

## RESOLUTION

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

Approved as to Form and Legality

Date of Adoption October 7, 2021

Factual content certified by

WESLEY BRIDGES, ESQ., DIRECTOR OF LAW

DIRECTOR OF HOUSING AND ECONOMIC DEVELOPMENT

Councilman / woman

CALDWELL - WILSON

presents the following Resolution:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO  
IBN CONSTRUCTION CORP., FOR CONSTRUCTION SERVICES FOR THE  
NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT  
PROGRAM FOR DEMOLITION AND/OR STABILIZATION OF VACANT,  
ABANDONED STRUCTURES (HMFA DEMO FUNDED) FOR A PERIOD OF  
ONE (1) YEAR FROM AUGUST 6, 2021 TO AUGUST 5, 2022 IN AN AMOUNT  
NOT TO EXCEED \$170,499.60 PER BID 2021-50**

**WHEREAS**, five (5) sealed bids were received on July 20, 2021, for construction services for the neighborhood redevelopment and revitalization pilot program for demolition and/or stabilization of vacant abandoned structures for the following eight (8) city-owned, vacant and dilapidated residential structures located at the following addresses: 658 Martin Luther King Jr., Blvd., 1248 Martin Luther King Jr., Blvd., 1250 Martin Luther King Jr., Blvd., 1252 Martin Luther King Jr., Blvd., 1254 Martin Luther King Jr., Blvd., 1256 Martin Luther King Jr., Blvd., 1258 Martin Luther King Jr., Blvd., and 1260 Martin Luther King Jr., Blvd for a period of one (1) year for the City of Trenton, by and through the Department of Housing and Economic Development; and

**WHEREAS**, IBN Construction Corp., 49 Hermon Street, Newark, New Jersey 07105, the low bidder made pursuant to advertisement, is now hereby accepted legally as the lowest responsible bidder complying with the terms and specifications of BID2021-50 on file in the Division of Purchasing; and

**WHEREAS**, funds in an amount not to exceed \$170,499.60 have been certified to be available in the following grant account number: TY'2022, G-SS-20-60-011B-290; and

**WHEREAS**, the City of Trenton shall award this contract for a period of one (1) year from August 6, 2021 to August 5, 2022.

# RESOLUTION

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Trenton as follows:

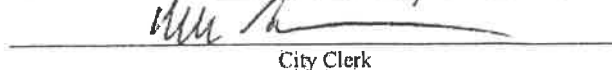
1. The above recitals are incorporated by reference as if set forth at length herein.
2. The Mayor and City Clerk are hereby authorized to execute a contract with IBN Construction Corp., 49 Hermon Street, Newark, New Jersey 07105 in an amount not to exceed \$170,499.60 in accordance with state requirements for construction services for the neighborhood redevelopment and revitalization pilot program for demolition and/or stabilization of vacant abandoned structures for the following eight (8) city-owned, vacant and dilapidated residential structures located at the following addresses: 658 Martin Luther King Jr., Blvd., 1248 Martin Luther King Jr., Blvd., 1250 Martin Luther King Jr., Blvd., 1252 Martin Luther King Jr., Blvd., 1254 Martin Luther King Jr., Blvd., 1256 Martin Luther King Jr., Blvd., 1256 Martin Luther King Jr., Blvd., 1258 Martin Luther King Jr., Blvd., and 1260 Martin Luther King Jr., Blvd for the City of Trenton, by and through the Department of Housing and Economic Development for the said purposes and in the manner prescribed by law for a period of one (1) year.
3. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-4.5.
4. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk's Office.

	Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent		Aye	Nay	Abstain	Absent
BLAKELEY	✓				MUSCHAL	✓				MCBRIDE		✓		
CALDWELL	✓				RODRIGUEZ	✓								
WILSON	✓													
HARRISON	✓				VAUGHN		✓							

This Resolution was adopted at a Meeting of the City Council of the City of Trenton on

October 7, 2021

  
President of Council

  
City Clerk

**AGREEMENT  
CITY OF TRENTON, NEW JERSEY**

**BID2021-50  
RES. NO. 21-407**

**CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REVELOPMENT AND REVITALIZATION  
PILOT PROGRAM FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED  
STRUCTURES (HMFA DEMO FUNDED)  
AWARDED TO IBN CONSTRUCTION CORP.**

**PREVAILING WAGE STATEMENT APPLIES**

This Agreement, entered into this 7<sup>TH</sup> Day of OCTOBER 2021 between the City of Trenton, a municipal corporation of the State of New Jersey, ("CITY") **319 EAST STATE STREET, TRENTON, NEW JERSEY 08608** and **IBN CONSTRUCTION CORP., 49 HERMON STREET, NEWARK, NEW JERSEY 07105** (Contractor"), witnesseth that:

**WHEREAS**, Contractor has bid, proposed or offered to furnish and deliver to the City the materials, supplies and/or goods to perform the services **IN AN AMOUNT NOT TO EXCEED \$170,499.60 FOR A PERIOD OF ONE (1) YEAR FROM AUGUST 6, 2021 TO AUGUST 5, 2022.**

**FIRST**, A. Contractor, under the penalty expressed in the bond hereinafter mentioned, will furnish, supply and deliver to the City of Trenton the following materials, supplies or services as authorized by:

**RESOLUTION ACCEPTING A BID AND AWARDING A CONTRACT TO IBN CONSTRUCTION CORP.,  
49 HERMON STREET, NEWARK, NEW JERSEY 07105 FOR CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD  
REVELOPMENT AND REVITALIZATION PILOT PROGRAM FOR DEMOLITION AND/OR STABILIZATION OF VACANT,  
ABANDONED STRUCTURES (HMFA DEMO FUNDED) FOR THE FOLLOWING EIGHT (8) CITY-OWNED VACANT AND  
DILAPIDATED RESIDENTIAL STRUCTURES LOCATED AT THE FOLLOWING ADDRESS: 658 MARTIN LUTHER KING JR.  
BLVD, 1248 MARTIN LUTHER KING JR., BLVD., 1250 MARTIN LUTHER KING JR., BLVD, 1252 MARTIN LUTHER KING  
JR., BLVD., 1254 MARTIN LUTHER KING JR., BLVD., 1256 MARTIN LUTHER KING JR., BLVD, 1258 MARTIN LUTHER  
KING JR., BLVD, AND 1260 MARTIN LUTHER KING JR., BLVD FOR THE CITY OF TRENTON, DEPARTMENT OF  
HOUSING AND ECONOMIC DEVELOPMENT**

B. The contract shall submit with contracts with the following:

**UPDATED CERTIFICATE OF INSURANCE WITH SIGNED CONTRACTS  
PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND REQUIRED  
WITH SIGNED CONTRACTS  
SUB-CONTRACTORS: ALL PRO MANAGEMENT LCC (ASBESTOS)**

Such performance by Contractor will be in strict accordance with the terms and conditions of the bid specifications, the bid response and the authorizing resolution, which are included above and is incorporated by reference,. Additionally, Contractor will furnish good and ample security in a sum equal to the said contract price for the said articles and services.

**SECOND.** The City of Trenton will pay Contractor the total sum mentioned herein when the appropriate Department Director has executed a certification that the said articles or services have been furnished, delivered and accepted in full conformity to the aforementioned specifications and offer or proposal.

**THIRD.** The City of Trenton reserves the right to order a greater or lesser quantity, not to exceed twenty-five percent, of any or all of the articles named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of Contractor shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the City of Trenton to order such greater or lesser quantity.

**FOURTH.** In the event of the failure of Contractor to deliver to the City of Trenton, such articles or perform such work or labor as described in such quantities as ordered at the time stated for such delivery by the City of Trenton, or in the event that such articles as are delivered or work and labor performed do not meet the specifications or standards, as established by the City of Trenton for such articles or acceptance of such work and labor, then such delivery shall be rejected by telephone or written notice to the Agent or address indicated by the Contractor and by simultaneous and like notice to his surety. Additionally, if Contractor or his surety does not cure the default within the time set by the said Agent on behalf of the City of Trenton, then the said Agent on behalf of the City, shall have the right to procure such services or purchase such articles in their place and stead in the open market as are needed for replacement, and from the best source available in the judgment of the said Agent and to charge the expense of such articles or work performed to Contractor and to deduct the amount thereof from any moneys due or to become due to Contractor by virtue of this agreement. Provided, however, that the surety on the bond of Contractor for the faithful performance of

Governing Body shall be required), and any breach of this covenant shall authorize the City of Trenton, by its said Agent, to declare this contract null and void and to refuse to make any further payments thereunder to Contractor.

SIXTH. In case of any conflict between the provisions of this agreement and of any of the provisions of the specifications, the latter shall govern and control.

Applicable for Public Construction Contracts Only: "Dispute Resolution Procedures (NJSA 40A:11-50). Disputes arising under this contract shall be subject to mediation or non-binding arbitration at the sole discretion of the City of Trenton, before a construction industry mediator or arbitrator or panels thereof. The City of Trenton shall have the right to select a third party to mediate any disputes arising under this agreement and the mediation shall be conducted informally in a manner decided upon by the mediator".

SEVENTH. Contractor hereby agrees to pay all workmen as a minimum the prevailing wages rate in accordance with Chapter 150 of the New Jersey Laws of 1963, Prevailing Wages on Public Contracts and U.S. Department of Labor Wage Rates with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-1 et seq., prohibiting discrimination in employment on public contracts.

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

a. 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, or sex. CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. Such action 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

b. CONTRACTOR or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability, nationality or sex. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

c. CONTRACTOR or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (N.J.S.A. 10:5-33; N.J.A.C. 17:27-3.4)

d. CONTRACTOR or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. (N.J.A.C. 17:27-3.4)

Note: A public works contract for a subcontractor with a total work force of four or fewer employees or for a contractor or subcontractor performing under an existing Federally approved or sanctioned affirmative action program shall contain as mandatory language only paragraphs a, b, and c above, and the contract shall not contain any other mandatory language prescribed by N.J.A.C. 17:27. (N.J.A.C. 17:27-3.4) (c)

e. All bidders and all contractors who are negotiating for a procurement or service contract with the public agency which is not subject to a federally approved or sanctioned affirmative action program are required to submit to the public agency, prior to or at the time the contract is submitted for signing by the public agency (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or

2. A certificate of employee information report approval issued in accordance N.J.A.C. 17:27-4; or

3. An initial employee information report consisting of forms provided by the affirmative action office and completed by the contractor in accordance with N.J.A.C. 17:27-4. (N.J.A.C. 17:27-3.3) (a)

f. CONTRACTOR or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. (N.J.A.C. 17:27-5.3) (a) (1)

g. CONTRACTOR or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, gender identity or expression, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. (N.J.A.C. 17:27-5.3) (a) (2)

h. CONTRACTOR or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (3)

i. CONTRACTOR or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. (N.J.A.C. 17:27-5.3) (a) (4)

j. CONTRACTOR agrees that in the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity, or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates. (N.J.S.A. 10:2-1) (a)

k. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex. (N.J.S.A. 10:2-1) (b)

l. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract. (N.J.S.A. 10:2-1) (c)

m. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract. (N.J.S.A. 10:2-1) (d)

n. The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them. (N.J.A.C. 13:6-1.1)

o. Contractor and subcontractor agree and guarantee to afford equal opportunity in performance of the contract and, except with respect to affectional or sexual orientation, and gender identity or expression in accordance with an affirmative action program approved by the State Treasurer. (N.J.S.A. 10:5-32 and 10:5-35) (a)

p. The parties of this contract do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., which prohibits discrimination on the basis of

disability by public entities in all services programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. The contractor agrees to conduct all activities in compliance with the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and the U.S. Department of Labor's regulations at 29 CFR Parts 31, 32 and 34.

Contractor shall cooperate with any state or federal reviews aimed at determining compliance with nondiscrimination laws and regulations authorized by State Law and expressly specified herein.

IN WITNESS WHEREOF, the City of Trenton has caused this agreement to be signed by the Mayor of the City of Trenton and its corporate seal to be hereto affixed, attested by the City Clerk, and Contractor has likewise caused this agreement to be executed the day and year first above written.

**CITY OF TRENTON**

Attest: \_\_\_\_\_

Mathew H. Conlon, RMC  
Municipal Clerk

W. Reed Gusclora, Esq. Mayor

Date

1/10/22

Date

12.13.21

and

**IBN CONSTRUCTION CORP., 49 HERMON STREET, NEWARK, NEW JERSEY 07105**

Attest: \_\_\_\_\_

Secretary

John Epais  
President

Date

12-2-21

**LFN 2006-21**

**November 1, 2006**

# Local Finance Notice

**Jon S. Corzine**  
Governor

**Susan Bass Levin**  
Commissioner

**Susan Jacobucci**  
Director

## Contact Information

### Director's Office

V. 609.292.6613

F. 609.292.9073

### Local Government Research

V. 609.292.6110

F. 609.292.9073

### Financial Regulation and Assistance

V. 609.292.4806

F. 609.984.7388

### Local Finance Board

V. 609.292.0479

F. 609.633.6243

### Local Management Services

V. 609.292.7842

F. 609.633.6243

### Authority Regulation

V. 609.984.0132

F. 609.984.7388

### Mail and Delivery

101 South Broad St.

PO Box 803

Trenton, New Jersey

08625-0803

Web: [www.nj.gov/dca/lgs](http://www.nj.gov/dca/lgs)

E-mail: [digs@dca.state.nj.us](mailto:digs@dca.state.nj.us)

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## PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, c. 96

On September 1, 2006 Governor Corzine signed Senate Bill 1726 into law as P.L. 2006, c.96 of the Laws of 2006. Known as the "Prompt Payment" Law, Chapter 96 establishes timing standards for the payment of bills by both public and private sector organizations for a wide range of construction-related contractors. The "default" payment procedure in the law may conflict with existing procedures in some government agencies. The bill, however, provides alternate procedures for these local units (see Section III).

Codified as N.J.S.A. 2A:30A-1 et seq., the law took effect immediately upon signing. It affects construction-related contracts of all local units (municipalities, schools, counties, fire districts, local authorities, etc.) that took effect after September 1, 2006. Given that the law is currently in effect, immediate attention must be paid by all local units to ensure their interests are protected.

The law intends to ensure that contractors submitting bills for completed work are paid on a timely, established schedule, and that the full chain of subcontractors receive timely payment from their hiring contractor. When payments are not made pursuant to the schedule, the law allows contractors to receive interest on the outstanding balance and, under certain circumstances, to halt work without being subject to breach of contract clauses.

The law affects all contracts for "improvements" (defined below) regardless of dollar amount. This means it affects contracts for which public bidding is required as well as those contracts under the bid threshold that are traditionally authorized through solicitation of quotes.

This Local Finance Notice reviews the general provisions of the law. Section VI is a "to-do" list local units should consider in meeting the obligations of the law. Because local units have a wide range of policies regarding payment of bills, careful analysis and application of the law is warranted.

Local payment procedures should immediately be reviewed by the chief financial officer, purchasing agent, legal counsel, consulting engineers, and other staff as appropriate in order to develop local procedures to meet the requirements of the law.

## I. Definitions

The law affects contracts for above and below ground “improvements” to real property and structures. The law defines the term “structure” to mean any part of a building and other improvements to real property. The law defines the term “improve” to mean the following:

- ...to build, alter, repair or demolish any structure upon, connected with, on or beneath the surface of any real property;
- to excavate, clear, grade, fill or landscape any real property;
- to construct driveways and private roadways on real property;
- to furnish construction related materials, including trees and shrubbery, for any of the above purposes;
- ...or to perform any labor upon a structure, including any design, professional or skilled services furnished by an architect, engineer, land surveyor or landscape architect licensed or registered pursuant to the laws of this State.

This is an expansive definition and includes **all** improvements to real property. Real property is defined as “real estate” – which includes publicly owned property – including traditional infrastructure: roads, bridges, underground utilities, rights-of-way, and easements.

**In other words, the law affects contracts for improvements to any land (regardless of ownership or use) and its appurtenances.**

With respect to local units, the law covers contracts with general or “prime contractors.” While this term may have specific meaning for certain kinds of construction contracts under the Local Public and Public School Contracts Laws, for Prompt Payment purposes, it means any contractor that has contracted directly with a local unit for construction of improvements. It permits separate identification of “prime” contractors from any subcontractors working for the prime contractor – subs have their own rights to timely payment under the law. This Notice uses “prime contractor” and “contractor” interchangeably.

## II. Billing Dates and Payment Cycles

While the law does not define the term “bill,” local units should interpret the term as being the same as an invoice, voucher, warrant, or whatever term the local unit uses to describe the documents a vendor submits to request payment.

The law uses the phrase “periodic payment, final payment and retainage monies” as the types of bills that are submitted on a “billing date.” In the case of a periodic billing, the law defines the “billing date” as the “date specified in the contract.” This requirement implies that local units should establish a periodic billing date in contracts whenever a contract will have more than one payment.

The law does not define billing dates for final payments and payments of retainage. To avoid confusion, **local unit bid specifications and contracts should define billing date for final and retainage payments as “the date the bill is received by the local unit.”** The Division’s position is that a fixed billing date can not be set for final or retainage payments – bills must be processed as they are received.



Local units subject to the Local Public Contracts Law should also include payments required by N.J.S.A. 40A:11-16.2, in its periodic billing schedule. This section requires a monthly payment for construction projects in excess of \$100,000. This provision does not apply to the Public School Contracts Law.

N.J.S.A. 40A:5-17 establishes procedures local units (except schools) must follow for payment of bills. The law requires governing bodies to approve all bills, unless the local unit adopts other procedures that permit payments without governing body approval. Many local units have used this authority to permit the chief financial officer to pay bills in between governing body meetings, and submit a list of bills paid at the following meeting for inclusion in the official minutes. Similarly, N.J.S.A. 18A:19-1 et seq. and associated rules at N.J.A.C. 6A:23-2.11(a)<sup>1</sup> set forth procedures to be used by public schools.

Finally, the law uses the phrase "payment cycle" to describe when actual payment is made after the governing body has approved payment. While not directly required by the law, it is concluded that the law intends that contractors have some certainty of when they will receive payment. To meet this expectation, local units should formally adopt a payment cycle and provide the information to contractors so they know when payments will be made.

### III. Required Procedures and Processes

N.J.S.A. 2A:30A-2a sets out two procedures: a **default**, covering any public or private entity that enters into a contract for described services; and an "alternate," specifically created for public entities where the governing body must vote to authorize the payment of bills.

The **default procedure** applies to local units that **do not require governing body approval** to authorize the payment of bills. It imposes the following payment process:

- If the contractor has performed in accordance with the contract; and
- The work has been approved and certified by the owner or the owner's "authorized approving agent,"
- The owner shall pay the bill not more than 30 calendar days after the billing date;
- Provided that the billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the owner provides, **before the end** of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

The **alternate procedure** for local units applies when local policies **require governing body approval** authorizing the payment of bills. In addition to ensuring the contractor has performed in accordance with the contract and that the work has been approved and certified by the owner or the owner's "authorized approving agent," the following provisions apply:

- The 20th calendar day deadline of the default procedure to approve and certify, or decide to withhold full or partial payment is **deferred until the public meeting following 20 calendar days of the billing date**, at which time the bill must be approved for payment or notice provided as to why the bill or any portion of it will not be approved.
- If the billing is approved, the 30-day payment requirement of the default is replaced by the requirement that the bill be paid in the payment cycle following the meeting.

- The law anticipates prompt and timely notice to the contractor of any denial of payment, its deficiency, and what is required to resolve it.
- The alternate procedure must be defined in bid specifications and contract documents to have effect.

Because the law allows the local unit to set the "billing date" by establishing a "periodic billing date" in the contract, the local unit can control when periodic bills are submitted, and to a degree the timing of the payment process. This date should be carefully coordinated with internal or external professionals with responsibility to review bills.

**It is important to note the law uses the term "public meeting" as the time when bills are approved. This includes any meeting of the governing body that is open to the public, in addition to the traditional meetings where formal action is taken. This includes "workshop," "agenda," 48-hour notice, or special meetings (but not closed or executive sessions or emergency meetings). It does not permit a local unit to designate that bills will only be approved at public meetings where "formal action" is routinely taken. Local units must arrange their meeting agendas and internal review procedures to accommodate bill payment to take place at any meeting following an established billing date.**

The payment cycle is independent of meetings – the law does not require that a meeting trigger its own payment cycle.

#### **IV. Setting Dispute Resolution Policies**

Subsection "f" of N.J.S.A. 2A:30A-2 provides that all contracts for improvements **shall** include a provision that disputes **may** be submitted to an alternative dispute resolution (ADR) procedure for bills (or portions) that are not approved. While not precisely drafted, it appears that the intent of the bill is to provide that either party may submit a claim to ADR.

This is consistent with N.J.S.A. 40A:11-50 that requires local units covered by the Local Public Contracts Law to include an ADR provision in all construction contracts (regardless of value), that covers the construction work, as well as related professional service (i.e., architect, engineer) contracts.

**Considering these two elements, the law requires that all local units provide for an ADR process in their bid specifications and contracts for improvements that can be used by either party.**

Local units can refer to Local Finance Notice AU-98-4 for details of N.J.S.A. 40A:11-50, a general explanation of the ADR process, and suggested ADR procedures. While that law does not pertain to them, local units that fall under the Public School Contracts Law or the County College Contracts Law may find the Notice instructive.

As a general approach to ADR, the Division recommends immediate communication between the parties as a first step, with discussions at successively higher levels in the organization, then the use of an outside mediator or arbitrator as attempts to resolve the matter before court action is taken. The specific steps and procedures are the local unit's decision and should be reflected in bid specifications and contracts.

The law specifically states that ADR provisions **do not** apply to disputes concerning the bid solicitation or award process or formation of contracts.

Local units that awarded contracts after September 1, 2006 that did not include Prompt Payment provisions in their contracts should work with their contractors to develop reasonable procedures or contract amendments that do not conflict with either the Prompt Payment Law or N.J.S.A. 40A:5-17.

If an amount is withheld, the local unit is obligated to take good faith action to resolve the matter. Failure to make a timely payment permits a contractor to add interest to unpaid amounts and can, barring a good faith effort to resolve the matter, result in a work stoppage.

If the local unit challenges the billing, it should reach a clear determination of what is not satisfactory, and act accordingly to accept or reject portions of the bill. The local unit must then provide prompt and timely notice to the contractor as to why the bill was rejected and what is necessary to cure the defect. Finally, the local unit must pay the undisputed portion of the bill. Denial of payment to an entire bill should occur when the circumstances warrant it.

Combining an ADR process with other policies, including documentation to address billing disputes, can lead to what the Prompt Payment law refers to as a "good faith effort to resolve the reason for the withholding." [N.J.S.A. 2A:30A-2(d)] Engaging in a good faith effort will reduce the possibility of a contractor stopping work due to the local unit's failure to make payment.

Without a good faith effort on the part of the local unit, a contractor can stop work and not be held liable for a breach of contract (See Section V). The local unit should include in its bid specifications, contracts, and if appropriate, purchase orders covered by Prompt Payment an explanation of its ADR policies.

## V. Enforcement and Exceptions

The law has enforcement provisions a contractor can use when the contractor is not paid in full as required; either by 30 calendar days after submitting the bill or, in the alternate, after the payment date of the payment cycle following the meeting where the bill was to have been approved.

There are two enforcement provisions:

1. N.J.S.A. 2A:30A-2(c) permits contractors to charge interest when a bill is not paid in accordance with the schedule and notice has not been provided as to why a bill or portion of it was not paid.

In this case, a contractor can charge interest at the prime rate<sup>1</sup> plus one percent from the day after the required payment date and ending on the day the check for payment is drawn. Thus, it is exceptionally important that if a bill is not fully paid in accordance with the local unit's established schedule, the contractor is notified in writing of the amount withheld and the reasons for the withholding. It is presumed that the written notice will contain information as to how the deficiency can be cured.

If payment is not made in a timely manner and notice is not given, the contractor may be able to recover interest. Further, care should be taken and legal counsel consulted when deciding to withhold payment. Depending on the specific circumstances, a local unit could be responsible for paying interest, if the reason for withholding payment is found to be without merit.

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<sup>1</sup> This web link leads to an explanation of the prime rate, how it is calculated, and the current figure. The prime rate at the time of debt is incurred should be maintained until the payment is made.

If such an interest payment becomes due, the local unit is required to appropriate the necessary funds from project reserves, contingency amount, or other account.

2. N.J.S.A. 2A:30A-2(d) permits the contractor to suspend work without penalty for breach of contract. This can be implemented by the contractor after providing seven calendar days written notice to the owner if:
  - a. Payment was not made as required under the law; and,
  - b. The contractor was not provided a written statement of the amount withheld and the reason for the withholding; and,
  - c. The payor is not engaged in a good faith effort to resolve the reason for the withholding.

In any civil action brought to collect payments the action shall be conducted inside of New Jersey and the prevailing party shall be awarded reasonable costs and attorney fees.

It is important to note that the law exempts from its provisions any transportation project as defined in N.J.S.A. 27:1B-3, if that project receives federal funding and the application of this provision would jeopardize the funding because the owner could not meet the federal standards for financial management systems as outlined in 49 C.F.R. 18.20.

## **VI. Actions Local Units Should Take**

Local units that authorize bills to be paid without governing body approval should review internal procedures and controls to ensure staff is prepared to meet the 20 day approval/30 day payment cycle deadlines. These controls can include establishing "periodic billing dates" in contracts.

If governing body approval is **required**, local units must immediately review their policies and develop procedures and internal controls to comply with the law.

Regardless of the method of bill payment, local units can consider several courses of action, with appropriate variations based on local practices:

1. **Review bill paying procedures, resolution, or ordinance.** N.J.S.A. 40A:5-17 sets forth the "normal" process for authorizing payment of bills (which requires governing body approval), but allows local units to adopt their own procedure. Local policies can establish different practices depending on the type of obligation being paid; i.e., a policy for construction contracts.
2. **Establish or define billing dates for contracts covered by Prompt Payment.** This can be done as a standard for all contracts, or established on a contract-by-contract basis in specifications. This should include the "periodic payment" date for contracts with more than one payment, and the "billing date" for all other contracts and payments (i.e., the date the bill is received by the local unit). This provision can also provide that if a fixed billing date is missed, the bill is deferred to the next cycle.
3. **Establish dates for the unit's "payment cycle."** The payment cycle should provide for a reasonable time for payment to be made after approval of bills. It should be consistent with other bills approved at the same time. It is in the local unit's interest to let their contractors know when they can expect payment.
4. **Review paper flow and contractual arrangements for review of bills.** This may involve amending contracts with professionals (i.e., engineers or architects) that review bills to set requirements for their timely review of bills. This also applies to training internal staff on new

- procedures. In particular, finance staff should be trained to pay careful attention to incoming bills, and if appropriate, ensure logging, transmittal, and tracking of bills.
5. When governing bodies approve bills, add **"payment of bills" as a routine agenda item for all public meetings** to allow the governing body to approve or reject any bills or portion of one whenever they meet.
  6. When a bill or portion of a bill is denied, immediately notify the contractor **in writing** of any denial of payment, its deficiency, and what is required to remedy the deficiency.
  7. **Add a bill payment provision/schedule to bid specifications and contracts.** The law permits use of the alternate governing body approval practice **only** if it is reflected in bid specifications and contract documents. All bid specifications, contract documents, and purchase order "boilerplate" text (as appropriate to local circumstances) should be amended to describe the process used by the local unit for approval and payment of bills, including billing dates and payment dates.
  8. **Update outstanding contracts and bid proposals.** The law does not apply to contracts for the improvement of structures awarded before the effective date of September 1, 2006. Local units may currently have outstanding bid advertisements or have received bids but not yet awarded contracts. In these cases, local officials should act, as appropriate to amend bid specifications through the addenda process, or work with legal counsel to amend pending or issued contracts to include the appropriate language, or work with contractors to otherwise meet the intent of the law.
  9. **Review alternative dispute resolution provisions for construction contracts.** N.J.S.A. 40A:11-50 has required for several years that all construction contracts include an alternative dispute resolution process. Local units should carefully review their existing procedure in context of Prompt Payment and update it as appropriate.

## VII. Conclusion

The Prompt Payment Law presents new challenges to local units in managing their payment procedures. Its immediate effect adds to that challenge. Local unit officials should act expeditiously to ensure they do not violate the law while they consider implementing long-term policies.

Local finance officials can use GovConnect to share information via the Discussion Forums. They can submit sample language to the Division for posting in the Chief Financial Officer, Authority, and Fire District Document Libraries.

As there are many variations on policies that can be adopted, the Division is not at this time recommending specific language for inclusion in bid specifications and contracts. Local units are urged to carefully review this Notice and the law to adopt practices that meet their needs, and the intent and spirit of the law.

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Approved: Susan Jacobucci, Director

## Table of Web Links

Page	Shortcut text	Internet Address
4	Local Finance Notice	Local Finance Notice AU-98-4
5	Prime Rate	Wall Street Journal Prime Rate

## PROMPT PAYMENT STATUTORY REFERENCES

### CHAPTER 96, P.L. 2006

AN ACT concerning the prompt payment of construction contracts and amending P.L.1991, c.133.

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

1. Section 1 of P.L.1991, c.133 (C.2A:30A-1) is amended to read as follows:

#### C.2A:30A-1 Definitions.

1. As used in this act:

"Billing" means, in accordance with the terms and definitions of the applicable contract, any periodic payment, final payment, written approved change order or request for release of retainage.

"Prime contractor" means a person who contracts with an owner to improve real property.

"Improve" means: to build, alter, repair or demolish any structure upon, connected with, on or beneath the surface of any real property; to excavate, clear, grade, fill or landscape any real property; to construct driveways and private roadways on real property; to furnish construction related materials, including trees and shrubbery, for any of the above purposes; or to perform any labor upon a structure, including any design, professional or skilled services furnished by an architect, engineer, land surveyor or landscape architect licensed or registered pursuant to the laws of this State.

"Structure" means all or any part of a building and other improvements to real property.

"Owner" means any person, including any public or governmental entity, who has an interest in the real property to be improved and who has contracted with a prime contractor for such improvement to be made. "Owner" shall be deemed to include any successor in interest or agent acting on behalf of an owner.

"Prime rate" means the base rate on corporate loans at large United States money center commercial banks.

"Real property" means the real estate that is improved upon or to be improved upon.

"Subcontractor" means any person who has contracted to furnish labor, materials or other services to a prime contractor in connection with a contract to improve real property.

"Subsubcontractor" means any person who has contracted to furnish labor, materials or other services to a subcontractor in connection with a contract to improve real property.

2. Section 2 of P.L.1991, c.133 (C.2A:30A-2) is amended to read as follows:

C.2A:30A-2 Payment to prime contractor, subsubcontractor, timely payment; exceptions; disputes; resolution.

2. a. If a prime contractor has performed in accordance with the provisions of a contract with the owner and the billing for the work has been approved and certified by the owner or the owner's authorized approving agent, the owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, which for a periodic billing, shall be the periodic billing date specified in the contract. The billing shall be deemed approved and certified 20 days after the owner receives it unless the owner provides, before the end of the 20-day period, a written statement of the amount withheld and the

reason for withholding payment, except that in the case of a public or governmental entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the entity's governing body, and paid during the entity's subsequent payment cycle, provided this exception has been defined in the bid specifications and contract documents.

b. If a subcontractor or subsubcontractor has performed in accordance with the provisions of its contract with the prime contractor or subcontractor and the work has been accepted by the owner, the owner's authorized approving agent, or the prime contractor, as applicable, and the parties have not otherwise agreed in writing, the prime contractor shall pay to its subcontractor and the subcontractor shall pay to its subsubcontractor within 10 calendar days of the receipt of each periodic payment, final payment or receipt of retainage monies, the full amount received for the work of the subcontractor or subsubcontractor based on the work completed or the services rendered under the applicable contract. In the case of ongoing work on the same project for which partial payments are made, the amount of money owed for work already completed shall only be payable if the subcontractor or subsubcontractor is performing to the satisfaction of the prime contractor or subcontractor, as applicable.

c. If a payment due pursuant to the provisions of this section is not made in a timely manner, the delinquent party shall be liable for the amount of money owed under the contract, plus interest at a rate equal to the prime rate plus 1%. Interest on amounts due pursuant to this section shall be paid to the prime contractor, subcontractor or subsubcontractor for the period beginning on the day after the required payment date and ending on the day on which the check for payment has been drawn. The provisions of this subsection c. shall not apply to any transportation project as defined in section 3 of P.L. 1984, c.73 (C.27:1B-3), if that project receives federal funding and the awarding agency has been notified by the federal government that it will be classified as a high risk grantee pursuant to 49 C.F.R. 18.12.

d. A prime contractor, subcontractor or subsubcontractor may, after providing seven calendar days' written notice to the party failing to make the required payments, suspend performance of a construction contract, without penalty for breach of contract, until the payment required pursuant to this section is made, if the contractor, subcontractor or subsubcontractor: is not paid as required by this section; is not provided a written statement of the amount withheld and the reason for the withholding; and the payor is not engaged in a good faith effort to resolve the reason for the withholding. The provisions of this subsection d. shall not apply to any transportation project as defined in section 3 of P.L. 1984, c.73 (C.27:1B-3), if that project receives federal funding and the application of this provision would jeopardize the funding because the owner could not meet the federal standards for financial management systems as outlined in 49 C.F.R. 18.20.

e. (1) The rights, remedies or protections provided by this section for prime contractors, subcontractors and subsubcontractors shall be in addition to other remedies provided pursuant to any other provision of State law. To the extent that the provisions of this section provide greater rights, remedies or protections for prime contractors, subcontractors and subsubcontractors than other provisions of State law, the provisions of this section shall supersede those other provisions.

(2) No provision of this section shall be construed as restricting in any way the rights or remedies provided by any other applicable State or federal law to an owner who is a resident homeowner or purchaser with respect to the real property being improved.

f. All contracts for the improvement of structures entered into after the effective date of P.L.2006, c.96 between owners, prime contractors, subcontractors or subsubcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to this section may be submitted to a process of alternative dispute resolution. Alternative dispute resolution permitted by this section shall not apply to disputes concerning the bid solicitation or award process, or to the

formation of contracts or subcontracts. In any civil action brought to collect payments pursuant to this section, the action shall be conducted inside of this State and the prevailing party shall be awarded reasonable costs and attorney fees.

3. This act shall take effect immediately, but shall not apply to contracts for the improvement of structures entered into before the effective date.

Approved September 1, 2006.

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**40A:5-17. Approval and payment of claims and required general books of account**

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Approval and payment of claims and required general books of account. a. Approval of claims. The governing body shall approve or disapprove all claims. In the case of a county, other than a county which has adopted a form of government pursuant to the "Optional County Charter Law," P.L. 1972, c. 154 (C. 40:41A-1 et seq.), the governing body may, by resolution, designate one person who may approve claims between meetings of the governing body. The specified designee shall be chosen from the following positions: the certified financial officer, chief fiscal officer, county administrator, director of finance, treasurer or comptroller. Any approval by the designated person shall be presented to the county governing body at its next meeting for ratification, except that, prior to being paid, such vouchers shall be brought to the attention of the freeholder who has responsibility for the designee. The county governing body may establish a maximum dollar amount for which payment may be approved without prior approval of the governing body. Claims shall be approved or disapproved in the manner prescribed by rules made and promulgated by the bureau unless the governing body adopts an ordinance or resolution, as may be appropriate, in the case of a county, or an ordinance, in the case of a municipality, including the following provisions:

- (1) Designating an approval officer with the title of certifying and approval officer;
- (2) Prescribing the duties of the approval officer, including the making of certifications required by 40A:5-16b., ascertaining the existence of proper and sufficient appropriations for the payments to be made and determining that there is legal authority for the payments, evidenced by action of a purchasing department or agent or officer in respect to the goods or services ordered and the incurring of the expense therefor;
- (3) Prescribing the procedure for approving and certifying to the proper officer claims for payments and drawing checks therefor;
- (4) Prescribing the procedure for certifying approved claims to the governing body and regulating its action of approval or disapproval thereon.

b. Payment of claims. A resolution or an ordinance adopted pursuant to this section may also provide a method of disbursing moneys or payment of claims approved, but if it does not so provide the method shall be as follows:

- (1) In the case of a county organized pursuant to the provisions of the "Optional County Charter Law" (P.L. 1972, c. 154; C. 40:41A-1 et seq.), by check issued upon the requisition of and signed by the chief executive officer and countersigned by the treasurer, and in all other counties by check issued upon requisition of the clerk of the board of chosen freeholders, signed by the county treasurer and countersigned by such other officer or officers as are designated by ordinance or resolution of the governing body;



(2) In the case of a municipality, by check drawn on the municipality, signed by the mayor or other chief executive officer and the municipal clerk and countersigned by such other officer or officers as are designated by ordinance.

c. Required general books of account. The bureau shall prescribe the kind and manner of keeping of general books of account for the financial officers of the local units and said officers shall be required to keep and maintain said books.

Amended by L. 1985, c. 127, s. 1, eff. April 12, 1985.

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#### **40A:11-16.2 Partial payments; deposit bonds.**

1. Any contract, the total price of which exceeds \$100,000.00, entered into by a contracting unit involving the construction, reconstruction, alteration, repair or maintenance of any building, structure, facility or other improvement to real property, shall provide for partial payments to be made at least once each month as the work progresses, unless the contractor shall agree to deposit bonds with the contracting unit pursuant to P.L.1979, c.152 (C.40A:11-16.1).

L.1979,c.464,s.1; amended 1999, c.440, s.25.

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#### **40A:11-50. Process of resolution for construction contract disputes**

1. All construction contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c.198 (C.40A:11-1 et seq.).

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, the disputes shall be joined unless the arbitrator or person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

For the purposes of this section, the term "construction contract" means a contract involving construction, or a contract related thereto concerning architecture, engineering or construction management

L.1997, c.371.



IBN Construction, Corp

CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT PROGRAM  
FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED STRUCTURES IN THE CITY OF TRENTON

BID/021-50  
- BID FORM -

First Bid (Item)				
1	Tree Removal / Shrub & Vegetation Clearing	Unit	Quantity	Unit Price
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	19,000
3	Demolition (Cut/Cap Utills., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	13,881
4	Party Wall Restoration			
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				16,881.00
Notes:				
1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item. (i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.				
2. Installation of new Fencing is excluded from this Bid.				

Base Bid (Item)				
1	Tree Removal / Shrub & Vegetation Clearing	Unit	Quantity	Unit Price
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	19,000
3	Demolition (Cut/Cap Utills., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	13,881
4	Party Wall Restoration			
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				16,632.75
Notes:				
1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item. (i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.				
2. Installation of new Fencing is excluded from this Bid.				

Base Bid (Item)				
1	Tree Removal / Shrub & Vegetation Clearing	Unit	Quantity	Unit Price
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	19,000
3	Demolition (Cut/Cap Utills., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	13,881
4	Party Wall Restoration			
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				16,881.00
Notes:				
1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item. (i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.				
2. Installation of new Fencing is excluded from this Bid.				

TBN Construction, Corp

CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT PROGRAM  
FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED STRUCTURES IN THE CITY OF TRENTON  
BID2021-50  
- BID FORM -

Base Bid (Include this number on Bid Summary Sheet)				
1	Tree Removal / Shrub & Vegetation Clearing	LS	1	\$1,000
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	\$13,881.00
3	Demolition (Cut/Cap Walls, Main Struct., Fencing, Onsite Conc. Walks/Peds, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	\$13,881.00
4	Party Wall Restoration	LS	1	\$16,881.00
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item. (i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new Fencing is excluded from this Bid.

Base Bid (Include this number on Bid Summary Sheet)				
1	Tree Removal / Shrub & Vegetation Clearing	LS	1	\$1,000
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	\$15,205.00
3	Demolition (Cut/Cap Walls, Main Struct., Fencing, Onsite Conc. Walks/Peds, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	\$15,205.00
4	Party Wall Restoration	LS	1	\$18,205.00
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item. (i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new Fencing is excluded from this Bid.

Base Bid (Include this number on Bid Summary Sheet)				
1	Tree Removal / Shrub & Vegetation Clearing	LS	1	\$1,000
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	\$24,200.95
3	Demolition (Cut/Cap Walls, Main Struct., Fencing, Onsite Conc. Walks/Peds, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	\$24,200.95
4	Party Wall Restoration	LS	1	\$21,200.95
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item. (i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new Fencing is excluded from this Bid.

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 14 00**  
**Work Restrictions**

**PART 1 - GENERAL**

**1.1. SUMMARY**

- A. This Section contains general restrictions to be followed during the performance of the Work. Other sections of these Technical Specifications may contain additional requirements/restrictions for performance of their specific subject matter.

**1.2. WORK SEASON AND MILESTONES**

- A. Plan to perform the Work during a single continuous work season. Work will not be suspended during the winter.
- B. Weather days should be included as part of the anticipated float for the Progress Schedule. Rain and snow events will not be considered grounds for extensions to the Contract Time.

**1.3. WORK HOURS**

- A. The normal work hours for the Project are between 07:00 and 19:00, Monday through Friday. Work must not be performed outside of the designated days and hours without approval in advance by the Owner and/or Construction Manager. Operation of heavy machinery is only permitted between the hours of 07:00 to 18:00, Monday through Friday.
- B. Any variation from normal work hours or work on Saturdays, Sundays or Holidays shall be subject to approval by the Construction Manager and Owner. Any request for a change must be made to the CM in writing (e-mail is acceptable) no less than 48 hours in advance.
- C. Equipment repairs may be performed, with advance notice and CM approval, outside of normal work hours.
- D. Conduct all Work between sunrise and sunset when there is adequate light so that the Work can be conducted safely and the CM can effectively observe the Work. Artificial lighting may only be allowed for emergency repair work unless specifically authorized by the CM. In that case, provide lighting that meets or exceeds OSHA regulations, or as deemed necessary by the CM for safety reasons.
- E. No contractor personnel may work alone on the Site. No intrusive or active work may be performed on the Site without the Construction Manager being present.

#### 1.4. CONTRACTOR'S USE OF PREMISES

- A. The Contractor's use of the Site is limited to the Work being performed under the Contract Documents, and must be in accordance with the terms of the Agreement and the SOW.
- B. Contractor must limit activities to the Project Limits shown in the Drawings
- C. Confine all operations, including the storage of materials, to the designated areas of the Site as shown in the Drawings, or as otherwise approved in writing by the Owner/CM. The Contractor is responsible for arranging for, and paying the costs of, any off-site storage or access for system operation, material delivery and handling.
- D. The Contractor is responsible for the security and safety of the Contractor's equipment and facilities. Neither Owner, nor Construction Manager are liable for loss or damage of Contractor's tools, vehicles, equipment, or materials, whatever the cause. Such loss or damage is not sufficient reason for changes or delays in the Progress Schedule.
- E. The Contractor is responsible for repair of any damage to roadways, facilities, trees, structures, and property on and adjacent to the Site due to Contractor negligence, carelessness, actions, errors, or omissions, or failure or malfunction of Contractor equipment.
- F. Contractor is responsible for maintaining safe ingress and egress to the Site from adjacent roadway(s) and control of safe access will be included in the Contractor's HASP and Site Operations Plan. If this requires flagging or traffic control measures, work may not be performed unless these controls are in place and operating.

#### 1.5. RESTRICTIONS ON FUGITIVE EMISSIONS, NOISE, AND VIBRATION

- A. Subcontractor is responsible for conducting all Work in accordance with Laws and Regulations concerning fugitive emissions, dust, noise/sound, and vibration levels.
- B. Fugitive Emissions
  - 1. Fugitive emissions monitoring may be performed and paid for by Others.
- C. Noise
  - 1. Contractor must develop a Noise Mitigation and Monitoring Plan prior to the start of work in accordance with NJDEP requirements for construction sites for approval by Owner/CM.
  - 2. Contractor must equip vehicles and motorized equipment with appropriate noise control devices to maintain noise levels that conform to current OSHA standards and state and local regulations. Take immediate steps to correct any deficiencies.
  - 3. Contractor must properly maintain all mufflers and noise control devices, and replace when necessary. Operate all construction equipment in the manner that it was intended. Excessive noise and vibration due to improper use of equipment is prohibited.

1.6. EQUIPMENT LEFT ON-SITE

- A. Secure all equipment left on-site outside of normal work hours.
- B. Ensure that all equipment, where feasible, is de-energized when left on-site and not in use to prevent electrical/fire/explosive hazards. Contractor is responsible for the security, operation, and maintenance of any systems that require such services outside standard work hours. If systems are operational outside the standard work hours, provide oversight at all times when equipment is in operation, or provide an electronic monitoring system with a remote communication feature to alert the appropriate personnel of a system failure. Repair system failures in a timely manner so the project schedule is not affected.

1.7. COMMUNICATION WITH THIRD PARTIES

- A. Representatives of project stakeholders may be present at the Site to observe and inspect the Work.
- B. Direct all requests for communication with third parties to Owner/CM or their designee. Do not communicate with third parties without a representative of Owner/CM present.
- C. Contractor is not allowed to communicate with regulatory agency personnel, the media/press, project stakeholders, elected officials, public, utility, etc. regarding the Work, except to the extent required by law or regulation.

1.8. PERMIT CONDITIONS

- A. Permit responsibilities are described in Submittals Section 01 41 00. The Contractor is responsible for conducting the Work in accordance with the terms and conditions of all permits and approvals issued for the Work, regardless of who was responsible for obtaining the permit or approval.

1.9. ENVIRONMENTAL PROTECTION

- A. For the purposes of this Section, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during construction, and to enhance its natural appearance at the conclusion of the Work. Comply with all applicable or relevant and appropriate, federal, state, and local laws to provide for the abatement and control of any environmental pollution arising from the performance of the Work.
- B. The Owner/CM may notify the Contractor in writing of any non-compliance with federal, state, and/or local laws. After receipt of the notice, immediately inform the Owner/CM of the proposed corrective action, and take such actions once they are approved by the Owner/CM. Failure or refusal to promptly comply may result in the Owner/CM issuing an order suspending or halting all or parts of the Work until satisfactory corrective action has been taken. Claims for extensions of time or for costs or damages due to the stop work order will be denied.
- C. Do not pollute any stream, river, waterway, roadway, or soil with fuel, oil, grease, lubricant, hydraulic fluid, bitumen, calcium chloride, acid, base, or other harmful material. Comply with the appropriate federal, state, and local regulations and guidelines for the handling and disposal of all materials.

- D. Review FEMA flood maps of the Site and surrounding area and be prepared to protect against storm flood events, erosion, and release of impacted material from the Site.
- E. Properly dispose of all debris and harmful material that may result from the performance of the Work. Remove any unauthorized dumped materials and restore the area as directed by the Owner/CM. Contractor must remediate any area contaminated as a result of unauthorized activity or dumping by the Contractor at no additional cost.

**PART 2 - PRODUCTS**

Not Applicable.

**PART 3 - EXECUTION**

Not Applicable.

**END OF SECTION 01 14 00**



**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 33 00**  
**Submittal Procedures**

**Part 1 – General**

**1.1 SUMMARY**

- A. This section summarizes the protocol and procedures for the preparation and delivery of required submittals.

**1.2 GENERAL REQUIREMENTS**

- A. Submittals are required on the items as described individually in each Section of these Technical Specifications.
- B. Provide all submittals in appropriate electronic format (i.e., document file, drawing file, image file, etc.) directly to the Owner/CM. The Owner/CM will forward them to the appropriate party for review.
- C. The Owner/CM reserves the right to request that any submittal be provided via paper copy. For all hardcopy submittals, provide three (3) copies unless otherwise directed.
- D. Use a cover form for each submittal. The cover form must include Project title; Project number; Contractor; subcontractor or supplier; date; submittal number; submittal description/title; applicable Technical Specifications Section and/or Drawing number; submittal exclusions; special issues, etc.
- E. Include calculations, drawings, shop drawings, plans, reports, records, photographs, videos, diagrams, and details with submittals where applicable to facilitate the review and/or approval.
- F. Use the same units of weights and measures on submittals as are used in the Contract Documents.
- G. Provide a statement that includes signature of entity responsible for preparing the submittal. An officer or other individual authorized to sign documents on behalf of that entity will sign certificates and certifications. Submittals requiring preparation by an engineer or surveyor must be signed and sealed by a Professional Engineer/Surveyor licensed to practice engineering in the jurisdiction where the Work is to be performed.
- H. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Prepare submittals that are complete and in sufficient detail for ready determination of compliance with the contract requirements.
- J. Resubmit based on Owner/CM's review, if requested. When performing a submittal revision, identify all changes made since previous submission. For each re-submittal allow the same number of workdays required for review as the original submittal.
- K. Schedule submittals to expedite Work. Provide the Owner/CM a minimum of five (5) working days, excluding transmittal time, for review. Submittals with shorter review periods are indicated on the Submittal Summary Table.

### 1.3 SUBMITTAL REGISTER

- A. Maintain a Submittal Register at the Site including the submittal number, description, date submitted, status, and date of approval/rejection.

### 1.4 SUBMITTAL REVIEW

- A. The Owner/CM will review all submittals solely for determining whether the information contained in the submittal conforms to the design concept of the Contract Documents. The Owner/CM will pass to the Owner all applicable submittals for review and approval. The Owner or Owner/CM will return the submittals with the following classifications:
  - 1. **Approved:** Work may proceed, no exceptions taken
  - 2. **Furnish as Corrected:** Work may proceed subject to comments, resubmittal not required
  - 3. **Revise and Resubmit:** Work may not proceed, resubmittal required for indicated items. Proceed with Work on other items subject to comments.
  - 4. **Rejected:** Work may not proceed, resubmittal required, submittal unresponsive and/or not in conformance with Contract Documents.
- B. Owner/CM's review is for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions or quantities. Approval of a specific item does not constitute approval of an assembly of which the item is a component.
- C. The Owner/CM's review and approval of the Contractor's submittals does not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor's responsibilities include, but are not limited to: dimensions to be confirmed and correlated at the jobsite; fabrication processes and construction means, methods, techniques, sequences or procedures; coordination of the Work of all trades; and performing all work in a safe and satisfactory manner.
- D. Owner/CM's review of submittals does not relieve the Contractor from responsibility for the subject of the submittal, including: errors or omissions in designs, details, calculations, analyses, test methods, materials, and its sole responsibility for means and methods of construction, and safe and successful construction of the Work.

### 1.5. PRE-CONSTRUCTION PERIOD SUBMITTALS

- A. All submittals are subject to review and approval by the Owner/CM. Submittals will not be approved until the Owner/CM has determined that they meet the minimum requirements of these Technical Specifications. Claims for lost time or requests for extensions based on rejected pre-mobilization submittals will be denied.
- B. Prepare and submit a Site-specific Contractor's Health and Safety Plan (HASP), as previously described in Submittals Section 00 73 19.
- C. Signed acknowledgement of Owner-specific safety requirements for contractors, if such a document is included in the Agreement or otherwise provided to Contractor.

- D. Contractor's initial baseline Progress Schedule, based on the Construction Milestones listed in the Contract Documents and per the requirements of Submittal Section 01 32 00.
- E. Perform the pre-construction surveys listed below. The pre-construction surveys must include the entirety of the Project Limits and a buffer extending at least 50 feet beyond the Project Limits. Submit the findings of the pre-construction survey to the Owner/CM for review and approval prior to mobilization.
  - 1. Video and/or photographic documentation of the existing conditions of the Site and surrounding area. Do not enter onto private property without prior written approval from the property owner.
  - 2. Video and photographic documentation of the existing road conditions for all roads to be used for hauling by the Contractor or subcontractors.
- F. Schedule of Permits:
  - 1. Submit a schedule of Contractor-required permits with approximate lead time. Indicate any action items or information required from the Owner/CM.
  - 2. Submit copies of all supplemental and/or recurring data required by the permits to the Owner/CM, as needed. Include documentation that the supplemental data was provided to the entity that issued the permit, according to the schedule required by the permit.
  - 3. Submit copies of fully executed permit applications and copies of issued permits to the Owner and Owner/CM.
- G. Prepare and submit a Site Operations Plan (SOP), as described in detail, below.

#### 1.6. SITE OPERATIONS PLAN (SOP)

- A. A draft Site Operations Plan is a required element of the bid.
- B. Prepare a narrative discussion with drawings to describe and illustrate the means and methods that will be used to execute the Work, including all work from mobilization to demobilization. The SOP should demonstrate that the Contractor understands the requirements, intent, and concepts contained in the Contract Documents. The SOP may be submitted in parts, so long as all parts are submitted by the submittal deadline. Organize the SOP for use in the field and for review. The SOP shall include a table of contents, sections and subsections, appendices, tables, drawings, data, etc. Scale drawings included in the SOP to no smaller than 60 feet per inch when printed at 11x17. This is equivalent to a scale of 30 feet per inch on a D-sized (22x34 inch) drawing.
- C. All components of the SOP are subject to review and approval by the Owner/CM. A change to any constituent component of the SOP (e.g., change in a Subcontractor) must be approved by the Owner/CM.
- D. The SOP will be reviewed for both technical content and organization. At a minimum, the SOP must include final submittals with means and methods for the following project elements:
  - 1. Project Management and Coordination
    - a. Résumés of Project Manager, Site Engineer, SSHO, and Project Superintendent(s)

- b. Organization chart that identifies key personnel and subcontractors
  - c. Detailed list of proposed Subcontractors, including haulers, material suppliers, etc. For each proposed Subcontractor, include company address and the name and telephone number for the individual who will serve as primary point-of-contact for that company.
  - d. Provide applicable license or certification numbers for any Contractor or Subcontractor personnel identified to provide services for which licensure or certification is required.
  - e. List of any major equipment, systems, and materials
  - f. Manufacturer cut sheets for all products requiring approval by the Owner/CM prior to being incorporated into the Work
- E. Construction Progress Documentation
  - 1. Baseline Construction Progress Schedule
  - 2. Template for Daily Construction Reports
  - 3. Template for four-week look-ahead schedules
- F. A Noise Mitigation and Monitoring Plan prepared in accordance with NJDEP and City of Trenton requirements for construction sites.
- G. Mobilization, Site Preparation, Demolition, and Utility Location
  - 1. Identify the key equipment and materials to be mobilized to the Work Site prior to starting construction activities.
  - 2. Sequence and schedule for mobilization.
  - 3. Means, methods, and sequence for installation of site controls, including storm water controls, utility protection, and fences and gates.
  - 4. Means, methods, and sequence for locating and protecting active subsurface utilities within the Project Limits.
- H. Demolition and Backfilling Plan
  - 1. Provide drawings and narrative with enough detail to explain how demolition, and backfill will proceed throughout the Project.
  - 2. Describe how demolition will be performed, including the type of equipment required, the sequencing of the demolition with the other work to be performed.
  - 3. Provide a detailed forecast of average daily production rates for demolition, hauling, and backfilling. Include a discussion of anticipated factors and assumptions influencing production rates.
  - 4. Describe the means and methods for contaminated material management, including how clean fill will be kept separate from impacted materials.
  - 5. Describe how import backfill will be received, stockpiled, placed, and compacted.
  - 6. Describe how final grading, backfill, and cover will be performed.
- I. Any material changes to the Work, processes, staffing, sequencing, equipment, or materials will require an amendment to the SOP and a formal submission of the SOP amendment, which requires review and approval by the Owner.

**Part 2 – Products**

**Not Applicable.**

**Part 3 – Execution**

**Not Applicable.**

**END OF SECTION 01 33 00**

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 41 00**  
**Regulatory Requirements**

**Part 1 – General**

**1.1 SUMMARY**

- A. This section establishes responsibility for obtaining Project permits between the Owner/CM and the Contractor, and makes clear the Contractor's obligation to abide by applicable laws and regulations in the performance of the Work.

**1.2 SUBMITTALS**

- A. Prior to mobilization, submit a Schedule of Permits including approximate lead time. Indicate any action items or information required from the Owner/CM.
- B. Submit copies of all supplemental data required by permits with documentation that the supplemental data was provided to the entity that issued the permit according to the schedule required by the permit.
- C. Submit copies of completed permit applications to the Owner/CM for review prior to submittal of the permit application to the regulatory entity.
- D. Submit copies of fully executed permit applications and final permits to the Owner/CM as part of the Record Documents.

**1.3 PERMITS AND APPROVALS**

- A. The following permits may be required to perform the Work, based on the Owner/CM's experience with similar jobs. This list is not intended to be exhaustive, and it is the Contractor's responsibility to determine what other permits, if any, are also required to perform the Work.
  - 1. Local construction and demolition permits.
  - 2. Permits for temporary connections to utilities.
  - 3. Permits for temporary lane or road closures, if necessary.
- B. Contractor must pay for and provide all licenses, governmental charges, bonds, letters of credit, and inspection fees associated with permits that are the Contractor's responsibility.
- C. This Section may not describe all permits required for performance of the Work. Any permits not identified in this Section, or elsewhere in the Contract Documents, are the responsibility of Contractor.
- D. Regardless of who is responsible for obtaining a permit, the Contractor is responsible for performing in accordance with the terms and conditions of all project permits.

#### 1.4 LAWS AND REGULATIONS

- A. The Contractor must comply with all local, state and federal laws and regulations applicable to performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Owner/CM will be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If the Contractor performs any Work knowing or having reason to know that it is contrary to laws and regulations, Contractor will bear all claims, costs, losses, and damages caused by, arising out of, or resulting there from. However, it is not the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with laws and regulations.
- C. The State Asbestos Code Official must be notified (609-633-2158). The Contractor/Sub-Contractor must be State Licensed in Asbestos Abatement.
- D. The contractor must submit a water/sewer capping inspection manifest from the Trenton Water-Sewer Department before a pre-back fill inspection can be performed.
- E. The neighboring/adjoining properties must be notified before work commences. At the attached properties, the contractor must take interior as well as exterior pictures before starting, to avoid false claims.
- F. The contractor assumes all liability. Failure to comply with the inspection process will force the Office to hold any payments due and to have the site re-excavated for the required inspections at the contractor's expense.
- G. The contractor shall undertake all work in a workman like manner, according to acceptable engineering standards, and in compliance with all Federal, State, and Local Codes, Standards, and Regulations. (This must pertain to all subject matters, not just hazardous materials).
- H. The contractor must be aware of the required inspections in all operations especially if there is sidewalk repair/reconstruction.
- I. Set forth below are some of the laws and regulations applicable to the Project. The listing of specific laws and regulations in this Section is for information only. The fact that a law or regulation is not listed does not relieve the Contractor of its responsibilities for compliance.

##### 1. Federal Laws and Regulations:

- a. Carriage by Public Highway (49 CFR 177). These Regulations prescribe federal Department of Transportation requirements that are applicable to the acceptance and transportation of hazardous materials by various carriers in motor vehicles.
- b. Occupational Safety and Health Administration (OSHA) Standards for Hazardous Waste Site Operations and General Construction Activities (29 CFR 1910.120, 1926). These Regulations protect the Health and Safety of on-site workers at construction sites.

#### Part 2 – Products

Not Applicable.

#### Part 3 – Execution

Not Applicable.

END OF SECTION 01 41 00

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 50 00**  
**Temporary Facilities and Controls**

**Part 1 – General**

**1.1 SUMMARY**

- A. The Work required under this section includes furnishing all labor, equipment, supplies, laboratory testing, materials, and performing all operations required to establish, maintain and remove temporary facilities and controls at the Site during the performance of the Work.

**1.2 SUBMITTALS**

- A. Prior to mobilization, submit a Site Operations Plan (SOP) as described in Submittal Section 01 33 00. The SOP must address elements of the temporary facilities and controls listed in this Section.
- B. Prior to the start of any ground disturbing activities, submit copy of the NJ One Call (811 or 800-272-1000) ticket and confirmation of utility markout of all public and private utilities located at the Site.

**1.3 ELECTRIC SERVICE**

- A. A licensed electrician must perform all electrical Work.
- B. Contractor must provide electrical connections to all facilities and equipment that require electrical power for the performance of the Work.
- C. A diesel-powered electrical generator may be used to power facilities/equipment for short term purposes in the event of problems with the regular electric service. In that case, use a licensed electrician to perform all service connections and disconnections from the facilities/equipment and implement noise controls to muffle engine noise. Temporary generators may not run outside of normal work hours unless in full compliance with City of Trenton Fire Department requirements and including fire guards.
- D. All electrical connections must meet appropriate National Electric Manufacturers Association (NEMA) ratings consistent with the intended service.

**1.4 POTABLE WATER SERVICE**

- A. Contractor must provide, maintain, and pay for a suitable quantity of bottled potable drinking water for all on-site personnel. Furnish individual bottled water containers at locations near the Work being conducted, as necessary and prudent to keep workers supplied with drinking water. During summer months, provide the option of bottled water on ice at these locations.

**1.5 SANITARY FACILITIES**

- A. Provide a sufficient number of portable toilets with hand sanitizers for Contractor and Subcontractor crews, Construction Manager, Owner, and visitors in accordance with usage ratings, or as otherwise directed by the Owner/CM.



- B. Portable toilets and hand-sanitizing stations must be serviced per capacity requirements, and at minimum twice per week.
  - C. The portable toilets and hand sanitizing stations must be installed during mobilization and maintained in clean and sanitary condition until Substantial Completion.
  - D. Provide and maintain in clean, good working order, other personnel decontamination facilities required by the Contract Documents or the Contractor's HASP.
- 1.6 TRAFFIC CONTROL
- A. Contractor must furnish, install, and maintain traffic control signs in accordance with requirements of the City or as otherwise deemed necessary by the Construction Manager for the safety of workers at the Site and the public.
  - B. Provide a dedicated flagger during trucking activities on adjacent roadways if deemed necessary either by the Owner/CM or by the City.
- 1.7 BARRICADES AND ENCLOSURES
- A. Install the perimeter fence as shown on the Drawings or as otherwise directed by the Construction Manager.
  - B. To avoid damage to subsurface utilities, all fence post holes must be excavated using hydro-excavation soft-dig techniques. Do not direct-drive fence posts or mechanically auger fence post holes.
  - C. Repair or replace any Site fencing damaged by Contractor's activities.
- 1.8 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS
- A. Remove temporary utilities, equipment, facilities and controls, prior to submitting final application for payment.
  - B. Remove all materials, vehicles, rubbish, debris, and wastes from the Site prior to submitting final application for payment.

## Part 2 – Products

Not Applicable.

## Part 3 – Execution

### 3.1 EQUIPMENT LEFT ON SITE

- A. Secure all vehicles and equipment left on the Site.
- B. De-energize and lock all equipment left on the Site when not in use to prevent electrical/fire/explosive hazards.
- C. Winterize any systems requiring freeze protection to avoid damage or failure.
- D. Contractor is responsible for the security, operation, and maintenance of all equipment and systems at the Site.
- E. Repair system failures in a timely manner such that the Progress Schedule is not affected.

### 3.2 SITE SECURITY/FIRE

- A. Take security precautions as necessary to prevent any unauthorized access to the work area, and to control construction traffic to and from the Site.
- B. If instructed by the Owner/CM, provide manned overnight security/fire watch services during all non-working hours, including weekends and holidays. Contractor may elect to provide a security guard even if not required by Owner/CM, but in that case it will be at Contractor's expense.

*IBN Construction, Corp*

CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT PROGRAM  
FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED STRUCTURES IN THE CITY OF TRENTON

BID#021-50  
- BID FORM -

Base Bid (Part 1)				
Item	Unit	Quantity	Unit Price	Total
1 Tree Removal / Shrub & Vegetation Clearing	LS	1	4,300.00	4,300.00
2 Asbestos Abatement, Universal Waste Removal (not required)				
3 Demolition (Cut/Cap Utils., Main Struct., Fencing, Onsite Conc. Walks/Peds, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	13,681.00	13,681.00
4 Party Wall Restoration				
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				16,981.00

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new Fencing is excluded from this Bid.

Base Bid (Part 1)				
Item	Unit	Quantity	Unit Price	Total
1 Tree Removal / Shrub & Vegetation Clearing	LS	1	4,300.00	4,300.00
2 Asbestos Abatement, Universal Waste Removal (not required)				
3 Demolition (Cut/Cap Utils., Main Struct., Fencing, Onsite Conc. Walks/Peds, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	13,681.00	13,681.00
4 Party Wall Restoration				
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				16,981.00

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new Fencing is excluded from this Bid.

Base Bid (Part 1)				
Item	Unit	Quantity	Unit Price	Total
1 Tree Removal / Shrub & Vegetation Clearing	LS	1	4,300.00	4,300.00
2 Asbestos Abatement, Universal Waste Removal (not required)				
3 Demolition (Cut/Cap Utils., Main Struct., Fencing, Onsite Conc. Walks/Peds, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	13,681.00	13,681.00
4 Party Wall Restoration				
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				16,981.00

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new Fencing is excluded from this Bid.

*TBN Construction, Corp*

CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT PROGRAM  
FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED STRUCTURES IN THE CITY OF TRENTON

BID2021-50  
- BID FORM -

Base Bid Items			
1	Tree Removal / Shrub & Vegetation Clearing	LS	
2	Asbestos Abatement, Universal Waste Removal (not required)		\$3,000
3	Demolition (Cut/Cap Util., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	\$13,881.00
4	Party Wall Restoration		
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)			\$16,881.00

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new fencing is excluded from this bid.

1	Tree Removal / Shrub & Vegetation Clearing	LS	
2	Asbestos Abatement, Universal Waste Removal (not required)		\$3,000
3	Demolition (Cut/Cap Util., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	\$15,205.00
4	Party Wall Restoration		
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)			\$18,205.00

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new fencing is excluded from this bid.

1	Tree Removal / Shrub & Vegetation Clearing	LS	
2	Asbestos Abatement, Universal Waste Removal (not required)		\$3,000
3	Demolition (Cut/Cap Util., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	\$24,290.95
4	Party Wall Restoration		
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)			\$27,290.95

Notes:

1. Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
2. Installation of new fencing is excluded from this bid.





IBN Construction, Corp

CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT PROGRAM  
FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED STRUCTURES IN THE CITY OF TRENTON

BID2021-50

- BID FORM -

BID # 1 (Line Item)				
1	Tree Removal / Shrub & Vegetation Clearing	Unit	Estimated Quantity	Unit Price
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	\$3,000
3	Demolition (Cut/Cap Utils., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	\$14,377.50
4	Party Wall Restoration			
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				\$17,377.50
Notes:				

- Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
- Installation of new Fencing is excluded from this Bid.

BID # 2 (Line Item)				
1	Tree Removal / Shrub & Vegetation Clearing	Unit	Estimated Quantity	Unit Price
2	Asbestos Abatement, Universal Waste Removal (not required)	LS	1	\$3,000
3	Demolition (Cut/Cap Utils., Main Struct., Fencing, Onsite Conc. Walks/Pads, Garages, sheds, etc., T&D of Debris, clean fill import, backfill & compaction), Final Surface Restoration (Import, Install & Compact Crushed Stone/DGA or Install topsoil/grass as directed.)	LS	1	\$16,330.40
4	Party Wall Restoration (Includes 2 Party Walls - 656 & 660 MLK Jr. Blvd.)	LS	1	\$16,000.00
TOTAL BASE BID SUM (Include this number on Bid Summary Sheet)				\$35,330.40
Notes:				

- Costs for all scope of work identified in the bid specifications and bid scope document are to be included in the lump sum costs above, even if there is no specific line item.  
(i.e. General Conditions: Submittals, Mob/Demob, Site Prep., Temp. Facilities, SESC, etc.
- Installation of new Fencing is excluded from this Bid.

*FBW Construction, Corp*

CONSTRUCTION SERVICES FOR THE NEIGHBORHOOD REDEVELOPMENT AND REVITALIZATION PILOT PROGRAM  
FOR DEMOLITION AND/OR STABILIZATION OF VACANT, ABANDONED STRUCTURES IN THE CITY OF TRENTON

BID2021-50

- BASE BID SUMMARY FORM -

PER LOT TOTAL LUMP SUM BID VALUE FROM BID FORM

- 1 1248 Martin Luther King Jr. Blvd.
- 2 1250 Martin Luther King Jr. Blvd.
- 3 1252 Martin Luther King Jr. Blvd.
- 4 1254 Martin Luther King Jr. Blvd.
- 5 1256 Martin Luther King Jr. Blvd.
- 6 1258 Martin Luther King Jr. Blvd.
- 7 1260 Martin Luther King Jr. Blvd.
- 14 658 Martin Luther King Jr. Blvd. (Include Party Wall Restoration in Line item 4 on Bid Form)

A Contingency Cost (To be used as needed for unforeseen conditions, and only after  
Receipt of approval by Construction Manager/Owner)

GRAND TOTAL *One Hundred Seventy Thousand Four Hundred Twenty Five*  
(Written)

*Dollars*  
*and 100/100*

\$ *170,499.60*  
(Numerical)

\$ 5,000.00

*\$16,881.00*  
*\$16,632.75*  
*\$16,881.00*  
*\$16,881.00*  
*\$18,205.00*  
*\$27,290.95*  
*\$17,377.50*  
*\$35,350.40*

**CHECKLIST  
(REQUIRED WITH BID SUBMITTAL)**

- ☒ Bid Guarantee (Bid Bond or Certified/Cashier's Check) **(with POA for full amount of Bid Bond) (MANDATORY) Failure to Submit with Bid Submittal is an automatic fatal defect**
- ☒ Consent of Surety (Certificate from Surety Company) **(MANDATORY)**
- ☒ Performance Bond and Labor and Material Payment Bond **(Required from the Awarded Contractor)**
- ☒ Notice of Intent to Subcontract – **(must be named) (MANDATORY) Failure to Submit with Bid Submittal is an automatic fatal defect**
  
- ☒ Disclosure of Ownership Statement **(MANDATORY)**
- ☒ Disclosure of Invested Activities in Iran **(Required prior to award of the contract)**
- ☒ Acknowledgement of Receipt of Addenda **(MANDATORY)**
  
- ☒ License(s) and or Certification(s) from Contractor and Sub-Contractors Required for the Project
- ☒ Required Evidence EEO/Affirmative Action Regulations Questionnaire
- ☒ Non-Collusion Affidavit
- ☒ Americans with Disabilities Act of 1990 Language
- ☒ NJ Business Registration Certificate **(prior to award)**
- ☒ NJ Business Registration Certificate – Designated Subcontractor(s) **(prior to award)**
- ☒ NJ Public Works Contractor Registration Certificate from Contractor **(Prior to Award, but effective at the time of bid opening)**
- ☒ NJ Public Works Contractor Certificate for Sub-Contractors for **(prior to award, but effective at time of bid opening)**
  
- ☒ Affirmative Action Statement
- ☒ Prevailing Wage Statement
- ☒ Equipment Certification
- ☒ Bid Proposal Form
- ☒ One Original Complete Bid and Three (3) Complete Copy of the Bid
- ☒ Bid **must** be placed in a sealed envelope bearing name of bidder, address and **Bid 2021-50**
- ☒ Provide five (5) References

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

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



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**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**00 73 00 – Supplementary Conditions**

**Section 00 73 19**  
**Health and Safety Requirements**

**PART 1—GENERAL**

**1.1 SUMMARY**

- A.** This section includes specifications and requirements for health and safety during performance of work, including identification of applicable regulations, submittals, notification requirements, and health and safety execution specifications.

**1.2 REFERENCES**

- A.** Applicable regulations and publications include, but are not limited to, the following:
1. OSHA, Title 29 CFR Part 1910, Occupational Safety and Health Standards, and Title 29 CFR Part 1926, Safety and Health Regulations for Construction Sites.
  2. NFPA, Flammable and Combustible Liquids Code, NFPA 30, most recent revision.
  3. USEPA, Standard Operating Safety Guidelines, November 1984.
  4. DHHS, "Manual of Analytical Methods", 3rd edition Volumes I and II, DHHS (NIOSH) Publication 84-100, or most recent version.
  5. ANSI, Practices for Respiratory Protection, Z88.2, most recent version.
  6. ANSI, Emergency Eyewash and Shower Equipment, Z358.1, 1981.
  7. ANSI, Protective Footwear, Z41.1, 1983.
  8. ANSI, Respirator Use Physical Qualification for Personnel, Z88.6, 1984
  9. ANSI, Practice for Occupational and Educational Eye and Face Protection, Z87.1, 1979.
  10. NIOSH/OSHA/USCG/USEPA, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, DHHS/PHS/CDC/NIOSH, October 1985
  12. NIOSH Pocket Guide to Chemical Hazards, DHHS/PHS/CDC/NIOSH, June, 2000 or most recent USEPA, Health and Safety Requirements for Personnel Engaged in Field Activities, USEPA Order No. 14402.
  13. DOT Standards and Regulations, 49 CFR 171 and 49 CFR 172.
  14. ACGIH, Threshold Limit Values and Biological Exposure Indices, most recent version.
  15. Compendium of Methods for the Determination of Toxic Organic Compounds in Ambient Air, EPA/600/4-87-006, September 1986.
- B.** Where two or more regulations/documents conflict, the one(s) offering the greatest degree of protection shall apply.

**1.3 CONTRACTOR'S RESPONSIBILITY FOR HEALTH AND SAFETY**

- A.** Comply with any and all state, federal, and local ordinances and regulations.
- B.** Assume responsibility for the health and safety of Contractor's employees, its subcontractors, suppliers, agents, inspectors, visitors, the general public, and any others associated with or interacting with Contractor who provides labor, goods, or other services on the Site.

- C. Assume responsibility for emergency response planning and notification, and for actual response to any and all emergencies that may occur during the course of the work, including emergencies that may occur when Contractor is not present at the Site.
- D. Assume responsibility for communicating daily with the Construction Manager regarding health and safety issues for the Owner/CM's safe conduct of the Owner/CM's duties, but such communication shall not imply any duty or responsibility on the part of the Owner/CM with regard to health and safety of Contractor's employees, its subcontractors, suppliers, the general public, or Others. The Owner/CM's responsibility and duty with regard to health and safety shall be limited to the Owner/CM's employees. Contractor shall have responsibility and duty to the Owner/CM to communicate health and safety issues accurately and in a timely manner to allow the Owner/CM to take appropriate actions to protect the Owner/CM's employees.
- E. Designate a Contractor's Site Safety Health Officer (SSHO) on the Site during the work who shall, at a minimum, have at least one year of experience as an SSHO on structural building demolition sites.
- F. The SSHO's responsibility is to enforce the requirements of safety for all Contractor personnel on site at all times. The SSHO shall ensure that all Contractor personnel, subcontractor personnel, and Contractor visitors, follow the HASP, including wearing the designated level of PPE. If the SSHO elects to require a higher level of protection than that specified in the HASP, the extra costs associated with such higher level shall be borne by Contractor, unless such extra costs are approved in advance in writing by the Owner/CM.
- G. Prior to mobilization and continually through the duration of the work, the SSHO is responsible for inspection of the Site and document area-specific and worker-specific protection requirements.
- H. After mobilization, the SSHO is responsible for monitoring activities and to document the need for additional worker protection as required, based on activities performed and action levels specified in the HASP.
- I. The SSHO is responsible for verification that all activities are performed in accordance with the HASP and all federal, state, local, and health and safety standards, regulations, and guidelines.
- J. In the event of a health or safety risk, as determined by the SSHO or by other Contractor personnel or by the Owner/CM, temporarily cease the work until a method for handling the risk has been determined in consultation with the Owner/CM and implemented. Any health or safety risk resulting in a stoppage of work shall be reported immediately to the Owner/CM.
- K. Implement a "behavior-based safety" process and provide site training, observation, and feedback for Contractor personnel employed at the Site.

- L. Assume responsibility for stability of excavations and embankments caused by the Contractor's work. Designate one competent person as defined in 29 CFR Part 1926, Subpart P, Excavations, to inspect and document excavation safety conditions daily, and to ensure excavation safety prior to any personnel entering an excavation.

#### 1.4 SUBMITTALS

- A. Prepare and submit a HASP to the Owner/CM as a part of the Contractor's startup submittals per Specification Section 01 33 00— Submittal Procedures. Follow all applicable local, state, and federal health and safety standards, regulations, and guidelines implemented through, but not limited to, the OSHA, NIOSH, ACGIH, and USEPA. Where these are in conflict, the most stringent requirement shall be followed. Address the following points in the Contractor's HASP:
  - 1. Names of key personnel and alternates responsible for health and safety, including a Contractor Site Safety & Health Officer (SSHO). The Owner/CM must approve the SSHO.
  - 2. A health and safety risk or Job Safety and Hazard Analysis (JSHA) associated with each portion of the work (i.e., list potential chemical and physical hazards), including JSHA's for demolition work around active utilities, excavation safety, and truck traffic into and out of the Site.
  - 3. Employee and subcontractor training assignments to assure compliance with 29 CFR 1910.120.
  - 4. A requirement that Contractor locate underground facilities by using "New Jersey One Call (Dial 811 or 800-272-1000)" procedures prior to the start of the work.
  - 5. Personal protective equipment (PPE) to be used for each of the site tasks and operations being conducted, as required by the PPE program in 29 CFR 1910.120 and 29 CFR 1926.
  - 6. Medical surveillance requirements in accordance with 29 CFR 1910.120.
  - 7. Frequency and types of personnel exposure monitoring, and environmental sampling techniques and instrumentation to be used by the Contractor, including methods of maintenance and calibration of monitoring and sampling equipment.
  - 8. Corrective actions and upgrading of personal protection based on monitoring of air, personnel, and environmental sampling, with specific action levels identified.
  - 9. An emergency response plan meeting federal, state, and local requirements for safe and effective responses to emergencies, including the necessary PPE and other equipment. Explanation of potential emergencies and contingency plan of action, including description of the route to the nearest appropriate hospital, hospital route map, and posting of emergency telephone numbers at the Site.
  - 10. If confined space entry is required, include confined space entry procedures in accordance with 29 CFR 1910.146, and a list of all anticipated confined space entries required by Contractor in the course of the work.
  - 13. A spill containment program, if applicable, meeting the requirements of all applicable local, state, and federal health and safety standards.
  - 14. A list of health and safety and emergency equipment available on the Site.
  - 15. A description of engineering controls used to reduce the hazards of equipment operation and exposure to site hazards.
  - 16. Where open trench excavation is proposed, include procedures in accordance with applicable OSHA Regulations.

17. Procedures for earthwork near buried utilities, where hand digging should be performed within 24 inches of known utility lines unless more stringent requirements are specified by law, regulation, or the affected utility.
  18. Training for emergency response procedures.
  19. Heat stress program.
  20. Cold stress program.
  21. Lockout/tagout where the operation of machinery and/or equipment in which the unexpected energization on start up or the release of stored energy could cause injury to personnel.
- B. Contractor's Daily Construction Report shall include a summary of daily safety issues and a summary of Contractor's Daily Safety Meeting. The report must contain at a minimum, the following components:
1. The names of all Contractor and Subcontractor personnel employed at the Site at any time during the day and the names and duties of key personnel including Contractor's project manager, Superintendent, SSHO, and competent person(s).
  2. A summary of all health and safety incidents that describes any medical treatment that was provided during the month, the current status of any individuals affected, the names of individuals who may have observed the incident, and actions taken by Contractor to address the unsafe act or unsafe condition.
  3. A summary of all health and safety near-misses or observations providing an opportunity for shared learning and future hazard avoidance. For any Health or Safety incident or near-miss, list the date, the nature of the incident or near-miss, and the names of individuals involved.
- C. Submit documentation of training and experience for the designated excavation competent person.
- D. Maintain all required and applicable training records on-site.
- E. Contractor shall submit a hot work permit for any welding, torch cutting, or activities that generate sparks.
- F. Contractor shall conduct a JSHA for significant activities and submit the documentation to the Owner/CM for review prior to the start of the activities. Contractor's JSHA shall be submitted on a form acceptable to the Owner/CM.

#### 1.5 NOTIFICATIONS

- A. Immediately (within 30 minutes) verbally report to the Owner/CM the occurrence of any and all health and safety incidents. An incident report form or near-miss report form, as appropriate, shall be submitted within 24 hours of occurrence of the incident or issue.
- B. Immediately and fully investigate any such incident or near miss, and conduct a root cause analysis. Submit to the Owner/CM, the Contractor's written corrective action plan

- C. for such incident within one day after the incident occurs in accordance with Specification Section 01 33 00—Submittal Procedures.
- D. Notify the Owner/CM in writing at least five days prior to bringing any hazardous material, equipment, or process to the Site, or using the same on the Site. Provide the Owner/CM with a MSDS for all chemicals brought on to the Site and/or found onsite.
- D. Immediately notify the Owner/CM in writing of any hazard that Contractor discovers or observes on the Site, and corrective measures planned or taken to eliminate or minimize such hazard. Hazard reporting will be completed as a Near Miss Report as described in 1.4.B, of this Section.

## PART 2—PRODUCTS

### 2.1 EQUIPMENT AND FACILITIES

- A. Provide all equipment, temporary facilities, and personnel required to perform activities on site safely in accordance with all regulations and standards and with the Contractor's HASP.

### 2.2 PERSONAL PROTECTIVE EQUIPMENT

- A. The levels of Personal Protective Equipment, as defined by OSHA, are divided into four categories based on the degree of protection afforded.
  - I. Level A—to be selected when the greatest level of skin, respiratory, and eye protection is required. The following constitute Level A equipment; it may be used as appropriate:
    - 1. Positive pressure, full face-piece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA, approved by the National Institute for Occupational Safety and Health (NIOSH);
    - 2. Totally-encapsulating chemical-protective suit.
    - 3. Coveralls (1);
    - 4. Long underwear (1);
    - 5. Gloves, outer, chemical-resistant;
    - 6. Gloves, inner, chemical-resistant;
    - 7. Boots, chemical-resistant, steel toe and shank;
    - 8. Hard hat (under suit) (1); and
    - 9. Disposable protective suit, gloves and boots (depending on suit construction, may be worn over totally encapsulating suit).
  - II. Level B—the highest level of respiratory protection is necessary but a lesser level of skin protection is needed. The following constitute Level B equipment; it may be used as appropriate.
    - 1. Positive pressure, full-facepiece self-contained breathing apparatus (SCBA), or positive pressure supplied air respirator with escape SCBA (NIOSH approved);
    - 2. Hooded chemical-resistant clothing (coveralls and long-sleeved jacket; coveralls; one or two-piece chemical-splash suit; disposable chemical-resistant coveralls);
    - 3. Coveralls (1);

4. Gloves, outer, chemical-resistant;
5. Gloves, inner, chemical-resistant;
6. Boots, outer, chemical-resistant steel toe and shank;
7. Boot-covers, outer, chemical-resistant (disposable) (1);
8. Hard hat (1); and
9. Face shield (1).

III. Level C—the concentration(s) and type(s) of airborne substance(s) are known and the criteria for using air purifying respirators are met. The following constitute Level C equipment; it may be used as appropriate.

1. Full-face or half-mask, air purifying respirators (NIOSH approved);
2. Hooded chemical-resistant clothing (overalls; two-piece chemical-splash suit; disposable chemical-resistant overalls);
3. Coveralls (1);
4. Gloves, outer, chemical-resistant;
5. Gloves, inner, chemical-resistant;
6. Boots (outer), chemical-resistant steel toe and shank (1);
7. Boot-covers, outer, chemical-resistant (disposable) (1);
8. Hard hat (1);
9. Escape mask (1); and
10. Face shield (1).

IV. Level D—a work uniform affording minimal protection: used for nuisance contamination only. The following constitute Level D equipment; it may be used as appropriate:

1. Coveralls;
2. Gloves (1);
3. Boots/shoes, chemical-resistant steel toe and shank;
4. Boots, outer, chemical-resistant (disposable) (1);
5. Safety glasses or chemical splash goggles (1);
6. Hard hat (1);
7. Escape mask (1); and
8. Face shield (1).

- B. The appropriate level of PPE is anticipated to be Level D, however this shall be determined by the Contractor for specific tasks as described in the Contractor's HASP. If hazards are identified that require a level of protection greater than Level C, work shall be suspended and the Owner/CM notified. The Contractor's SSHO, in consultation with the Owner/CM, shall determine what actions are required prior to restarting work. Contractor shall determine and document the appropriateness of suggested minimum PPE requirements for Contractor's employees and others at the Site.
- C. Furnish and maintain materials and equipment for the health and safety of Contractor employees, its subcontractors, suppliers, and visitor personnel. Provide all required health and safety equipment, first aid equipment, tools, monitoring equipment, PPE, and ancillary equipment and methods required to ensure workers' health and safety and to comply with the Contractor's HASP. Furnish PPE and monitoring for Owner/CM's employees and Owner's employees.

- D. A minimum of Modified Level D protection will be required at all times while on site by all personnel and visitors on the Site, except in Support Zone areas. Level D PPE consists of:
1. Hard hat;
  2. Steel-toed boots (chemical resistant);
  3. Safety glasses with permanent side shields;
  4. Work clothes (long pants, shirts with sleeves);
  5. Work gloves
  6. High visibility reflective safety vests;
  7. Hearing protection (as needed to prevent exposure exceeding 85 dB level).
- E. If additional protection consisting of Level C PPE is required during the work, Level C PPE shall include protection from anticipated contaminants and consist of Level D protection with the following additions:
1. Air purifying respirator, half-face or full-face (depending on required protection factor) with organic vapor/high efficiency particulate air cartridges meeting NIOSH/Mine Safety and Health Administration Specifications;
  2. Disposable poly-coated chemically protective coveralls;
  3. Disposable chemically resistant outer gloves (nitrile);
  4. Disposable chemically resistant inner gloves (nitrile); and
  5. Chemically resistant, steel-toed, and steel-shanked boots (PVC, neoprene, or nitrile), or outer booties.
- F. In most cases, Level C will be the maximum expected level of PPE. Level B may be used provided that personnel are properly trained and certified and exposure levels are below immediately dangerous to life and health (IDLH) conditions.

## 2.3 OTHER HEALTH AND SAFETY EQUIPMENT

- A. The Contractor is required to have the following equipment available on the Site for the health and safety of Contractor, subcontractors, suppliers, and visitors:
1. First aid kits;
  2. Fire suppression equipment (appropriate to location and type of flammable materials present);
  3. OSHA-approved emergency eyewash facilities;
  4. Personnel decontamination facilities and equipment
  5. Other equipment or supplies as determined to be necessary or prudent by Contractor or the Owner/CM;
  6. Flammable liquids storage cabinet, if necessary;
  7. Fall protection equipment; and
  8. Heavy blankets.

## PART 3—EXECUTION

### 3.1 TRAINING

- A. Provide the following training to each worker except those who will be restricted to the support zone:



1. A minimum of OSHA Ten-hour Construction Safety training.
  2. For one who is assigned the role of a "competent person," documentation of sufficient and relevant training and experience to perform the assigned duties and responsibilities of that role. As defined in 29 CFR 1926.31, the competent person shall be "one who is capable of identifying existing and predictable hazards, and who has authority to take prompt corrective measures to eliminate them." Relevant training and experience shall be in the same type of Project activities included in the work under this Contract.
- B. Designation of one "competent person" as defined in 29 CFR Part 1926, Subpart P, Excavations, to inspect and document excavation safety conditions daily, and to ensure excavation safety prior to any personnel entering an excavation.

### 3.2 WORK PLANNING AND MEETINGS

- A. Conduct a daily health and safety meeting, prior to beginning work for that day, to address health and safety issues, changing site conditions, activities and personnel. All Contractor and subcontractor employees working on the site on that day shall attend the meeting. All meetings shall be documented and attendees shall sign acknowledgement of their presence at the meeting. Daily meetings shall include an evaluation of the work to be conducted and to document meeting attendance and discussion points.
- B. Subcontractor personnel who are not in attendance for the daily health and safety meeting shall be briefed on the meeting notes upon arrival at the site and prior to commencing their work activities. Employees shall sign acknowledgement of briefings prior to commencing work.
- C. Contractor shall hold and document additional safety meetings at the start of each major task and whenever site conditions affecting personnel safety change. Any major task undertaken shall require the completion of a JSHA.

### 3.3 ENGINEERING CONTROLS

- A. Contractor shall, at a minimum, provide the following engineering controls to reduce the hazards of equipment operation and exposure to site hazardous chemicals:
1. Roll-over cages for bulldozers, backhoes, loaders, and tractors.
  2. Back-up alarms for all trucks and moving equipment.
  3. Wetting of soil/building debris or other means to control dust during the work.
  4. Barricades for open trenches and excavations.
  5. Sloping, benching, shoring, drainage systems, or other controls as necessary to ensure stability of excavations and embankments.
  6. Providing a dedicated flag person to manage truck traffic along adjacent roads, and into and out of the site (if deemed necessary by Owner/CM).
  7. Others as determined to be necessary or prudent by Contractor or as directed by the Owner/CM.
- B. Contractor shall post ground level warning signs every 50 feet below all overhead utilities on site.

### **3.4 MONITORING**

- A. Perform heat exposure and cold exposure monitoring activities as required by weather conditions.**
- B. Perform all air monitoring activities described in the Contractor's HASP required to provide health and safety protection to the Contractor's and subcontractor's personnel.**

### **3.5 EVALUATION OF PERFORMANCE**

- A. Routinely conduct internal safety audits on Subcontract and Sub-subcontract work in accordance with the Contractor's HASP. The focus of these routine audits will be on compliance with OSHA and local occupational safety regulations.**
- B. Conduct routine behavioral observations and provide immediate feedback during work activities to promote safe behavior of Contractor employees and Sub-contractor employees.**

**END OF SECTION 00 73 19**

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 - General Requirements**

**Section 01 11 00**  
**Summary of Work**

**PART 1 - GENERAL**

**1.0 TEMPORARY UTILITIES**

The Contractor is responsible for providing any and all necessary temporary utilities to perform the scope of work described within this section including but not limited to electric, water, lighting, power, street sweeping, snow removal, sanitary facilities, site security, construction trailers, etc.

**1.1 DEFINED TERMS**

**Agreement:** The Demolition Services Agreement by and between the Contractor and Owner.

**Bid:** The offer or construction/demolition proposal of the Contractor submitted on the prescribed form(s) setting forth the prices for the Work to be performed, but specifically excluding any terms that conflict with the Agreement, the SOW, or these Technical Specifications.

**Bid Forms:** The forms provided by the Owner/Construction Manager to the Contractor and other Bidders which must be executed and submitted as part of the Bid, including the Project Price Schedule.

**Bid Item:** A part of the Work, listed on the Project Price Schedule, which is defined in these Technical Specifications and measured for payment in accordance with the Technical Specifications.

**Bidder:** One who submits a Bid directly to the Owner.

**Building Code Official:** A State licensed building inspector with the City of Trenton who will perform all required demolition inspections.

**Change Order:** A written instrument, executed by the Owner and Construction Manager, as defined in the Agreement, the SOW or elsewhere in the Contract Documents.

**Competent Person:** Used in reference to excavation safety, this term means a Contractor employee who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

**Construction Manager (CM):** The entity who may act as the representative for the Owner. The CM will assume all duties and responsibilities and have the rights and authority assigned to the CM/Owner Representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. The role of CM shall also include traditional Architect/Engineer services where appropriate.

**Construction Milestones:** Those activities and required completion dates provided on the Bid Forms or in the Agreement or the SOW that will be used to benchmark the progress of the Work.

**Contract Documents:** The documents issued by the Owner/Construction Manager that set the requirements for the Work and the procedures for submitting bids. The Contract Documents include the advertisement or Invitation to Bid, these Technical Specifications, the Drawings, any addenda prepared by the Owner/Construction Manager either to these Technical Specifications or to the Drawings, the Agreement, the SOW, Owner's safety requirements for contractors, if provided to Contractor, and the Contractor's Bid including all Bid Forms.

**Contract Price:** The amount awarded by the Owner and deemed payable to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement and the SOW.

**Contract Time:** The period stated in the SOW to achieve Substantial Completion.

**Contractor:** The person, firm, or corporation with whom the Owner has entered into the SOW to perform the Work specified in the Contract Documents.

**Contractor's Engineer:** A professional engineer either employed or subcontracted by the Contractor to provide engineering services for portions of the Work where a stamped design by a professional engineer is required.

**Daily Construction Report (DCR):** The Contractor's DCR is described in Technical Specifications Section 01 33 00.

**Disturbed Areas:** Areas that have been disrupted or otherwise changed from their pre-construction conditions by the Contractor's activities.

**Drawings:** The Drawings that show the scope, extent, and character of the Work to be furnished and performed by Contractor and that have been prepared or approved by the Owner/Construction Manager and are included within or referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

**Field Order:** A written notice by either the Owner/CM responding to a Request for Information (RFI), clarifying Contract Documents, or directing Contractor to comply with the Work as detailed in the Contract Documents

**Health and Safety Plan (HASP):** The document describing the health and safety requirements to which the applicable employees must adhere. The Contractor's HASP applies to the Contractor's employees and subcontractors, the CM's HASP applies to the CM's employees and any subcontractors or visitors of the CM.

**Health and Safety Summary Report:** The monthly report prepared by the Contractor and submitted to the CM as described in Section 01 33 00.

**Non-Conforming:** An adjective, which when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient in that it does not meet the requirements of a specified inspection, reference standard, test, approval or performance requirement referred to in these Technical Specifications or the Drawings, or has been damaged prior to CM's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion).

**Others:** Responsible party other than the Contractor or the Contractor's subcontractors who is designated by the Owner to perform work at the Site.

**Owner:** Trenton Department of Housing and Economic Development.

**Progress Schedule:** The Progress Schedule described in Section 01 33 00.

**Project:** The scope of Work described in the Contract Documents.

**Project Limits:** The boundaries of the area where the Work will occur. The Contractor should not perform any activities beyond the Project Limits without prior approval from the Owner/CM.

**Project Plans:** Plans which will be considered Contract Documents include the, the Contractor's Site Operation Plan, the Contractor's Health and Safety Plan, the Construction Manager's Health and Safety Plan and any other applicable plan related to the Work.

**Project Price Schedule:** The Bid Form on which the Contractor submits the prices to perform the Work, organized by Bid Item, and subsequently accepted in a final agreement, as signed by an officer of the Contractor and incorporated into these Technical Specifications.

**Quality Assurance (QA):** Observation and testing performed either by the CM or a third party on behalf of the Owner for evaluating whether the Work complies with the requirements of the Contract Documents.

- B. The Contractor shall confine his apparatus, the storage of materials, and supplies, and the operation of his workmen to limits established by law, ordinances, and the directions of the Owner. All flammable or combustible materials shall be properly stored to obviate fire and in areas approved by the Owner.
- C. The Contractor shall assure that no exits from the building are obstructed, that appropriate safety barriers are established to prevent access, and that work areas are kept neat, clean, and safe.

#### 1.13 PROTECTION AND DAMAGE

- A. No materials or debris shall be thrown from windows or doors of the building. Building waste system shall NOT be used to remove refuse.
- B. Debris shall be removed from the work site daily. Premises shall be left neat and clean after each work shift, so that work may proceed the next regular workday without interruption. Limited debris bag storage may take place within the work area when approved by the Owner/CM.

#### 1.14 RESPIRATORY PROTECTION

- A. Respiratory protection shall be worn by all individuals who may be exposed to airborne asbestos.
  - 1. All respiratory protection shall be OSHA/NIOSH approved in accordance with the provisions of 29 CFR 1910.134. All respiratory protection shall be provided by the Contractor.
  - 2. At minimum:
    - a. Provide full face powered air purifying respirators with HEPA cartridges.
    - b. Used disposable respirators and/or filters shall be disposed of at the end of each shift.
    - c. Provide sufficient supply of respirators and filters for Construction Manager and authorized visitors and inspectors.

#### 1.15 PERSONAL PROTECTIVE EQUIPMENT/PROTECTIVE CLOTHING

- A. Provide for all workers, foremen, supervisors, and authorized visitors and inspectors, protective disposable clothing consisting of full-body coveralls. Provide a sufficient number for four (4) out fittings for all workers per shift.
- B. Provide protective gloves to all workers, foremen, superintendents, (and authorized visitors and inspectors upon request). At minimum, disposable cotton work gloves to be worn by anyone handling asbestos or materials with asbestos dust/debris.
- C. Provide hard hats as required by OSHA for all workers, and provide a minimum of 4 spares for inspectors, visitors, etc. Require hard hats to be worn at all times that work is in progress that may cause potential head injury. Provide hard hats of the type with plastic strap type suspension. Require hats to remain in the work area throughout the work.
- D. Provide eye protection (goggles/safety glasses) as required by OSHA for all workers involved in any activity which may potentially cause eye injury.
- E. Hard hats and eye protection devices shall not be worn outside the work area.
- F. Disposable protective clothing shall be discarded and disposed of as construction waste every time the wearer exits from the work space to the outside through the decontamination facility.

**1.16 CONTRACTOR SUPERVISION**

- A. Contractor shall provide an experienced individual who meets the qualifications of a Competent Person to perform the designated functions as specified in 29 CFR 1926.1101 throughout the duration of the project. Such responsibilities include but are not limited to the following:
1. Monitor the set-up of the work area enclosure and continuously ensure its integrity through inspection and appropriate environmental monitoring.
  2. Control entry and exit into the work enclosure.
  3. Ensure that employees are adequately trained in, and implement the use of engineering controls, proper work practices, and proper personal protective equipment and decontamination procedures.

**1.17 SITE MONITORING—OWNER/ASBESTOS PROJECT MONITOR (APM)**

- A. The Owner shall employ the services of an APM to monitor the progress and activity of the Contractor.
- B. As well as perform the inspections, project documentation, and air monitoring required by regulation, the APM shall evaluate the standard operating procedures, engineering control systems, respiratory protection and decontamination systems, packaging and disposal of waste, air quality in and around the work area and at the site, and any other aspects of the project which may affect the health and safety of the people and environment.
- C. Contractor activities shall stop and conduct appropriate remediation, cleanup, repair of barriers, and reinstallation of environmental controls to pre-event conditions when any one of the following occur:
1. Drop in negative pressure (differential) below the minimum criterion (i.e., 0.02 inches w.c., 0.05 inches w.c.).
  2. Visible breach in a containment barrier.
  3. Visible dust from the work area.
  4. Residue/debris tracked onto surfaces outside the containment/regulated area.
  5. Air sample collected in areas outside a regulated area exceeding 0.01 fibers/cc.

**1.18 FINAL QUALITY ASSURANCE (CLEARANCE)**

- A. APM shall conduct final inspection of work area after 24 hour notice from Contractor. Visual inspection protocols shall follow ASTM 1368-05 and final acceptability shall be judged as dust free.
- B. Clearance criteria by work zone are summarized in the following schedule:

**Clearance Schedule**

<b>Work Area</b>	<b>Clearance Methodology/Criterion</b>
During abatement (small projects; 10 square feet/25 linear feet or less of ACM, PACM or asbestos material, or projects involving vinyl floor tile, mastics, roofing and/or transite)	Phase Contrast Microscopy (PCM) Less than 0.01 fibers/cc
Post abatement (areas < 10,000 square feet)	Phase Contrast Microscopy (PCM) Less than 0.01 fibers/cc
Post abatement (areas > 10,000 square feet)	Transmission Electron Microscopy (TEM) Less than 70 s/mm <sup>2</sup>

- C. Prior to collection of air samples, aggressive surface/air agitation shall be conducted using forced air equipment against work area surfaces. Once air sampling is started, ongoing agitation shall be continued using one 10 inch floor fan per 10,000 cubic feet of work area volume.
- D. Owner will be responsible for costs incurred by the APM and the associated laboratory work. Any subsequent additional inspection/testing required due to limits exceeded during evaluation (inspection and/or sampling) shall be paid for by the Contractor.

#### 1.19 TAMPERING WITH TEST EQUIPMENT

- A. All parties are hereby notified that any tampering, moving, handling, adjusting, or similar manipulation of testing equipment (to include differential pressure instrumentation) that alters the intent and integrity of sampling process is an attempt at falsifying reports and records under the OSHA Act. Each offense will be prosecuted under applicable state and federal codes to the fullest extent possible.

### PART 2 – MATERIALS

#### 2.1 GENERAL

- A. Wetting agent shall be commercially available material specifically designed to penetrate and wet asbestos-containing materials.
- B. Framing Materials and Doors: As required to construct temporary decontamination facilities and critical barriers. Lumber shall be rough grade, new, finished one side and fire retardant.
- C. Fire Retardant Plastic Sheeting, minimum thickness 6 mil, as required; use black to obstruct view of abatement activities: Provide largest size possible to minimize seams.
- D. Drums: Asbestos transporting drums, sealable and clearly marked with warning labels as required.
- E. Plastic Bags: Sealable, asbestos disposal bags, min. 6 mil. thickness clearly marked with warning labels.
- F. Signs: Asbestos warning signs for posting at perimeter of work area, as required.
- G. Waste Container Bag Liners and Flexible Trailer Trays: One piece leak-resistant flexible tray with absorbent pad, as manufactured by Packaging Research and Design Corporation, Madison, WS 39130 or equal.
- H. Tape: Provide tape which is of high quality with an adhesive which is formulated to aggressively stick to sheet polyethylene, as manufactured by Kendall Co., NASHUA Tape Products; or approved equal.
- I. Spray Adhesive: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene, as manufactured by 3M, NASHUA Tape Products, or approved or equivalent.
- J. Flexible Duct: Spiral reinforced flex duct for air filtration devices.
- K. Disposable Coveralls: DuPont Tyvek, or Kimberly Clark Duraguard, or approved equal.
- L. Contamination Control Flooring: as manufactured by Jomac, Inc. of Warrington, Pennsylvania, or approved equal.

#### 2.2 PRODUCTS, TOOLS, AND EQUIPMENT

- A. Air Filtration Device (AFD): Air Filtration Devices shall be commercially manufactured equipped with High Efficiency Particulate Air (HEPA) filtration systems and shall be approved by and listed with Underwriter's Laboratory.

- B. Scaffolding: All scaffolding shall be designed and constructed in accordance with OSHA (29 CFR 1926/1910) and New Jersey State code.
- C. Transportation Equipment: Transportation Equipment, as required, shall be suitable for loading, temporary storage, transit and unloading of contaminated waste without exposure to persons or property. Any temporary storage containers positioned outside the building for temporary storage shall be metal, closed and locked.
- D. Vacuum Equipment: All vacuum equipment utilized in the work area shall utilize HEPA filtration systems.
- E. Vacuum Attachments: Soft Brush Attachment, Asbestos Scraper Tool, Drill Dust Control Kit.
- F. Electric Sprayer: An electric airless sprayer suitable for application of encapsulating material, and approved by and listed with Underwriters Laboratory.
- G. Wood/wood product sheathing and studs—fire retardant with sufficient thickness to withstand intended loads without deflection or failure:
- H. Brushes: All brushes shall have nylon bristles.
- I. Hand Power Tools: Shall be equipped with HEPA-Filtered local exhaust ventilation if used to drill out into or otherwise disturb ACM.
- J. Other Tools and Equipment: The Contractor shall provide other suitable tools for the stripping, removal, encapsulation, and disposal activities including, but not limited to: hand-held scrapers, sponges, rounded-edge shovels, brooms, and carts.
- K. Fans and Leaf Blower: Provide Leaf Blower (one leaf blower per floor) and one 20" diameter fan for each 10,000 cubic feet of work area volume to be used for aggressive sampling technique for clearance air testing.
- L. Fire Extinguishers: Provide type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other areas provide type "ABC" dry chemical extinguishers of NFPA recommended types for the exposure in each case. All fire extinguishers shall comply with the applicable recommendations of NFPA Standard 10, "Standard for Portable Extinguishers."
- M. First Aid Kits: The Contractor shall maintain adequately stocked first aid kits in the clean room and the work area. The first aid kit shall be approved by a licensed physician for the work to be performed under this contract.
- N. Electrical Service:
  - 1. General: Comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electric service.
  - 2. Power Distribution System: Provide circuits of adequate size and proper characteristics for each use. In general run wiring overhead, and rise vertically where wiring will be least subject to damage from operations.
  - 3. Temporary Lighting: All lighting within the work area shall be liquid and moisture proof and designed for the use intended.

### PART 3 – EXECUTION

#### 3.1 WORKER DECONTAMINATION ENCLOSURE SYSTEM

- A. This worker decontamination enclosure system shall be located and constructed as per NJDCA asbestos code, with airtight fire retardant wood stud and plywood framing with two layers of 6-mil. plastic sheeting throughout. It shall consist of a serial arrangement of rooms or spaces adjoining the work area and separated from the others by air locks.



- B. The main entrance shall have a hinged plywood door with a clasp and padlock for security, and louvers to allow flow of makeup air through the system when the door is closed.
- C. The decontamination areas are described below:
  - 1. Clean Room: In this room, persons remove and leave all street clothes and put on clean disposable coveralls. Approved respiratory protection equipment is also cleaned, stored and picked up in this area. CLEAN ROOM SHALL BE CONTINUOUSLY VACCUMMED, WET WIPED, AND ATTENDED BY DILIGENT HOUSEKEEPING. Contamination control flooring shall be placed on the floor of this room and immediately outside of this room.
  - 2. Shower Room: Hot and cold water controlled at the tap must be provided. The floor of the shower room shall be covered with a waterproof seamless  $\frac{1}{4}$ " mat (neoprene, rubber, or equivalent) that extends a minimum of twelve inches up each wall. The Contractor shall provide a second rubber protection mat under the entire shower room.
  - 3. Equipment Room: Work equipment, footwear, and all other contaminated work clothing are left here. All areas between the Shower Room and work area shall be considered part of the Equipment Room.
- D. There shall be no smoking, eating, or drinking in any contaminated areas (Shower Room, Equipment Room, and Work Area).
- E. Work footwear shall remain inside the contaminated area until completion of the job and shall be thoroughly cleaned at that time. Warm outer clothing shall also remain in the work area.
- F. Hot and cold water for showers controlled at each shower unit tap shall be provided for by the Contractor. Provisions shall be made to adequately dispose of shower water. All wastewater shall be disposed of as asbestos waste or filtered to five (5) microns and disposed of into a sanitary sewer system. Costs for testing efficiency of the filter shall be borne by the Contractor.
- G. Contractor's electric installed for temporary lighting, heating, etc., in the decontamination enclosure system shall include outlets for required APM's air monitoring equipment with a minimum of two (2) outlets per work area.

### 3.2 PERSONNEL DECONTAMINATION

- A. All individuals who will enter the work area shall remove street clothes, and put on clean overalls and respirator in change rooms.
- B. Workers shall then proceed through shower area and equipment room to work area.
- C. Exit from the work area is through the equipment room where clothing and non-disposable footwear is removed. All protective clothing is disposed.
- D. The worker then proceeds immediately into shower room. Respiratory protection equipment shall be removed after worker has completely showered.
- E. After showering, the worker moves to the clean room and dresses in either new coveralls for another entry, or street clothes if leaving.
- F. Workers shall not eat, drink, smoke, and chew gum or tobacco in work area.
- G. Work footwear shall remain inside work area (equipment room) until completion of the project and then disposed of or cleaned by washing in shower at the end of the project.
- H. Contractor shall be responsible for assigning a worker to collect contaminated respirators, clean them, and re-filter them after each use.

- I. Worker identification and entry/exit logs shall be maintained as part of the Contractor's closeout documentation.

### 3.3 MAINTENANCE OF DECONTAMINATION/CHANGE ROOM AND BARRIERS

- A. All barriers and partitions constructed to isolate the work area from adjacent areas shall be inspected periodically throughout each shift by the Contractor's Competent Person.
- B. Damage and defects in the decontamination/change room and/or barriers separating the work zone from other areas in the building shall be repaired immediately upon discovery.
- C. If visible dust is observed outside the work area, or if damage occurs to barriers, work shall stop. The source of the dust release shall be located, the integrity of the barriers shall be restored, and any settled dust or residue outside the work area shall be wet wiped and HEPA vacuumed to a dust-free condition.

### 3.4 ISOLATION (CRITICAL) BARRIERS

- A. Contractor to seal with two layers of 6 mil polyethylene taped securely in place, all diffusers, registers, grilles, etc. within the work area that are to be shut down. Install rigid hard barriers/blanks securely fastened in place (i.e., screws) for HVAC systems that are to remain active to service other areas of the building.
- B. All doorways and entrances to the work area, other than the main access through the decontamination/change room shall be sealed with 2 layers of polyethylene sheathing, taped securely in place.
- C. All polyethylene barriers and seals to be removed and substrate surfaces cleaned at the end of the work.

### 3.5 HVAC MODIFICATIONS AND WORK AREA VENTILATION

- A. Any central and/or Owner operated HVAC units, fans, exhaust fans, supply and/or return air ducts, etc., situated in or traversing or servicing the work area shall be shut down or blanked if to remain active. Blanks shall be installed at the boundary of the work area, consist of sheet metal or plywood, and be securely fastened with screws and caulked into place. All shutdowns are to be coordinated with the Owner.
- B. Portable, commercially manufactured AFD's, capable of moving large quantities of air through a HEPA filter capable of 99.97% efficiency at 0.3 microns must be installed in the work area.
- C. Owner/CM reserves the right to request on-site certification of the HEPA filters and leak integrity of the AFD's, unless new AFD's are provided.
- D. Contractor shall provide number of AFD's to guarantee no less than eight (8) complete air changes per hour, based upon the volume of the work area and an assumed exhaust capacity of 0.7 of that specified by the unit.
  1. NEGATIVE PRESSURE CONTAINMENT SYSTEM IS GENERAL WORK AREA (NOT LOCAL) EXHAUST. AFD's shall be positioned as close to exhaust point as possible to minimize length of exhaust flex ducting.
  2. Flex ducting path from the AFD to the exhaust point to be free of kinks and with a minimum of turns. No "S" or "U" configuration of flex duct is permitted.
  3. Exhaust from AFD's shall terminate through a wooden manifold installed into a window frame or similar opening to the exterior environment.
- E. The negative pressure system created by work area isolation, barriers, and AFD's must produce a minimum pressure differential of negative 0.05 inches w.c. for removal of

surfacing materials (0.02 inches w.c. for other materials) as measured between the center of the work area and the adjacent space.

- F. Makeup air shall be configured to provide three (3) manually damper controlled ports, installed either in hard work area isolation barriers or through hard barriers installed into window casing/frame at the opposite wall/surface from the location of the AFD's.
- G. Contractor to continually adjust as necessary, volume flow rates (i.e., number of AFD's) and manual makeup air dampers to maintain velocity into work zone at 700 feet per minute, air velocity through the decontamination enclosure system at 100 feet per minute, and minimum negative pressure conditions (as dictated by type of ACM).
- H. The Owner/CM reserves the right to test pressure differential and air volume capacity of AFD units to verify actual CFM exhausted from the work zone.
- I. Upon loss of negative pressure or electric power, work activities in work area shall cease and shall not resume until negative pressure and/or electric power have been fully restored.

### 3.6 HVAC AND ELECTRIC POWER LOCKOUT

- A. Prior to the start of any demolition or disturbance of building materials in the work area, where applicable, the Contractor shall employ skilled and licensed tradesmen for blanking of HVAC supply and/or return ductwork (that is to remain in operation) at the boundaries of the work area.
- B. Mechanical equipment to be shut down shall conform to OSHA lock out tag out procedures (LOTO).

### 3.7 ASBESTOS REMOVAL PROCEDURES (General Procedures)

- A. Removal operations will not begin until the work area has been inspected and approved by the Asbestos Project Monitor (APM). Engineering controls, warning signs, emergency egress routes, barriers, surface protection, make up air, decontamination enclosure systems, and negative pressure conditions as specified herein, and as required by state asbestos codes, must be established.
- B. Notify APM prior to code required progress inspections at least 24 hours prior.
- C. Contractor shall detach and clean removable components such as (but not limited to) electrical, heating and ventilating equipment) for access to conduct asbestos removal. These items shall be cleaned using decontamination procedures and disposed as construction debris or stored as indicated by the Owner.
- D. Maintaining wet conditions and engineering controls, workers with respirators and personal protective equipment shall manually remove, detach, and/or disassemble asbestos-containing materials from building substrate as identified in the project scope of work in a manner consistent with state asbestos codes.
- E. Removed asbestos-containing materials shall be continuously bagged/containerized so that debris does not accumulate on work area surfaces and to allow continuous sequencing of work.
- F. Surfaces shall undergo cycles of cleaning, scraping, brushing, wiping, as necessary to ensure that all surfaces achieve a condition free of residual dust and/or debris.
- G. Apply lock down.
- H. Maintaining engineering controls and isolation, conduct inspection to verify completion of scope of work and all surfaces within work area are dust free.
- I. Request final clearance inspections and sampling, providing sufficient power for air monitoring equipment and air moving devices (fans/blowers) as described herein.
- J. Disassemble Work Area barriers and containment upon acceptable visual inspection

and final air quality. Repeat cleaning and inspection in repeated cycles as necessary to achieve final clearance.

**3.8 REMOVAL AND STORAGE OF CONTAMINATED WASTE**

- A. All routes through the building, elevators, stairways, etc. to be used for the transportation of contaminated wastes out of the Work Area shall be at the direction of the Owner/CM and/or Owner.
- B. All contaminated waste shall be disposed of at the end of each work shift or at a time coordinated with the Owner. At no time shall be random removal of contaminated waste from the work site be allowed.
- C. Building waste system shall NOT be used to remove refuse.
- D. All waste material shall be double bagged using appropriately labeled 6 mil polyethylene bags, securely taped and knotted to provide effective seal.
- E. Large sized items/material removed intact may be wrapped in minimum of two (2) layers of polyethylene sheeting and duct tape, sealing air and water tight with appropriate labels.
- F. Asbestos materials and waste shall be stored in a securely locked dumpster or storage, at location approved by Owner.

**3.9 DISPOSAL OF ASBESTOS WASTE**

- A. All asbestos materials, wastes, shower water, plastic disposable equipment and supplies shall be disposed of as contaminated waste, in accordance with the EPA regulation (40 CFR, Section 61.150) and state asbestos codes.

**END OF SECTION 02 82 00**

**Quality Control (QC):** Observation and testing activities performed by the CM to ensure that the Work complies with the Contract Documents.

**Record Documents:** Close-out documentation consisting of drawings, reports, and other submittals summarized in Section 01 33 00.

**Record Drawings:** Close-out drawings consisting of marked up Drawings, and other drawing submittals as listed in Sections 01 33 00.

**Request for Information:** A written notice by Contractor to receive clarification, direction or explanation from the Owner/CM regarding the Work.

**SAIR:** Supervisor's accident/ injury report (Submitted by Contractor to Owner/CM).

**SDS:** Safety Data Sheet

**Section:** A numbered section of these Technical Specifications.

**Secured Zone:** The area(s) within which the Contractor will perform the Work and where Contractor has primary responsibility for operation, security and safety of materials, equipment and personnel.

**Site:** The portion of the individual Residential lots scheduled for demolition/lot restoration as described in the Contract Documents.

**Site Operations Plan (SOP):** A written work plan, submitted by the Contractor in accordance with the Contract Documents, that describes the means and methods, materials, and sequences of specific Work items. An outline of the SOP is provided in Section 01 33 00.

**Site Safety and Health Officer (SSHO):** A Contractor employee or subcontractor with proper training and responsibility for overseeing, documenting and reporting Contractor's implementation of the health and safety obligations in the Contractor's Health and Safety Plan and the other Contract Documents.

**Statement of Work (SOW):** The Statement of Work by and between Owner/Construction Manager and Contractor, to which these Technical Specifications are attached and pursuant to which Contractor will perform the Work, which is governed by the terms of the Agreement.

**Soil Erosion and Sedimentation Control Plan (SESC):** The document that describes Contractor requirements for soil erosion and sedimentation control. Compliance with the SESC measures is required. Requirements include use of best management practices, limiting disturbed areas, and inspection and maintenance of storm water controls.

**Substantial Completion:** All Work at the Site is complete including all demolition, transportation and disposal, backfill, and rough grading with only fine grading, fence construction, demobilization, contract closeout, and ongoing maintenance activities remaining to be completed. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

**Superintendent:** The Contractor's Superintendent at the Site.

**Technical Performance Specifications:** This document, consisting of written technical descriptions of materials, equipment, standards, workmanship, measurement, and payment as applied to the Work and certain administrative details, applicable thereto, including all Attachments, Schedules and other documents incorporated into these Technical Specifications by reference.

**Work:** The entire completed construction and the various separately identifiable parts thereof required to be furnished by the Contractor under the Contract Documents. Work includes, and is the result of, performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, performing or furnishing services or transportation, performing treatment, and furnishing documents, all as required by the Contract Documents.

**Work Zones:** Areas of the site where Work is conducted.

## 1.2 PROJECT DESCRIPTION

- A. The purpose of this section is to clarify, but not in any way limit or intend to limit the scope of work shown in the Contract Documents. The enumeration of the following items shall in no way be construed to exclude other items of work, or areas of responsibility, which are called for in the Contract Documents.
- B. The project described herein consists of the buildings and/or ancillary structures as listed in the Contract Documents (**SEE EXHIBIT A – BID Scope of Work**). In addition to the building and/or ancillary structures, it is expected that some buildings and/or ancillary structures will have additional physical features such as driveways, sidewalks, sheds, etc. which will also need to be removed.
- C. The objective of this scope of work is to completely demolish and remove all building materials related to each lot as well as all physical features identified on the individual lots in the Contract Documents. Each building and/or ancillary structure will also be restored by backfilling any basement holes, utility trenches, tree root holes, foundations, etc. to grade, and restoring with topsoil and seeding to establish permanent stabilization for each site. It will be the Contractor's responsibility to provide and maintain all appropriate Soil Erosion and Sediment Control measures per the Mercer County Soil Conservation District.

## 1.3 SCOPE OF DEMOLITION

- A. Provide all labor, materials, supplies, and equipment to demolish the existing building(s) and other site features as identified in the Contract Documents, and in these Technical Specifications.
- B. The buildings/properties to be demolished are abandoned properties owned by the City of Trenton.
- C. Contractor acknowledges that he has visited the site(s) and the building(s) that are to be demolished. The Contractor is familiar with the conditions of the building(s) and accepts the building(s) as-is and can accomplish demolition of same.
- D. Perform the work in accordance with all Federal State and local regulations, including but not limited to The American National Standards Institute (ANSI) in its ANSI A10.6-1983— Safety Requirements for Demolition Operations and OSHA Standards for demolition:
  - 29 CFR 1926.20 General Safety and Health
  - 29 CFR 1926.100 Head Protection
  - 29 CFR 1926.103 Respiratory Protection
  - 29 CFR 1926.350 Gas Welding and Cutting
  - 29 CFR 1926.451 Scaffolds
  - 29 CFR 1926.501 Fall Protection
  - 29 CFR.1926.503 Training
  - 29 CFR 1926.850 Preparatory Operations
  - 29 CFR 1926.851 Stairs, Passageways, and Ladders
  - 29 CFR 1926.852 Chutes
  - 29 CFR 1926.853 Removal of Material Through Floor Openings
  - 29 CFR 1926.854 Removal of Walls, Masonry Sections, and Chimneys
  - 29 CFR 1926.855 Manual Removal of Floors
  - 29 CFR 1926.856 Removal of Floors, Walls, and Material with Equipment
  - 29 CFR 1926.857 Storage

- 29 CFR 1926.859 Mechanical Demolition

- E. Ensure that each building has been cleared and is unoccupied prior to conducting demolition activities.
- F. Demolition work in any phase shall proceed continuously until it is demolished to a condition where further collapse cannot be expected. No wall, roof, column, or other part of any structure shall be left in an unstable or hazardous condition where collapse may possibly occur.
- G. Prior to beginning the work, Contractor shall provide a comprehensive Site Specific Health and Safety Plan (SSHASP), including the name and resume of the designated Site Safety Officer.
- H. The Contractor will submit a Dust Control Plan, before commencing demolition and debris removal.
- I. The State Asbestos Code Official must be notified (609-633-2158). The Contractor/Sub-Contractor must be State Licensed in Asbestos Abatement.
- J. Prior to the initiation of demolition activities, a Pre-Existing Damage Survey of adjacent surrounding areas of each property will be conducted by a representative of the Contractor and submitted to the Owner/Construction Manager prior to initiating demolition activities. The survey shall include written and photographic documentation and will be made part of the project record. The Contractor shall take all necessary steps to avoid damage to the existing construction and surrounding buildings, streets and structures. All damage from this Contractor's work shall be the responsibility of the Contractor. The Owner/Construction Manager, at their discretion, may have the damage repaired at the Contractor's expense. Otherwise, repair of any damage is to be made by the Contractor at no additional cost to the Owner.
- K. The Contractor shall provide all labor and materials required to perform daily cleaning and removals of debris, generated from his work and deposit in his own dumpsters.
- L. Some of the structures are attached or semi-detached to adjacent structures to remain, which due to the close proximity of occupied structures often precludes the use of machines and require de-construction and stabilization of party walls, roofs and site specific repair to the adjacent structures (see Contract Documents).
- M. Some of the structures are free standing (single homes) which are suitable for machine/heavy equipment demolition.
- N. Prior to commencing any demolition work, utilities disconnections will be verified with associated signoffs. All underground utilities will be cut and capped at the property line, and a marker will be installed at grade to aid in future relocation of each service.
- O. The contractor must submit a water/sewer capping inspection manifest from the Trenton Water-Sewer Department before a pre-back fill inspection can be performed.
- P. The neighboring/adjoining properties must be notified before work commences. At the attached properties, the contractor must take interior as well as exterior pictures before starting, to avoid false claims.
- Q. The contractor assumes all liability. Failure to comply with the inspection process will force the Office to hold any payments due and to have the site re-excavated for the required inspections at the contractor's expense.
- R. Prior to commencing any demolition work, each structure will undergo removal of universal wastes including but not limited to: PCB ballasts, mercury switches and thermostats, HVAC system fluids, cleaning chemicals, paints, etc., and abatement of Asbestos Containing Materials (ACM) in accordance with the provided ACM Survey and Report documents, as well as the Asbestos Technical Specifications.
- S. All demolition work will be in accordance with the provided Performance Specifications.
- T. All slabs are to be removed unless otherwise instructed by the Code Official.

- U. All demolitions will require site restoration after the building and site features (if present) have been demolished. Site restoration shall require that the building/property be graded to allow for positive drainage/runoff of storm water from the site and shall include grading and seeding to prevent erosion from occurring on the property.
- V. The removal of other on-site structures and debris such as sheds, fences, concrete slabs, abandoned vehicles, trees may be required as part of the demolition scope of work on a case by case basis.
- W. Fencing of the properties after the demolition of the building/property is completed will be required unless determined otherwise, by the Owner (see Contract Documents).
- X. All tasks, requirements, deliverables, etc. contained in the Contract Documents are the sole responsibility of the Contractor unless specifically assigned to others. Work to be performed by the Contractor includes, but is not limited to, the following:
  - 1. Prepare all submittals described in the Contract Documents.
  - 2. Obtain all insurance coverage required by Owner.
  - 3. Prepare and implement a Contractor Health and Safety Plan (HASP).
  - 4. Prepare and implement a Site Operations Plan.
  - 5. Identify and obtain all construction-related permits needed for completion of the Work, except for those identified as the responsibility of others in the Contract Documents.
  - 6. Abide by the provisions of all permits and provide coordination and adequate notice of any construction activity which will require an inspection.
  - 7. Maintain a secured worksite by controlling access at all points of entry.
  - 8. Provide clear pathways at all times for emergency vehicles to enter and exit the Site.
  - 9. Install, operate, and maintain temporary facilities and controls, including:
    - a. Perimeter security and privacy fencing.
    - b. Storm water and erosion controls.
    - c. Temporary construction entrances.
    - d. Environmental controls, including dust abatement and odor abatement.
    - e. Worker health and safety measures.
    - f. Temporary sanitary facilities.
    - g. Material management and loading areas and stockpiles.
    - h. Signage, work area, and traffic controls.
    - i. Excavated material management/loading areas.
    - j. Site ingress and egress for all equipment, deliveries and operational requirements.
  - 10. Perform utility location tasks as per Section 02 41 00.
  - 11. Identify and protect existing utilities and Site features designated by the Owner/CM to remain after the Project is complete.
  - 12. Properly abate and dispose of any structures, debris and waste material within the Project Limits. Import clean backfill material to fill in any voids left from demolition/removal and place, grade and compact to provide positive drainage offsite. Obtain any applicable permits, waivers, and certifications. Provide the Owner/CM with documentation of proper disposal.
  - 13. Proper handling, packaging, documentation, transportation and disposal of all wastes.
  - 14. Clear and grub only site vegetation, trees, and shrubs that directly impact the work to demolish and remove all designated building structures and site features.
  - 15. Construct and maintain temporary stockpiles to contain demolished building materials for export from the site, and imported fill material to be used as backfill.
  - 16. Patch and repair – or if necessary, replace – asphalt, concrete sidewalks, and/or access areas damaged by construction traffic over the course of the Work.



17. Reinstall or repair any Site features, utilities, and appurtenances that were designated by the Owner/CM to remain after the Work is complete but were either damaged or relocated by the Contractor during the performance of the Work.
18. Remove temporary facilities and controls at the conclusion of the Work.
19. Provide and perform any other equipment, Work, or submittals required to facilitate the items listed above and the Work described in the Contract Documents.
20. Implement all Soil Erosion and Sediment Control (SESC) requirements for this project in accordance with Specification Section 01 57 13. All SESC measures will be established and in place prior to commencement of any onsite work. All measures shall be properly maintained throughout the duration of work. At the completion of work, all permanent SESC measures shall remain in place and all temporary measures shall be removed.
21. Upon completion of all work (including demolition of existing foundations, footings, etc.) and after completion of backfill with clean fill and topsoil to final grade, provide stabilization of all disturbed areas with seeding, unless an alternative stabilization method is approved by the Owner/CM in accordance with the plans and specifications.
22. Provide all necessary and appropriately sized equipment (including but not limited to excavators, rollers, dozers, generators, hydraulic hammers, hoses, etc.) to adequately perform the work within the stated project schedule and in accordance with the Contract Documents.
23. The contractor shall undertake all work in a workman like manner, according to acceptable engineering standards, and in compliance with all Federal, State, and Local Codes, Standards, and Regulations. (This must pertain to all subject matters, not just hazardous materials).
24. The contractor must be aware of the required inspections in all operations especially if there is sidewall repair/reconstruction.
25. Demobilization.
26. Project closeout documentations, including all waste manifests and dump tickets, imported fill tickets, and all applicable permits.

#### 1.4 SCOPE OF UNDERGROUND/ABOVE-GROUND STORAGE TANK DECOMMISSIONING AND REMOVAL

- A. Each building has the potential for the presence of either an underground, or above-ground fuel storage tank. Where present and visible, one or the other was identified in the Contract Documents, and shall be properly decommissioned and removed in accordance with all applicable laws and regulations, including New Jersey Department of Environmental Protection. Where not apparent, make all reasonable attempts to identify and locate any existing UST's / AST's, and remove in accordance with plans and specifications and all applicable laws and regulations.
- B. All associated piping and appurtenances shall be removed along with each tank, prior to commencement of any building demolition work.

#### 1.5 ASBESTOS ABATEMENT

- A. Provide all materials, supplies, and equipment to remove the asbestos-containing materials, as identified in all attached specifications and/or work plans for the removal of Asbestos-Containing Materials, authored by the designated Architect/Engineer (A/E), as well as any and all other asbestos and asbestos-containing materials that may be located at the property whether or not specifically identified in the aforementioned documents.

Should a property be deemed to be an imminent hazard preventing entry, an ACM survey and corresponding specifications/work plans may not be available for some or all properties, in which case, the contractor shall handle and dispose of all demolition debris as though it were ACM.

- B. Contractor shall provide for all regulatory notification as required as well as associated fees.
- C. Phasing of the work area shall be at the discretion of the Contractor but shall not affect the Owner's schedule.
- D. Contractor shall attend weekly project meetings and shall identify an individual with fiduciary responsibilities to attend these meetings.
- E. Contractor shall provide for the sources for temporary water and power. Contractor shall retain the necessary subcontractors to provide for existing utilities connections/disconnections.
- F. Waste shall also be removed from the work area at the contractor's discretion.
- G. Contractor shall prepare the work area in accordance with New Jersey Department of Labor (NJDOL), New Jersey Department of Community Affairs (NJCA) and United States Environmental Protection Agency (USEPA) requirements.
- H. Upon approval of the Owner/Construction Manager, Contractor shall commence asbestos abatement activities. Abatement shall include the removal of all asbestos-containing materials and disposal of same as asbestos contaminated waste.
- I. Contractor shall then perform gross removal and timely bagging of the materials in accordance with NJDOL regulations.
- J. At the completion of "gross removal", Contractor Supervisor and Construction Manager shall inspect all work areas to verify that all ACM has been removed.
- K. Satisfactory final air clearance results shall include all air samples collected in the restricted areas during the abatement and shall be deemed acceptable if all air sample results as analyzed via PCM are less than 0.010 fibers per cubic centimeter (f/cc). Areas above this standard shall be re-cleaned and tested until acceptable. Samples shall be collected during the abatement of the exterior flashings and shall also remain below the 0.010 f/cc requirement.

#### 1.6 UNIVERSAL WASTE REMOVAL

- A. Remove, containerize, transport and dispose of all hazardous and non-hazardous wastes.
- B. Remove all residual waste material within any tanks, vessels, mechanical (HVAC) equipment, and boiler(s)
- C. Drain all air conditioning fluids, transformer oils, and other fluids where applicable. Load all materials into the appropriate containers, properly prepared for transportation and disposal.
- D. Remove and dispose of residual paints, cleaning and maintenance chemicals throughout the site(s).
- E. Remove and dispose of residual PCB ballasts, mercury switches and thermostats and fluorescent bulbs throughout the site(s).
- F. Protect all existing nearby storm water sewers, including piping, catch basins, and manholes. Precautions shall be made to ensure that demolition debris or dirt and residual product does not enter the storm water system.
- G. Attention to environmental compliance is also a requirement for work on-site. In the event of Contractor owned equipment oil leaks (hydraulic or otherwise), or spills, work shall be immediately suspended until the leak on the equipment is fixed and the spill is properly cleaned up by the Contractor. In the event of a spill or leak, the contractor shall immediately notify the Owner/Construction Manager. Any contractor spill or leak shall not affect the cost or schedule of the project.

## 1.7 BUILDING SEPARATION / SOFT DEMOLITION

- A. Contractor to disconnect and cap any remaining utility connections per code regulations.
- B. The building(s) may be attached to existing adjacent buildings that will remain, and must be protected during demolition. As such, heavy equipment/machinery will not be allowed when performing any soft demolition and building separation work adjacent to the existing buildings that will remain. Provide alternate means of performing the building separation / soft demolition work in the Contractors Site Operations Plan submittal.
- C. Include all proposed means of support and protection of existing attached buildings necessary to assure the structural integrity of those adjacent walls, roofs, foundations, footings, etc. in the Site Operations Plan submittal.
- D. The plans will identify those adjacent walls that will need to be protected/supported during any and all building demolition work (including building separation / soft demolition).

## 1.8 STRUCTURAL DEMOLITION PERMITS

- A. Prior to commencing work, obtain all necessary permits for building demolition work. The Contractor is responsible for all fees and costs, including engineering costs, associated with the work. All construction work shall conform to New Jersey State Building Code and respective Codes of the City of Trenton.
- B. Contractor shall obtain all permits, approvals and sign offs, including but not limited to:
  - Full Demolition;
  - Sewer, Water (Trenton Water Works – Department of Water & Sewer);
  - Gas, Electric (PSE&G);
  - Rodent Control (DOH);
  - Asbestos (NJDOH);
  - Boiler (DOB);
  - Site Fence;
  - Scaffolding Structure (if used); and
  - Waste Transportation Routes (DOT)

## 1.9 EXISTING CONDITIONS

- A. Neither the Owner, nor CM are responsible for any interpretation or conclusions drawn by the Contractor from data or information provided in the Contract Documents.
- B. Information regarding Site conditions is intended to assist the Contractor in preparing a Bid. The Owner/CM guarantee neither the accuracy of this information nor that this information is necessarily indicative of all conditions that may be encountered. Failure by the Contractor to understand and verify all existing conditions at or above the ground surface must not result in additional charges to the Owner. Failure by the Contractor to understand subsurface existing conditions that are accurately represented in the Contract Documents must not result in additional charges to the Owner. This includes the approximate number, type, and location of active and derelict subsurface utilities shown in the Contract Documents, and the presence of subsurface structures and foundations that can be reasonably inferred from the Contract Documents.
- C. The Owner/CM's best understanding of the existing conditions for the Site is shown on the Drawings and described in the Contract Documents and is the result of limited site explorations and surveys. The conditions prevailed at the time the explorations and surveys were made. The Contractor must perform pre-construction surveys or explorations of the

Site to determine current conditions at or above the ground surface prior to initiating the Work.

- D. Evaluate the adequacy of municipal, State, and Federal highways, roads, bridges, railroads, and waterways to support the performance of the Work.
- E. Prior to commencing Work, Contractor must verify the current condition of utilities and facilities at the Site. Protect existing utilities, structures, and facilities designated by the Owner/Construction Manager to remain at the Site after the Work is complete. Any damage caused by the Contractor, directly or indirectly, must be repaired or replaced in kind in a prompt manner as directed by the Owner/CM, at no additional cost to the Owner.

#### 1.10 CONTRACT DOCUMENTS

- A. The Contract Documents include these Technical Specifications, Drawings/Plans, figures, attachments, and addenda that are either included or referenced in the Request for Proposal package, or provided during the bidding and procurement period, and any subsequent approved Change Orders. In the case of a conflict between the Contract Documents, the more stringent requirement, as determined by the Owner/CM, controls. In the case of a conflict between the Contract Documents and the Agreement, the Agreement controls.
- B. It is not the intent of the Contract Documents to show every pipe, wire, conduit, utility connection, detail, appurtenance, etc. that may be necessary to complete the Work. The scope is implied by indicating the minimum Performance acceptable for completion of the work, and actual utilities locations will be verified by the Contractor prior to commencement of work.
- C. The organization and division of Work contained within the Contract Documents does not make the CM or the Owner an arbitrator to establish contract limits between the Contractor and any Subcontractor.
- D. The Drawings include notes. Refer to the Drawings in conjunction with these Technical Specifications.

#### PART 2 – PRODUCTS

Not Used.

#### PART 3 – EXECUTION

Not Used.

END OF SECTION 01 11 00

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01.00.00 – General Requirements**

**Section 01.14.00**  
**Work Restrictions**

**PART 1 - GENERAL**

**1.1. SUMMARY**

- A. This Section contains general restrictions to be followed during the performance of the Work. Other sections of these Technical Specifications may contain additional requirements/restrictions for performance of their specific subject matter.

**1.2. WORK SEASON AND MILESTONES**

- A. Plan to perform the Work during a single continuous work season. Work will not be suspended during the winter.
- B. Weather days should be included as part of the anticipated float for the Progress Schedule. Rain and snow events will not be considered grounds for extensions to the Contract Time.

**1.3. WORK HOURS**

- A. The normal work hours for the Project are between 07:00 and 19:00, Monday through Friday. Work must not be performed outside of the designated days and hours without approval in advance by the Owner and/or Construction Manager. Operation of heavy machinery is only permitted between the hours of 07:00 to 18:00, Monday through Friday.
- B. Any variation from normal work hours or work on Saturdays, Sundays or Holidays shall be subject to approval by the Construction Manager and Owner. Any request for a change must be made to the CM in writing (e-mail is acceptable) no less than 48 hours in advance.
- C. Equipment repairs may be performed, with advance notice and CM approval, outside of normal work hours.
- D. Conduct all Work between sunrise and sunset when there is adequate light so that the Work can be conducted safely and the CM can effectively observe the Work. Artificial lighting may only be allowed for emergency repair work unless specifically authorized by the CM. In that case, provide lighting that meets or exceeds OSHA regulations, or as deemed necessary by the CM for safety reasons.
- E. No contractor personnel may work alone on the Site. No intrusive or active work may be performed on the Site without the Construction Manager being present.

#### 1.4. CONTRACTOR'S USE OF PREMISES

- A. The Contractor's use of the Site is limited to the Work being performed under the Contract Documents, and must be in accordance with the terms of the Agreement and the SOW.
- B. Contractor must limit activities to the Project Limits shown in the Drawings
- C. Confine all operations, including the storage of materials, to the designated areas of the Site as shown in the Drawings, or as otherwise approved in writing by the Owner/CM. The Contractor is responsible for arranging for, and paying the costs of, any off-site storage or access for system operation, material delivery and handling.
- D. The Contractor is responsible for the security and safety of the Contractor's equipment and facilities. Neither Owner, nor Construction Manager are liable for loss or damage of Contractor's tools, vehicles, equipment, or materials, whatever the cause. Such loss or damage is not sufficient reason for changes or delays in the Progress Schedule.
- E. The Contractor is responsible for repair of any damage to roadways, facilities, trees, structures, and property on and adjacent to the Site due to Contractor negligence, carelessness, actions, errors, or omissions, or failure or malfunction of Contractor equipment.
- F. Contractor is responsible for maintaining safe ingress and egress to the Site from adjacent roadway(s) and control of safe access will be included in the Contractor's HASP and Site Operations Plan. If this requires flagging or traffic control measures, work may not be performed unless these controls are in place and operating.

#### 1.5. RESTRICTIONS ON FUGITIVE EMISSIONS, NOISE, AND VIBRATION

- A. Subcontractor is responsible for conducting all Work in accordance with Laws and Regulations concerning fugitive emissions, dust, noise/sound, and vibration levels.
- B. Fugitive Emissions
  - 1. Fugitive emissions monitoring may be performed and paid for by Others.
- C. Noise
  - 1. Contractor must develop a Noise Mitigation and Monitoring Plan prior to the start of work in accordance with NJDEP requirements for construction sites for approval by Owner/CM.
  - 2. Contractor must equip vehicles and motorized equipment with appropriate noise control devices to maintain noise levels that conform to current OSHA standards and state and local regulations. Take immediate steps to correct any deficiencies.
  - 3. Contractor must properly maintain all mufflers and noise control devices, and replace when necessary. Operate all construction equipment in the manner that it was intended. Excessive noise and vibration due to improper use of equipment is prohibited.

**1.6. EQUIPMENT LEFT ON-SITE**

- A. Secure all equipment left on-site outside of normal work hours.
- B. Ensure that all equipment, where feasible, is de-energized when left on-site and not in use to prevent electrical/fire/explosive hazards. Contractor is responsible for the security, operation, and maintenance of any systems that require such services outside standard work hours. If systems are operational outside the standard work hours, provide oversight at all times when equipment is in operation, or provide an electronic monitoring system with a remote communication feature to alert the appropriate personnel of a system failure. Repair system failures in a timely manner so the project schedule is not affected.

**1.7. COMMUNICATION WITH THIRD PARTIES**

- A. Representatives of project stakeholders may be present at the Site to observe and inspect the Work.
- B. Direct all requests for communication with third parties to Owner/CM or their designee. Do not communicate with third parties without a representative of Owner/CM present.
- C. Contractor is not allowed to communicate with regulatory agency personnel, the media/press, project stakeholders, elected officials, public, utility, etc. regarding the Work, except to the extent required by law or regulation.

**1.8. PERMIT CONDITIONS**

- A. Permit responsibilities are described in Submittals Section 01 41 00. The Contractor is responsible for conducting the Work in accordance with the terms and conditions of all permits and approvals issued for the Work, regardless of who was responsible for obtaining the permit or approval.

**1.9. ENVIRONMENTAL PROTECTION**

- A. For the purposes of this Section, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during construction, and to enhance its natural appearance at the conclusion of the Work. Comply with all applicable or relevant and appropriate, federal, state, and local laws to provide for the abatement and control of any environmental pollution arising from the performance of the Work.
- B. The Owner/CM may notify the Contractor in writing of any non-compliance with federal, state, and/or local laws. After receipt of the notice, immediately inform the Owner/CM of the proposed corrective action, and take such actions once they are approved by the Owner/CM. Failure or refusal to promptly comply may result in the Owner/CM issuing an order suspending or halting all or parts of the Work until satisfactory corrective action has been taken. Claims for extensions of time or for costs or damages due to the stop work order will be denied.
- C. Do not pollute any stream, river, waterway, roadway, or soil with fuel, oil, grease, lubricant, hydraulic fluid, bitumen, calcium chloride, acid, base, or other harmful material. Comply with the appropriate federal, state, and local regulations and guidelines for the handling and disposal of all materials.

- D. Review FEMA flood maps of the Site and surrounding area and be prepared to protect against storm flood events, erosion, and release of impacted material from the Site.
- E. Properly dispose of all debris and harmful material that may result from the performance of the Work. Remove any unauthorized dumped materials and restore the area as directed by the Owner/CM. Contractor must remediate any area contaminated as a result of unauthorized activity or dumping by the Contractor at no additional cost.

**PART 2 - PRODUCTS**

Not Applicable.

**PART 3 - EXECUTION**

Not Applicable.

**END OF SECTION 01 14 00**



**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 33 00**  
**Submittal Procedures**

**Part 1 – General**

**1.1 SUMMARY**

- A. This section summarizes the protocol and procedures for the preparation and delivery of required submittals.

**1.2 GENERAL REQUIREMENTS**

- A. Submittals are required on the items as described individually in each Section of these Technical Specifications.
- B. Provide all submittals in appropriate electronic format (i.e., document file, drawing file, image file, etc.) directly to the Owner/CM. The Owner/CM will forward them to the appropriate party for review.
- C. The Owner/CM reserves the right to request that any submittal be provided via paper copy. For all hardcopy submittals, provide three (3) copies unless otherwise directed.
- D. Use a cover form for each submittal. The cover form must include Project title; Project number; Contractor; subcontractor or supplier; date; submittal number; submittal description/title; applicable Technical Specifications Section and/or Drawing number; submittal exclusions; special issues, etc.
- E. Include calculations, drawings, shop drawings, plans, reports, records, photographs, videos, diagrams, and details with submittals where applicable to facilitate the review and/or approval.
- F. Use the same units of weights and measures on submittals as are used in the Contract Documents.
- G. Provide a statement that includes signature of entity responsible for preparing the submittal. An officer or other individual authorized to sign documents on behalf of that entity will sign certificates and certifications. Submittals requiring preparation by an engineer or surveyor must be signed and sealed by a Professional Engineer/Surveyor licensed to practice engineering in the jurisdiction where the Work is to be performed.
- H. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Prepare submittals that are complete and in sufficient detail for ready determination of compliance with the contract requirements.
- J. Resubmit based on Owner/CM's review, if requested. When performing a submittal revision, identify all changes made since previous submission. For each re-submittal allow the same number of workdays required for review as the original submittal.
- K. Schedule submittals to expedite Work. Provide the Owner/CM a minimum of five (5) working days, excluding transmittal time, for review. Submittals with shorter review periods are indicated on the Submittal Summary Table.

### 1.3 SUBMITTAL REGISTER

- A. Maintain a Submittal Register at the Site including the submittal number, description, date submitted, status, and date of approval/rejection.

### 1.4 SUBMITTAL REVIEW

- A. The Owner/CM will review all submittals solely for determining whether the information contained in the submittal conforms to the design concept of the Contract Documents. The Owner/CM will pass to the Owner all applicable submittals for review and approval. The Owner or Owner/CM will return the submittals with the following classifications:
  - 1. **Approved:** Work may proceed, no exceptions taken
  - 2. **Furnish as Corrected:** Work may proceed subject to comments, resubmittal not required
  - 3. **Revise and Resubmit:** Work may not proceed, resubmittal required for indicated items. Proceed with Work on other items subject to comments.
  - 4. **Rejected:** Work may not proceed, resubmittal required, submittal unresponsive and/or not in conformance with Contract Documents.
- B. Owner/CM's review is for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions or quantities. Approval of a specific item does not constitute approval of an assembly of which the item is a component.
- C. The Owner/CM's review and approval of the Contractor's submittals does not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor's responsibilities include, but are not limited to: dimensions to be confirmed and correlated at the jobsite; fabrication processes and construction means, methods, techniques, sequences or procedures; coordination of the Work of all trades; and performing all work in a safe and satisfactory manner.
- D. Owner/CM's review of submittals does not relieve the Contractor from responsibility for the subject of the submittal, including: errors or omissions in designs, details, calculations, analyses, test methods, materials, and its sole responsibility for means and methods of construction, and safe and successful construction of the Work.

### 1.5. PRE-CONSTRUCTION PERIOD SUBMITTALS

- A. All submittals are subject to review and approval by the Owner/CM. Submittals will not be approved until the Owner/CM has determined that they meet the minimum requirements of these Technical Specifications. Claims for lost time or requests for extensions based on rejected pre-mobilization submittals will be denied.
- B. Prepare and submit a Site-specific Contractor's Health and Safety Plan (HASP), as previously described in Submittals Section 00 73 19.
- C. Signed acknowledgement of Owner-specific safety requirements for contractors, if such a document is included in the Agreement or otherwise provided to Contractor.

- D. Contractor's initial baseline Progress Schedule, based on the Construction Milestones listed in the Contract Documents and per the requirements of Submittal Section 01 32 00.
- E. Perform the pre-construction surveys listed below. The pre-construction surveys must include the entirety of the Project Limits and a buffer extending at least 50 feet beyond the Project Limits. Submit the findings of the pre-construction survey to the Owner/CM for review and approval prior to mobilization.
  - 1. Video and/or photographic documentation of the existing conditions of the Site and surrounding area. Do not enter onto private property without prior written approval from the property owner.
  - 2. Video and photographic documentation of the existing road conditions for all roads to be used for hauling by the Contractor or subcontractors.
- F. Schedule of Permits:
  - 1. Submit a schedule of Contractor-required permits with approximate lead time. Indicate any action items or information required from the Owner/CM.
  - 2. Submit copies of all supplemental and/or recurring data required by the permits to the Owner/CM, as needed. Include documentation that the supplemental data was provided to the entity that issued the permit, according to the schedule required by the permit.
  - 3. Submit copies of fully executed permit applications and copies of issued permits to the Owner and Owner/CM.
- G. Prepare and submit a Site Operations Plan (SOP), as described in detail, below.

#### 1.6. SITE OPERATIONS PLAN (SOP)

- A. A draft Site Operations Plan is a required element of the bid.
- B. Prepare a narrative discussion with drawings to describe and illustrate the means and methods that will be used to execute the Work, including all work from mobilization to demobilization. The SOP should demonstrate that the Contractor understands the requirements, intent, and concepts contained in the Contract Documents. The SOP may be submitted in parts, so long as all parts are submitted by the submittal deadline. Organize the SOP for use in the field and for review. The SOP shall include a table of contents, sections and subsections, appendices, tables, drawings, data, etc. Scale drawings included in the SOP to no smaller than 60 feet per inch when printed at 11x17. This is equivalent to a scale of 30 feet per inch on a D-sized (22x34 inch) drawing.
- C. All components of the SOP are subject to review and approval by the Owner/CM. A change to any constituent component of the SOP (e.g., change in a Subcontractor) must be approved by the Owner/CM.
- D. The SOP will be reviewed for both technical content and organization. At a minimum, the SOP must include final submittals with means and methods for the following project elements:
  - 1. Project Management and Coordination
    - a. Résumés of Project Manager, Site Engineer, SSHO, and Project Superintendent(s)

- b. Organization chart that identifies key personnel and subcontractors
  - c. Detailed list of proposed Subcontractors, including haulers, material suppliers, etc. For each proposed Subcontractor, include company address and the name and telephone number for the individual who will serve as primary point-of-contact for that company.
  - d. Provide applicable license or certification numbers for any Contractor or Subcontractor personnel identified to provide services for which licensure or certification is required.
  - e. List of any major equipment, systems, and materials
  - f. Manufacturer cut sheets for all products requiring approval by the Owner/CM prior to being incorporated into the Work
- E. Construction Progress Documentation
  - 1. Baseline Construction Progress Schedule
  - 2. Template for Daily Construction Reports
  - 3. Template for four-week look-ahead schedules
- F. A Noise Mitigation and Monitoring Plan prepared in accordance with NJDEP and City of Trenton requirements for construction sites.
- G. Mobilization, Site Preparation, Demolition, and Utility Location
  - 1. Identify the key equipment and materials to be mobilized to the Work Site prior to starting construction activities.
  - 2. Sequence and schedule for mobilization.
  - 3. Means, methods, and sequence for installation of site controls, including storm water controls, utility protection, and fences and gates.
  - 4. Means, methods, and sequence for locating and protecting active subsurface utilities within the Project Limits.
- H. Demolition and Backfilling Plan
  - 1. Provide drawings and narrative with enough detail to explain how demolition, and backfill will proceed throughout the Project.
  - 2. Describe how demolition will be performed, including the type of equipment required, the sequencing of the demolition with the other work to be performed.
  - 3. Provide a detailed forecast of average daily production rates for demolition, hauling, and backfilling. Include a discussion of anticipated factors and assumptions influencing production rates.
  - 4. Describe the means and methods for contaminated material management, including how clean fill will be kept separate from impacted materials.
  - 5. Describe how import backfill will be received, stockpiled, placed, and compacted.
  - 6. Describe how final grading, backfill, and cover will be performed.
- I. Any material changes to the Work, processes, staffing, sequencing, equipment, or materials will require an amendment to the SOP and a formal submission of the SOP amendment, which requires review and approval by the Owner.

**Part 2 – Products**

**Not Applicable.**

**Part 3 – Execution**

**Not Applicable.**

**END OF SECTION 01 33 00**

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 41 00**  
**Regulatory Requirements**

**Part 1 – General**

**1.1 SUMMARY**

- A. This section establishes responsibility for obtaining Project permits between the Owner/CM and the Contractor, and makes clear the Contractor's obligation to abide by applicable laws and regulations in the performance of the Work.

**1.2 SUBMITTALS**

- A. Prior to mobilization, submit a Schedule of Permits including approximate lead time. Indicate any action items or information required from the Owner/CM.
- B. Submit copies of all supplemental data required by permits with documentation that the supplemental data was provided to the entity that issued the permit according to the schedule required by the permit.
- C. Submit copies of completed permit applications to the Owner/CM for review prior to submittal of the permit application to the regulatory entity.
- D. Submit copies of fully executed permit applications and final permits to the Owner/CM as part of the Record Documents.

**1.3 PERMITS AND APPROVALS**

- A. The following permits may be required to perform the Work, based on the Owner/CM's experience with similar jobs. This list is not intended to be exhaustive, and it is the Contractor's responsibility to determine what other permits, if any, are also required to perform the Work.
  - 1. Local construction and demolition permits.
  - 2. Permits for temporary connections to utilities.
  - 3. Permits for temporary lane or road closures, if necessary.
- B. Contractor must pay for and provide all licenses, governmental charges, bonds, letters of credit, and inspection fees associated with permits that are the Contractor's responsibility.
- C. This Section may not describe all permits required for performance of the Work. Any permits not identified in this Section, or elsewhere in the Contract Documents, are the responsibility of Contractor.
- D. Regardless of who is responsible for obtaining a permit, the Contractor is responsible for performing in accordance with the terms and conditions of all project permits.

#### 1.4 LAWS AND REGULATIONS

- A. The Contractor must comply with all local, state and federal laws and regulations applicable to performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Owner/CM will be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If the Contractor performs any Work knowing or having reason to know that it is contrary to laws and regulations, Contractor will bear all claims, costs, losses, and damages caused by, arising out of, or resulting there from. However, it is not the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with laws and regulations.
- C. The State Asbestos Code Official must be notified (609-633-2158). The Contractor/Sub-Contractor must be State Licensed in Asbestos Abatement.
- D. The contractor must submit a water/sewer capping inspection manifest from the Trenton Water-Sewer Department before a pre-back fill inspection can be performed.
- E. The neighboring/adjoining properties must be notified before work commences. At the attached properties, the contractor must take interior as well as exterior pictures before starting, to avoid false claims.
- F. The contractor assumes all liability. Failure to comply with the inspection process will force the Office to hold any payments due and to have the site re-excavated for the required inspections at the contractor's expense.
- G. The contractor shall undertake all work in a workman like manner, according to acceptable engineering standards, and in compliance with all Federal, State, and Local Codes, Standards, and Regulations. (This must pertain to all subject matters, not just hazardous materials).
- H. The contractor must be aware of the required inspections in all operations especially if there is sidewall repair/reconstruction.
- I. Set forth below are some of the laws and regulations applicable to the Project. The listing of specific laws and regulations in this Section is for information only. The fact that a law or regulation is not listed does not relieve the Contractor of its responsibilities for compliance.

##### 1. Federal Laws and Regulations:

- a. Carriage by Public Highway (49 CFR 177). These Regulations prescribe federal Department of Transportation requirements that are applicable to the acceptance and transportation of hazardous materials by various carriers in motor vehicles.
- b. Occupational Safety and Health Administration (OSHA) Standards for Hazardous Waste Site Operations and General Construction Activities (29 CFR 1910.120, 1926). These Regulations protect the Health and Safety of on-site workers at construction sites.

Part 2 – Products

Not Applicable.

Part 3 – Execution

Not Applicable.

END OF SECTION 01 41 00

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 50 00**  
**Temporary Facilities and Controls**

**Part 1 – General**

**1.1 SUMMARY**

- A. The Work required under this section includes furnishing all labor, equipment, supplies, laboratory testing, materials, and performing all operations required to establish, maintain and remove temporary facilities and controls at the Site during the performance of the Work.

**1.2 SUBMITTALS**

- A. Prior to mobilization, submit a Site Operations Plan (SOP) as described in Submittal Section 01 33 00. The SOP must address elements of the temporary facilities and controls listed in this Section.
- B. Prior to the start of any ground disturbing activities, submit copy of the NJ One Call (811 or 800-272-1000) ticket and confirmation of utility markout of all public and private utilities located at the Site.

**1.3 ELECTRIC SERVICE**

- A. A licensed electrician must perform all electrical Work.
- B. Contractor must provide electrical connections to all facilities and equipment that require electrical power for the performance of the Work.
- C. A diesel-powered electrical generator may be used to power facilities/equipment for short term purposes in the event of problems with the regular electric service. In that case, use a licensed electrician to perform all service connections and disconnections from the facilities/equipment and implement noise controls to muffle engine noise. Temporary generators may not run outside of normal work hours unless in full compliance with City of Trenton Fire Department requirements and including fire guards.
- D. All electrical connections must meet appropriate National Electric Manufacturers Association (NEMA) ratings consistent with the intended service.

**1.4 POTABLE WATER SERVICE**

- A. Contractor must provide, maintain, and pay for a suitable quantity of bottled potable drinking water for all on-site personnel. Furnish individual bottled water containers at locations near the Work being conducted, as necessary and prudent to keep workers supplied with drinking water. During summer months, provide the option of bottled water on ice at these locations.

**1.5 SANITARY FACILITIES**

- A. Provide a sufficient number of portable toilets with hand sanitizers for Contractor and Subcontractor crews, Construction Manager, Owner, and visitors in accordance with usage ratings, or as otherwise directed by the Owner/CM.



- B. Portable toilets and hand-sanitizing stations must be serviced per capacity requirements, and at minimum twice per week.
  - C. The portable toilets and hand sanitizing stations must be installed during mobilization and maintained in clean and sanitary condition until Substantial Completion.
  - D. Provide and maintain in clean, good working order, other personnel decontamination facilities required by the Contract Documents or the Contractor's HASP.
- 1.6 TRAFFIC CONTROL
- A. Contractor must furnish, install, and maintain traffic control signs in accordance with requirements of the City or as otherwise deemed necessary by the Construction Manager for the safety of workers at the Site and the public.
  - B. Provide a dedicated flagger during trucking activities on adjacent roadways if deemed necessary either by the Owner/CM or by the City.
- 1.7 BARRICADES AND ENCLOSURES
- A. Install the perimeter fence as shown on the Drawings or as otherwise directed by the Construction Manager.
  - B. To avoid damage to subsurface utilities, all fence post holes must be excavated using hydro-excavation soft-dig techniques. Do not direct-drive fence posts or mechanically auger fence post holes.
  - C. Repair or replace any Site fencing damaged by Contractor's activities.
- 1.8 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS
- A. Remove temporary utilities, equipment, facilities and controls, prior to submitting final application for payment.
  - B. Remove all materials, vehicles, rubbish, debris, and wastes from the Site prior to submitting final application for payment.

## Part 2 – Products

Not Applicable.

## Part 3 – Execution

- 3.1 EQUIPMENT LEFT ON SITE
- A. Secure all vehicles and equipment left on the Site.
  - B. De-energize and lock all equipment left on the Site when not in use to prevent electrical/fire/explosive hazards.
  - C. Winterize any systems requiring freeze protection to avoid damage or failure.
  - D. Contractor is responsible for the security, operation, and maintenance of all equipment and systems at the Site.
  - E. Repair system failures in a timely manner such that the Progress Schedule is not affected.
- 3.2 SITE SECURITY/FIRE
- A. Take security precautions as necessary to prevent any unauthorized access to the work area, and to control construction traffic to and from the Site.
  - B. If instructed by the Owner/CM, provide manned overnight security/fire watch services during all non-working hours, including weekends and holidays. Contractor may elect to provide a security guard even if not required by Owner/CM, but in that case it will be at Contractor's expense.

- C. Security personnel; if necessary, employed during non-working hours must, at a minimum, meet the following requirements:
  - 1. Be literate in the English language.
  - 2. Be briefed on Site hazards.
  - 3. Have access to a telephone.
- D. Personnel assigned to perform Site security are not required to adhere to the training, certification, and medical monitoring program defined in Contractor HASP. However, security personnel must be briefed on all hazards present.

END OF SECTION 01 50 00

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 57 13**

**Temporary Erosion and Sediment Controls**

**Part 1 – General**

**1.1 SUMMARY**

- A. The Work required under this section includes furnishing all labor, equipment, supplies, materials, and performing all operations required to establish, maintain and remove temporary erosion and sediment controls at the Site during the performance of the Work.

**1.2. PERFORMANCE REQUIREMENTS**

- A. Implement the sediment and erosion control aspects of the Work in accordance with the Demolition Plans showing Soil Erosion and Sediment Control measures.
- B. Furnish and install all required sediment and erosion controls prior to the start of excavation Work, and maintain the controls for the duration of the Work.
- C. Implement best management practices to prevent sediment from leaving the work area. Prevent sediment from entering roadways, and/or any nearby bodies of surface water, etc.
- D. In the event of federal, state, or local water pollution or wetlands law violations requiring mitigating action, any violations or penalties incurred by the Contractor's personnel, correct and pay for equipment or construction activities to remedy the violation. If corrections are not performed promptly or to the responsible agencies' satisfaction, the Owner reserves the right to perform the corrective Work and to deduct the costs of the corrective Work from the Contractor's invoice or retainage.

**PART 2 PRODUCTS**

**2.1. SILT FENCE**

- A. Silt fence, unless otherwise specified, must be as required by the NJ Soil Erosion and Sediment Control Standards.

**PART 3 EXECUTION**

**3.1. SITE GRADING FOR STORM WATER CONTROLS**

- A. Grade the ground surface as necessary to achieve flow patterns for effective storm water control and runoff.
- B. Stabilize all soils disturbed during the Site preparation.

**3.2. EROSION CONTROL STRUCTURES**

- A. Construct and maintain the erosion control structures as described on the Drawings and in the SESC. Relevant structures include but are not limited to: silt fences, hay bales, perimeter soil berms, and catch basin / curb inlet protection.

**3.3. SURFACE WATER RUN-ON/RUNOFF CONTROL**

- A. Install temporary control measures as required to protect adjoining properties from surface drainage caused by construction operations.

- B. Prevent storm water from adjacent areas from entering the work areas.
- C. Prevent surface water run-on/runoff from transporting sediment or impacted material off the Site.
- D. All control measures necessary for storm water management are the Contractor's responsibility.
- E. Where construction vehicle access routes intersect public roads, install and maintain wheel washes and construction entrances to minimize the transport of mud, soil and dust onto the public road. If soil, mud, or dust is transported onto a road surface, clean the road thoroughly immediately to the satisfaction of the Construction Manager. Remove soil from the roads by shoveling, sweeping or mechanical cleaning equipment. Transport sweepings to an on-site soil stockpile area. Do not street wash with water until the soil has been removed to the extent practical by sweeping.
- F. Handle and dispose of all pollutants that are generated on the Site during demolition in a manner that does not negatively affect storm water runoff quality.

#### 3.4. INSPECTION AND MAINTENANCE

- A. Inspect and provide a report on all erosion and sediment controls at least once every seven days, regardless of rainfall, or as directed by the demolition permit requirements. Indicate deficiencies and corrective action.
- B. Remove sediment deposits and place them in a location designated by the Owner/Construction Manager. Do not allow sediments to migrate off site.
- C. Maintain erosion control structures as necessary, and replace damaged erosion control structures as needed or otherwise directed by the Owner/Construction Manager.
- D. Immediately repair damage to erosion and sediment control systems.

#### 3.5. REMOVAL AND DISPOSAL

- A. At the conclusion of the Work, remove all installed elements of erosion control structures including impermeable liners, filter fabric, silt fence and wire reinforcement, hay bales, and support posts unless otherwise directed by the Owner/Construction Manager. Properly dispose of erosion control debris at an approved landfill.
- B. Remove erosion and sediment control materials in such a way as to minimize ground disturbance and the potential for future erosion and/or sediment transport. Fill, compact, and stabilize all disturbed ground, including trenches associated with the removal of erosion and sediment controls, as directed by the Owner/Construction Manager.

END OF SECTION 01 57 13

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 01 00 00 – General Requirements**

**Section 01 57 16**  
**Temporary Pest/Rodent Control**

**Part 1 – General**

**1.1 SUMMARY**

- A. The Work required under this section includes furnishing all labor, equipment, supplies, materials, and performing all operations required to mitigate or eliminate any possibility of encountering rodents or pests inhabiting the existing dwellings or any other onsite structures or features including vegetation.

**1.2. PERFORMANCE REQUIREMENTS**

- A. Furnish and install all necessary mouse and rat traps and any other appropriate controls prior to the start of demolition Work, and maintain the controls for the duration of the Work.
- B. Implement best management practices to prevent attraction of any new rodent populations during the scheduled demolition work.
- C. Use a fully Trained Licensed and Certified Rodent Control subcontractor experienced in identifying and controlling all rodent populations, and who uses industry standard humane methods and products.
- D. Identify any other pests that would potentially create a health hazard such as wasps, ticks, etc. and provide necessary controls to mitigate potential exposure to dangerous or unhealthy encounters.

**PART 2 PRODUCTS**

Not Applicable.

**PART 3 EXECUTION**

**3.1. METHODS OF CAPTURING RODENTS**

- A. Where live capture or kill traps are used, they must be checked regularly and any animals caught, and that are still alive must be killed humanely.
- B. All methods used shall ensure the humane treatment of animals.
- C. Only use traps designed to catch or kill your target animal.

**3.2. DISPOSAL OF DEAD RATS AND MICE**

- A. Rats and mice (dead or alive) can carry infections that are dangerous to humans and other animals. If killed by rodenticides, carcasses are likely to carry residues of rodenticides that can present serious risks to wildlife scavengers or predators. Dispose of carcasses, bait stations and uneaten bait carefully and hygienically according to current regulations and the advice of rodenticide product labels.

END OF SECTION 01 57 16

**\*\* PERFORMANCE SPECIFICATIONS \*\***

**Division 02 00 00 – Existing Conditions**

**Section 02 41 00**

**Building Demolition and Removals**

**Part 1 – General**

**1.0 REFERENCED SPECIFICATION SECTIONS**

Section 01 11 00 Summary of Work (1.3 Scope of Demolition)

Section 01 41 00 Regulatory Requirements (1.4 Laws and Regulations)

**1.1 DESCRIPTION**

A. Contractor shall furnish all labor, materials, equipment and incidentals required for demolition, removals and disposal work shown, specified and necessary to complete the Work.

1. The work under this section includes, but is not limited to, demolition and removals of existing structures, materials, and equipment as necessary to perform the Work as shown and specified. The Work includes, but is not limited to, masonry, piping, utilities, mechanical, structural, plumbing, electrical, telephone, telecommunications, asphalt, concrete and other elements as shown and specified. The Contractor shall be responsible for identifying the need for, designing and implementing all temporary bracing and supports required to perform the Work safely and efficiently. Temporary bracing and supports shall be removed and disposed of by the Contractor when they are no longer required.
2. Concrete and asphalt pavement and concrete floor slabs shall be neatly saw cut through their entire depth prior to removal.
3. Remove existing concrete and asphalt debris piles and any other debris piles within the limits of Work.

B. Removal and Disposal of Asbestos-Containing Materials:

1. The Contractor shall provide all labor, equipment and materials necessary to remove and dispose of all asbestos-containing materials present in the areas of the Work. See applicable specification for abatement of Asbestos Containing Materials ("Section 02 82 00 Asbestos & Hazardous Building Materials Remediation").C. Removal and disposal of Universal Wastes, including electrical and electronic equipment, fluorescent lamps and ballasts, PCB and mercury containing equipment as required as part of demolitions shall be performed by the Contractor in accordance with all applicable federal, state and local laws and regulations. See applicable specification for removal of Universal Wastes ("Section 02 82 00 Asbestos & Hazardous Building Materials Remediation").

**1.2 GENERAL**

- A. It is the responsibility of the Contractor to visibly inspect the site prior to submittal of a bid to demolish.
- B. It is the responsibility of the Contractor to file all the necessary applications and obtain all required permits before commencement of demolition operations.
- C. It is the sole responsibility of the demolition Contractor to remove and dispose of all demolition debris, rubble, building materials, contents of the building and other debris not associated with the demolition in conformance with the County of Mercer

Master Plan, The Mercer County Improvement Authority, and all applicable state and federal regulations, with regard to waste removal and disposal.

- D. It is the responsibility of the demolition Contractor to obtain all prior approvals from the various City and state agencies prior to the issuance of a demolition permit and the commencement of demolition operations.
- E. All bids shall be accompanied by a copy of the Bidders Certificate of Public Conveyance and Necessity issued by the New Jersey Board of Public Utility Commissioners, Department of Environmental Protection certificate number.
- F. All backfilling shall be made with suitable on-site or imported materials which are not too wet for proper placement. Filling materials shall be free from vegetation, masses of roots or individual roots, wood, mulch, blacktop paving materials or other organic or undesirable matter of any nature. Inert material, such as brick, broken concrete or plaster, shall be allowed only by direction of the Building Code Official, by approved site plan or a report prepared by a licensed engineer. Imported material shall be certified as "clean" either by sourcing the material from a licensed quarry as virgin material, or by appropriate environmental testing and compliance with the NJDEP Residential Direct Contact Soil Remediation Standards.
- G. Basement fills shall be placed and compacted. The fill shall be placed in layers not more than six inches thick, loose measurement, and mechanically compacted.
- H. The site shall be graded so as to drain to the curb and away from adjacent properties.
- I. All walls, foundations, footings, concrete pads, slabs and the like shall be demolished to a depth of not less than three feet below finished grade, or as directed by the Building Code Official.
- J. All concrete floors, slabs or similar constructions that are not ordered removed shall be broken sufficiently to prevent the accumulation or holding of any water.
- K. All underground tanks and piping shall be removed from the site, in compliance with federal, state and City regulations.
- L. Any sidewalks damaged or removed during the demolition shall be replaced with sidewalks that comply with specifications of the City of Trenton Department of Public Works.
- M. The Building Code Official shall have the authority to modify any one or more of the above standards if, in his/her judgment, the applicability of the particular standard would not be beneficial to the safety and integrity of any adjoining structures and if relaxation of the standards would not adversely affect the same.
- N. In buildings undergoing partial demolition and in buildings to be re-occupied by persons other than workers wearing appropriate NIOSH-approved respiratory protection, all friable asbestos or asbestos-containing material that will become friable during demolition must be properly removed.

The removal of asbestos shall require a construction permit in accordance with *N.J.A.C. 5:23-8.5*. Additionally, a demolition permit must be obtained pursuant to *N.J.A.C. 5:23-2*.

Asbestos abatement shall be done in accordance with all applicable provisions of this subchapter.

Air monitoring samples during the removal phase and final air samples after removal shall be required for an asbestos abatement project.

The project will not be subject to Subchapter 8 if there will be no re-occupancy. However, licensed personnel and clearance is required to comply with Dept. of Labor.

- O. In buildings undergoing full demolition and will not be re-occupied, the municipality will provide a notice of unsafe structure issued by the local Building Code Official as per N.J.A.C. 5:23-2.32(a). The Contractor must follow all requirements of 40 CFR Part 61 – National Emission Standards for Hazardous Air Pollutants, specifically Subpart 61 – Standard for Demolition and Renovation, specifically Subsections 61.145(a)(3), regarding project notification, procedures for asbestos emission control, proper wetting, asbestos waste handling, and supervisor/worker training requirements.

### 1.3 REFERENCES

- A. American National Standards Institute (ANSI)—ANSI A10.6 "Safety and Health for Demolition Operations."
- B. City of Trenton – Chapter 42 Building Construction - § 42-7 Demolition.
- C. OSHA Standards 29 CFR 1926, Subpart T, Demolition

### 1.4 JOB CONDITIONS

- A. Protection:
  - 1. Contractor shall execute the demolition and removal Work to prevent damage or injury to adjacent structures to remain, existing building services, occupants thereof and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from adjacent structures.
  - 2. Contractor shall provide shoring, bracing and support to prevent movement, settlement, or collapse of existing structures and facilities to remain. The Owner assumes no responsibility for the actual condition of the existing structures and facilities or for the condition of structures and facilities adjacent to the Work.
  - 3. Closing or obstructing of roadways and passageways adjacent to the Work by the placement or storage of materials will not be permitted, and all operations shall be conducted within the limits of the project site and with minimum interference to vehicular and pedestrian traffic.
  - 4. Contractor shall erect and maintain barriers, lights, and other required protective devices.
  - 5. Contractor shall repair damages caused by his operation to structures, facilities, etc. to remain at no additional cost to the Owner.
  - 6. Contractor shall design, erect, install and maintain temporary partitions and enclosures required to eliminate dust, noise and debris from impacting adjacent properties, buildings and occupants.
  - 7. The Work shall comply with the applicable provisions and recommendations of the National Fire Protection Association.
  - 8. Contractor shall exercise precautions for fire prevention. Burning of any kind shall not be permitted. Existing fire warning and prevention features shall be maintained by the Contractor in accordance with applicable codes, laws, regulations, and rules.
  - 9. Existing structures on the site may not be structurally sound and may be unsafe for occupancy. Contractor shall enter structures at his own risk.
- B. Scheduling:
  - 1. Contractor shall carry out all operations so as to avoid interference with operations of the Owner and local utility companies and to minimize impact on nearby building occupants.
  - 2. The Contractor shall be solely responsible for making all necessary arrangements



and for performing all necessary work involving the discontinuance and disconnection of all utilities and services.

3. Any structures, equipment, utilities, facilities, etc., removed without proper authorization, shall immediately be replaced to the satisfaction of the Owner and Owner/CM at no cost to the Owner.
- C. Notification: At least 48 hours prior to commencement of any demolition or removal, Contractor shall notify the Construction Manager in writing of his proposed schedule therefore. No removals shall be started without the permission of the Owner/CM.
- D. Explosives: No explosives will be permitted for this Project.

#### 1.5 PERMITS AND REGULATIONS

- A. All demolition permits shall specify the quantity of materials to be recycled, where they will be taken and how they will be handled.
- B. The Contractor shall prepare all submittals and obtain all necessary permits and approvals for the Work. The Contractor shall obtain permits and approvals, pay all fees, and maintain all insurance as required by federal, state and local agencies, for completion of the Work.
- C. The Contractor shall perform all Work in strict compliance with all applicable requirements of governing and public agencies and authorities having jurisdiction.
- D. The Contractor shall provide all required notifications to federal, state and local agencies prior to the Work.
- E. Copies of all applications to regulatory agencies for permits, and approvals as well as notifications shall be transmitted to the OWNER/CM at the time of issuance by the Contractor.

#### PART 2—PRODUCTS

Not Used

#### PART 3—EXECUTION

##### 3.1 GENERAL

- A. Disposal of Materials and Equipment:
  1. All materials and equipment removed shall become the property of the Contractor.
  2. Contractor shall dispose of all materials, equipment, debris, and all other items not to remain, off the site at approved disposal areas and in conformance with all applicable laws and regulations.
- B. Pollution Controls:
  1. Use temporary enclosures or other suitable methods to limit the amount of dust and dirt rising and scattering into the air in accordance with the approved Health and Safety Plan (HASP). Comply with governing regulations pertaining to environmental protection. Methods of dust control shall be subject to review by the Owner/CM.
  2. Dirt and dust controls shall be applied before, during and after razing and before removal from the site.
  3. Clean adjacent structures, facilities, and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to conditions existing prior to the start of the Work.
  4. The Contractor shall survey the condition of adjacent structures and improvements to remain prior to the start of the Work. It shall be the

Contractor's responsibility to create photographs and records of any prior settlement or cracking of structures, and the like, that may become the subject of possible damage claims. Contractor shall deliver to the Owner/CM prior to start of the Work a report documenting pre-existing conditions.

5. The Contractor shall be responsible for supplying all photographic equipment for recording pre-construction conditions. Three sets of preconstruction photograph documents shall be assembled. Two shall be transmitted to the Owner/CM and one set shall be retained by the Contractor.

### 3.2 DISCONNECTION OF UTILITIES AND SERVICES

- A. The Contractor shall provide and place temporary utility services necessary for completion of his work.
- B. The Contractor shall notify each of the utility agencies owning or controlling any services or appurtenances which may be affected by the Work sufficiently in advance of demolition to permit ample time to perform necessary mark-outs of all above and underground utilities and any work as necessary. The Contractor is solely responsible for identifying and locating all aboveground, on ground and underground utilities within the limits of Work, both inside and outside the building footprint.
- C. Prior to the issuance of a permit to demolish, the Contractor shall provide for the disconnection and termination of all water, sewer, gas, electric and telephone service facilities that are connected to the building, in conformance with the requirements of the City and the utility companies owning or controlling them. The Contractor shall notify the City and utility companies of the time any such disconnections need be made, and shall perform the work according to their standard practices and requirements and under their supervision, or arrange for its performance by their forces. The cost of any and all such utility work, including charges, if any, which may be made by the City or governmentally owned utility companies, shall be borne by the demolition Contractor. NOTE: The Contractor shall seal all sewer lines at the curb prior to the commencement of demolition operations.
- D. The Contractor shall, in all cases, provide all required notifications to the appropriate governmental agencies and utility agencies. The Contractor shall be responsible for all necessary arrangements with the utility companies and authorities. Excavations resulting from the removal of utilities shall be backfilled and pavement and landscaping shall be restored as shown on the Contract Documents and specified herein.
- E. It shall be the responsibility of the Contractor to confirm that all work to be Performed by public and private utility companies prior to demolition has been performed. Prior to commencing work, the Contractor shall verify the location of all facilities with the utility companies. The Contractor shall exercise extreme caution in the area of existing utilities scheduled to remain to avoid damage or breakage. Any utility line or service which is scheduled to remain and is cut off or interrupted by the Contractor's operation shall be restored at the Contractor's expense.
- F. In the event that required work to be performed by the utility companies is delayed for any reason and it can be shown that such delay in time delayed the Contractor's operation, the Contractor shall be compensated solely through extension of the Contract time. The Contractor agrees that in such instance he shall have no other claims against the Owner and the Construction Manager other than extended time in which to complete the Work.
- G. The Contractor shall remove pipes and cap disconnected services in accordance with the requirements of government authorities, the municipal authorities and the utility

- agencies. All capped utilities shall have a marker at grade.
- H. Utilities which are removed and have been impacted by site contamination shall be decontaminated by the Contractor prior to removal from the site in accordance with applicable laws and regulations.
  - I. All the above described utility disconnection work shall be complete prior to commencement of any demolition work. The Contractor shall provide photographic evidence of all utility disconnects and locations of associated markers at grade.
- 3.3 REMOVAL OF MATERIALS COATED WITH LEAD-BASED PAINT
- A. The Contractor shall observe and comply with all applicable provisions of the regulatory agencies having jurisdiction for notification and the testing, removal, monitoring, containment, labeling, off-site transport and disposal of lead-based paint and materials coated with lead-based paint, if required.
  - B. Certification of the treatment, removal and disposal of lead-based paint if required by the federal, state and local laws and regulations shall be filed with the appropriate agencies prior to commencement of demolition and removal work under this Contract. Copies of the certification, including manifests, shall be provided to the Consultant and Owner/CM.
- 3.4 STRUCTURAL DEMOLITION
- A. All demolition shall be conducted in accordance with applicable federal, state and local laws and regulations, including safety and health standards.
  - B. Demolition shall proceed in an orderly fashion. Work on any one structure shall proceed continuously until it is demolished to a condition where further collapse cannot be expected. No wall, roof, column, chimney or other part of any structure shall be left in an unstable or hazardous condition where collapse may occur. Shoring, bracing or such other means as may be necessary or which is ordered by the OWNER/CM to ensure the stability of any structure shall be provided by the Contractor in the event that any unstable or hazardous condition should arise throughout the life of the Contract. The Contractor shall provide interior and exterior shoring, bracing or other support to prevent movement, settlement, collapse and any damage to any structure to remain. All shoring, bracing, etc., shall be designed and certified by a Professional Engineer licensed to practice in the State of New Jersey and retained or employed by the Contractor.
  - C. The Contractor shall take precautions to protect public and adjacent properties from flying or falling debris. No blasting or burning will be permitted.
  - D. The Contractor shall demolish and remove all materials, structures and equipment as required to complete the Work. All sludges, liquids and gaseous materials shall be purged or removed and shall be tested, containerized, stored, labeled, transported and disposed of off-site in accordance with applicable federal, state and local laws and regulations.
  - E. The Contractor shall be responsible for any waste characterization analyses required by the disposal facility. Materials, structures and equipment to be removed shall be tested, containerized, stored, labeled, transported and disposed of off-site in accordance with applicable federal, state and local laws and regulations.

**3.5 CLEAN UP**

- A. Contractor shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste, and debris of every sort shall be removed and the premises shall be left clean, neat and orderly. Waste generated during demolition shall be removed from the site within five (5) business days of the time it is generated and disposed of off-site at a legal/approved facility.**

**END OF SECTION 02 41 00**

**\*\* PERFORMANCE SPECIFICATIONS \*\***

**Division 02 00 00 –Existing Conditions**

**Section 02 65 00**

**Underground and Above Ground Storage Tank Removal**

**Part 1 – General**

**1.1 DESCRIPTION OF THE WORK**

- A. The retained Contractor shall provide all labor, material, equipment, tools, layout, engineering, supervision, trucking, permits, transportation, fees, insurance, decommissioning, applicable taxes, and other incidental items necessary for the proper removal of existing underground and/or aboveground storage tank(s) (UST's and/or AST's) and existing piping, vents, fills, and associated ancillary items.

**1.2 RELATED SECTIONS**

- A. This Section is not to be used solely on it's own, but is to be used in conjunction and coordinated with all other sections of this Specification and Contract Documents pertaining to this project.

**1.3 REFERENCES**

**Tank Closures**

- A. American Petroleum Institute (API)
  - 1. RP 2003—Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents
  - 2. Publication 2015—Cleaning Petroleum Storage Tanks
  - 3. Publication 2015A—A Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning (Supplement to API Publication 2015)
  - 4. Publication 2217—Guidelines for Confined Space Work in the Petroleum Industry
  - 5. Publication 2219—Safe Operating Guidelines for Vacuum Trucks in Petroleum Service
- B. National Fire Protection Association (NFPA)
  - 1. 327—Standard Procedure for Cleaning or Safeguarding Small Tanks and Containers
- C. Resource Conservation and Recovery Act 40 CFR Parts 260 - 265.  
Note: The latest edition of all references shall apply.

**PART 2—PRODUCTS**

Not Used

**PART 3—EXECUTION**

**3.1 Procedure**

- A. Use demolition methods that will not crack, structurally disturb or damage adjacent property, structures, facilities, etc. Do not use explosives.
- B. The Contractor shall investigate and verify the location of all tank(s) and associated equipment to be removed, including appurtenant piping.
- C. Remove all materials, equipment and fixtures, and promptly dispose of off-site, in compliance with all applicable laws.

- D. The Contractor shall coordinate all required inspections and obtain all required permits for completion and closeout of all Work. Copies of all paperwork for inspections; permits, etc., shall be provided to the Owner/Construction Manager.
- E. The Contractor shall perform a utility survey and stakeout prior to the start of site work to confirm tank and piping locations and to ensure that adjacent utilities are not jeopardized.
- F. Contractor shall coordinate all Work with other facility operations and/or construction to avoid interference, conflict, and/or delays.

### 3.2 Flammability and Combustibility Considerations

- A. Flammable or combustible vapors are likely to be present in the work area. The concentration of vapors in the tank(s) and/or the work area may reach the flammable (explosive) range before venting is completed and a safe atmosphere is reached. Therefore, precautions must be taken to: (a) eliminate all potential sources of ignition from the area (for example, smoking materials, non-explosion proof electrical and internal combustion equipment), (b) prevent the discharge of static electricity during venting of flammable vapors, and (c) prevent the accumulation of vapors at ground level, (d) use only intrinsically safe communication equipment in construction zone.
- B. Refer to API Publication 2015 and Recommended Practice 2003 (or latest version) for general precautionary measures to follow during the vapor-freeing procedure.
- C. Before initiating any work and during work in the tank system areas or in the tank(s), a combustible gas indicator (CGI) shall be used to check for hazardous vapor concentrations. All open flame and spark-producing equipment within the vapor hazard area must be shut down. Electrical equipment (for example, pumps, portable hand tools, communication equipment, etc.) used in the area must be explosion-proof in accordance with NFPA 70B Class I, Division I, Group D or otherwise approved for use in potentially explosive atmospheres.
- D. The tank vapor space is to be tested by placing the combustible gas indicator probe into the fill opening with the drop tube removed. Readings should be taken at the bottom, middle, and upper portions of the tank, and the instrument should be cleared after each reading. If the tank is equipped with a non-removable fill tube, readings should be taken through another opening. Liquid product must not enter the probe. Readings of 10 percent or less of the lower flammable limit must be obtained before the tank is considered safe for removal.
- E. Combustible gas indicator readings may be misleading where the tank atmosphere contains less than 5 percent by volume oxygen, as in a tank vapor-freed with CO<sub>2</sub>, N<sub>2</sub>, or another inert gas. In general, readings in oxygen-deficient atmospheres will be on the high, or safe side. The Tank Contractor shall use an oxygen indicator to assess the oxygen concentration.
- F. Combustible gas indicator shall be properly calibrated according to the manufacturer's instructions (typically on pentane or hexane in air), and thoroughly checked and maintained in accordance with the manufacturer's instructions. Persons responsible for testing must be completely familiar with the use of the instrument and the interpretation of the instrument's readings.
- G. Remove liquids and residues from the tank(s) by using explosion-proof or air-driven pumps. Pump motors and suction hoses must be bonded to the tank(s) or otherwise grounded to prevent electrostatic ignition hazards. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck must be vapor-free. The truck should be located upwind from the tank(s) and outside the path

of probable vapor travel. The vacuum pump exhaust gases should be discharged through a hose of adequate size and length downwind of the truck and tank area. See API Publication 2219:2005 3rd Edition for vacuum truck operating and safety practices.

### 3.3 Procedure for Removal of Underground and/or Aboveground Tank Systems

Prior to the start of any work, the Tank Contractor shall:

- A. Remove all product to its lowest draw-off point.
- B. Drain all piping into the tank by forced air only. Location of existing product line check valves shall be verified by the Contractor to ensure proper drainage. If a check valve is indicated by interference to air flow, access tank top prior to draining lines.
- C. The liquid below the draw-off point is considered "tank-bottom" and must also be pumped out. The use of a hand pump or a vacuum pump is needed. This liquid consists of a floating layer of product, water and sediments. Pump out the entire tank bottom including the remaining product layer.
- D. Remove the fill tube, except when it is planned to vapor-free the tank by using an Eductor as described in (3.3 E. 2) d.). Disconnect all lines, including but not limited to the fill, gauge, product and vent lines. Cap or plug open ends of lines which are not to be used further.
- E. The tank should be made safe by using one of the following methods. In all methods, the tank atmosphere should be checked to ensure that petroleum vapors have been satisfactorily purged from the tank. Refer to API 1604 for purging recommendations.
  - 1) It is important to recognize that the tank may continue to be a source of flammable vapors even after following the vapor-freeing procedures described below. For this reason, caution must always be exercised when handling or working around tanks that have stored flammable or combustible liquids.
  - 2) Vent all vapors from the tank to building exterior at a minimum height of 12 feet above grade and 3 feet above any adjacent roof lines until the tank is purged of flammable vapors. The work area must be free from sources of ignition during any tank purging operations.

#### Purging Options

- a) Addition of dry ice; 1.5 pounds per 100 gallons of tank capacity. The dry ice should be crushed and distributed evenly within the tank's interior. As the dry ice vaporizes, flammable vapors will flow out of the tank. Therefore, observe all safety precautions regarding flammable vapors. Where practical, plug all tank openings except the vent after introducing the solid Carbon Dioxide (CO<sub>2</sub>) and continue to observe all normal safety precautions regarding flammable or combustible vapors. (Make sure that all of the dry ice has evaporated before proceeding). CAUTION: Skin contact with dry ice may produce burns.
- b) An alternative to dry ice is to introduce CO<sub>2</sub> gas directly into the tank (via the fill line) to purge flammable vapors. A minimum of one 75 lb. cylinder of CO<sub>2</sub> gas per 2000 gallons of tank volume should be used. Care must be exercised to prevent buildup of any static charge. The nozzle must be bonded or grounded and the gas introduced slowly to reduce static electricity.
- c) The use of a nitrogen gas (N<sub>2</sub>) is another acceptable method for inerting a tank. Vapors within the storage tank must be displaced with an amount of nitrogen gas equal to or greater than the volume of

the tank atmosphere. The nozzle must be bonded or grounded and the gas introduced slowly to reduce static electricity.

Note: The carbon dioxide (CO<sub>2</sub>) or nitrogen (N<sub>2</sub>) methods shall not be utilized if the tank is located indoors or is to be entered for any reason, as the atmosphere will be oxygen deficient. The inert gas shall be introduced through a single tank opening at a point near the bottom of the tank opposite the vent. When inert gases are used, they shall be introduced under low pressure to avoid the generation of static electricity. When using (CO<sub>2</sub>) or (N<sub>2</sub>), pressures in the tank shall not exceed 5 pounds per square inch.

CAUTION: The process of introducing compressed gases into the tank may create a potential ignition hazard as the result of the development of static electrical charges. The discharging device must therefore be grounded. Explosions have resulted from the discharging of CO<sub>2</sub> fire extinguishers into tanks containing a flammable vapor-air mixture. CO<sub>2</sub> extinguishers should not be used for inerting flammable atmospheres.

- d) Ventilation using an eductor-type air mover usually driven by compressed air is illustrated in API # 1604. The eductor-type air mover must be properly bonded to prevent the generation and discharge of static electricity. When using this method, the fill (drop) tube should remain in place to ensure ventilation at the bottom of the tank. Tanks equipped with fill (drop) tubes that are not removable should be purged by this method. An eductor extension shall be used to discharge vapors a minimum of 12 feet above grade and away from windows and discharged outdoors.
- F. The tank atmosphere must be tested to ensure that the tank is safe. If one of the first three methods (1, 2, or 3) was chosen to inert the tank, the tank interior shall be tested with an oxygen meter. The oxygen meter will give a reading of % oxygen per volume. For a safe condition, the reading should be no greater than 6-7% oxygen. Note: These conditions are not safe for tank entry. If the last method (4) was chosen to purge the tank, the tank interior shall be tested with a CGI or an explosion meter. The explosion meter will give a reading of % LEL (Lower Explosive Limit). For a safe condition, the reading should be 10% or less LEL. If the tank is not in a safe condition, then the purging or inerting process must be continued until the CGI reads less than 10% LEL. An inerting system decreases the probability of combustion of flammable materials stored in a confined space, especially a fuel tank, by maintaining a chemically non-reactive or "inert" gas, such as nitrogen, in such a space.
- G. Tanks can be cleaned at this point. Clean the inside of the tank, as per the recommendations contained in API 2015, to remove sludge and refuse that would create a vapor hazard if not removed. Dispose of product, sludge, tank rinse effluent in compliance with all applicable laws. Provide manifest(s) to Owner/CM for all contaminated materials transported off-site. Manifest(s) shall: indicate the type of product; volume collected; origin address; transporter's name; address; and license information; disposal facility's name, address, and license information; dates of transactions.
- H. Underground tanks can be removed from below the ground surface and brought to grade to complete the decommissioning process.
- I. As soon as the petroleum vapors are satisfactorily purged from the tank, cut one or more large holes in the tank top.



- J. At this point, the tank interior should be cleaned with a high pressure rinse using as little water as possible to remove loose scale, corrosion and residual product. Other methods acceptable to the Owner/CM may be utilized. In the case of a fuel oil storage tank where large amounts of sludge and/or tar may be present, it may be necessary to enter the tank and manually remove such wastes. As noted earlier, all safety precautions should be taken and the wastes recovered and drummed for proper disposal.
- K. A visual observation of the tank interior should be made; if any holes are discovered, or if petroleum is present beneath the tank indicated by visual observations, field screening, olfactory senses or sample results, then it must be reported as a spill to the Owner/CM and the NJDEP within two hours.
- L. Tanks which cannot be entered shall be cleaned in accordance with procedures outlined in NFPA 327 (most recent version) using steam.
- M. "Confined space entry permit" requirements shall be adhered to for safety of all workers during tank entry operations.
- N. The final step is to dispose of the removed tank. Once properly emptied and cleaned, petroleum storage tanks are not a hazardous waste and hence, may be disposed of at a landfill permitted under N.J.A.C. 7:26, or at a scrap yard.
- O. In order to make a tank acceptable for disposal at a scrap yard or sanitary landfill, the following steps shall be taken.
  - 1) The tank interior shall be cleaned by high-pressure spray rinse or other methods acceptable to the Owner/CM. The water collected from this operation shall be disposed of in same manner as the tank bottoms. A tank which is being discarded should be then rendered unusable by cutting entry holes at each end cap to make it acceptable for disposal at a sanitary landfill or scrap yard.  
 Note: The cleaning process described in step a. is acceptable for all storage tanks except for large #5 or #6 fuel oil storage tanks. The tar and sludge remaining in these tanks must be removed by manual cleaning methods. Tank entry for cleaning requires protective clothing, auxiliary air and masks for personnel involved. If leaded fuel was stored, particular attention shall be given to API publication 2015A.
- P. Tanks shall be labeled prior to removal from the site. (See API # 1604, Section 4.4.4). Labeling, at minimum, shall include date removed, tank contents, and tank size.

#### 3.4 Procedure for Disconnection and Removal of Piping and Controls for Petroleum Storage Tank Systems

Prior to the start of any work, the Contractor shall:

- A. Remove all product within the tank to its lowest draw-off point (See 3.9 above).
- B. Drain all piping into the tank by forced air only. Location of existing product line check valves shall be verified by the Contractor to ensure proper drainage. If a check valve is indicated by interference to air flow, access tank top prior to draining lines.
- C. Provide excavation and removal of all fill lines, including fill ports and spill boxes; vent lines, including all associated connecting, anchoring and supporting structures; supply and return piping, all piping shall be cut and capped at the building exterior.
- D. All monitoring system control wiring, if present, must be disconnected and removed from the tank and control box by a Licensed Electrician to meet the standards of the NYC 2011 Electrical Code.

END OF SECTION 02 65 00

**\*\*PERFORMANCE SPECIFICATIONS \*\***

**Division 02 00 00 —Existing Conditions**

**Section 02 81 00**

**Transportation and Disposal of Hazardous Materials**

**Part 1 – General**

**1.1 SUMMARY**

- A. This section includes transportation of asbestos abatement wastes, hazardous material wastes, demolished material and debris for off-site disposal. This work will be conducted by the Contractor.
- B. The Contractor shall comply with applicable requirements of this Section.
- C. The Contractor shall be solely responsible for proper loading of, and abiding by the load limits and weight limits for all vehicles leaving the Project site, and for any fines, taxes, penalties or judgments resulting from overweight or improperly loaded vehicles.

**PART 2—PRODUCTS**

**NOT USED**

**PART 3—EXECUTION**

**3.1 PREPARATION FOR TRANSPORT**

- A. Contractor shall coordinate transportation work with abatement/demolition work to maintain demolition production rates for completion of the work in accordance with the Contractor's Site Operations Plan (SOP). Slowing or stopping of abatement/demolition work by Contractor for reason of lack of transportation or availability of shipping containers will not be acceptable.
- B. Contractor shall ensure that wastes are properly prepared and loaded for shipment in accordance with all DOT regulations and disposal facility requirements, including an absence of free water.

**3.2 MANIFESTS**

- A. The Contractor will prepare and sign manifests, and prepare necessary paperwork for transportation and disposal of impacted materials and debris. All manifests shall be provided to the Owner/CM as a pre-condition of payment.

**3.3 TRANSPORTATION**

- A. The Contractor will coordinate transportation of waste off site.

**3.4 DISPOSAL**

- A. All waste generated from the demolition/removal work described in the specifications and on the Demolition Plans must go through the Mercer County Improvement Authority's waste flow control program. All Asbestos Containing Materials (ACM's) shall be managed/manifested as Hazardous Solid Waste which is ultimately landfilled at Tullytown/GROWS Landfill. Non-ACM construction debris will be managed and disposed through the Materials Recovery Facility (MRF) recycling transfer station.

B. Contact information for the Mercer County Improvement Authority (MCIA) are as follows:

1. Mercer County Improvement Authority Offices  
80 Hamilton Avenue, 2nd Floor  
Trenton, NJ 08611  
Email: mcianj.org
2. Mercer County Transfer Station  
1609 North Olden Avenue  
Ewing, NJ 08638
3. Tullytown/GROWS Landfill  
1000 New Ford Mill Road  
Morrisville, PA 19067

C. Transfer Station Dumping Procedure / New Accounts

1. All haulers must open an account with the Mercer County Improvement Authority (MCIA). Cash is NOT accepted at time of tipping. Accounts must be opened at the MCIA office at the following address: 80 Hamilton Ave 2nd Floor, Trenton, NJ, 08611. If you require directions, call (609) 278-8100
2. Every vehicle, excluding exempt vehicles under 9,000 lb GVW, which hauls waste to the transfer station must be registered with the New Jersey Department of Environmental Protection (NJDEP). Consequently, an account cannot be open without a valid NJDEP number for each transportation vehicle. Also, haulers must present a valid NJDEP card to the scale-master at the time of tipping.
3. Fill out, "application for hauler account", and bring to the MCIA offices. Tell the receptionist that you wish to open a hauler's escrow account. Based upon the capacity of the vehicle(s), the type of waste(s), and the frequency of trips to the transfer station, a deposit amount will be computed. The minimum amount is \$250.00. \*\*Check or Money Order Only! Cash is NOT accepted!
4. When dumping at the transfer station, you must submit a "Waste Origin and Disposal Form" at the scale-house FOR EACH LOAD.

3.4 PERMITS

- A. The Contractor shall obtain all required transportation permits for shipment of impacted materials and debris, including but not necessarily limited to, those identified in Section 3.3 C. Transfer Station Dumping Procedure / New Accounts.

END OF SECTION 02 81 00

**\*\* PERFORMANCE SPECIFICATIONS \*\***  
**Division 02 00 00 –Existing Conditions**

**Section 02 82 00**  
**Asbestos Remediation**

**Part 1 – GENERAL**

**1.1 SCOPE OF WORK**

- A. Contractors are advised that this project includes the removal of asbestos-containing building materials from and/or demolition of structures containing ACBM within multiple existing dwellings (to be demolished) within the City of Trenton.
- B. Provide for all regulatory notification as required, as well as associated fees, including USEPA per 40 CFR Part 61 (a)(3), NJ Department of Health & Human Services per NJAC 8:60 and NJ Department of Labor & Workforce Development per NJAC 12:120 – 7.2.
- C. Phasing of the work area shall be at the discretion of the contractor but shall not negatively affect the Owner's schedule.
- C. Attend weekly project meetings and shall identify an individual with fiduciary responsibilities to attend these meetings.
- D. Construct a separate remote decontamination facility at each individual property, or group of adjacent properties, in a location to be approved by Owner/CM.
- E. Provide for the sources for water and power. Contractor shall retain the necessary subcontractors to provide for the connections/disconnections.
- F. Provide for the de-energizing of the transformers and all electrical equipment for the required abatement.
- G. Waste shall also be removed from the work area and disposed of off-site in accordance with all local, state and federal regulations. The timing of the removal/disposal shall be at the contractor's discretion, but in no way shall it negatively impact the Owners schedule.
- H. Prepare the work area in accordance with New Jersey State Department of Labor & Workforce Development (NJSDOL) and USEPA requirements, as well as all other authorities having jurisdiction.
- I. Upon approval of the Owner/CM, Contractor shall commence asbestos abatement activities. Abatement shall include the removal of all asbestos-containing materials and disposal of same off-site as asbestos contaminated waste, in accordance with all local, state and federal regulations.
- J. Perform gross removal and timely bagging of the materials in accordance with NJSDOL regulations and all other authorities having jurisdiction.
- K. Where applicable, provide for the removal of fire doors intact and shall provide for the wrapping of fire doors with two layers of six (6) mil polyethylene plastic for proper disposal.
- L. At the completion of "gross removal," Contractor Supervisor and third party Asbestos Project Monitor (working for Owner/CM) shall visually inspect the work areas to ensure that all gross debris has been removed.
- M. Satisfactory final air clearance results shall include all air samples collected in the restricted areas during the abatement and shall be deemed acceptable if all air sample results as analyzed via PCM are less than 0.010 fibers per cubic centimeter (f/cc). Areas above this standard shall be re-cleaned and tested until acceptable. Samples shall be collected during the abatement of the exterior flashings and shall also remain below the 0.010 f/cc requirement.

1.2 ASBESTOS ABATEMENT QUANTITY SCHEDULE

- A. The Contractor is directed toward any and all applicable Asbestos Survey Report(s), prepared by the Architect/Engineer, for Schedules of Asbestos Quantity.  
**NOTE:** Contractors are advised that the quantities identified in the Asbestos Survey Report(s) are estimates only and the contractor shall bear the burden of verifying all quantities.

1.3 DESCRIPTION

- A. This specification/work plan covers the furnishing of all labor, materials, facilities, equipment, services, testing, appurtenances, permits and agreements necessary to perform the work required for asbestos abatement in accordance with federal EPA and OSHA regulations, as well as New Jersey State asbestos worker and company licensing codes and all other authorities having jurisdiction.
- B. Description of Work: Contractor to provide the services as follows:
1. Worker training and personnel protective equipment.
  2. Notifications, permits and approvals.
  3. Work area isolation, protection and asbestos abatement as described and as required by applicable code.
    - a. Work area isolation and protection as described herein and as required by applicable code.
    - b. Furnish all labor, materials, services, and equipment necessary for demolition and removal of certain building components under environmental control procedures as described herein.
    - c. Provide adequate protection of architectural surfaces and fixtures that are to remain undisturbed during the work. Proper clean-up, transport, and disposal of demolition and/or contaminated waste.
    - d. Provide access, support and protection to all authorized visitors and inspectors.
    - e. Provide Competent Person (as defined herein) on site at all times. No work will be allowed when Competent Person is not on site.
    - f. Provide engineering controls to reduce, control, and isolate any airborne particulate caused by the work. Controls shall include, but not be limited to, work area isolation with plastic sheeting, construction of framed wooden barriers, blanking and modification of existing HVAC duct work, installation of HEPA air filtration devices, construction of personnel decontamination/change rooms, and cleaning of the work area.
    - g. Complete decontamination of the work areas.
    - h. Application of a lock down to all work area surfaces.
- C. General sequence of the work shall be as follows:
1. Provide all required signage and permits in locations as required by New Jersey asbestos licensing codes.
  2. Erect construction barriers and/or similar visual and safety barriers to prevent view of asbestos containment by general public.
  3. Construct decontamination/change room and isolation barriers.
  4. Supply temporary electrical panel for the work as necessary.
  5. Install air filtration devices (AFD's) to obtain negative pressure in the work area as described herein.

6. Inactivate all supply and return HVAC into the work area. If HVAC to remain active to supply other areas, hard blank all supply and return outlets/inlets at the boundary of the work zone.
  7. Construct all final barriers, isolation and seals.
  8. Ensure work area under negative pressure via AFD's. Minimum negative pressure for work areas greater than 3,000 square feet is 0.05 inches WC.
  9. Conduct abatement of asbestos containing materials as identified in Scope of Asbestos Abatement and any associated drawings, sketches, or floor Plans provided in the Asbestos Survey Report(s). CONTRACTOR TO BRING TO IMMEDIATE ATTENTION OF BUILDING OWNER AND CONSTRUCTION MANAGER ANY CONFLICTS IN SCOPE OF WORK.
  10. Contractor to completely clean the entire work area with wet wiping and HEPA vacuuming sequences as required by federal, state and local code.
  11. Owner/CM to verify contractor completion of work by visual inspection; owner/APM reserve the right to conduct final quality assurance air sampling and/or dust sampling.
- D. The removal of asbestos shall require a construction permit in accordance with *N.J.A.C. 5:23-8.5*. Additionally, a demolition permit must be obtained pursuant to *N.J.A.C. 5:23-2*. Air monitoring samples during the removal phase and final air samples after removal shall be required for an asbestos abatement project and will be provided by the Owner. This project will not be subject to *N.J.A.C. 5:23-8* (Subchapter 8) as structures being demolished will not be re-occupied, however licensed personnel and clearance is required to comply with *N.J.A.C. 12-120 Asbestos Licenses and Permits* and *N.J.A.C. 8:60 Asbestos Licenses and Permits*.

#### 1.4 DEFINITIONS

- A. The following definitions shall apply to this project:
1. Abatement: shall mean any and all procedures physically taken to control fiber release from asbestos-containing materials. This includes removal, encapsulation, enclosure, and repair.
  2. Aggressive Sampling: shall mean a method of sampling in which the individual collecting the air sample creates activity by the use of mechanical equipment during the sampling period to stir up settled dust and simulate activity in that area of the building.
  3. AIHA: shall mean the American Industrial Hygiene Association, Falls Church, Virginia.
  4. Airlock: shall mean a system for permitting entrance and exit while restricting air movement between a contaminated area and an uncontaminated area. It consists of two (2) curtained doorways separated by a distance of at least three feet (3') such that one passes through one (1) doorway into the airlock, arranged and utilized to prevent direct air flow-through.

5. **Air Filtration Device (AFD):** shall mean a commercially manufactured portable exhaust unit equipped with HEPA filters, which in combination with strategically placed makeup air, establish a general exhaust system and a work area under negative pressure relative to surroundings. AFDs are NOT local exhaust equipment and are therefore ideally placed at the closest point of exhaust, utilizing minimal length of exhaust duct.
6. **Air Sampling:** shall mean the process of measuring the fiber content of a known volume of air collected during a specific period of time. The procedure utilized for asbestos follows the NIOSH Standard Analytical Method 7400, or the transmission electron microscopy (TEM) methods developed by the US EPA.
7. **Amended Water:** shall mean water to which a surfactant has been added.
8. **Asbestos:** shall mean any hydrated mineral silicate separable into commercially usable fibers, including but not limited to chrysotile (serpentine), amosite (cummingtonite-grunerite), crocidolite (riebeckite), tremolite, anthophyllite, and actinolite.
9. **Asbestos Code(s):** shall mean federal, state, and local regulations for the inspection, management, and abatement of ACM, and any ancillary regulations, monitoring/oversight procedures, and licensing requirements associated with same.
10. **Asbestos-Containing Material (ACM):** shall mean asbestos or any material containing or assumed to contain as dictated by asbestos code, more than one percent (1%) asbestos by weight.
11. **Asbestos-Containing Waste Material:** shall mean asbestos-containing material or asbestos-contaminated objects requiring disposal.
12. **Asbestos Inspector:** shall mean a duly licensed individual approved to conduct building inspections, collect bulk samples of suspect ACM, and evaluate the condition of asbestos in a building or structure.
13. **Asbestos Project:** shall mean any form of work performed in connection with the alteration, renovation, modification, or demolition of a building or structure which will disturb (e.g., remove, enclose, encapsulate) asbestos at quantities regulated by the particular jurisdiction.
14. **Asbestos Project Air Sampling Technician:** a duly licensed individual authorized to perform air sample collection as required under Federal asbestos codes.
15. **Asbestos Project Monitor:** a duly licensed individual or entity as required by Federal asbestos code authorized to perform third party oversight of asbestos abatement activities.
16. **Asbestos Supervisor:** shall mean a duly licensed individual as required by State asbestos code who supervises the handlers during an asbestos project and ensures that proper asbestos abatement procedures as well as individual safety procedures are being adhered to.
17. **Asbestos Worker:** shall mean a duly licensed individual as required by State asbestos code who disturbs, removes, repairs, or encloses friable asbestos material.
18. **Authorized Visitor:** shall mean the building owner and his/her representative, utility representative, and any representative of a regulatory or other agency having jurisdiction over the project.
19. **Building Owner:** shall mean an individual or corporation who owns the title or deeds to a specific property.

20. Certified Industrial Hygienist (CIH): shall mean an individual with a minimum of five (5) years' experience as an industrial hygienist and who has successfully completed both levels of the examination administered by the American Board of Industrial Hygiene.
21. Certified Safety Professional (CSP): shall mean an individual having a bachelor's degree from an accredited college or university and a minimum of four (4) years' experience as a safety professional and who has successfully completed both levels of the examination administered by the Board of Certified Safety Professionals.
22. Clean Room: shall mean an uncontaminated area or room that is part of worker decontamination enclosure system with provisions for storage of workers' street clothes and protective equipment.
23. Clearance Air Monitoring: shall mean the employment of aggressive sampling techniques with a volume of air collected to determine the airborne concentration of residual fibers and shall be performed as the final abatement activity. Depending upon the size of regulated areas and ACM, clearance sampling and analysis will be as per NIOSH 7400 (PCM) or Transmission Electron Microscopy (TEM) as per 40 CFR Part 763.
24. Competent Person: shall mean a representative of the Contractor who has the ability to recognize potential health and safety hazards of the site and the authority to establish and maintain appropriate controls to protect the environment and workers.
25. Consultant (Environmental): shall mean representatives of the business entity acting as the representative of the owner responsible for management of the asbestos abatement.
26. Containment: enclosure maintained under negative pressure which establishes the boundaries of a regulated area in which asbestos abatement occurs
27. Contractor: shall mean workers, supervisors, officers, or any representatives of the business entity contracted to perform asbestos abatement.
28. Curtained Doorway: shall mean a device which consists of at least three (3) overlapping sheets of plastic over an existing or temporarily framed doorway. One (1) sheet shall be secured at the top and left side, the second sheet at the top and right side, and the third sheet at the top and left side. All sheets shall have weights attached to the bottom to ensure that the sheets hang straight and maintain a seal over the doorway when not in use.
29. (WORKER) Decontamination Enclosure System: shall mean a series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers, materials, waste containers, and equipment, arranged and configured as per asbestos code(s).
30. Encapsulant (sealant)/Lockdown: shall mean liquid material which can be applied to asbestos-containing material and which temporarily controls the possible release of asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant). This may also be used to seal surfaces from which ACM has been removed (lockdown).
31. Encapsulation: shall mean the coating or spraying of asbestos-containing material with a sealant.



32. Enclosure: shall mean the construction of airtight walls and ceilings between the ACM and the facility environment, or around surfaces coated with ACM.
33. Environmental Consultant: shall mean the business entity, licensed as an Asbestos Project Monitor under Federal asbestos code(s), who will be responsible for oversight of Contractor activities for compliance with these specifications, inspection of work areas for final acceptability, and collection of air samples during and at the end (clearance) of asbestos abatement.
34. Equipment Decontamination Enclosure System: shall mean a decontamination system for waste materials and equipment consisting of a wash room and holding area separated by an air lock and configured/utilized as per asbestos code(s).
35. EPA: shall mean the Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460.
36. Equipment Room: shall mean a contaminated area or room that is part of the worker decontamination enclosure system with provisions for the storage of contaminated clothing and equipment.
37. Event: shall mean a circumstance in which the environmental controls, housekeeping, Contractor procedures and methods, barrier integrity, air monitoring data, pressure monitoring data, or similar events require temporary work stoppage and remedial measures by the Contractor.
38. Friable Asbestos Material: shall mean any asbestos or any ACM that can be crumbled, pulverized, or reduced to powder when dry, by hand or other mechanical pressure.
39. Glove bag Technique: shall mean a method for removing friable asbestos-containing material from heating, ventilation, and air conditioning (HVAC) ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contained work area. The glove bag assembly is a manufactured device consisting of a glove bag (constructed of at least six (6) mil transparent plastic), two inward-projecting long sleeve gloves, one inward-projecting water wand sleeve, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glove bag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process.
40. Heating, Ventilating, and Air Conditioning System: shall mean air handlers, exhaust fans, and associated air conveyance components (HVAC)
41. HEPA Filter: shall mean a high efficiency particulate air filter capable of trapping and retaining 99.97 percent of particles (asbestos fibers) at 0.3 micrometers mass median aerodynamic equivalent diameter.
42. Holding Area: shall mean a chamber in the equipment decontamination enclosure located between the washroom and an uncontaminated area.
43. Homogeneous Work Area: shall mean a portion of the work area which contains one (1) type of asbestos-containing material and/or where one type of abatement is used.
44. Industrial Hygiene: shall mean that science and art devoted to the recognition, evaluation, and control of those environmental factors or stresses, arising in or from the work place, which may cause sickness, impaired health and well-being, or significant discomfort and inefficiency among worker or among the citizens of the community.

45. **Industrial Hygienist:** shall mean an individual having a college or university degree or degrees in Engineering, Chemistry, Physics or Medicine, or related Biological Sciences who, by virtue of special studies and training, has acquired competence in industrial hygiene. Such special studies and training must have been sufficient in all of the above cognate sciences to provide the abilities:
- To recognize the environmental factors and to understand their effect on people and their well-being;
  - To evaluate, on the basis of experience and with the aid of quantitative measurement techniques, the magnitude of these stresses in terms of ability to impair people's health and well-being; and
  - To prescribe methods to eliminate, control, or reduce such stresses when necessary to alleviate their efforts.
46. **Large Asbestos Project:** shall mean an asbestos project involving the disturbances (e.g. removal, enclosure, and encapsulation) of two hundred sixty (260) linear feet or more of friable asbestos-containing material or one hundred sixty (160) square feet or more of friable asbestos-containing material.
47. **Minimum Exhaust Rate:** shall mean volume flow rate in air changes per hour to exhaust a minimum of 8 work area volumes; the number of units required shall assume 75% of the exhaust rating on the AFDs.
48. **Minor Asbestos Project:** shall mean a project involving the disturbance (e.g., removal, enclosure, encapsulation, repair) of more than three (3) linear feet, but not more than twenty-five (25) linear feet of friable asbestos-containing material or more than three (3) square feet, but not more than ten (10) square feet of friable asbestos-containing material.
49. **Movable Object:** shall mean a unit of equipment or furniture in the work area that is not attached to a portion of building structure and can be removed from the work area.
50. **Negative Air Pressure Equipment:** see AFD.
51. **NESHAPS:** shall mean the National Emission Standards for Hazardous Air Pollutants.
52. **NIOSH:** shall mean the National Institute for Occupational Safety and Health CDC—NIOSH, 4676 Columbia Parkway, Cincinnati, OH 45226.
53. **Non-Friable Organically Bound (NOB) Asbestos Material:** shall mean non friable ACM that is embedded in of asphalt, vinyl or similar matrix (i.e., mastic, adhesive, vinyl asbestos floor tile, etc.).
54. **Occupied Area:** shall mean an area of the worksite where abatement is not taking place and where personnel or occupants normally function or where workers are not required to use personal protective equipment.
55. **OSHA:** shall mean the Occupational Safety and Health Administration, 200 Constitution Avenue NW, Washington DC 20210.
56. **Person:** mean any individual, partnership, company, corporation, association, firm, organization, governmental agency, administration, or department, or any other group of individuals, or any officer or employee thereof.
57. **Personal Air Monitoring:** shall mean a method used to determine employees' exposure to airborne fibers. The sample is collected outside the respirator in the worker's breathing zone.
58. **Personal Protective Equipment (PPE):** shall mean appropriate protective clothing, gloves, eye protection, footwear, headgear, and approved respiratory protection acceptable to the Department.

59. Phase Contrast Microscopy (PCM): shall mean air sampling and analysis conducted as per NIOSH 7400; daily quality assurance monitoring and certain clearance sampling are conducted as per NIOSH 7400. Criterion for acceptable conditions by this method is 0.01 fibers/cc.
60. Plasticize: shall mean to cover floors and walls with plastic sheeting as herein specified.
61. Removal: shall mean the stripping of any asbestos- containing materials from surfaces or components of a facility or taking out structural components in accordance with 40 CFR 61 Subparts A and M.
62. Respiratory Protection Standard: shall mean respiratory protection provided to workers in accordance with the Personal Protection Requirements of the OSHA and the Department.
63. Shop Drawing: Shop Drawing: shall mean a document submitted by the Contractor to document any proposed change in the Work Plan or procedures previously approved by the Owner. At minimum, shop drawings to be ruled diagrams, to scale and/or with dimensions, containing a title block with drawing identification, date, and initials/signature.
64. Shower Room: shall mean a room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold running water controllable at the tap and arranged for complete showering during decontamination.
65. Small Asbestos Project: shall mean an asbestos project involving the disturbance (e.g. removal, enclosure, encapsulation) of more than twenty-five (25) and less than two hundred sixty (260) linear feet of friable asbestos-containing material or more than ten and less than one hundred sixty (160) square feet of friable asbestos-containing material.
66. Staging Area: shall mean the work area near the waste transfer airlock where containerized asbestos waste has been placed prior to removal from the work area.
67. Strip: shall mean to remove friable asbestos materials from any part of the facility.
68. Structural Member: shall mean any load-supporting member of a facility, such as beams and load-supporting walls, or any non-load-supporting member, such as ceiling and non-load- supporting walls.
69. Surfactant: shall mean a chemical wetting agent added to water to improve penetration.
70. Transmission Electron Microscopy (TEM): shall mean air sample collection and analysis as per 40 CFR Part 763 Subpart E used for clearance sampling. NOTE: Sample volumes shall be a minimum of 1800 liters and background asbestos shall be considered 30 structures/mm<sup>2</sup>.
71. Visible Emissions: shall mean any emissions containing particulate material that are visually detectable without the aid of instruments; one of the circumstances comprising an Event.
72. Washroom: shall mean a room between the work area and the holding area in the equipment decontamination enclosure system where equipment and waste containers are wet cleaned and/or HEPA vacuumed prior to disposal.
73. Wet Cleaning: shall mean the removal of asbestos fibers from building surfaces and objects by using cloths, mops, or other cleaning tools that have been dampened with water.

- 74. Work Area/Zone: shall mean designated rooms, spaces, or areas of the building or structure where asbestos abatement activities take(s) place.
- 75. Worker: shall mean asbestos worker and/or asbestos worker supervisor.
- 76. Worker Decontamination Enclosure System: shall mean that portion of a decontamination enclosure system designed for controlled passage of workers, and other individuals and authorized visitors, consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area by airlocks and curtained doorways.
- 77. Work Site: shall mean premises where asbestos abatement activity is taking place, and maybe composed of one (1) or more work areas.

#### 1.5 STANDARD OPERATING PROCEDURES

- A. Develop and implement a written standard procedure for asbestos abatement to ensure maximum protection and safeguard of the workers, visitors, employees, general public, and the environment from exposure to contaminants. The standard operating procedure shall ensure:
  - 1. Tight security from unauthorized entry into the work space.
  - 2. Restriction of contractor's personnel to the immediate work area and access/egress routes.
  - 3. Proper protective clothing and respiratory protection prior to entering the work area from the outside.
  - 4. Safe work practices in the work place, including provisions for inter-room communications, exclusion of eating, drinking, smoking, or breaking the respiratory protection.
  - 5. Proper exit practices from the work space to the outside through the decontamination facilities.
  - 6. Removing asbestos (or presumed) contaminated building materials in ways that minimize release of particulates.
  - 7. Packing, labeling, loading, transporting, and disposing of asbestos contaminated material in a way that minimizes exposure to personnel and/or contamination of occupied spaces.
  - 8. Emergency evacuation for medical or safety reasons.
  - 9. Safety from accidents in the work area, especially from electrical shocks, lacerations/puncture wounds, or injury from falls.
  - 10. Provisions for effective supervision and monitoring for excessive airborne dust levels in the work area.
  - 11. Engineering systems that minimize exposure to airborne asbestos in the space.
- B. Provide a Competent Person to provide continuous supervision of all work, and to be responsible for tasks as described in 1.14.
- C. Provide appropriately trained and licensed asbestos workers/handlers and supervisors as required by asbestos codes(s).

#### 1.6 NOTIFICATIONS, PERMITS, WARNING SIGNS, LABELS, AND POSTERS

- A. Provide signs, labels, warnings, and posted instructions that are necessary to protect, inform and warn people of the hazard from exposure to airborne mold.
- B. The Contractor shall be responsible for furnishing ALL permits, variances and notices required to successfully perform the work.

**1.7 EMERGENCY PRECAUTIONS**

- A. Contractor to establish emergency and fire exits from the work area.
- B. Contractor to provide list of all hazardous materials (i.e. solvents, strippers, cleaners, detergents, disinfectants, etc.) to be utilized and/or stored on site and their Material Safety Data Sheet (MSDS).

**1.8 SUBMITTALS**

- A. Contractor shall submit to Owner/CM at least five (5) days prior to start of work, the following documentation:
  - 1. A site specific health and safety plan (HASP) signed by a Certified Industrial Hygienist, which shall identify specific processes, procedures, and methods to reduce and control potential hazards. THIS IS ANTICIPATED TO BE NO MORE THAN 10 PAGES AND IS NOT THE CONTRACTOR'S CORPORATE HEALTH AND SAFETY POLICY.
  - 2. Identify (name and manufacturer) of expanding foam product(s) utilized to seal penetrations through structural/architectural surfaces prior to plasticizing.
  - 3. Shop drawings showing locations of worker and waste decontamination systems, location of AFD exhaust, location of makeup air, and calculations of AFD's to establish at least 8 air volume exhaust rate (air changes per hour) for removal of surfacing materials (4 air changes per hour for ACM), pathway of waste out of the building, and waste container location.
  - 4. Any proposed deviation from the requirements stated herein and/or original procedures or scope agreed upon by Owner/CM and the Contractor, shall be first submitted to owner as a proposal in shop drawings. Any change in Contractor cost resulting from such proposal shall be clearly indicated with the shop drawing submission.
- B. Contractor shall be prepared to submit copies of progress logs showing the number of workers, supervisors, hours of work and tasks completed, and items associated with unseen conditions and/or required work beyond the project scope for weekly project meetings.
- C. Any condition, item, or circumstance which may cause work outside of the project scope shall be brought to the immediate attention of the Owner (or designated Owner/CM) in writing. Any claim shall be accompanied with Contractor's daily log with relevant entries and assumptions used in formulating claim.
- D. Post abatement (closeout) submittals shall be provided by the Contractor to include:
  - 1. Project Log Book showing the dates and times of entrance and exit from Work Areas for all individuals, inspection requests/sign offs, and work progress logs.
  - 2. Contractor closeout documentation as required by local, state and federal asbestos code to include daily narrative by Contractor's Supervisor of pertinent events to include (but not limited to) work stoppage due to elevated airborne fibers and/or failure of barriers or negative pressure system, differential pressure logs, daily negative pressure/barrier integrity inspections/testing, and daily cleaning cycles of worker and waste decontamination enclosures.

**1.9 APPLICABLE STANDARDS, GUIDELINES, AND PUBLICATIONS**

- A. Applicable (federal) OSHA standards are incorporated into this specification. These include but are not necessarily limited to:
  - 1. 29 CFR 1910.134/1926.103 Asbestos

2. 29 CFR 1910.134/1926.103 Respiratory Protection
3. 29 CFR 1910.1200/1926.59 Hazard Communication
4. 29 CFR 1926.20 General Safety and Health
5. 29 CFR 1926.21 Safety Training
6. 29 CFR 1926.150-151 Fire Protection/Prevention
7. 29 CFR 1926.301 Hand Tools
8. 29 CFR 1910.331-335 Lock Out/Tag Out
- B. Applicable (federal) EPA standards are incorporated herein. These include but are not necessarily limited to:
  1. 40 CFR Part 61 Sub Part M (National Emission Standard for Asbestos)
  2. 40 CFR Part 763 (Asbestos Hazard Emergency Response Act; AHERA)
- C. Applicable state asbestos codes are incorporated herein. These include but are not limited to:
  1. N.J.A.C. 12-120 Asbestos Licenses and Permits
  2. N.J.A.C. 8:60 Asbestos Licenses and Permits
  3. N.J.S.A. 7:26 Transport and Disposal of Asbestos-Containing Materials
- D. Industry reference standards are incorporated herein
  1. ANSI Z8.2-80 Practice for Respiratory Protection
  2. ANSI C2-81 Electrical Safety
  3. ASTM E 1368-05 Standard Practice for Visual Inspection of Asbestos Abatement Projects
  4. NFPA 70E Electrical Safety
  5. EPA 560 OPTS86-0011 A Guide to Respiratory Protection for the Asbestos Abatement Industry
- E. Where a conflict in project specifications and applicable regulations occur, the most stringent shall apply.

#### 1.10 OWNER/CONTRACTOR RESPONSIBILITIES

- A. The Owner will ensure the work area as described herein is evacuated.
- B. Owner to provide Contractor with a list of items that cannot be removed and need special attention.
- C. If applicable, the Owner will stop all deliveries that may be scheduled to the work area while work is in progress.

#### 1.11 USE OF BUILDING FACILITIES

- A. The Contractor shall be responsible for obtaining all reasonably required amounts of water and electric power for completion of their work.
- B. The Contractor shall provide, at his own expense, all necessary electrical and utility tie-ins, extensions, and construction materials, supplies, etc.
- C. Contractor shall provide fire protection in accordance with all State and Local fire codes, as well as Owner's policy.
- D. When temporary utility installations are no longer required, they shall be removed by the Contractor.

#### 1.12 USE OF THE PREMISES

- A. Work hours to be 7:00 AM - 4:30 PM, Monday through Friday. Additional and/or altered hours shall first be approved by the Owner. In all cases, work hours shall conform to City of Trenton code requirements. See Specifications for General Requirements, Section 01 14 00 Work Restrictions.