

# **PROJECT MANUAL**

TEM Project No. 55137

ASBESTOS ABATEMENT WORK FOR 2018 GREENHOUSE DEMOLITION

For

McHenry County College 8900 US Hwy 14 Crystal Lake, Illinois 60012

TEM Environmental, Inc. 443 Duane Street Glen Ellyn, Illinois 60137

Date: February 20, 2018

55137

#### TABLE OF CONTENTS

# BIDDING AND CONTRACT REQUIREMENTS

DOCUMENT 00030 - ADVERTISEMENT FOR BIDS	1
DOCUMENT 00100 - INSTRUCTIONS TO BIDDERS	2
DOCUMENT 00300 - BID FORM	8
DOCUMENT 00410 - BID BOND1	0
DOCUMENT 00440 - SUBSTITUTION SHEET 1	11
DOCUMENT 00450 - AFFIDAVITS AND CERTIFICATIONS1	2
DOCUMENT 00700 - GENERAL CONDITIONS1	4
DOCUMENT 00800 - SUPPLEMENTARY1	5
DOCUMENT 00820 - PREVAILING WAGE REQUIREMENTS2	24
DOCUMENT 00850 - TECHNICAL PROPOSAL 2	25

# **DIVISION 1 - GENERAL REQUIREMENTS**

SECTION 01010 - PROJECT SUMMARY	27
SECTION 01026 - UNIT PRICES	
SECTION 01027 - APPLICATIONS FOR PAYMENT	
SECTION 01028 - CHANGE ORDER PROCEDURES	
SECTION 01030 - ALTERNATES	
SECTION 01040 - PROJECT COORDINATION	
SECTION 01060 - REGULATORY REQUIREMENTS	40
SECTION 01200 - PROJECT MEETINGS	
SECTION 01310 - CONSTRUCTION SCHEDULES	
SECTION 01370 - SCHEDULE OF VALUES	
SECTION 01410 - TESTING LABORATORY SERVICES	
SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS	
SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS	51
SECTION 01700 - CONTRACT CLOSEOUT	53
SECTION 01710 - FINAL CLEANING	

#### **DIVISION 2 - SITE WORK**

SECTION 02080 - ASBESTOS ABATEMENT
------------------------------------

**DIVISION 3 THROUGH 16: NOT REQUIRED** 

**DRAWINGS** 

ASB01 Greenhouse Abatement Plans

**END** Table of Contents

Sealed bids will be received until **1:00 pm** prevailing time on March 13, 2018 by McHenry County College for the following bid package:

#### Asbestos Abatement Work for 2018 Greenhouse Demolition

Bid proposals for Asbestos Abatement Work will be received for this project at the scheduled time of receipt of bids. Bids will be opened on March 14, 2018 at 8:00 am.

A Pre-Bid Meeting and walk-through will be held on March 1, 2018 at 8:30 am, prevailing time, starting in Room A217 McHenry County College, 8900 US Hwy 14, Crystal Lake, Illinois 60012

All bidders are advised to attend this meeting which will also be attended by the Owner and the Asbestos Project Designer. Failure to attend and sign in at the Pre-Bid Meeting may be cause for rejection of the Bid.

Bid security in the form of a bid bond, certified check or cash in an amount equal to 10 percent of the base bid amount shall be submitted with the bid. The successful Contractor shall provide Labor and Material Bonds, and Performance Bonds for the work.

Bids shall be submitted in an opaque sealed envelope addressed to:

Jennifer Jones Director of Business Services Room A248 McHenry County College 8900 US Hwy 14 Crystal Lake, Illinois 60012

McHenry County College reserves the right to waive any or all Bids or parts thereof, or any irregularities or informalities.

All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all contractors working on public works.

Bidding documents are on file and copies may be obtained from the office of the Asbestos Project Designer, TEM Environmental, Inc., 443 Duane Street, Glen Ellyn, Illinois 60137 or the Owner.

# 1. GENERAL

#### 1.01 PROPOSAL

McHenry County College will receive sealed bids for Asbestos Abatement Work for the 2018 Greenhouse Demolition Project.

- A. To receive full consideration bids must contain the following documents properly completed and signed:
  - 1. Bid Form
  - 2. Bid Bond
  - 3. Non-Collusion Affidavit
  - 4. Certificate of Compliance with the Illinois Drug-Free Work Place Act
  - 5. Certificate of Compliance with the Illinois Human Rights Act
  - 6. Bidder Sexual Harassment Eligibility Certification
  - 7. Bidder Eligibility Certification
  - 8. Technical Proposal
- B. Bidders shall supply a digital copy of the bid package on a thumb drive in a format readable using a "portable digital file (PDF) application.

#### 1.02. PREPARATION OF BIDS

- A. Proposals to be entitled for consideration must be made in accordance with the following instructions.
  - 1. Submit all bids in duplicate on forms provided by the Asbestos Project Designer with all blank spaces for bid prices filled out, in ink, or typewritten.
  - 2. Submit bid in an opaque, sealed envelope, addressed to:

Jennifer Jones Director of Business Services Room A248 McHenry County College 8900 US Hwy 14 Crystal Lake, Illinois 60012

and mark the envelope:

BID FOR:	1)	Project Name
	2)	Name of Bidder

- 3. Bids will be received until 1:00 pm, prevailing time on March 13, 2018 for all specified work at the office of the Director of Business Services, Room A248, McHenry County College. Bids received after this time will not be accepted.
- 4. Erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements, or qualifications in a separate sheet attached to the Bid Form.
- 5. The Base Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal. Any Alternate prices (other than those set forth in the Bid Form) shall be listed on the Substitution Sheet.

- 6. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Bid."
- B. The Owner reserves the right to accept or reject any or all bids or parts thereof.
- C. The Owner reserves the right to waive any or all irregularities or informalities.
- D. The Owner reserves the right to award multiple contracts for the work based on the best interests of the Owner.
- E. Telegraphic bids will not be accepted, but modifications by telegram of bids already submitted will be considered if received prior to the scheduled closing time for receiving bids.

#### 1.03. DEFINITIONS

- A. All definitions set forth in the General Conditions and Supplementary Conditions of the Contract for Construction are applicable to these Instructions to Bidders.
- B. Bidding Documents include the Advertisement for Bids, Instructions to Bidders, the Bid Proposal Form and the proposed Contract Documents including any addendum issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
  - Addenda will be issued by FAX transmittal, direct mail or United Parcel delivery. Contractors are to consider a FAX transmittal addenda as a binding addition to the contract documents.
  - 2. It is the contractor's responsibility to ascertain from the Asbestos Project Designer that they have received all addenda issued to the contract documents prior to submitting their bid.

# 1.04. DOCUMENTS

A. The Bidding Documents are on file and may be examined at the office of the following:

TEM Environmental, Inc. 443 Duane Street Glen Ellyn, Illinois 60137

- B. Asbestos Abatement Contractors may obtain one copy of the Bidding Documents at the office of the Designer.
- C. Abatement Contractors may obtain additional sets of plans and specifications at a cost of (\$25.00) per set to cover reproduction costs. Amounts paid for additional sets are not refundable.

# 1.05. EXAMINATION OF DOCUMENTS AND SITE

A. Bidders are responsible for examining all documents on file at the office of the Asbestos Project Designer and for examining the site to become familiar with and make allowance for any conditions which may affect the work. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents. Arrangements for site visits may be made by contacting the following individual(s):

Mr. Todd Wheeland (815) 455-8564

# 1.06. POST-BID QUALIFICATION

- A. Any bidder may be required to submit supporting data to substantiate that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- B. Bidder shall be required to have successfully performed a minimum of \$1,000,000 worth of asbestos abatement work on schools in the State of Illinois and provide evidence thereof.

# 1.07. BID WITHDRAWAL

- A. Any bidder may withdraw his bid prior to the scheduled closing time for receiving bids.
- B. All bidders shall hold their Bids open for a period of thirty calendar days from the date of Bid Opening.

# 1.08. INTERPRETATION OF BIDDING DOCUMENTS

A. Submit all questions regarding the Bidding Documents to the Designer. Replies will be issued to all bidders of record in the form of an Addendum. Questions received less than five days before the bid opening date cannot be answered.

# 1.09. NON-SPECIFIED ITEMS

- A. Approved Equal Items:
  - 1. To obtain approval to use non-specified items, submit written request at least five days prior to the opening date; requests received after this time will NOT be considered.
  - 2. Requests shall clearly describe the items for which approval is asked including II data necessary to demonstrate acceptability.
  - 3. If an item is acceptable, the Designer will approve same in an Addendum issued o all bidders of record.
- B. Substitutions:
  - 1. Substitutions for the items specified may be made by the Contractor only by submitting proposed substitutions on the Substitution Sheet provided.
  - 2. Requests received after bid opening will not be considered except for the following conditions:
    - a) Product discontinued.
    - b) Insufficient quantity. Except the following will not establish cause for substitution:
      - 1) Failure to award subcontract in sufficient time, or failure to place orders for products so as to ensure delivery without delaying work.

- c) Delays beyond control, such as strikes, lockouts, storms, fires, or acts of God, which may preclude the procurement and delivery of products for purposes of the Project.
- 3. No consideration will be given to substitutions after the Bid Opening Date.

# 1.10. METHOD OF AWARD

- A. If the Owner should award a Contract, the Owner will award it to the lowest responsible Bidder with full consideration given to Contractor's Completion Schedule and the number of proposed crew days, and the Technical Proposal.
- B. In awarding the contract, the Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, financial standing of bidder, amount of work being carried on by bidder, quality and efficiency of equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, and necessity of prompt and efficient completion of work herein described.

# 1.11. PROPOSAL REQUIREMENTS

- A. All Bidder's proposals shall be expressly based on the following items:
  - 1. Instructions to Bidders
  - 2. Bid Proposal Form
  - 3. General Conditions
  - 4. Supplementary Conditions
  - 5. Plans and Specifications
  - 6. Addenda
  - 7. Technical Proposal
- B. Any Contract resulting from the Bidding Documents will incorporate the terms and provisions of said documents. It is intended that these Bidding Documents shall prevail over conflicting terms and conditions of Contractor's proposal. Bidder's printed terms and conditions are <u>NOT</u> considered as exceptions to the Contract.

# 1.12. BID SECURITY

- A. Accompany bids with a Bid Bond, Certified Check or Bank Draft in an amount of Ten Percent of the Base Bid as a guarantee that, if award is made, the bidder will sign the agreement and furnish the required bonds within five days or forfeit his bid security as liquidated damages, but not as a penalty. Execute Bid Bond on A.I.A. Form A-310, current edition or on form furnished with the Bid Forms.
  - 1. Make bid security payable to:

McHenry County College 8900 US Hwy 14 Crystal Lake, Illinois 60012

- 2. The bid security of all except the three lowest bidders will be returned within five (5) days after the award of the Contract.
- 3. The bid security of the successful bidder will be returned promptly after the Owner and the accepted bidder have executed the agreement.

# 1.13. OTHER CERTIFICATIONS AND SUBMITTALS

A. All bidders must complete and sign the following certifications and submit them with their bid

proposals. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER.

- 1. Non-Collusion Affidavit (Document 00450)
- 2. Certificate of Compliance, Illinois Drug-Free Work Place Act (Document 00450)
- 3. Certificate of Compliance with Illinois Human Rights Act (Document 00450)
- 4. Bidder Eligibility Certification (Document 00450)
- 5. Bidder Sexual Harassment Eligibility Certification Document 00450)

#### 1.14. POWER OF ATTORNEY

A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each a certified and effectively dated copy of their Power of Attorney.

#### 1.15. EMPLOYMENT AND LABOR PROVISIONS

A. In the employment and use of labor, the Contractor and his subcontractors shall conform to the Illinois Statutory requirements regarding labor and wages. See Document 00820 -Prevailing Wage Requirements.

#### 1.16. CREW DAYS

A. Each Bidder shall determine the number of crew days required to complete the project and indicate that number in the Bid Form, Section 00300. Refer to the Supplemental Conditions, Section 00800, for the definition of CREW DAYS. The Owner may add the cost for Crew Days to the Total Base Bid to determine the Total Base Cost Amount to the Owner for the project to determine the lowest responsible bidder.

# 1.17. AMENDMENT OF BIDDING DOCUMENTS

A. The Owner expressly reserves the right to make any changes it deems necessary in the bidding documents, including these instructions, prior to the award of a contract pursuant to the bidding process. The Bidder, itself, shall be responsible for determining, from time to time prior to the bid opening whether any such changes have been made. The Bidder may do so by contacting TEM Environmental, Inc. at the address noted above.

#### 1.18. TECHNICAL PROPOSAL

A. Bidder shall submit, at the time of bidding, a written descriptive Technical Proposal which shall explain and illustrate the process which will be employed by the Contractor in conducting the abatement work. See Section 00850 - Technical Proposal.

# 1.19. EXECUTION OF CONTRACT

- A. The Contract shall be executed by the successful Bidder and returned together with the Performance Bond and Labor and Material Payment Bond within 10 days after the Contract has been mailed to the Bidder.
- B. If the Bidder to whom award is made is a corporation organized under the laws of a State other than Illinois, the bidder shall furnish the Owner a copy of the corporation's certificate of authority to do business in the State of Illinois with the return of the executed contract and bonds. Failure to furnish such evidence of a certificate of authority within the time required will be considered as just cause for the annulment of the award and forfeiture of the proposal guarantee to the Owner, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

# 1.20. FAILURE TO EXECUTE CONTRACT

A. If the Contract is not executed <u>by the Owner</u> within 45 days following receipt from the Bidder of the properly executed Contract and Bonds, the Bidder shall have the right to withdraw his

bid without penalty.

B. Failure of the <u>successful Bidder</u> to execute the Contract and file acceptable bonds within 10 days after the contract has been mailed to him shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty but in liquidation of damages sustained. Award may then be made the next lowest responsible Bidder or the work may be re-advertised.

# 1.21. TIME OF COMPLETION

- A. Time is of the essence in the completion of the project.
- B. Bidders shall commence abatement work on the specified dates and work must be carried on continuously thereafter until completion no later than Completion Date.
- C. The Asbestos Abatement Work as specified must be completed in accordance with the <u>Illinois Asbestos Abatement Act</u> and <u>Rules and Regulations</u> and with these specifications no later than midnight (12:00 am) on the date indicated.

# 1.22. OCCUPATIONAL SAFETY AND HEALTH ACT

A. Each bidder shall carefully examine the Occupational Safety and Health Act of 1970, published in May, 1971, and all subsequent revisions including 29 CFR 1910.1001, 29 CFR 1926.1101, and 29 FR 1910.134, and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and each bidder agrees as evidenced by his submission of a bid to comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

END 00100.

# BIDDING & CONTRACT REQUIREMENTS Document 00300 - Bid Form

- To: McHenry County College 8900 US Hwy 14 Crystal Lake, Illinois 60012
- I. I/We as contractor, having familiarized ourselves with local conditions affecting the Work and with the proposed Contract Documents on file at the office of the Owner, hereby proposed to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for Asbestos Abatement Work for the 2018 Greenhouse Demolition Project, all in accordance with the Plans and Specifications prepared by the office of TEM Environmental, Inc., including Addenda No., \_\_\_\_\_, \_\_\_\_\_ and issued thereto for the sum of:

#### BASE BID FOR ALL WORK:

Base Bid:

Dollars: \$\_\_\_\_\_

The base bids consists of all Work specified for this prime contract as required by the proposed Contract Documents.

II. Alternate Bids: The undersigned hereby states the net amount of increase or decrease to the Lump Sum Base Bid for the following Alternate as described in Section 01030:

ALTERNATE NO. 1: For eliminating the Liquidated Damages Clause.

DEDUCT from the Lump Sum \$\_\_\_\_\_

- III. Accompanying this proposal is a Bid Bond payable to McHenry County College, which is agreed will be forfeited to the aforementioned if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A-101, 1997 Edition), which is hereby made a part of this Contract Document by reference, and furnish evidence of his ability to become bonded and to provide insurance coverage as specified, within ten days after notification of the Intent to Award Contract to the undersigned.
- IV. In signing and submitting this Bid, the undersigned certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.
- V. Time of Completion: If awarded the Contract, the Bidder agrees to complete all work for the Owner's occupancy on or before the following dates:

Greenhouse Abatement May 31, 2018

Name of Bidder\_\_\_\_\_

VI. The space to the right of the desired completion schedule has been left for insertion of Contractor's own completion schedule dates, if he feels that the desired dates as stated in the specifications cannot be met.

#### **DESIRED COMPLETION**

CONTRACTOR'S COMPLETION

Greenhouse Abatement: May 31, 2018

- VII. The undersigned hereby states that the number of Crew Days as defined in the Supplementary Conditions will not exceed the following:
  - 1. Number of Crew Days: \_\_\_\_\_

DATED: \_\_\_\_\_

FIRM NAME:			

OFFICIAL ADDRESS:	

By\_\_\_

Signature

Typed or Printed Name & Title

TELEPHONE:

Where the Bidder is a corporation, add

Attest

\_\_\_\_\_(SEAL)

Secretary

CERTIFIED OR CASHIERS CHECK, BID BOND, OR BANK DRAFT ENCLOSED IN

THE FOLLOWING AMOUNT \$\_\_\_\_\_

END 00300

# BIDDING & CONTRACT REQUIREMENTS Document 00410 - Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_as Principal, hereinafter called the Principal, and a corporation duly organized under the laws of the State of as Surety, are held and firmly bound unto as Obligee, hereinafter called Obligee, in the sum of Dollars (\$\_\_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, Administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to per-form the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

	Signed and sealed this	day of	, 20
--	------------------------	--------	------

	Principal	SEAL
	i intoper	02/12
	Title	
Witness	Surety	SEAL
Witness	Title	
END 00410		

# BIDDING & CONTRACT REQUIREMENTS Document 00440 - Substitution Sheet

All bids shall be based upon the provisions of the proposed Contract Documents.

Bidders desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below, together with the amount to be added or deducted from the amounts of their base bids.

The Owner reserves the right to reject all such substitutions, and such substitutions will not be used to determine the low bid.

Complete descriptions, and technical data shall accompany all proposed substitutions.

**NOTE:** Manufacturer's names and material approved by the Designer during the bidding time, but not shown in Addenda, must be listed below if said material is to be considered.

BRAND OR MAKE SPECIFIED PROPOSED SUBSTITUTIONS

<u>ADD</u>

DEDUCT

NAME OF BIDDER:

Date:

END 00440

# <u>1.</u> <u>GENERAL</u>

# 1.01 NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) here by certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade.

## 1.02 CERTIFICATE OF COMPLIANCE, ILLINOIS DRUG FREE WORKPLACE ACT

#### CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Contractors having 25 (or more) employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (III. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certified, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

# 1.03 CERTIFICATE OF COMPLIANCE, ILLINOIS HUMAN RIGHTS ACT

Contractor, does hereby certify pursuant to P.A. 87-1257, the <u>Illinois Human Rights Act</u>, that (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois Law; (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

#### 1.04 BIDDER ELIGIBILITY CERTIFICATION

Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

As part of its bid on a contract for <u>Asbestos Abatement Work for the 2018 Greenhouse Demolition Project</u> for <u>McHenry County College</u>, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

(Name of Contractor)

# 1.05 BIDDER SEXUAL HARASSMENT ELIGIBILITY CERTIFICATION

Public Act 87-1257 (Illinois Revised Statutes, 1987, Chapter 68, Paragraph 1-1011, et. seq.) requires that all Public Contracts have adopted written sexual harassment policies.

The following certification must be signed and submitted with the bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

The Contractor as part of its bid on the contract for Asbestos Abatement Work for the 2018 Greenhouse Demolition Project, hereby certifies that said contractor is in compliance with Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act as stated under the Compliance with Legislation in the Instructions to Bidders and is not barred from Bidding on the aforementioned contract as a result of a violation of Ch. 68 of the Illinois Revised Statutes, Par. 1-1001.

# 1.06 Signatures and Attests

Contractor by signing below certifies that the above certifications and affidavits are true and correct as if each one had been signed individually.

Corporate Name		
Ву		
Business		
(CORPORATE SEAL)		
Names of Officers: President Secretary Treasurer		
Attest:Secretary		
Subscribed and sworn to before me this	day of	, 2018
My Commission Expires,2	0	
Notary Signature		

Notary Seal

END 04500

# <u>1.</u> <u>GENERAL</u>

# 1.1. GENERAL CONDITIONS

A. The "General Conditions" of this contract is the American Institute of Architects Document No. A-201. "The General Conditions of the Contract for Construction," 2007 Edition, 17 Articles, 24 Pages, hereinafter referred to as the A.I.A. General Conditions.

END 00700

# <u>1.</u> <u>GENERAL</u>

## 1.01. GENERAL CONDITIONS

A. The "General Conditions" of this contract is the American Institute of Architects document No. A-201. "The General Conditions of the Contract for Construction," 2007 Edition, 17 Articles, hereinafter referred to as the A.I.A. General Conditions.

# 1.02. PURPOSE

A. The following supplements modify the A.I.A. General Conditions. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. To the extent of any conflict between the terms and provisions of the General Conditions and these Supplementary Conditions, the terms and provisions of these Supplementary Conditions shall control.

#### 1.03. MODIFICATIONS TO A.I.A. GENERAL CONDITIONS

- A. Article I: General Provisions
  - 1. Add the following to subparagraph 1.2.1:

1.2.1.1 Where conflicts exist within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply. Large scale drawings take precedence over small scaled drawings, figured dimensions over scaled dimensions and noted materials over graphic representations.

1.2.1.2 The specifications are of the abbreviated type and include incomplete sentences. Omission of phrases such as "The Contractor shall, or "conforming to the requirements of" are intentional; omitted words or phrases shall be supplied by inference in the same manner as they are when a "Note" occurs on the drawings. Words in the singular shall include a plural whenever applicable, or the context so indicates.

- 1. <u>Add the following subparagraph to the end of Paragraph 3.9.:</u> "3.49.4 Failure to supervise the job properly, as determined by the Asbestos Project Manager and Owner shall be deemed a default under the Contract Documents."
- 2. <u>Modify Subparagraph 3.15.2 as follows:</u> In the first line after the word "up" add the words "during and/or, at completion of the Work."
- 3. <u>Modify Subparagraph 3.18.1 as follows:</u> In the third line after the word "fees" add the words "and costs and expenses of litigation."
- 4. <u>Add the following Subparagraph 3.18.3 to Paragraph 3.18.</u>"3.18.3 None of the foregoing provisions shall deprive, negate, abridge or reduce rights or remedies otherwise available to an indemnified party hereunder, whether arising at law or inequity."
- C. Article 4: Administration of the Contract 1. 4.1 ARCHITECT
  - <u>Add the following Subparagraph 4.1.4 to Paragraph 4.1:</u> "4.1.4 The terms "Architect", "Consultant" and "Asbestos Project Designer" are used interchangeably throughout the contract documents. Any and all rights and obligations, and duties thereof shall be considered singular in reference."

## 2. Asbestos Project Designer's ADMINISTRATION OF THE CONTRACT

Change Paragraph 4.2.10. to read:

4.2.10 An Asbestos Project Manager/Air Sampling Professional who meets the requirements of the Illinois Department of Public Health will be employed at the site by the Owner. The APM/ASP's limitations of authority are as set forth in the Illinois Asbestos Abatement Act and Rules and Regulations, and in this Project Manual.

#### D. Article 8 - Time

1. DELETE Subparagraph 8.3.1 and substitute the following:

"8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, Owner's employees, any separate contractor employed by the Owner, by changes ordered in the Work (which changes do not result, in whole or in part, from neglect of the Contractor, his agents or employees or subcontractors), regional labor disputes as they affect the Work that cannot be resolved by the Contractor agreeing to the wages, hours and working conditions as they have been established as the pattern settlement with respect to the said dispute, fire which does not result from any willful or negligent act of the Contractor, any subcontractors or any of their respective agents or employees, an unusual delay in transportation that could not have been prevented by the Contractor's planning or adequate investigation of conditions, adverse weather conditions not reasonably anticipative, or delay authorized by the Owner pending arbitration, the date of Substantial Completion shall be extended by Change Order for such reasonable time as the Asbestos Project Designer shall determine. It is further understood that only delays caused by the conditions listed above which the Contractor could not reasonably anticipate, are beyond the Contractor's control and which delays could not have been mitigated by the Contractor will be sufficient to extend the Substantial Completion date. The Contractor has an affirmative duty to inquire and make reasonable investigation where circumstances would alert the reasonable Contractor to a potential delay for whatever reason. Where a delay beyond the Contractor's control and not reasonably anticipative occurs, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the Work. An extension of the Substantial Completion date will not be granted to the extent that the Contractor breaches said duty to mitigate."

2. Modify Subparagraph 8.3.3 as follows:

In the second line, delete the words "either party" and insert the word "Owner."

- E. Article 9 Payments and Completions
  - 1. Delete Subparagraph 9.3.1 and substitute the following:

"9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Asbestos Project Designer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractors right to payment as the Owner or Asbestos Project Designer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for elsewhere in the Contract Documents. The Contractor's Application for Payment shall be made on or before the tenth day of each month."

2. Delete Subparagraph 9.3.1.1 in its entirety.

#### 3. Delete Subparagraph 9.3.2 and substitute the following:

"9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment for materials or equipment stored on the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment."

#### 4. Delete Subparagraph 9.3.3 and substitute the following:

"9.3.3 The Contractor warrants that title to all Work covered by and Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities entitled to making a claim by reason of having provided labor, materials and equipment relating to the Work."

#### 5. Add the following Paragraph to Section 9

"9.11 Liquidated Damages

9.11.1 The Contractor acknowledges that the Owner will suffer significant financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. The Contractor further acknowledges that the measure of such loss would not be susceptible to precise calculation. To protect the Owner against said loss, the Owner and the Contractor hereby agree if the Contractor and the Contractor's surety, if any, shall be liable for and shall pay to the Owner the sum of Five Thousand Dollars (\$5000.00) per calendar day as liquidated damages for each calendar day of delay for each phase of work until the Work is Substantially Complete."

- F. Article 10 Protection of Persons and Property
  - 1. <u>Modify Subparagraph 10.2.1 as follows:</u> In the first line after the word "precautions", add the following" "(including those which are customary in the construction industry in the locale where the Work is situated)."
  - 2. Add the following Subparagraph 10.2.9 to Paragraph 10.2:

"10.2.9 The Contractor, prior-to commencing the Work, shall submit to the Asbestos Project Designer, in writing, a statement certifying that he is familiar with the <u>Illinois Asbestos Abatement Act</u>, <u>Rules and Regulations</u>, and further that he will maintain at the Project a copy of said publication and will strictly enforce the applicable requirements of same. Contractor will also state the name of the Contractor's Safety Engineer who will be responsible for enforcing all Safety Requirements."

6. Add the following Subparagraph 10.2.10 to Paragraph 10.2:

"10.2.10 In the event the Contractor fails to take reasonable precautions, as determined by the Asbestos Abatement Manager, to protect the safety of the Work as required under Subparagraph 10.2.1 of these General Conditions, the Owner shall have the right to protect the Work by any reasonable method. The Contractor shall be liable to the Owner for the costs which the Owner reasonably incurs in so acting to protect the Work."

7. Add the following to the end of Subparagraph 10.3.1:

"- provided, however, that the emergency did not result from the Contractor's or any of its employees' or agent's own act(s) of negligence."

- G. Article 11: Insurance and Bonds
  - 1. Modify subparagraph 11.1.1 as follows:

In the first line following the word "maintain" insert the words:

"in a company or companies which have a minimum A.M. Best Rating of A-XV and to which the Owner has no reasonable objection."

#### 2. Add the following new clauses to Subparagraph 11.1.1:

".9 The contractor shall also purchase and maintain such insurance as will protect the Owner and the Asbestos Project Designer and their agents and employees from and against all claims, damages, losses and expenses including Attorney's fees arising out of or resulting from the performance of the work provided that such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or-anyone whose acts of any of them may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph."

".10 In any and all claims against the Owner or the Asbestos Project Designer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts."

".11 The insurance obligations of the Contractor under this paragraph shall not extend to the liability of the Asbestos Project Designer, his agents or employees arising out of (1) the preparations or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Designer his agents or employees provided such giving or failure to give is the primary cause of the injury or damage."

".12 Liability Insurance shall include the major divisions of coverage and be on a comprehensive basis including:

- a) Premises Operations, including X, C. and U coverages as applicable.
- b) Independent Contractors' Protective.
- c) Products and Completed Operations.
- d) Personal Injury Liability with Employment Exclusion deleted.
- e) Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
- f) Owned, non-owned and hired motor vehicles.
- g) Broad Form Property Damage including Completed Operations.
- h) Occurrence based asbestos abatement liability with no "sunset clause".
- i) Environmental impairment liability coverage.

3. Add the following at the end of Subparagraph 11.1.2:

"The insurance provided for in Subparagraph 11.1.1 also must be endorsed with an endorsement in a form approved or permitted by the applicable statutes or regulations of the State of Illinois, waiving the carrier's right of subrogation with respect to the Owner."

4. Add the following Clause 11.1.2.1 to 11.1.2:

"11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

- a) Worker's Compensation:
  - 1) State: Statutory
  - 2) Employer's Liability \$500,000. per Accident
- b) Comprehensive or Commercial General Liability, including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage:
  - 1) Bodily Injury:

\$1,000,000.	Each Occurrence
\$1,000,000.	Aggregate

2) Property Damage:

\$1,000,000. Each Occurrence \$1,000,000. Aggregate

3) Products and Completed Operations to be maintained for one (1) year after final payment:

\$1,000,000. Aggregate

- 4) Property Damage Liability Insurance shall provide X, C and U coverage.
- 5) Broad Form Property Damage Coverage shall include Completed Operations.
- 6) Asbestos Abatement Liability:

1,000,000.	Each Occurrence
1,000,000.	Aggregate

- c) Contractual Liability:
  - 1) Bodily Injury:

\$ \$

\$1,000,000. Each Occurrence \$1,000,000. Aggregate

2) Property Damage:

\$1,000,000.	Each Occurrence
\$1,000,000.	Aggregate

d) Personal Injury, with Employment Exclusion deleted:

\$1,000,000. Aggregate

- e) Business Auto Liability (including owned, non-owned and hired vehicles):
  - 1) Bodily Injury:

\$1,000,000.	Each Person
\$1,000,000.	Each Occurrence

2) Property Damage:

\$1,000,000.	Each Occurrence
--------------	-----------------

f) Umbrella Excess Liability:

\$1,000,000. Over primary insurance.

g) Environmental Impairment Liability:

\$1,000,000.	Each Occurrence
\$1,000,000.	Aggregate

5. Add the following new clauses to subparagraph 11.1.3:

"If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be A.I.A. Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability Policy form, ACORD Form 25S will be acceptable. A copy of each Certificate of Insurance shall be furnished to the Asbestos Project Designer.

6. Delete Subparagraph 11.2 and replace with the following subparagraphs:

"11.2.1 The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract and that will protect the Owner, the Asbestos Project Designer, the asbestos consultant and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees' arising out of or resulting from the performance of the work specifically pertaining to the Illinois Structural Words Act, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (2) is cause in whole or in part of any negligent act of omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of the, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph."

"11.2.2 In any and all claims against the Owner, the Asbestos Project Designer, and the asbestos consultant or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of the, or anyone for whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workman's Compensation Acts, disability benefit acts or other employee benefit acts."

"11.2.3 The insurance obligations of the Contractor under this paragraph shall not extend to the liability of the Asbestos Project Designer, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (2) the giving of or failure to

give directions or instructions by the Asbestos Project Designer, his agents or employees provided that such giving or failure to give is the primary cause of the injury damage."

"11.2.4 The Contractor shall supply the Owner with the original policy and shall furnish the Asbestos Project Designer a memorandum copy of said policy. The named insured in this Protective Liability Policy shall be:

McHenry County College 8900 US Hwy 14 Crystal Lake, Illinois 60012

TEM Environmental, Inc. 443 Duane Street Glen Ellyn, Illinois 60137

Mr. James Tuinenga Asbestos Project Designer

- 7. DELETE Subparagraphs 11.3.1, 11.3.11, 11.3.1.2, 11.3.1.3, 11.3.1.4 and 11.3.2.
- 8. Add the following sentence to Subparagraph 11.3.7:

"In waiving rights of recovery under -terms of the paragraph, the term "Owner" shall be deemed to include his employees as the Owner's representatives as provided for in the Contract Documents."

#### 9. DELETE Subparagraph 11.4.1 and substitute the following:

"11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a company with a minimum A.M. Best rating of A-V and to which the Owner has no reasonable objection. Cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to One Hundred percent of the Contract Sum."

"11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later that three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work,  $\cdot$  submit evidence satisfactory to the Owner that such bonds will be furnished.

"11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

- H. Article 13 Miscellaneous Provisions
  - 1. Add the following as Paragraph 13.8:

"13.8 EXCESS COSTS FOR ASBESTOS PROJECT MANAGEMENT AND AIR SAMPLING SERVICES.

13.8.1 The Owner shall assign an Asbestos Project Manager and Air Sampling Professional on-site at all times when abatement activities are in progress including, but not limited to, site preparation, containment construction, abatement, cleaning, clearance activities, teardown and disposal activities. Crew Days shall be included for non-friable floor tile work.

13.8.2 Crew Day - A Crew Day is one (1) eight (8) consecutive hour work shift on

Monday through Friday for the abatement work activities as defined in Subparagraph 13.8.1. The number of crew days indicated on the Bid Form shall take into account that a separate Project Manager is required for each active work area.

13.8.3 Payment requests shall state the total number of Crew Days accumulated to date as recorded by the Asbestos Project Designer for accounting purposes.

13.8.4 If the Contractor performs work any time on a Saturday, Sunday, or holiday, the additional hours worked shall be chargeable as two (2) times the fractional crew days used for a single working day.

13.8.5 Additional asbestos Project Management and Air Sampling Services required beyond the total number of Crew days in the Contractor's Bid shall be charged to the Contractor as liquidated damage. The cost for additional asbestos project management and air sampling services incurred by the owner shall be deducted from the Contractor's final payment unless the Contractor has a written agreement from the Owner to assume these costs. If the Contractor fails to complete the work within the number of Crew Days, as defined herein, indicated in the Contractor's Bid, the Owner shall deduct excess asbestos project management and air sampling service costs from the Contractor's payment requests, based on a rate of \$1,100 per Crew Day. Charges for hours worked in excess of 8 hours per shift, regardless of the Crew Day status, shall be deducted from the Contractor's final payment and assessed according to the following table:

Asbestos Project Manager	\$75.00/hr
Air Sampling Professional	\$60.00/hr
Per Diem Expenses (overnight each person)	\$70.00/day
Air Sampling Analysis	\$25.00/ea
Air Sampling Professional equipment charges	\$30.00/day

These amounts are in addition to any other liquidated damages assessed by the Owner due to the Contractor's failure to substantially complete the project in the time specified elsewhere in this document."

#### 1.04. SPECIAL CONDITIONS

- A. Applicable Laws:
  - It is the public policy and law of the State of Illinois that employment opportunities be free from discrimination on the basis of race, color, sex, religion, national origin, or ancestry. This policy and law is set out in the Illinois Constitution. The equal employment obligations contained in the Contract Documents are intended to ensure compliance with the Illinois Laws and with the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts.
  - 2. Contractor shall familiarize themselves with all provisions of All ACTS which affect labor and in addition should make an investigation of labor conditions and any negotiated labor agreements which may exist or are contemplated at this time. Nothing in the ACTS referred to in this Section shall be construed to prohibit the payment of more than the prevailing wage scale. See Document 00820 Prevailing Wage Requirements.
  - 3. Each Bidder shall carefully examine the Occupational Safety and Health Act of 1970, published in May, 1971, as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and each Bidder agrees as evidenced by his submission of a Bid to comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.

- B. Licenses and Patents:
  - 1. Contractor shall produce evidence of license to utilize the GPAC Reduced Pressure and Filtration System under U.S. Patent No. 4, 604, 111.

END 00800.

# 1. GENERAL

#### I.01. REQUIREMENTS

- A. Each contractor shall comply with requirements of "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or by any public body or any political subdivision or by any one under contract for public works."
- B. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Owner will notify the Contractor and each subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

#### 1.02. ACTS AND ORDINANCES

A. "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or by any public body or any political subdivision or by any one under contract for public works "Illinois, Revised Statutes, 1981, Chapter 48, Sections 39s-1 through 39s-2."

END 00820

#### 1. GENERAL

#### 1.01 REQUIREMENTS

- A. Bidders are required to describe and illustrate the Means and Methods, Work Schedule, Manpower requirements and other pertinent data relevant to the execution of the work.
- B. The Owner reserves the right to incorporate the Technical Proposal in the Contract Documents, or reject the Technical Proposal as unsuitable.
- C. The Technical Proposal shall describe in narrative and graphic form, the Contractor's proposed procedure in dealing with, but not limited to, the following items:
  - 1. Project Schedule Bar Graph as per Document 00850-2.
  - 2. Equipment locations as per Document 00850-3.
    - a) Personnel Decontamination Unit.
    - b) Number and location of negative air machines.
    - c) Number and location of Type "C" supplied air units.
    - d) Location of waste-out unit and loading area.
    - e) Location of Contractor's administrative and staging area.
  - 3. Additional information considered relevant to the timely execution of the work : Document 00850-4.

# 1.02 PROJECT SCHEDULE

- 1. Illustrate in bar graph form, the proposed scheduling of events.
- 2. Include start and completion dates.
  - Mobilization Preparation Removal First Clean Second Clean Third Clean Down Time Clean Check
- 3. Attach supplemental Data if necessary to clearly illustrate sequence of events.

#### 1.03 EQUIPMENT LOCATIONS

- 1. Illustrate on the Key Plan, locations of all equipment required.
- 2. Illustrate other relevant data.

# 1.04 ADDITIONAL RELEVANT DATA

- 1. Name and location of proposed dump site:
- 2. Manpower requirements:
- 3. Removal methods:
- 4. Special containment details:
- 5. Other data:

END 00850

The General Conditions, Supplementary Conditions and Division 1 General Requirements are hereby made a part of each division and section of the project specifications.

# <u>1.</u> <u>GENERAL</u>

# 1.01. REQUIREMENTS INCLUDE

A. Work covered by Contract Documents: Asbestos Abatement Work for the 2018 Greenhouse Demolition Project.

# 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01030 Alternates.
  - 2. 01410 Testing and Asbestos Project Management Services.
  - 3. 02080 Definitions for Asbestos Removal Work.

#### 1.03. DEFINITIONS.

The following terms are used throughout the Contract Documents. The Work will be governed in accord with the definitions.

- A. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
- B. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
- C. Provide: Provide means furnish and install.
- D. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by the Contractor in his own shop.

### 1.04. CONTRACTS

A. The Owner will award a single contract for all work specified herein. Such contract will be the Standard Form of Owner/Contractor Agreement (A.I.A. Document A-101, 1997 Edition) as revised to be consistent with the other Contract Documents.

# 1.05. WORK SEQUENCE

- A. Provide adequate manpower to maintain schedule.
  - 1. The cost of overtime work, if required to maintain progress, shall be included in the bid proposal.
  - 2. The completion schedule shall be based on the use of one (1) Asbestos Project Manager at each school during the entire contract period. All project areas will be available to the Contractor twenty four hours per day, seven days per week. Refer to Section 00800 paragraph 13.8 regarding the calculation of the number of Crew Days to be indicated on the Bid Form.

#### 1.06. PROJECT SCHEDULE:

A. PRE-BID MEETING:	March 1, 2018; 8:30 am
B. BID DUE:	March 13, 2018 1:00 pm
C. BID OPENING:	March 14, 2018 8:00 am
C. CONTRACT AWARD:	March 22, 2018
D. IDPH, EPA NOTIFICATIONS COMPLETE:	April 28, 2017
E. PRECONSTRUCTION MEETING:	ТВА
F. PROJECT SCHEDULE: Start Work Complete Work	May 21, 2018 May 31, 2018

#### 1.07 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
  - 1. Law.
  - 2. Permits.
  - 3. Contract.
  - 4. Owner's representative.
    - a) Confer with Owner's representative and obtain full knowledge of all site rules and regulations affecting work.
    - b) Conform to site rules and regulations while engaged in project construction.
    - c) Site rules and regulations take precedence over others that may exist outside such jurisdiction.
    - d) Employee List: The Owner's representative may examine Contractor's list of employees, including those of his subcontractors and their agents.
    - e) Vehicle use: Rigidly enforce the following:
      - 1) Keep all vehicles, mechanized or motorized equipment locked at all times when parked and unattended on Owner's premises.
      - 2) Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
      - 3) All traffic control subject to Owner's representative's approval.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move all stored products or equipment which interferes with operations of Owner or other contractors.
- E. Obtain and pay for use of additional storage or work area needed for operations.
- F. Limit use of site for Work.

#### 1. To areas approved in advance by Owner.

## 1.08. DUTIES OF CONTRACTOR

- A. Except as specifically noted, provide and pay for:
  - 1. Labor, materials and equipment.
  - 2. Tools, construction equipment and machinery.
  - 3. Water, heat and utilities required for abatement.
  - 4. Other facilities and services necessary for proper execution and completion of work.
- B. Secure and pay for as necessary for proper execution and completion of work, and as applicable at time of receipt of bids.
  - 1. Permits
  - 2. Government Fees
  - 3. Licenses
- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of Work.
- E. Promptly submit written notice to Asbestos Project Designer of observed variance of Contract Documents from legal requirements. It is not Contractor's responsibility to make certain that Drawings and Specifications comply with Codes and regulations.
  - 1. Appropriate modifications to contract documents will adjust necessary changes.
  - 2. Assume responsibility for Work known to be contrary to such requirements, without notice.
- F. Enforce strict discipline and good order among employees.
  - 1. Do not employ on Work:
    - a. Unfit persons.
    - b. Persons not skilled in assigned task.
  - 2. Contractor must have an English speaking Competent Person on site at all times.
- G. This Project is exempt from all State and Local use taxes. Proceeds from the end-use or consumption items to construction contractors to perform real estate construction contracts for the State of Illinois and its political subdivisions are taxable.
  - 1. Obtain sales tax exemption certificate number from Owner.
  - 2. Place exemption certificate number on invoices for materials incorporated in work.
  - 3. Furnish copies of invoices to Owner.
  - 4. Upon completion of work, file with Owner, notarized statement that all purchases made under exemption certificate were entitled to be exempt.
  - 5. Pay legally assessed penalties for improper use of exemption certificate number.
- H. Purchase and maintain insurance in accordance with the General and Supplementary Conditions.
- I. Provide bonds for the work.

# 1.09. TIME OF COMPLETION AND OCCUPANCY

A. The date of Completion of each phase of removal shall be no later than indicated in Paragraph 1.06. Project Schedule.

# 1.10. PROJECT SECURITY

- A. Take necessary precautions (barriers and/or fenced off areas) to protect Owner's personnel, pedestrians, in the area of demolition or construction.
- B. Securely close-off all areas of construction after working hours to prevent entry by unauthorized personnel.
- C. Notify fire department and police department of alarm systems disablement.

## 1.11. VARIANCE FROM IDPH REGULATIONS

A. The Owner will not request variances from the Illinois Department of Public Health:

#### 1.12. PROJECT LIMITATIONS

- A. Owner will vacate affected area of building and will remove all furniture and office equipment prior to the start of work under this contract.
- B. Phased Construction:
  - 1. General construction work will commence prior to final completion. Abatement contractors' technical proposal shall indicate areas and dates for release to reconstruction contractor. Refer to Paragraph 1.06 Project Schedule for required completion date.

END 01010.

# <u>1.</u> <u>GENERAL</u>

# 1.01. REQUIREMENTS INCLUDE

A. General Contractor: Provide unit prices in Bid Form for specified items.

# 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01370 Schedule of Values.
  - 2. 01700 Contract Closeout.
  - 3. 02080 Asbestos Abatement

#### 1.03. DEFINITIONS

A. Unit Price: Unit price means a fixed price, including all overhead, profit and all other cost of whatever nature and character, for a specified unit of work. Unit prices in the Bid Form, when accepted by the Owner and incorporated into the Contract, shall be the same for additional, deducted or omitted units of work.

# 2. PRODUCTS

NOT APPLICABLE

#### 3. EXECUTION

#### 3.01. APPLICATION

- A. Enter unit prices for each work item in Bid Form in space provided. Omission will result in rejection of bid.
- B. Modifications to Contract amount will be made by multiplying the quantity of the change by the unit price and adding or subtracting the result from the Contract amount depending on whether the change is for additional work or for deducted or omitted work respectively.

#### 3.02. UNIT PRICE ITEM SCHEDULE

- A. 02080 Asbestos Abatement.
  - 1. None in contract.

END 01026.

# <u>1.</u> <u>GENERAL</u>

## 1.01. REQUIREMENTS INCLUDE

A. Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.

### 1.02. RELATED REQUIREMENTS

- A. 00500 Owner-Contractor Agreement (A.I.A. Document No. A-101, 1997 Edition).
- B. 00700 General Conditions (A.I.A. Document No. A-201, 1997 Edition).
- C. 00800 Supplementary Conditions.
- D. 01028 Change Order Procedures.
- E. 01370 Schedule of Values.
- F. 01700 Contract Closeout.

#### 1.03. QUALITY ASSURANCE

- A. Prior to the start of construction, secure the Asbestos Project Designer's approval of the Schedule of Values required to be submitted by the General Conditions, the Supplementary Conditions and Section 01370.
- B. During progress of the Work modify the Schedule of Values as approved by the Asbestos Project Designer to reflect changes in the Contract Sum due to Change Orders or other modifications to the contract.
- C. Base requests for payment on the approved Schedule of Values.
- D. The Asbestos Project Designer's approval of application for final payment may be contingent upon the Asbestos Project Designer's approval of the Contractor's progress toward maintaining the construction schedule described in 01310.

#### 1.04. SUBMITTALS

- A. Informal submittal: Unless otherwise directed by the Asbestos Project Designer.
  - 1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of AIA Document No. G702, "Application and Certificate for Payment" plus continuation sheet or sheets.
  - 2. Make this preliminary submittal to the Asbestos Project Designer and the Assigned Contractors to the General Contractor five business days prior to the last regular job meeting of each month.
  - 3. Revise the informal submittal of request for payment as agreed at the job meeting, initialing all copies.
- B. Formal submittal: Unless otherwise directed by the Asbestos Project Designer.
  - 1. Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702, "Application and Certificate "plus continuation sheet or sheets for Payment,
  - 2. Sign and notarize the Application and Certificate for Payment.
  - 3. Submit the original of the Application and Certificate for Payment, plus three identical copies of the continuation sheet or sheets, to the Asbestos Project Designer.

- 4. The Asbestos Project Designer will compare the formal submittal with the approved informal submittal and, when approved, will issue a Certificate for Payment.
- 5. With the Application for Payment for progress payments, submit the Contractor's partial waiver of lien for the full amount of the progress payment and partial waivers of lien for all subcontractors for the full amount of the progress payment made on the previous application.
- 6. With the final Application for Payment, submit the Contractor's final waiver of lien in the amount of the total adjusted contract sum and a final waiver of lien for each subcontractor in the amount of the respective adjusted contract sum for each subcontractor.

END 01027.

# DIVISION I - GENERAL REQUIREMENTS Section 01028 - Change Order Procedures

# <u>1.</u> <u>GENERAL</u>

## 1.01. REQUIREMENTS INCLUDE

- A. Promptly implement Change Order procedures.
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on time-and-material/force account basis.
  - 3. Provide full documentation to Asbestos Project designer on request.
- B. Designate in writing member of Contractor's organization:
  - 1. Who is authorized to accept changes in Work
  - 2. Who is responsible for informing others in Contractor's employ of authorization of changes in Work.
- C. Owner designates in writing person authorized to execute Change Orders.

#### 1.02. RELATED REQUIREMENTS

- A. 00500 Owner-Contractor Agreement (A.I.A. Document No. A-101, 1997 Edition).
- B. Conditions of Contract:
  - 1. 00700 General Conditions (A.I.A. Document No. A-201, 1997 Edition).
  - 2. 00800 Supplementary Conditions.
- C. 01027 Applications for Payment.
- D. 01600 Material and Equipment.

# 1.03. CHANGE ORDER PROCEDURE

- A. Initiation of Contract Changes:
  - 1. Requests for change may be initiated either verbally or in writing.
  - 2. Subcontractors initiating a request for change shall direct their requests to their Contractor.
  - 3. The Asbestos Project Designer will direct their requests for change to the Owner's Representative.
- B. Owner's Representative Authorizes:
  - 1. The Owner's Representative, having considered the necessity of the request change and availability of funds will authorize the Asbestos Project Designer to prepare a request for proposal (RFP).
- C. Asbestos Project Designer Prepares Request for Proposal:
  - 1. The Asbestos Project Designer, following consultation with the General Contractor regarding contracts which will be affected by the proposed change, will prepare a RFP for each contract affected.

- 2. Two sets of the RFP and Supplemental Drawings and Specifications for each contract are transmitted to the General Contractor: One set for the Contractor whose work is affected and one set for the General Contractor
- D. Contractors Prepare Proposals:
  - 1. Detailed Breakdown of Material Equipment and Labor:
    - a) The Contractor or Subcontractor whose work is affected by a proposed change shall prepare a proposal for change.
    - b) The detailed breakdown shall be prepared in accordance with the Contract Documents.
      - 1) If a change affects work covered by unit prices in the contract, such prices shall be used as the basis for adjustments to the contract sum.
      - 2) In all other cases, adjustments to the contract sum shall be based on the Contractor's direct cost, including costs of material, labor, equipment, bonds and taxes as applicable.
      - 3) Labor rates shall be itemized on the detailed breakdown indicating the trade base wage rate, total union fringe benefits, FICA, unemployment compensation insurance and workmen's compensation insurance. Labor rates shall not include any inefficiencies of construction or labor.
        - I. Value of a change: If a change affects work covered by unit prices in the Contract, such unit prices shall be used as the basis for adjustments to the contract sum.
        - II. Except as otherwise specified, in all other cases, adjustments to the contract shall be based on the Contractor's direct costs, including-costs of material, labor, workmen's compensation insurance, equipment, bonds and taxes as applicable plus an amount of 15% for overhead and profit except that no overhead and profit shall be deducted from the price for changes deleting work. If the changed work is performed by a subcontractor, 15% shall be added to the subcontractor's costs for overhead and profit, an additional 5% shall be included for the Prime Contractor's overhead and profit and a further 5% shall be included for each intermediate subcontractor, if any, between the Contractor and the subcontractor performing the changed work.
- E. Asbestos Project Designer Reviews:
  - The Asbestos Project Designer reviews the Contractor's proposals for completeness and conformance with the RFP and Contract Documents. Proposals which are incomplete or have inadequate detailed breakdowns will be returned to the Contractors for resubmissions.
  - 2. The Asbestos Project Designer will review and approve all price proposals. Recommending issuance of a change order will be construed to mean that the Asbestos Project Designer has reviewed all quantities, prices and other data contained in the contractor's proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.
- F. Asbestos Project Designer Issuance of a Change Order:
  - 1. The Asbestos Project Designer, having received what it believes to be appropriate and

acceptable Contractor proposals for the proposed change, will recommend issuance of a Change Order.

- 2. The change order package prepared by the Asbestos Project Designer shall contain the following items:
  - a) Three originals of the RFP Proposal and change order all with original signatures.
  - b) As applicable one copy of drawings and specifications.
  - c) On changes initiated by the Asbestos Project Designer a letter explaining the circumstances related to the need for the change.
  - d) On Owner requested change orders, a letter of request signed by the Owner's Representative.
  - e) Change Order Authorization Form for Owner's Signature and permanent record in accord with Public Act 85-1295.
- G. Owner Approves (Disapproves) Change Order: For change in Contract Sum and/or Contract Time.

## 1.04. PREPARATION OF CHANGE ORDERS

- A. Asbestos Project Designer will prepare each Change Order.
- B. Change Order describes change in Work, both additions and deletions, with attachments of revised Contract Documents to define details of change.
- C. Change Order provides accounting of adjustment in Contract Sum and in Contract Time.

#### 1.05. CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as separate item of Work and to record adjusted Contract Sum.
- B. Periodically revise Construction Schedule to reflect each change in Contract Time.
  - 1. Revise sub-schedules to show changes for other items of work affected by changes.
- C. Upon completion of work under Change Order, enter pertinent changes in Project Record Documents.

END 01028.

## 1.01. GENERAL REQUIREMENTS

- A. Perform all portions of the work affected by this Section in accordance with the requirements of the Contract Documents.
- B. Comply with requirements relative to materials and workmanship contained in the respective specification sections.
- C. Include modifications of work or additional work incidental thereto, which may be required when an Alternate is accepted.
- D. The Owner may accept any Alternate prior to such time as will entail extra cost in its execution.
- E. State the amounts of Alternate Prices to be added to or deducted from the Base Bid on the Bid Form.

## 1.02. SCHEDULE OF ALTERNATES

A. Alternate No. 1:

State the amount to be deducted from the lump sum base bid if the Liquidated Damages Clause is deleted from the Contract.

END 01030.

## DIVISION I - GENERAL REQUIREMENTS Section 01040 - Project Coordination

## <u>1.</u> <u>GENERAL</u>

## 1.01. DUTIES OF CONTRACTOR

- A. Coordinate work of all subcontractors.
- B. Establish on-site lines of authority and communication; schedule and conduct project meetings among:
  - 1. Owner's Representative.
  - 2. Asbestos Project Designer.
  - 3. Other Contractors.
  - C. Administer processing of:
    - 1. Shop drawings, product data and samples.
    - 2. Field drawings.
    - 3. Coordination drawings.
  - D. Maintain Reports and Records at Job Site:
    - 1. Daily log of progress of work, available to Asbestos Project Designer and Owner.
    - 2. Verify that all contractors maintain record documents on a current basis.
    - 3. At completion of Project, assemble record documents from all contractors and deliver to the Asbestos Project Designer.
    - 4. Assemble documentation for handling of claims and disputes.
  - E. Verify that specified cleaning is done:
    - 1. During progress of work.
    - 2. At completion of each Contract.
  - F. Start-Up:
    - 1. Direct and check-out of utilities, operational systems and equipment.
    - 2. Record dates of start of operation of systems and equipment.
  - G. Substantial Completion:
    - 1. Upon Contractor's determination of Substantial Completion of work or portion thereof, prepare, or cause to be prepared for Asbestos Project Designer, a list of incomplete or unsatisfactory items.
    - 2. Upon Asbestos Project Designer's Certification of Date of Substantial Completion, supervise correction and completion of work.
  - H. Final Completion:

- 1. Upon Contractor's determination that Work is finally complete:
  - a) Submit written notice to Asbestos Project Designer and Owner, that Work is ready for final inspection.
  - b) Secure and transmit to Asbestos Project Designer required closeout submittals.
- 2. Turn over to Owner:
  - a) Warranties and Bonds.
  - b) Extra stock.

END 01040.

## 1.01. REQUIREMENTS INCLUDE

- A. Comply with all laws, rules and regulations applicable to the work.
  - 1. When contractor observes that contract documents are at variance with specified codes, notify Asbestos Project Designer in writing immediately. Asbestos Project Designer will issue all changes in accord with General Conditions.
  - 2. When contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Asbestos Project Designer/Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accordance with such laws, rules and regulations.

## 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere.
  - 1. 01010 Project Summary.

## 1.03. DEFINITIONS AND ABBREVIATIONS

- A. Definitions:
  - 1. Codes: Codes are rules, regulations or statutory requirements of government agencies.
  - 2. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.
- B. Abbreviations:
  - 1. AHERA Asbestos Hazard Emergency Response Act.
  - 2. ANSI American National Standards Institute.
  - 3. ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers.
  - 4. CPSC Consumer Product Safety Commission (Federal).
  - 5. IDOL Illinois Department of Labor.
  - 6. IDPH Illinois Department of Public Health.
  - 7. IEPA Illinois Environmental Protection Agency.
  - 8. NFPA National Fire Protection Association.
  - 9. UL Underwriters Laboratories, Inc.

## 1.04. REGULATORY REQUIREMENTS

- A. Source and requirements, including current amendments:
  - 1. IDPH: Illinois Plumbing Code, 1983, Cir. 4.201.
  - 2. IDPH:
    - a) Commercial and Public Buildings Asbestos Abatement Act (Illinois Revised Statutes, (225ILCS207.)
    - b) Rules and Regulations for the Asbestos Abatement Act Title 77, Ch. I, Subch. P. Part 855.

- 3. IEPA: (Current editions at date of bidding documents.)
  - a) Air Pollution Standards.
  - b) Noise Pollution Standards.
  - c) Water Pollution Standards.
  - d) Public Water Supplies.
  - e) Solid Waste Standards.
  - f) Illinois Recommended Standards for Sewage Work.
- 4. Illinois Purchasing Act, as amended (Illinois Revised Statutes, Ch. 127, Par. 132.1 et seq.)
- 5. OSFM:
  - a) Gasoline and Volatile Oils (Illinois Revised Statutes, Ch. 17 1/2, Par. 31 et seq.).
  - b) Liquefied Petroleum Gases (Illinois Revised Statutes, Ch. 104, Par. 119 et seq.).
    c) Liquefied Petroleum Gas Containers (Illinois Revised Statutes, Ch. 104, Par. 113
  - et seq.).d) Illinois Rules and Regulations for Fire Prevention and Safety, as amended 24 DEC 73. (Except IOE.).
  - e) Illinois Fire Prevention and Safety Laws and Fire Protection District Laws.
- 6. STANDARDS:
  - a) NFPA: National Fire Codes, 1987.
    - 1) No. 70-87, National Electrical Code.
    - 2) No. 101-81, Life Safety Code, Chapter 15.
- 7. ISBE:
  - a) Efficient and Adequate Standards for the Construction of Schools, Cir. Series A-156, Revised 1974 (New Buildings and New Additions).
  - b) Building Specifications for Health and Safety in Public Schools, Cir. Series A-157, Revised 1974 (For Life Safety Survey of Buildings Built prior to 1955).
- 8. USEPA:
  - a) CFR Part 763, and as amended (AHERA).
  - b) CFR Part 61, and as amended (NESHAP).
- B. The Asbestos Project Designer may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements. See Section 02080, 1.04. for codes and regulations which apply specifically to asbestos work.

END 01060.

#### 1.01. REQUIREMENTS INCLUDE

- A. Each Contractor:
- 1. Attend specified meetings.
- 2. Ensure attendance of subcontractors and suppliers as specified or directed.

## 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01010 Project Summary.
  - 2. 01310 Construction Schedules.
  - 3. 01370 Schedule of Values.

## 1.03. PRECONSTRUCTION MEETING

- A. Owner will schedule within ten business days after Notice of Award. Coordinate with specified date of submittal of construction schedule (01310), and other initial submittals.
- B. Attendance:
  - 1. Asbestos Project Designer.
  - 2. Contractor's Supervisor for each school (MANDATORY)
  - 3. Asbestos Project Manager.
  - 4. Air Sampling Professional.

#### C. Minimum Agenda:

- 1. Distribute and discuss:
  - a) Diagram of workplace practices and equipment.
  - b) Tentative construction schedule.
- 2. Critical work sequencing.
- 3. Designation of responsible personnel.
- 4. Interrelation and coordination of activities.
- 5. Establish chain of authority.
- 6. Processing of field decisions and change orders.
- 7. Adequacy of distribution of contract documents.
- 8. Submittals:
  - a) Schedules.
  - b) Shop drawings, product data and samples.
  - c) Test reports.
  - d) Manufacturer's certification of products.
  - e) Schedule of values.
  - f) Manpower reports.
- 9. Major equipment deliveries and priorities.
- 10. Procedures for maintaining record documents.
- 11. Use of premises:
  - a) Decontamination and waste out areas.
  - b) Access.

- c) Owner's requirements.
- 12. Safety and first aid procedures.
- 13. Security procedures.
- 14. Housekeeping procedures.

## 1.04. COORDINATION/PAYMENT MEETINGS

- A. Asbestos Contractor will schedule and administer coordination meetings at least monthly.
  - 1. Prepare agenda.
  - 2. Distribute written notice and agenda of meetings 5 business days in advance of meeting date.
  - 3. Make physical arrangements for meetings.
  - 4. Preside at meetings.
  - 5. Record minutes; include significant proceedings and decisions.
  - 6. Distribute copies of minutes of meetings to participants, and Owner within four business days after meetings.
- B. Attendance:
  - 1. Asbestos Project Manager.
  - 2. Project Supervisor.
  - 3. Air Sampling Professional.
- C. Minimum agenda:
  - 1. Review, approve minutes of previous meeting.
  - 2. Review work progress since last meeting.
  - 3. Review applications for payment.
  - 4. Identify problems which impede planned progress.
  - 5. Develop corrective measures and procedures to regain planned schedule.
  - 6. Discuss maintenance of abatement schedule.
  - 7. Plan progress during next work period.
  - 8. Review submittal schedules, expedite as required to maintain schedule.
  - 9. Maintaining of quality and work standards.
  - 10. Review changes proposed by Owner for:
    - a) Effect on abatement schedule.
    - b) Effect on completion date.
  - 11. Complete other current business.
  - 12. Payment Requests.

END 01200.

#### 1.01. REQUIREMENTS INCLUDE

A. Asbestos Contractor: Submit master schedule to Asbestos Project Designer/Engineer within 10 business days after pre-construction meeting.

## 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01010 Project Summary
  - 2. 01200 Project Meetings.
  - 3. 01370 Schedule of Values.

#### 1.03. FORM OF SCHEDULES

- A. Prepare a standard horizontal bar chart
  - 1. Provide separate horizontal bar column for each class of work, activity or long-lead equipment item.
  - 2. Order: Table of contents of specifications.
  - 3. Identify each column.
    - a) By major specification number.
    - b) By distinct graphic delineation.
  - 4. Horizontal time scale: Identify first work day of each month.
  - 5. Scale and spacing: To allow space for updating.
- B. Sheet Size:
  - 1. Minimum: 11" x 8-1/2
  - 2. Maximum 42" x 30"

#### 1.04. CONTENT OF SCHEDULES

- A. Indicate complete sequence of construction by activity.
  - 1. Product procurement date, fabrication time and delivery dates.
  - 2. Dates for beginning, and completion of, each element of construction.
- B. Identify work of construction site.
- C. Indicate cumulative percentage of work completed as of first day of each month.
- D. Furnish separate schedule, showing submittals, review items, procurement schedules and delivery dates as specified in 1.03.A.
- E. Define critical portions of entire schedule.

#### 1.05. SUBMITTALS

- A. Submit initial schedules within 10 business days after date of pre-construction meeting.
  - 1. Asbestos Project Designer/Engineer will review schedules and return reviewed copy within 10 business days after receipt.
  - 2. When directed, re-submit within five business days after return of reviewed copy.
- B. Submit the number of copies required by Contractor, plus two copies to be retained by Asbestos Project Designer/Engineer and two copies to Owner. Furnish additional copies when directed.

## 1.06. DISTRIBUTION

- A. Distribute copies of reviewed schedules to:
  - 1. Job site file.
  - 2. Subcontractors and suppliers on as-needed basis.
  - 3. Asbestos Project Designer/Engineer.
  - 4. Owner.
- B. Instruct recipients to report inability to comply with projected completion dates, and to furnish a detailed explanation together with suggested remedies.

END 01310.

## 1.01. REQUIREMENTS INCLUDE

- A. Submit Schedule of Values to Asbestos Project Designer at least 15 business days prior to submitting first application for payment.
- B. Support values given with data to substantiate their correctness.
- C. Submit quantities of designated materials.
- D. List quantities of materials specified under unit prices.
- E. Use Schedule of Values as only basis for application for payment.
- F. Payment for materials stored on or off site will be limited to those materials listed in Schedule of Values.

## 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01310 Construction Schedules.

## 1.03. FORM OF SUBMITTAL

- A. Submit typewritten Schedule of Values on 8-1/2" x 11" paper.
- B. Use Project Manual Table of Contents as basis of format for listing costs of all work.
- C. Identify each line item with number and title listed Project Manual table of contents.

## 1.04. PREPARATION

- A. Itemize separate line cost for each of following cost items:
  - 1. Overhead and profit.
  - 2. Bonds.
  - 3. Insurance.
  - 4. General Requirements.
- B. Itemize separate line item cost for work specified in each section of the specifications. Identify work of:
  - 1. Contractor's own labor forces.
  - 2. All subcontractors.
  - 3. All major suppliers of products-or equipment.
- C. Break down installed costs into:
  - 1. Delivered cost of product, with taxes paid.
  - 2. Labor cost, excluding overhead and profit.

END 01370.

## 1.01. REQUIREMENTS INCLUDE

- A. Owner will employ and pay for, an independent testing laboratory and Asbestos Project Manager to perform specified services.
- B. Employment of testing laboratory will in no way relieve Contractor's obligations to perform work in accordance with the Contract.
- C. The Owner will assign an Asbestos Project Manager and Air Sampling Professional on-site at all times when abatement activities are in progress including, but not limited to, site preparation, containment construction, abatement, cleaning, clearance activities, teardown and disposal activities.
- D. The completion schedule shall be based on the use of one (1) Asbestos Project Manager during the entire contract period. All project areas will be available to the Contractor twenty four hours per day, seven days per week. Refer to Section 00800 paragraph 13.8 regarding the calculation of the number of Crew Days to be indicated on the Bid Form.

## 1.02. LABORATORY DUTIES - LIMITS OF AUTHORITY

- A. General:
  - Throughout the entire removal and cleaning operations, air monitoring shall be conducted by the Owner's laboratory to ensure that the Contractor is complying with EPA and OSHA regulations and any applicable state and local government regulations. Air monitoring will be conducted according to the method prescribed by 29 CFR 1926.1101, Appendix A or applicable state or local regulations.
- B. Monitoring Prior to Actual Removal:
  - 1. The environmental health testing laboratory will provide area monitoring and establish the reference baseline ambient fiber concentration levels one day prior to the masking and sealing operations for each removal site. One sample minimum per site or per 50,000 cubic feet of airspace.
- C. Monitoring During Asbestos Removal:
  - The environmental health testing laboratory will provide quality control personal and air monitoring during exposure to airborne concentrations of asbestos. Thereafter, providing the same type of work is being performed, the environmental health testing laboratory will provide area monitoring once every four hours during the work shift inside the asbestos control area, once every eight hours outside the entrance to the asbestos control area, and once every eight hours near the discharge of the local exhaust system.
- E. Monitoring Results:
  - 1. PCM fiber counting shall be completed and results reviewed by the environmental health testing laboratory within 24 hours, and have a 12-hour turn-around time for final compliance monitoring. The environmental health testing laboratory shall notify the Contractor and the Owner immediately of any exposures to asbestos fibers in excess of the acceptable limits.

- G. Laboratory is not authorized to:
  - 1. Release, revoke, alter or enlarge on, contract requirements.
  - 2. Approve or accept any portion of work.
  - 3. Perform any duties of the Contractor.

## 1.03. CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall be responsible for providing personal monitoring of his employees as per OSHA 1926.1101.
- B. AHERA Compliance Functional Space:
  - 1. The number of functional spaces as defined by 40 CFR 763.90 having more than 160 square feet or 260 linear feet of asbestos-containing building material (ACBM) for a given project shall be determined by the Designer.
  - 2. Contractor coordinate work this number of functional spaces. Any additional air monitoring that is a result of the Contractor exceeding this number shall be the responsibility of the Contractor.
- C. Furnish casual labor and facilities:
  - 1. To provide access to work to be tested.
  - 2. To obtain and handle samples at site.
  - 3. To facilitate inspections and tests.
  - 4. For laboratory's exclusive use for staging of test samples.
- D. Notify laboratory sufficiently in advance of operations to allow for its assignment of personnel and scheduling of tests.
- E. Correct work which is defective or which fails to conform to the contract documents in accordance with the General Conditions. Corrective work shall not delay the project schedule or the work of other contractors.
- F. Pay all costs of retesting when test results indicate noncompliance with contract requirements.

END 01410.

#### 1.01. WORK INCLUDES

A. Abatement Contractor to provide all general services and temporary facilities as specified and as necessary for the proper and expeditious prosecution of the work.

## 1.02. RELATED WORK

- A. Specified elsewhere
  - 1. 01010 Project Summary.

## 1.03. **RESPONSIBILITIES**

- A. The Abatement Contractor shall pay all costs for general services and temporary facilities including installation, operation, maintenance, fuel or energy consumed and removal of same when no longer required.
- B. Comply with applicable statutes, ordinances, building codes, Article 13, "PRECAUTIONS DURING BUILDING OPERATIONS" of the BOCA Basic Building Code and the "MANUAL OF ACCIDENT PREVENTION IN CONSTRUCTION" of the Associated General Contractor's of America, Inc., latest editions.

## 1.04. ACCESS TO SITE

A. Obtain and pay for permits and inspections made necessary by the use of public streets, sidewalks, curbs and paving, post guarantees and bonds that may be required in connection therewith, and repair and make good any damages thereto acceptable to the authorities having jurisdiction.

#### 1.05. LIGHT AND POWER

- A. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the governing codes. Maintain in a safe manner and utilize so as not to constitute a hazard to persons or property.
- B. To satisfy minimum requirements for safety and security install a lighting system which will provide general illumination of not less than five foot candles in all areas where work is being performed. Equip all lamps with guards.
- C. Extend existing electrical service to locations required to execute the work.
  - 1. Do not overload existing circuitry.
  - 2. Provide ground fault circuit interruption at wet locations and throughout the contained work areas.
  - 3. Restore system to initial condition.
- D. All extension cords shall be furnished by the Contractor. Any subcontractor requiring special electrical power shall arrange for the installation and costs thereof with the contractor.
- E. Owner will permit temporary electrical service to be supplied from existing school electrical service.

## 1.06. WATER SUPPLY

- A. Provide and maintain a temporary water service for drinking and construction purposes for all parts of the work.
  - 1. Owner will allow use of existing hose bibs for water supply at meter locations indicated.
- B. If required, provide a house pump complete with necessary operating controls, starters and switches, to supply adequate capacity with minimum 20 lb. pressure at each outlet.
- C. Contractor shall filter waste water and make suitable for discharge to sanitary sewer.

## 1.07. TOILET

A. Provide and maintain a temporary toilet for all workmen on the project, in an enclosed structure housing IDPH approved plumbing fixtures and filtration.

## 1.08. MISCELLANEOUS FACILITIES

Provide and maintain all miscellaneous temporary facilities such as ladders, ramps, scaffolds, hoists, railings, chutes, barricades, enclosures, platforms, walks, etc., as required for the proper execution of the Work.

## 1.09. OPENINGS

A. Provide openings where required for moving in large pieces of equipment of all types. Close and restore all openings and finish them after the equipment is in place.

## 1.10. PROTECTION

- A. Employ such watchman service as necessary to properly protect and safeguard the work.
- B. The Owner shall not in any way be liable or responsible for the damage or loss to the work due to trespass or theft.

END 01500.

## 1.01. REQUIREMENTS INCLUDE

- A. Base all bids on providing all products exactly as specified.
- B. For products specified only by reference or performance standards, select any product which meets or exceeds standards, by any manufacturers, subject to the Asbestos Project Designer's approval.
- C. For products specified by naming several products or manufacturers, select any product and manufacturer named.

## 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01040 Project Coordination.

## 1.03. SUBSTITUTIONS, BIDDER/CONTRACTOR OPTIONS

- A. PRIOR TO BID OPENING: The Asbestos Project Designer will consider written requests to amend the bidding documents to add products not specified provided such requests are received at least 10 calendar days prior to bid opening date. Requests received after that time will not be considered. When a request is approved, the Asbestos Project Designer will issue an appropriate addendum not less than seven calendar days prior to bid opening date.
- B. WITH BID: A bidder may propose substitutions with his bid by completing the Substitution Sheet with the Bid Form, subject to the provisions stated thereon. Asbestos Project Designer/Engineer will review Substitution Sheet of low bidder and recommend approval or rejection by Owner prior to award of Contract.
- C. AFTER AWARD OF CONTRACT: No substitutions will be considered after Notice of Award except under one or more of the following conditions:
  - 1. Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
  - 2. Unavailability of specified products, through no fault of Contractor.
  - 3. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
  - 4. Manufacturer/fabricator refusal to certify or guarantee performance of specified product as specified.
  - 5. When a substitution would be substantially to Owner's best interests.

## 1.04. SUBSTITUTION REQUIREMENTS

- A. Submit 3 copies of each request for substitution. Include in request:
  - 1. Complete data substantiating compliance of proposed substitution with contract documents.
  - 2. For products:
    - a) Product identification, including manufacturer's name and address.
    - b) Manufacturer's literature:
      - 1) Product description.
      - 2) Performance and test data.
      - 3) Reference standards.
        - I. Samples
        - II. Name and address of similar projects on which product was used and date of installation.
  - 3. For construction methods:
    - a) Detailed description of proposed method.
    - b) Drawings illustrating methods.

- 4. Itemized comparison of proposed substitutions with product or method specified.
- 5. Data relating to changes in construction schedules.
- 6. Identify:
  - a) Other contract affected.
  - b) Changes or coordination required.
- 7. Accurate cost data on proposed substitution in comparison with product or method specified.
- B. In making request for substitution, bidder/contractor' represents:
  - 1. He has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified
  - 2. He will provide the same guarantee or better guarantee for substitution as for product or method specified.
  - 3. He will coordinate installation of accepted substitutions into work, making all changes required for work to be complete in all respects.
  - 4. Cost data is complete and includes all related costs under his contract, but excludes:
    - a) Costs under separate contracts.
    - b) Asbestos Project Designer/Engineer's redesign.
    - c) Administrative costs of Asbestos Project Designer/Engineer.
  - 5. He will pay all additional costs and expenses for Owner, Asbestos Project Designer/Engineer and other contractors.
- C. Substitutions will not be considered when:
  - 1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accordance with Paragraph 1.04.
  - 2. Acceptance will require substantial revisions of contract documents, unless Contractor pays additional costs as stated in paragraph 1.04.B.5.

END 01630.

## 1.01. REQUIREMENTS INCLUDE

- A. Contractor:
  - 1. Substantial completion.
  - 2. Final completion.
  - 3. Closeout submittals.
  - 4. Application for final payment.
  - 5. Final cleaning.

## 1.02. RELATED REQUIREMENT

- A. Specified elsewhere:
  - 1. 01010 Project Summary.
  - 2. 01500 Temporary Facilities and Controls.
  - 3. 01710 Final Cleaning.
  - 4. 01720 Project Record Documents

## 1.03. SUBSTANTIAL COMPLETION

- A. When Contractor considers work substantially complete, submit written declaration to Asbestos Project Designer that work, or designated portion thereof, is substantially complete and in compliance with IDPH and EPA regulations.
- B. Asbestos Project Designer will make a preliminary inspection within seven business days after receipt of Contractor's declaration.
- C. Upon determining that work is substantially complete, Asbestos Project Designer will accept application for payment.

## 1.04. APPLICATION FOR FINAL PAYMENT

- A. Contractor submit duly executed:
  - 1. Final Affidavit and Sworn Statement.
  - 2. Contractor's Final Waiver of Lien.
  - 3. Separate releases of waivers of liens for all subcontractors, suppliers and others with lien rights against property of Owner, together with complete list of those parties.
  - 4. Final accounting statement, reflecting all adjustments to contract sum.
    - a) Original contract sum.
    - b) Additions and deductions resulting from:
      - 1) All change orders.

- 2) Deductions for uncorrected work.
- 3) Deductions for liquidated damages.
- 5. Total contract sum, as adjusted.
- 6. Previous payments.
- 7. Sum remaining due.
- B. Asbestos Project Designer will process final statement in accord with Conditions of the Contract.

END 01700.

## I. <u>GENERAL</u>

## 1.01. REQUIREMENTS INCLUDE

- A. Provide final cleaning in addition to asbestos abatement cleaning requirements:
  - 1. At completion of work, or at such other times as necessary, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces; leave work clean and ready for occupancy.

## 1.02. RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. Contract Closeout.
  - 2. Respective specification sections cleaning for specific products or work.
  - 3. Asbestos Abatement.

## 1.03. SAFETY REQUIREMENTS

- A. Standards: Maintain project in accord with following safety and insurance standards:
  - 1. Federal and state regulations.
  - 2. National Fire Protection Association (NFPA).
- B. Hazards Control:
  - 1. Store volatile wastes in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with Federal and State anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.

## 1.04. SUBMITTALS

- A. Manufacturer's recommendations for cleaning specified products.
- B. Proposed cleaning products for products where manufacturer's recommendations are not specified.

## 2. PRODUCTS

## 2.01. MATERIALS

- A. Select and use all cleaning materials and equipment with care to avoid scratching, marring, defacing, staining or discoloring surfaces cleaned.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

## 3. EXECUTION

#### 3.01. FINAL CLEANING

- A. Employ experienced workmen or professional cleaners for final cleaning.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed surfaces.
  - 1. In preparation for substantial completion or occupancy, conduct final inspection of sightexposed surfaces, and of concealed spaces to insure performance.
- C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- D. Maintain finally cleaned areas until project, or designated portion thereof, is accepted by Owner.

END 01710.

#### PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
  - A. Drawing ASB01
- 1.2 APPLICABILITY
  - A. These specifications apply for all demolition, construction and renovation projects that require the removal and disposal of asbestos containing materials prior to renovation or demolition of a building in accordance with all applicable regulations.

#### 1.3 INTRODUCTION

A. Asbestos abatement work prior to renovation and/or demolition is required to follow all applicable Local, State and Federal regulations. This specification is intended to provide for the removal of friable and Category I and II non-friable asbestos-containing materials prior to a renovation or structural demolition. Abatement of these items is specified in the specifications.

#### 1.4 DEFINITION

- A. In addition to the terms listed below, all definitions in the laws and regulations specified elsewhere in the specifications are incorporated by reference, whether or not restated herein.
- B. Abatement Contractor (AC) means the entity responsible for performing the work in the specifications and has the training and accreditation to competently perform the work. This entity shall obtain and maintain licenses required for the indoor work in the specifications.
- C. ACM means Asbestos Containing Material.
- D. Asbestos Abatement Supervisor, hereinafter referred to as "Supervisor" means any person who supervises asbestos abatement workers. This person must be trained, accredited, and meet OSHA competent person criteria for asbestos abatement.
- E. Competent person means one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f): in addition, for roofing materials (considered Class II work) who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor, or its equivalent.
- F. Drawings are those enumerated in the Schedule of Drawings or issued with the contract documents, and additional drawings and sketches, if any, incorporated into the Contract.
- G. Environmental Consultant (EC) means the entity with overall responsibility for the environmental aspects of the project, including design, organization, direction, and control as well as investigations, assessments and on-site supervision of project managers.
- H. EPA means the Illinois Environmental Protection Agency.
- I. HEPA Filter means a High Efficiency Particulate Air filter capable of trapping 99.97% percent of particles greater than 0.3 micrometers in mass median aerodynamic equivalent diameter.
- J. IDPH means the Illinois Department of Public Health.

- K. Owner means the owner of the building or owners representative.
- L. Plasticize means to apply plastic sheeting over surfaces or objects to protect them from contamination or water damage.
- M. PPE (Personal Protection Equipment) means the protective suits, head and foot covers, gloves, respirators and other items used to protect persons from asbestos or other hazards.
- N. RCRA means the Resource Conservation and Recovery Act and associated regulations.
- O. SDS means Safety Data Sheets, required by OSHA for any chemical in the workplace that that could be expected to cause an exposure to workers during normal use or in emergency situations.
- P. TCLP means the Toxicity Characteristic Leaching Procedure as specified in EPA 530/SW-846, Test Methods for Evaluating Solid Waste: Physical/Chemical Methods 3rd edition, November 1986.
- Q. Work means the obligations of the Contractor under the Contract Documents. Work includes, unless specifically excepted by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes, and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.
- R. Work Area means the area or areas where asbestos abatement is being conducted.
- 1.5 SCOPE OF WORK.
  - A. Refer to Contract Documents.
- 1.6 WORK INCLUDED
  - A. The Work includes all labor, equipment, materials, and supplies necessary to perform the scope of work in the documents by the procedures described herein. The Contractor, by submitting a bid for the Work, represents itself as knowledgeable and expert in the performance of the Work, and includes all things usually and customarily necessary to provide a complete and finished job, whether specifically mentioned or not. Related work may be shown in other related documents, prepared by others, if applicable.
  - B. Removal of friable and non-friable asbestos-containing materials listed in the documents, including isolating the Work Areas, protection of adjacent areas, cleanup, proper packaging and disposal of wastes, and all other steps necessary to complete the scope of work.
  - C. Repair or replacement of damaged surfaces, fixtures, or furnishings in portions of the structure that will not be demolished, if any, to restore them to their pre-existing condition to the satisfaction of the Owner.
  - D. Compliance with all applicable laws, regulations, standards, and these specifications. In the case of a conflict, the Contractor shall comply with the most stringent.
  - E. All licenses, accreditations, permits, fees, notifications, reports, or other documents required by law, regulation, this specification, or the documents.
  - F. Provide project closeout documentation to the EC within thirty (30) days after final clearance. This documentation shall include, but is not limited to submittals requirements specified elsewhere in the specifications.

## 1.7 LAWS, REGULATIONS AND STANDARDS

- A. The following laws, regulations, and standards are incorporated by reference:
  - 1. 29 CFR 1910: US OSHA General Industry Standards
  - 2. 29 CFR 1926: US OSHA Construction Standards
  - 3. 29 CFR 1926.1101: US OSHA Asbestos Construction Standards
  - 4. 40 CFR Part 61: US EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP), 11/90 revision
  - 5. 40 CFR 763 Subpart E, US EPA Asbestos Model Accreditation Plan (MAP): Appendix C - Interim Final Rule
- 1.8 ASSESSMENT, MONITORING, TESTING AND ANALYSIS
  - A. The EC will perform inspection, testing and design services prior to the start of work, and monitor during the project and upon its completion.
    - 1. Prior to the start of work
      - a. The EC shall identify suspect materials and confirm their asbestos content through testing.
      - b. The EC will design the project and address any design changes as requested.
      - c. The EC shall collect background air samples before conditions are disturbed. Background samples shall be analyzed by PCM.
    - 2. During the work, the EC shall:
      - a. Observe the work with sufficient frequency to ensure contractor compliance with the specifications.
      - b. Assure that all personnel and visitors have the proper current medical screening, respirator fit test, and training for their respective duties prior to entering a regulated area.
      - c. Collect air samples in and around the Work Area, as needed, to verify exposure conditions.
      - d. The EC may stop the work if airborne asbestos concentrations at the Work Area perimeter exceed 0.01 f/cc. Contractor shall be responsible for taking corrective action to reduce exposure levels and prevent recurrence, and cleaning adjacent areas that become contaminated by the asbestos abatement activities.
    - 3. Upon completion of the work, the EC shall:
      - a. Visually inspect for visible debris. Contractor shall be required to re-clean the area or potions of areas until no visible debris remains.
      - b. Conduct final clearance testing as required.
      - c. Prepare the project report.
  - B. The Contractor shall provide OSHA compliance air monitoring to determine exposures to its employees in accordance with OSHA 29 CFR 1926.1101. Frequency of testing shall comply with OSHA requirements for the anticipated and actual exposure levels.
    - 1. A written Exposure Assessment may be provided prior to the start of the work to determine the requirements for respiratory protection and frequency of OSHA monitoring for each type of activity. The contractor should note that a Negative Exposure Assessment (NEA) may be possible for many tasks.
    - 2. Analysis may be performed on site.
  - C. Credentials required for testing and analysis of PCM air samples:
    - 1. Accreditation by AIHA or AAR; or

- 2. Participation in the Proficiency Analytical Testing (PAT) program.
- 3. Certification of individual qualification to read samples on site when on site analysis is conducted.

## 1.9 SUBMITTALS BY THE CONTRACTOR:

- A. Ten (10) day NESHAP notification to the Illinois EPA with when the asbestos quantities reach or exceed 260 linear feet or 160 square feet. Two (2) day IDPH notification for asbestos abatement quantities less than 260 linear feet or 160 square feet.
  - 1. Ten (10) day IEPA Asbestos Notification on revised form, including inspector license number and landfill permit number.
  - 2. Evidence that all contractor employees in the Work Areas are trained and accredited in accordance with OSHA, NESHAP, and EPA MAP requirements:
    - a. Current Annual refresher training certificate.
    - b. Current IDPH asbestos license (optional, in lieu of initial training certificate).
    - c. Current physicians written opinion
    - d. Current respirator fit test for negative pressure respirators when respirators are used.
  - 3. Copy of OSHA exposure assessment, if available.
  - 4. OSHA compliance air monitoring records generated during the project.
  - 5. Waste shipment records.
  - 6. Worker license and certification log.
  - 7. Safety Data Sheets (SDS) for chemicals used on site.
  - 8. Work plan and schedule

## PART 2- PRODUCTS

- 2.1 TOOLS AND EQUIPMENT
  - A. All tools and equipment shall at least conform to minimum industry standards and IDPH regulations.
  - B. Equipment:
    - 1. Negative Air Machines shall provide HEPA filtration and conform to ANSI Z9.2 fabrication criteria.
    - 2. Respirators shall be NIOSH approved for use with lead, asbestos, or other contaminants anticipated in the Work.
    - 3. Contractor is fully responsible for complying with OSHA rules for other safety equipment, such as hard hats, safety harnesses, eye protection, gloves, footwear, and any other safety devices used on the site.
    - 4. Pressure differential manometer with readable tape shall be provided by the Contractor including calibration documentation.
  - C. Tools:
    - 1. Shovels and scoops shall be rubber or plastic, suitable for use in plasticized containment. Metal shovels are not permitted.
    - 2. Scrapers, brushes, utility knives and other hand tools shall be of good quality and suitable for the intended uses. The Contractor shall keep an ample supply on hand for the completion of the Work.
    - 3. Power tools such as, but not limited to saws, pneumatic chisels, brushes, sanders, and needle guns shall be equipped with shrouds and HEPA-filtered local exhaust systems to capture released particles.

## 2.2 MATERIALS

- A. All materials shall at least conform to minimum industry standards and IDPH regulations.
- B. Abatement materials
  - 1. Fire-retardant, poly sheeting for all applications shall be 6 mil nominal thickness for critical seals, floors, ceilings and drop cloths, and 4 mil for walls.
  - 2. Tape shall be 2" or 3" duct tape or other waterproof tape suitable for joining poly seams and attaching poly sheeting to surfaces.
  - 3. Spray adhesives shall be non-flammable and free of methylene chloride solvents.
  - 4. Disposal bags shall be 6 mil.
  - 5. Disposable suits, hoods, and foot coverings shall be TYVEK or similar.
  - 6. Solvents shall be compatible with any primers, mastics, adhesives, paints, coatings, or other surfacing materials to be installed following their use.

## PART 3- EXECUTION

- 3.1 EMPLOYEE TRAINING, QUALIFICATION AND MEDICAL SCREENING
  - A. Supervisors and Workers shall be trained, accredited, and licensed in accordance with IDPH rules.
    - 1. Contractor shall keep copies of licenses, initial training course certificate, and most recent annual refresher training certificate at the jobsite at all times for all contractor personnel.
    - 2. A Supervisor (competent person) shall be present at the worksite at all times when work under the specifications is being conducted.
  - B. Medical Screening. All contractor personnel shall have a current medical examination in accordance with OSHA requirements. Copies of the Physician's Written Opinions shall be kept on site.
- 3.2 PERMISSIBLE EXPOSURE LIMITS
  - A. The OSHA Permissible Exposure Limit (PEL) for worker exposure to airborne asbestos is 0.1 f/cc as an 8-hour time-weighted average (TWA).
  - B. The OSHA short term excursion limit for worker exposure to airborne asbestos is 1.0 f/cc for a 30 minute sample.

#### 3.3 EXPOSURE ASSESSMENT AND MONITORING

- A. The Contractor shall make a written assessment of the potential airborne asbestos fiber exposures for this project. Assessments shall conform with OSHA requirements and may be based upon:
  - 1. Initial monitoring of representative workers who the contractor believes are exposed to the greatest airborne concentrations of asbestos, or
  - 2. Past monitoring (within the past 12 months) or objective data for conditions closely resembling the processes, type of material, control methods, work practices and environmental conditions to be used for this project.
- B. The Contractor shall perform personal monitoring in accordance with the following requirements:
  - 1. Initially, to establish an exposure assessment when past monitoring or objective data are not available for an initial determination.
  - 2. Periodically if the exposures are, or are expected to be, below the PEL.

- 3. Daily, if exposures are above the PEL.
- 4. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may affect employee exposures, the exposure assessment shall be updated, and monitoring shall be re-instituted if exposures are unknown or are expected to exceed the PEL.

## 3.4 RESPIRATORY PROTECTION

A. Respiratory protection shall be worn in accordance with all applicable regulations referenced in Laws, Regulations and Standards specified elsewhere in the specifications.

## 3.5 HYGIENE PRACTICES

- A. Eating, drinking, smoking, chewing gum or tobacco, and applying of cosmetics are not allowed in the Work Area.
- B. All persons entering the Work Area are required to wear appropriate PPE, and follow the entry and exit procedures posted in the Personnel Decontamination Enclosure System.
- C. Personal Protection Equipment (PPE) is required when airborne exposures are, or are expected to be above the PEL, or as needed to protect the safety of personnel and visitors. PPE may include:
  - 1. Full body disposable suits, headgear, and footwear.
  - 2. Gloves.
  - 3. Hardhats.
  - 4. Non-disposable footwear and clothing shall remain in the Work Area and shall be disposed of as contaminated waste when the job is completed.
  - 5. Authorized visitors shall be provided with suitable PPE when PPE is required in the Work Area. The EPM shall assure that visitors have proper and current medical screening and fit test, and awareness training or other appropriate training.
- D. A Personnel Decontamination Facility (decon) is required when worker exposures are expected to exceed the PEL. The decontamination unit may be remotely located if not feasible to locate adjacent to the Work Area.
  - 1. When a remote decon unit is used, personnel shall use a double-suiting procedure for traveling between the Work Area and the decon. Persons shall HEPA-vacuum the exterior of their disposable suits at the entry to the Work Area, put on a clean suit over the existing suit, and proceed to the decon unit for shower decontamination and change into street clothes.
- E. When exposures are below the PEL, protective disposable suits are recommended, but not required. To exit, persons shall HEPA-vacuum down clothing at the Work Area entry, and leave the Work Area. When disposable suits are used, they shall be HEPA-vacuumed, stripped off, and deposited in an asbestos disposal bag. Personnel may then leave the Work Area.

## 3.6 PROHIBITED ACTIVITIES

- A. Dry removal or dry sweeping, except:
  - 1. During freezing weather. In this case, temperature and weather conditions must be recorded at the start, during, and at the end of the shift.
  - 2. On roofs with 3:1 slope or greater. In this case, roofing shall be removed in an intact condition, as much as possible.
  - 3. For roofing areas of less than 25 square feet.
  - 4. When equipment damage or other hazard exists. In this case, written permission from IEPA is required prior to performing dry removal.

- B. Use of compressed air for cleaning.
- C. Use of high speed power tools not equipped with a HEPA-filtered local exhaust or water spray system.
- D. Eating, drinking, smoking, chewing gum, or applying cosmetics in the Work Area.
- E. Removing respirators or other PPE in the Work Area.
- F. Contractor shall not salvage or recycle building materials unrelated to abatement scope of work.

## 3.7 WORK AREA ISOLATION AND PREPARATION

- A. General Preparation. Contractor shall:
  - 1. Post:
    - a. Caution signs meeting the specifications of OSHA 29 CFR 1926.1101 (k)(6) at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels.
    - b. Decontamination and work procedures in equipment rooms and clean rooms.
    - c. Pre-clean all areas within the Work Area.
    - d. EPA NESHAP asbestos rules (40 CFR Part 61, subparts A & M) in the clean room.
    - e. OSHA Asbestos Construction Standards (29 CFR 1926.1101) in the clean room.
    - f. List of telephone numbers in the clean room for:
      - 1) Local hospital and/or local emergency squad.
      - 2) School security office (if applicable).
      - 3) Owner representative reachable 24 hours per day.
      - 4) Contractor's headquarters.
      - 5) Architects or consultants directly involved in the project.
  - 2. Secure the Work Area from entry by unauthorized persons.
- B. Exterior Preparation:
  - 1. 6 mil plastic sheeting shall be placed over the ground, foundation, or other surfaces below the abatement area.
  - 2. Unauthorized entry shall be prevented by using appropriate barriers, such as warning tape, fencing, or other suitable barriers.
  - 3. Nearby air intakes, grilles, and other openings into the building interior areas not being renovated or demolished above, below, or besides the Work Area that could be exposed to airborne dust shall be closed or sealed off with poly and tape.
  - 4. All electric power in the Work Area shall be protected with ground-fault circuit interrupters.

## 3.8 ABATEMENT PROCEDURES

- A. General Removal Requirements:
  - 1. Asbestos materials shall be wetted and kept wet during removal.
  - 2. ACM shall be bagged or containerized as it is removed. Wastes shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered via covered, dust-tight chute, crane, hoist, or other means that prevent the wastes from being dropped or thrown.
  - 3. Appropriate OSHA fall protection shall be provided when appropriate:

- a. Scaffolding more than one section high shall be equipped with handrails and midrails designed to provide fall protection, or full-body safety harnesses shall be worn and tied off to a secure anchor point.
- b. Workers in manlifts shall wear full body harnesses and tie to the tie-off point provided on the manlift basket whenever the basket is elevated from ground level.
- c. Personal fall protection consisting of full body harnesses, lanyards, and OSHAcompliant lifelines, anchorage, and deceleration devices shall be provided whenever personnel are within 6 feet of an opening, hole, or edge where there is a risk of falling 6 feet or more.

## 3.9 CLEANING AND DECONTAMINATION

- A. All visible accumulations of ACM, debris, tools, and unnecessary equipment shall be removed from the Work Area.
- B. Protective poly shall be folded in on itself, rolled up, placed in asbestos disposal bags, and disposed as asbestos waste.
- C. Surfaces which have been exposed to friable ACM or its dust shall be HEPA vacuumed.
- D. Dry sweeping of surfaces that have been exposed to friable ACM or its dust is not permitted.

## 3.10 FINAL CLEARANCE

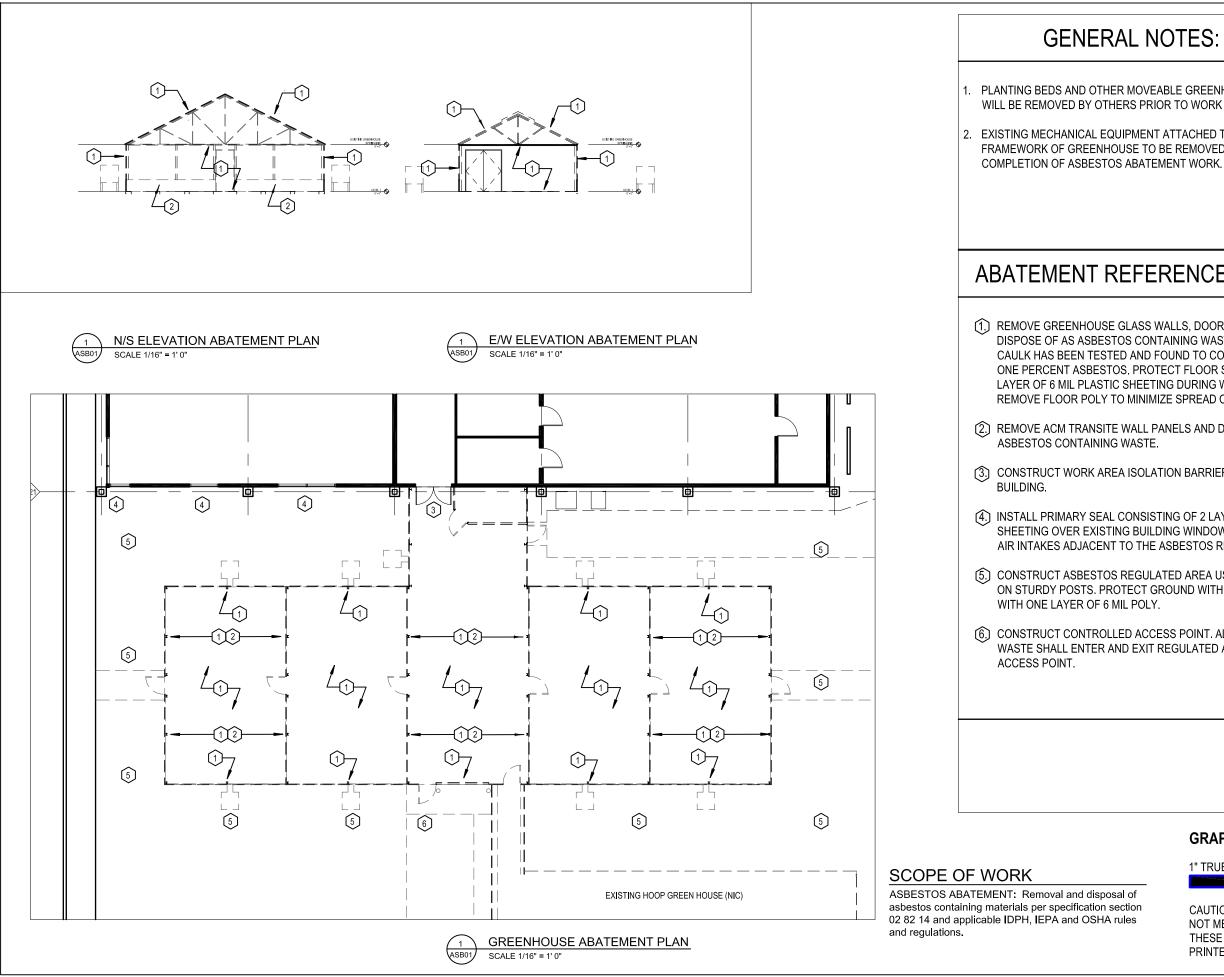
- A. Cleaning may be discontinued when there is no visible debris and area air monitoring results verify that exposures are below the PEL.
- B. Final (aggressive) clearance sampling will be conducted by the EC. Each sample result, as determined by Transmission Electron Microscopy, the average of the five inside samples shall be less than or equal to 70 structures per square millimeter of filter area. If the sampling results indicate a concentration of airborne fibers in excess of this clearance criteria, the contractor shall re-clean the contained and/or regulated area at no cost to the owner. The Contractor shall not be released until the contained and/or regulated Work Area meets the clearance criteria.

#### 3.11 WASTE DISPOSAL AND EQUIPMENT LOAD-OUT

- A. Category I and II non-friable waste may be adequately wetted and loaded in bulk into lined receptacles, such as dumpsters or trailers. Receptacles shall be closeable and lockable to provide security and to prevent air emissions. It is the abatement contractor's responsibility to determine and provide for more stringent manifesting or packaging requirements that may be imposed by transporters or landfills.
- B. Packaged friable asbestos wastes:
  - 1. Asbestos-containing wastes, including removed ACM and debris, poly, critical barrier materials, suits, respirator filters, vacuum HEPA filters, water filters, and other asbestos-containing items shall be properly packaged for disposal.
  - 2. Use 6 mil plastic bags with a gooseneck seal, drums, or other type of sealed container.
  - 3. Wrap large or irregular items in 6 mil poly sheeting and seal with tape.
  - 4. Sharp, jagged, or other items that may puncture poly shall be packaged in rigid impermeable containers such as drums or boxes, or wrapped in burlap or other protective covering before sealing in bags or poly sheeting.
  - 5. Label containers for friable ACM waste:
    - a. OSHA warning label.
    - b. DOT performance-oriented hazardous material label.
    - c. Name and address of generator and abatement location.
- C. Removing items from the Work Area:

- 1. Packaged asbestos wastes shall be HEPA-vacuumed before removing from the Work Area.
- D. Storage of packaged asbestos wastes shall be in a completely enclosed dumpster, or other suitable container that can be secured. The secured area shall be kept locked at all times to prevent unauthorized access.
- E. Shipment of items from the project.
  - 1. Decontaminated tools and equipment may be shipped by normal carrier to warehouse, another jobsite, or other destination.
  - 2. For asbestos wastes:
    - a. Line shipping container with 6 mil poly prior to loading packaged friable asbestos wastes.
    - b. Post NESHAP placards during loading of friable asbestos wastes.
    - c. Execute the NESHAP-required Waste Shipment Record (WSR) to be signed by the generator, transporter, and landfill. All WSRs shall be returned to the EC within 30 days of shipment.
    - d. Only landfills approved and permitted for accepting asbestos wastes may be used for disposal.

END OF SECTION 02 82 14



# **GENERAL NOTES:**

1. PLANTING BEDS AND OTHER MOVEABLE GREENHOUSE EQUIPMENT WILL BE REMOVED BY OTHERS PRIOR TO WORK ON THIS CONTRACT.

2. EXISTING MECHANICAL EQUIPMENT ATTACHED TO STRUCTURAL FRAMEWORK OF GREENHOUSE TO BE REMOVED FOLLOWING

## ABATEMENT REFERENCED NOTES:

(1) REMOVE GREENHOUSE GLASS WALLS, DOORS, GLASS ROOF, AND DISPOSE OF AS ASBESTOS CONTAINING WASTE. WINDOW PANEL CAULK HAS BEEN TESTED AND FOUND TO CONTAIN GREATER THAN ONE PERCENT ASBESTOS. PROTECT FLOOR SURFACES WITH ONE LAYER OF 6 MIL PLASTIC SHEETING DURING WORK, CAREFULLY REMOVE FLOOR POLY TO MINIMIZE SPREAD OF ACM.

(2.) REMOVE ACM TRANSITE WALL PANELS AND DISPOSE OF AS

(3) CONSTRUCT WORK AREA ISOLATION BARRIER AT DOOR TO

(4.) INSTALL PRIMARY SEAL CONSISTING OF 2 LAYERS OF 6 MIL PLASTIC SHEETING OVER EXISTING BUILDING WINDOWS AND OVER FRESH AIR INTAKES ADJACENT TO THE ASBESTOS REGULATED AIR.

(5.) CONSTRUCT ASBESTOS REGULATED AREA USING BARRIER TAPE ON STURDY POSTS. PROTECT GROUND WITHIN REGULATED AREA

(6.) CONSTRUCT CONTROLLED ACCESS POINT. ALL WORKERS AND WASTE SHALL ENTER AND EXIT REGULATED AREA AT CONTROLLED

2018 GREENHOUSE REPLACEMENT ASBESTOS ABATEMENT PLANS ISSUE/REVISION: DATE DESCRIPTION 01/30/18 ISSUED FOR 90% PROJECT:

TEM

ENVIRONMENTAL. INC.

Janvis Tsi taras, Sil IBPH 100-20345

443 Duane Street Glen Ellyn, IL 60137

(630) 790-0881 FAX

(630) 790-0880

2018 GREENHOUSE DEMOLITION

DRAWING TITLE:

GREENHOUSE ABATEMENT PLAN

DESIGNED BY: JAMES TUINENGA, CIH DRAWN BY: JAMES TUINENGA, CIH

CHECKED BY: PROJECT NO:

CALE:

HEET NO.

CAUTION: IF THIS BAR DOES NOT MEASURE EXACTLY 1" THESE DRAWINGS ARE NOT PRINTED TO SCALE

**GRAPHIC SCALE** 

1" TRUE SCALE

ASB01