PUBLIC WORKS
Bid Specifications
&
General Requirements
For

WATER-COOLED CHILLERS
MAINTENANCE SERVICES

BID NO: 16-21

Wednesday, June 2, 2021
Bid Opening Date

12:00 p.m.
Bid Opening Time

David Pawlowski
School Business Administrator/Board Secretary
SOUTH BRUNSWICK BOARD OF EDUCATION

TECHNICAL SPECIFICATIONS

David Pawlowski
School Business Administrator/Board Secretary
General Specifications

Heating, Ventilating Air Conditioning and Refrigeration (HVACR) Services

Water-Cooled Chillers

Intent
The intent of this bid is to establish a contract with a qualified contractor to provide heating, ventilating, and air conditioning and refrigeration (HVACR) services and repairs for Smardt Water-Cooled Chillers of the South Brunswick Board of Education (SBBOE).

Service Contracts
The board seeks competitive pricing for service maintenance contracts as coordinated and scheduled by the Director of Buildings and Ground for the district.

Time and Materials Work
The board also seeks competitive pricing for a time and materials (T&M) contract for work or service not covered under the service contracts.

Term of Contract
The term of contract shall be from July 1, 2021 through June 30, 2022. The board of education reserves the right to offer a two (2) year contract extension to the contractor if it so desires.

Contractor Qualifications
The contractor(s) shall be factory trained and certified for Smardt equipment. The contractor(s) must be able to be factory verified.

It is required that the contractor have a local office within a 50-mile radius of the job site, staffed with factory trained and certified technicians fully capable of providing instructions, routine maintenance and 24-hour, 7 day emergency maintenance service on all Smardt Chillers.

Due to the complexity of this district, the Contractor shall have a ten (10) year local experience record in the service and installation of water-cooled chiller systems. Evidence of this history is to accompany this bid to be accepted. Contractors that do not provide this experience information will be rejected and shall disqualify the contractor. The contractor must provide a minimum of 5 sites where they hold a maintenance agreement for Smardt Water Cooled Chiller Systems.
Upon the award of the contract the contractor must provide Smardt factor trained
certifications for all employees within 5 business days of the award.

Bidder must possess (and provide copies of with their bid submission) the following State of NJ
DPMC Classifications: C032 – HVACR

Service Contract—Scope of Work—Smaradt Water-Cooled Chillers

Winter Season Contract Maintenance Service Visit
The contractor shall service each Smardt Water-Cooled Chiller, at each school location, as noted
in the bid specifications. The services will be provided during the Fall-Winter season as per the
schedule developed of the Director of Buildings and Grounds.

The Winter services will be as provided:
• Inspect unit condition and operation;
• Inspect compressor operation and components (via service monitoring tool);
• Inspect safeties, electrical connections and components (Remove compressor cover and
tighten as necessary);
• Remove condenser heads and brush clean tubes;
• Replace condenser head gaskets with OEM factory gaskets;
• Inspect and verify pressures and temperature sensor connections;
• Retrieve and analyze data from compressor and chiller fault logs;
• Inspect flow, temperatures, pressures and log (as required);
• Provide electronic service report with status, findings and recommendations; and
• Other service that may needed at the time.
• Clean Cooling Towers
• Clean condenser strainers on chiller(s)
• Clean condenser pump strainers on chiller(s) and replace gasket(s) and O-ring(s) with
factory gasket(s) and O-ring(s).
• Check and clean all Cooling Tower nozzles

Spring Season Contract Maintenance Service Visit
The contractor shall service each Smardt Water-Cooled Chiller, at each school location, as noted
in the bid specifications. The services will be provided during the spring season as per the
schedule developed of the Director of Buildings and Grounds.

Spring services will be as provided:
• Inspect unit condition and operation;
• Startup chiller for cooling season;
• Inspect and verify pressures and temperature sensor connections;
• Inspect flow, temperatures, pressures and log (as required);
• Provide electronic service report with status, findings and recommendations; and
• Other service that may needed at the time
Summer Season Contract Maintenance Service Visit
The contractor shall service each Smardt Water-Cooled Chiller, at each school location, as noted in the bid specifications. The services will be provided during the summer season as per the schedule developed by the Director of Buildings and Grounds.

Summer services will be as provided:
- Inspect unit condition and operation;
- Inspect compressor operation and components (via service monitoring tool);
- Inspect and log flow, operating temperatures and pressures; and
- Other service that may needed at the time.

Location of Smardt Water-Cooled Chillers—South Brunswick Board of Education

A. Location #1  Brooks Crossing Elementary School
   50 Deans Rhode Hall
   Monmouth Junction, NJ 08852

   One (1) Smardt Water-Cooled Chiller
   Model: WB044.2BG.02.F2HBFA.F2AGFA.TN0 Serial: N/A

B. Location #2  Indian Fields Elementary School
   359 Ridge Rd
   Dayton, NJ 08810

   One (1) Smardt Water-Cooled Chiller
   Model: WB044.2BG.02.F2HBFA.F2AGFA.TN0 Serial: N/A

C. Location #3  South Brunswick High School
   750 Ridge Road
   Monmouth Junction, NJ 08852

   One (1) Smardt Water-Cooled Chiller
   Model: WB0130.2KG14.F2HHKA.F2AVKA.TN0 Serial: N/A

   One (1) Smardt Water-Cooled Chiller
   Model: WB0130.2KG14.F2HHKA.F2AVKA.TN0 Serial: N/A
EQUIPMENT SUMMARY AND LOCATIONS:

Brooks Crossing Elementary – 50 Deans Rhode Hall, Monmouth Junction, NJ 08852

(1) Smardt Water-Cooled Chiller  
    Model: WB044.2BG.02.F2HBFA.F2AGFA.TN0 Serial: N/A  
(1) Cooling Tower  
    Model: Delta DT-175i Serial: n/a  
(2) Condenser Pumps

Indian Fields Elementary – 359 Ridge Rd, Dayton, NJ 08810

(1) Smardt Water-Cooled Chiller  
    Model: WB044.2BG.02.F2HBFA.F2AGFA.TN0 Serial: N/A  
(1) Cooling Tower  
    Model: DT-175i, Serial: n/a  
(2) Condenser Pumps

South Brunswick High School – 750 Ridge Road, Monmouth Junction, NJ 08852

(1) Smardt Water-Cooled Chiller  
    Model: WB0130.2KG14.F2HHKA.F2AVKA.TN0 Serial: N/A  
(1) Smardt Water-Cooled Chiller  
    Model: WB0130.2KG14.F2HHKA.F2AVKA.TN0 Serial: N/A  
(1) Delta Cooling Tower  
    Model: TM115412, Serial: 68552-1  
(1) Delta Cooling Tower  
    Model: TM115412, Serial: 68552  
(2) Condenser Pumps

SCOPE OF WORK SUMMARY:

One (1) Scheduled Winter visit to include the following: Smardt Water-Cooled Chillers

1. Inspect unit condition and operation  
2. Inspect compressor operation and components (via service monitoring tool)  
3. Inspect safety, electrical connections and components (Remove compressor cover and tighten as necessary)  
4. Remove condenser heads and brush clean tubes  
5. Replace condenser door gaskets with Smardt OEM gaskets  
6. Inspect and verify pressures and temperature sensor connections  
7. Retrieve and analyze data from compressor and chiller fault logs  
8. Inspect flow, temperatures, pressures and log (as required)  
9. Provide electronic service report with status, findings and recommendations
One Scheduled Spring visit to include the following:

Smartrt Water-Cooled Chillers
1. Inspect unit condition and operation
2. Start-up for cooling season
3. Inspect unit components, condition and operation
4. Inspect safety, electrical connections and components
5. Inspect and verify operating pressures and temperature sensor connections.
6. Inspect and log oil levels, flow, operating temperatures, pressures, and log.
7. Provide electronic service report with status, findings, and recommendations.

Cooling Towers
1. Inspect tower condition and operation
2. Inspect tower components, condition, and operation (motors, fans, sumps, nozzles, etc.)
3. Inspect and tighten electrical connections and components.
4. Inspect safety controls and operation
5. Inspect and clean tower sump, fill, and components.
6. Lubricate motor bearings/fitting as required
7. Inspect gearbox and replace gearbox oil (on applicable towers)
8. Inspect and replace motor drive belts (on applicable towers)
9. Lubricate motor bearings/fitting as required
10. Provide electronic service report

Condenser Pumps
1. Inspect pump components, condition, and operation (motors, seals, strainers, bearings etc.)
2. Clean strainers as necessary
3. Provide electronic service report

One Scheduled Summer visit to include the following:

Smartrt Water-Cooled Chillers
1. Inspect unit condition and operation
2. Inspect compressor operation and components (via service monitoring tool)
3. Inspect and log flow, operating temperatures and pressures

Award of Contract—Lowest Responsible Bidder—All Service Agreements
It is the intention of the board of education to award the contract to the lowest responsible bidder based upon the lowest total bid price for all maintenance service agreements as noted in the bid specifications.

Time and Materials Work
The board also seeks competitive pricing for a time and materials (T&M) contract for work or service not covered under the maintenance service contracts.

Scope of Service
The contractor shall provide all labor, tools, materials, equipment, material handling equipment and all incidentals required for and/or implied for the complete and satisfactory replacement installation and/or repair, maintenance of the district’s heating, ventilating, air conditioning systems and refrigeration units and areas related to efficient and economical operation of the units.

This work shall include, but not be limited to, new installations or replacements for existing or for new future areas not currently addressed, maintenance, servicing, repairs, modifications, upgrades and newly added facilities as required, temporary installations and rentals, and ancillary equipment related to heating,
ventilating, and air conditioning operation, to place the equipment in first class operating condition. Special handling equipment, rental equipment, cranes, electrical generators are part of this scope.

**Labor Hourly Rate**
The contractor will be paid a fixed rate based on the hourly rate on the bid form for all labor expended on this contract this includes all shifts, weekends and holidays. Allowed labor hours billed will be based on the actual time spent at the job site, or from the time reporting to any district facility located in the school district.

The total labor hour bid price shall be fully loaded and all-inclusive and include travel time, lunch periods, and time spent obtaining equipment, supplies and repair parts off the work site. The **district will not pay for travel time**, supply house time, fuel surcharges as an extra cost. All deliveries shall be the responsibility of the vendor and coordinated through the Office of Buildings and Grounds as to not disturb the educational process. The board calendar, School closings and partial days are part of this bid package as is the summer schedule. No work will be allowed during testing unless previously approved.

**Overtime**: All hours in excess of eight (8) per day, or before or after the Regular Workday that are not shift work, Monday through Friday, and all Saturday hours, shall be paid at time and one-half the regular rate, inclusive of benefits.

All hours on **Sunday and holidays** shall be paid double the hourly rate, inclusive of benefits.

*New Jersey Department of Labor and Workforce Development.*

**Award of Contract—Hourly Labor Rate—Journeyman Mechanic**
The South Brunswick Board of Education intends to award the contract to the lowest responsible bidder based upon the bid hourly labor charge for Journeymen Mechanic. Please be advised to submit a bid in full compliance with NJ Department of Labor and Workforce Development regulations including Prevailing Wage requirements. **The South Brunswick Board of Education will not consider any bid price lower than the current New Jersey Prevailing Wages Journeyman Mechanic hourly rate for Middlesex County.**

**Apprentice Rate—Hourly Labor Rate**
All bidders will be asked to provide an apprentice labor hourly rate on the bid proposal form.

**Materials and Parts: Invoice Price Plus Ten (10%) Per Cent**
All materials and parts shall be as specified, and shall be new, top quality, and made by or approved by the manufacturer of the replaced part or material. All Non OEM parts shall be approved by the Office of Buildings and Grounds before installation. Old replaced parts shall be given to the head custodian when requested. Replacement materials and parts shall be billed at the invoice rate the contractor paid (including all discounts and rebates) plus a ten (10%) percent markup over invoice.

Supplier invoices for all parts and equipment shall accompany all billings for this bid. Failure to provide required parts invoices shall result in payment delays until submitted. The District reserves the right to provide the contractor with parts and supplies and be charged only for labor. The District also reserves the right to purchase from the contractor all items to be invoiced at the contractor's price plus the bid price allowance for materials. At all times District standards shall be used for materials.
**Trade Classification**
For the purpose of this Public Works bid, each bidder shall be classified by the State of New Jersey Division of Property Management and Construction in the following trade(s):

<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Classification Trade Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>C032</td>
<td>HVACR</td>
</tr>
</tbody>
</table>

Proof of classification shall be submitted with the bid package in the form of a current Notice of Classification as issued by the New Jersey Division of Property Management and Construction.

**CRANE RENTAL—Ten (10%) Rental Markup**
There may be times the contractor needs to rent a crane to complete the job. The contractor shall be reimbursed for the cost of the approved crane rental fees, if such equipment is required. Contractors shall be entitled to charge ten (10%) percent of the total cost for all crane rental fees for a specific project.

Any contractors bringing cranes brought on board property must secure prior written permission from the Director of Building Services. The district may have to coordinate the transportation of the crane with local traffic officials.

**Scheduling Of Work:**  Basic
A progress schedule shall be submitted to the Director of Buildings and Grounds prior to initiation of work and shall be adhered to at all times. The Director must first agree to this schedule. Any deviation from the schedule shall be brought to the immediate attention of the Director.

Work can only take place when the respective buildings/facilities are opened or when otherwise specified. Overtime arrangements shall be made with the contractor at the contractor’s expense time and custodial payment.

**Call and Lead Time—Emergent Needs—Two (2) Hours or Less**
Repair work shall be performed on an “as needed” basis, where the contractor shall physically respond ready to work to an emergency call within two (2) school hours when contacted, and a non-emergency call within four (4) school hours. Emergency status will be determined by the Facilities Director or the appointed agent, at the time the problem occurs, and will normally be based on the nature of the problem, the time, building occupancy, weather, and other factors. The contractor shall be prepared to provide up to three two-man crews for any emergency until the condition is corrected. When work will interfere with the school academic teaching schedule or testing; after school work shall occur at the labor price on the bid form for no additional charge to the district. This includes nights, weekends and all holidays. The intent is to keep the schools open every day without disturbances.

Please do not submit a bid if your company cannot meet the Call and Lead Time Requirements.

**REMINDERS TO ALL CONTRACTORS**

**Reports:**
All Service Tickets (accompanying Certified Payrolls) and Invoices shall be submitted to South Brunswick Public Schools (SBBOE) on a monthly basis.
All reports identified in this Bid Specification shall be submitted to SBBOE two (2) times per year at times identified by SBBOE. All reports shall be submitted whether or not any issues have been identified. The district has the option to receive these reports in electronic format or hard copy format.

A Point-to-Point report shall be generated for each school identified in this Bid Specification and submitted to SBBOE two (2) times per year at times identified by SBBOE. The district has the option to receive these reports in electronic format or hard copy format.

**Security Check-In Procedure:**
All personnel from the successful bidder shall check-in and out as per the formal visitor policy. This Security Check-In Policy shall include but not be limited to:

- Signing in at the Main Office with a photo ID through the Raptor Visitor Management Software upon arrival
- Checking in with the Head Custodian for the school where work is being performed.
- If work is being done in the boiler room Sign in the boiler Logbook located in each school’s Boiler Room and then sign out when the work is completed.
- All contractors shall sign out through the Raptor Visitor Management Software once work is completed for the day.

**Compliance with All Laws:**
Special attention is called to requirements for: Public Liability and Property Damage Insurance, Workmen’s Compensation Insurance, Social Security Act, Labor, Employment, Unemployment, Wages, Hours, Discrimination in Employment, Air Quality and Assignment of Contract.

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

Any labor, material, or equipment which is necessary to comply with code requirements, the Contractor shall include as part of their price and provide with no contract change.

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

The Contractor is to comply with the New Jersey State Uniform Construction Code and the municipal Construction Code. Contractor is to obtain local municipal building permit and pay for it. Contractor is to abide by local inspection requirements. All work performed shall be in accordance with applicable Federal, State and local Codes and the latest edition of the following reference codes and standards, whichever is more stringent:

- International Building Code (IBC)
- American national Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- National Electric Code (NEC)
• National Fire Protection Association (NFPA)
• All NJ and International Codes applicable
SOUTH BRUNSWICK BOARD OF EDUCATION  
MONMOUTH JUNCTION, NEW JERSEY 08852 

Bid Proposal Form 

Heating, Ventilation, Air Conditioning and Refrigeration Services

**Water—Cooled Chillers Maintenance Services**

Bid No. 16-21  
Bid Date: Wednesday, June 2, 2021

I/we of ________________________________ submit the following bid for the  
Maintenance Service Contract Agreements as herewith specified:

<table>
<thead>
<tr>
<th>Location</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location #1  Brooks Crossing Elementary</td>
<td>$__________</td>
</tr>
<tr>
<td>One (1) Smardt Water-Cooled Chiller</td>
<td></td>
</tr>
<tr>
<td>Location #2  Indian Fields Elementary School</td>
<td>$__________</td>
</tr>
<tr>
<td>One (1) Smardt Water-Cooled Chiller</td>
<td></td>
</tr>
<tr>
<td>Location #3  South Brunswick High School</td>
<td>*$__________</td>
</tr>
<tr>
<td>Two (2) Smardt Water-Cooled Chiller Units</td>
<td></td>
</tr>
<tr>
<td><strong>Total Bid Price—All Units</strong></td>
<td>$__________</td>
</tr>
</tbody>
</table>

It is the intention of the board of education to award the contract to the lowest responsible bidder based upon the lowest total bid price for all maintenance service contracts and the lowest responsible bid received for fixed hourly labor charge for the journeyman mechanic.
Bid Proposal Form

I/we submit the following bid for HVACR SERVICES on a Time and Materials basis, as herewith specified:

**Journeyman Mechanic** $_____________ hourly labor charge*

**Fixed Labor Hourly Rate** will include all costs billable under this contract. The district will not pay for travel time, meal time or time spent obtaining equipment.

* The Board of Education intends to award the contract based upon the lowest responsible bid received for the fixed hourly labor charge for the Journeyman Mechanic. The South Brunswick Board of Education will not consider any bid price lower than the current New Jersey Prevailing Wages Journeyman Mechanic hourly rate for Middlesex County.

**Apprentice Rate**—all bidders are asked to include on this bid proposal form, the Apprentice Labor hourly rate $_____________ hourly labor charge

Please note the following in regard to Materials/Parts/Equipment-- Invoice Rate plus 10 % (Ten Percent)

I/we fully understand that all parts and materials shall be billed at the invoice rate the contractor paid (including all discounts and rebates) plus a percentage of 10 %. (Percent rate shall include all shipping, overhead and profit).

Name of Company __________________________________________________________

Address _________________________________________________________________ P.O. Box ______________________

City, State, Zip __________________________________________________________

Telephone No. ____________________________ Fax No. __________________________

Tax ID No. ______________________________ E-Mail: __________________________

Authorized Agent ____________________________________ Title ______________________

Authorized Signature ____________________________ Date ________________________
SOUTH BRUNSWICK BOARD OF EDUCATION

General Conditions; Requirements and Terms

The South Brunswick Board of Education, 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.

Workers and COVID-19
All trades people and workers shall follow recommended precautions to protect themselves, other workers, students and staff of the school district.

➢ Social distancing
Workers are to limit close contact with others by maintaining a distance of at least six (6) feet, whenever possible. When weather allows, windows should be opened to allow for greater air circulation.

➢ Face coverings
Workers must wear cloth face coverings while in the school building, regardless of social distancing.

➢ Cleaning/disinfecting
Workers must clean and disinfect frequently touched surfaces such as shared tools, machines, vehicles and other equipment, handrails, ladders, doorknobs, and portable toilets. This includes increased hand washing measures.

Contractors are to review all current COVID guidance that may be found on the New Jersey Department of Education dedicated website

https://covid19.nj.gov/

Contractors shall also comply with the local school district policy pertaining to COVID-19

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 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.

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 Director of Buildings and Grounds 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 Buildings 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. The contractor, when applicable, shall provide and pay for suitable temporary toilets in an approved location on the site. The toilet facilities shall be maintained in a neat and clean condition and serviced at least twice a week,

- **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/District Security System**
  The contractor and all subcontractors for the project shall provide to the school district (Director of Buildings and Grounds or School Business Administrator/Board Secretary) a list of each worker assigned to the project. Workers on the project must submit to a criminal history background check. The district will review the list to determine whether there is exists a criminal history record information on file for any worker, making that worker ineligible for working on the project. 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. The list of workers must be provided within five (5) days of the receipt of the Notice to Proceed.
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. All contracted service providers shall comply with N.J.S.A. 18A:6-7.6 et seq., and NJDOE Broadcast September 9, 2019, as it pertains to disclosure of information from previous employers, when applicable.

For information or clarification on the requirements for criminal history record checks, contact the NJDOE’s Office of Student Protection at (609) 376-3999. Access to the OSP web address is available at: https://www.nj.gov/education/crimhist.

- **Security Check-In Procedure:**
  All personnel from the successful bidder shall check-in and out as per the formal visitor policy. This Security Check-In Policy shall include but not be limited to:
  - Signing in at the Main Office with a photo ID through the Raptor Visitor Management Software upon arrival.
  - Checking in with the Head Custodian for the school where work is being performed.
  - If work is being done in the boiler room Sign in the boiler Logbook located in each school’s Boiler Room and then sign out when the work is completed.
  - All contractors shall sign out through the Raptor Visitor Management Software once work is completed for the day.

- **Equipment and Tool Use**
  Contractor personnel are to use all equipment and tools in a safe manner.

- **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, industry standards and as required by the Occupational Safety and Health Administration (OSHA).

- **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.

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

- **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 computers and computer equipment; school telephones, school AV equipment, district vehicles, equipment, tools, etc.

- **Work Clothes; Shoes—Appropriate for Work**
  The contractor must ensure that all personnel are wearing work clothing and company identification. The work clothing 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 the 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

**Todd Amiet, CEFM**
Director of Buildings and Grounds
South Brunswick 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 work days 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 schedule for later installation.

**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, or 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.

**Prevailing Wages**
Contractors are reminded to 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 the 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.

**Subcontracting and Subcontractors**
Prime contractors, with whom the Board of Education have an executed contract, may not subcontract any part of any work done for the Board without first receiving written approval from the Board. Contractors seeking to use subcontractors must first complete the Request to Subcontract Form as provided by the Director of Buildings and Grounds.

   **Subcontractors Prohibited to Sub Contract**

It is the responsibility of the prime contractor to ensure that no subcontractor who has received written permission to do work for the Board, subcontracts any of its/their work without first receiving written approval from the prime contractor and the Director of Buildings and Grounds or his designee.

The prime contractor assumes all responsibility for work performed by subcontractors.

   **Penalties – Unauthorized Subcontractors**
The Board of Education shall deduct the amount of $1,000.00 (one thousand dollars) per day as a penalty, for each day a prime contractor uses a subcontractor without first receiving written permission from 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 the 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 al 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 district officials and authorities having jurisdiction. Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to the board 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.