos included) or fixtures, by or because of work in consequence of any act or omission on the part of the contractor, his employees, or agents, of his subcontractors, the contractor shall first report said incident to the Director of Buildings and Grounds and at their own cost and expense, shall restore such structures, property, materials, etc., to a condition equal or better to that existing before such damage or injury was done.

The contractor shall restore by repairing, rebuilding, or otherwise, as may be required by the Board, or shall make good such damage or injury in a satisfactory manner. Contractor shall be responsible to reimburse any or all costs for materials or supplies, any or all labor costs for Board personnel or contracted services costs for work that may be needed for emergency repairs as a result of contractor's oversight.

The contractor shall, at all times, safely guard and protect the Board's property from damage or loss, in connection with this contract. He shall, at all times, safely guard and protect his own work and adjacent property from damage or loss, as provided by the law and the contract documents. The contractor shall replace or otherwise make good any such damage, loss or injury.

The contractor shall properly secure all work areas, at all times, and absolutely prevent water, snow, rain, etc., and all other environmental elements and creature infestations from entering the building as a result of his work or as a result of damage to the building caused by them.

The contractor shall also:

- Deliver, store and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
- Schedule delivery to eliminate storage at the site and to prevent overcrowding of construction spaces.
- Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. All MSDS sheets as required.

The contractor shall further:

- Inspect products upon delivery to ensure compliance with the contract documents and to ensure that products are undamaged and properly protected.
- Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
- Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

### **Prevailing Wages**

Contractors are reminded comply with the New Jersey Prevailing Wages Act.

Every contractor and subcontractor performing services in connection with this project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development.

### **Prevailing Wages--Certified Payrolls**

Every contractor agrees to submit to the Board of Education a certified payroll for each payroll period within ten (10) days of the payment of wages. The contractor further agrees that no payments will be made to the Contractor by the Board of Education, if certified payrolls are not received by the board. It is the Contractor's responsibility to insure timely receipt by the district of certified payrolls.



**Public Safety**

The contractor shall provide, at his own expense, lights, fences, barriers, danger warnings, detour warning signs, flagmen and any other approved devices to provide a safe environment for the student, school employees and general public. This is to be done in full accordance with all laws and industry standards and review and approval by the Director of Buildings and Grounds.

**Temporary Conditions/Actions by Contractor**

Any temporary conditions or actions by the contractor such as enclosures, partitions, safety precautions, barricades, power and utilities, etc., shall be reviewed and approved by the Director of Buildings and Grounds before implementation.

**Unauthorized Personnel**

Contractor personnel are not permitted to bring on the worksite any unauthorized persons including children or relatives of the contracted worker.

**Use of Premises**

Contractors are reminded to limit use of the premises to work in areas indicated. Personnel are to confine operations to areas within contract limits indicated. Personnel are not to disturb portions of the site beyond the areas in which the work is indicated.

Driveways, Sidewalks, and Entrances: Contractors are to keep surrounding site areas and entrances serving the premises clear and available to the Board of education, the district's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

Contractors are to schedule deliveries to eliminate space and time requirements for storage of materials and equipment on site.

Use of Existing Building Areas: Contractors are to maintain the existing building areas in a weather tight condition throughout the project period. Repair damage caused by any operation. Take all precautions necessary to protect the building and its occupants during the work period.

If applicable prior to partial district occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed.

**Utility Services**

Contractor is reminded about the following concerning utility services:

Existing Utilities--Maintain services indicated to remain and protect them against damage during selective services operations.

Contractor should not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by ANYTOWN and authorities having jurisdiction. Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to ANYTOWN and to authorities having jurisdiction.

Under no circumstances shall the contractor unilaterally turn off or disrupt any utility without express permission of the Director of Buildings and Grounds or his authorized agent.

**Work Order System and Proof of Services-- please revise this as to your district's procedures**

All repairs, maintenance and installation operations and all payment requests for all work require that the contractor follow the established district work order and payment procedures. Copies of these procedures shall be followed with no exceptions and are available in the building services office upon request.

**NOTE:** District approved, signed and completed work order forms, original signature voucher forms and an itemized invoice including supplier invoices shall accompany all requests for payment. Failure to submit properly completed close out paperwork according to the procedures of the Office of Buildings and Grounds will result in a delay of payment until such items are received. Completed documents submitted late, after the 5<sup>th</sup> of the month, will be processed for payment at the following scheduled Board of Education meeting.

**FAILURE BY THE CONTRACTOR TO HAVE AN APPROVED WORK ORDER BEFORE STARTING ANY WORK AND A SIGNED WORK ORDER UPON COMPLETION WILL RESULT IN THE REJECTION OF THE PAYMENT REQUEST.**

All work shall be guaranteed by the bidder for a minimum of 90 days. Related call-backs within 90 days **will not** be billed to the Board of Education but considered a “no charge”