



BATTA ENVIRONMENTAL ASSOCIATES, INC.  
Delaware Industrial Park  
6 Garfield Way  
Newark, DE 19713-5817  
Ph (302) 737-3376  
Fx (302) 737-5764  
www.battaenv.com

RECEIVED

MAY 20 2016

FACILITIES MANAGEMENT

**SPECIFICATION**  
**FOR**  
**ASBESTOS ABATEMENT / DECONTAMINATION**  
**RED CLAY CONSOLIDATED SCHOOL DISTRICT**  
**BALTS ELEMENTARY SCHOOL**  
**and MCKEAN HIGH SCHOOL**  
**WILMINGTON, DELAWARE**

PREPARED FOR:

MR. MARCIN MICHALSKI  
MANAGER  
RED CLAY CONSOLIDATED SCHOOL DISTRICT  
1798 LIMESTONE ROAD  
WILMINGTON, DELAWARE 19804

PREPARED BY:

TODD K. ZEISLOFT - PROJECT DESIGNER ACC-0415-10-006  
BUILDING INSPECTOR ACC-0355-6-005

Signature on File

BATTA ENVIRONMENTAL ASSOCIATES, INC.  
DELAWARE INDUSTRIAL PARK  
6 GARFIELD WAY  
NEWARK, DELAWARE 19713-3540

REVIEWED BY:

NEERAJ BATTA - PROFESSIONAL ENGINEER  
VICE PRESIDENT

Signature on File

BATTA ENVIRONMENTAL ASSOCIATES, INC.  
DELAWARE INDUSTRIAL PARK  
6 GARFIELD WAY  
NEWARK, DELAWARE 19713-3540

**APPROVED**  
**Facilities Management**  
Signature on File

DATE:

May 10, 2016

PROJECT NO:

BEA # 767914 R & Q

5/23/2016

*This is to certify that the State of Delaware, Facilities Management, has reviewed this Specification, and approves its use for the projects listed in the attached document.*

**RED CLAY CONSOLIDATED SCHOOL DISTRICT**

**BEA # 767914 R & Q - BALTZ ES & MCKEAN HS**

*In accordance with Delaware Code, Title 16, Chapter 78, Paragraph 7805 (1)*

Signature on File

Signature \_\_\_\_\_ 5/23/2016

Printed Name Doyle Tiller

**TABLE OF CONTENTS**

- A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

B. DOCUMENTS BOUND HEREWITH

**DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS**

**INTRODUCTORY INFORMATION**

00 01 10 – TABLE OF CONTENTS	1 page
------------------------------	--------

**PROCUREMENT REQUIREMENTS**

00 21 13 – INSTRUCTIONS TO BIDDERS	12 pages
00 41 13 – BID FORM	6 pages
00 43 13 – BID BOND	1 page

**CONTRACTING REQUIREMENTS**

00 52 13 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA-A101)	7 pages
00 54 13 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER & CONTRACTOR A101-2007	1 page
00 61 13.13 – PERFORMANCE BOND	2 pages
00 61 13.16 – PAYMENT BOND	2 pages
00 62 76 – APPLICATION AND CERTIFICATE FOR PAYMENT FORMS (AIA G702 & G703)	2 pages
00 72 13 – GENERAL CONDITIONS TO THE CONTRACT (AIA A201)	41 pages
00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS	10 pages
00 73 46 – WAGE RATE REQUIREMENTS (Delaware Prevailing Wage Rates with DOL Letter)	3 pages
00 81 13 – GENERAL REQUIREMENTS	14 pages
STATE OF DELAWARE REQUIRED LANGUAGE	2 pages

**TECHNICAL SPECIFICATIONS**

**DIVISION 01 – General Requirements**

01013 Summary of Work - Asbestos Abatement	24 pages
01028 Application for Payment	6 pages
01043 Project Coordination - Asbestos Abatement	7 pages
01097 Reference Standards and Definitions - Asbestos Abatement	17 pages
01098 Codes, Regulations and Standards - Asbestos Abatement	5 pages
01301 Submittals - Asbestos Abatement	12 pages
01503 Construction Facilities & Temporary Controls - Asbestos Abatement	16 pages
01513 Temporary Pressure Differ. & Air Cir. Systems	11 pages
01526 Temporary Enclosures	10 pages
01527 Regulated Areas	5 pages
01528 Entry into Controlled Areas	4 pages
01560 Worker Protection - Asbestos Abatement	8 pages
01562 Respiratory Protection	8 pages
01563 Decontamination Units	9 pages
01601 Materials and Equipment - Asbestos Abatement	4 pages
01632 Substitutions - Asbestos Abatement	4 pages
01701 Contract Closeout - Asbestos Abatement	5 pages
01711 Project Decontamination	11 pages
01712 Cleaning and Decontamination Procedures	4 pages

# **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

## **TECHNICAL SPECIFICATIONS (cont.)**

### **DIVISION 02 – Site Work**

02061 Building Component Demolition – Asbestos Abatement	5 pages
02063 Removal of Asbestos Contaminated Materials	2 pages
02081 Removal of Asbestos Containing Materials	6 pages
02084 Disposal of Regulated Asbestos Containing Material	4 pages
02085 Resilient Flooring Removal – Mfg recommended Work Practices	20 pages
02086 Hazardous Waste Management	6 pages
02087 Resilient Flooring Removal – Aggressive Asbestos Abatement	14 pages

**Appendix A: American Institute of Architect Documentation**

**Appendix B: Contractor and Subcontractor Weekly Payroll Submittal, Ten Day Notification, Waste Shipment Record Form and Instructions**

**Appendix C: Project Start Checklist  
Daily Project Checklist  
Containment Checklist**

**Appendix D: Bid Tabulation Form  
Certificate of Visual Inspection  
Certificate of Worker's Acknowledgment  
Submittal Requirements / Compliance Form,  
Certificate of Work Completion  
Application for Payment**

**END OF SECTION**



**INSTRUCTIONS TO BIDDERS**

**TABLE OF ARTICLES**

1.     **DEFINITIONS**
2.     **BIDDER'S REPRESENTATION**
3.     **BIDDING DOCUMENTS**
4.     **BIDDING PROCEDURES**
5.     **CONSIDERATION OF BIDS**
6.     **POST-BID INFORMATION**
7.     **PERFORMANCE BOND AND PAYMENT BOND**
8.     **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**ARTICLE 1: GENERAL****1.1 DEFINITIONS**

**1.1.1** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**1.2** **STATE:** The State of Delaware.

**1.3** **AGENCY:** Contracting State Agency as noted on cover sheet.

**1.4** **DESIGNATED OFFICIAL:** The agent authorized to act for the Agency.

**1.5** **BIDDING DOCUMENTS:** Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

**1.6** **CONTRACT DOCUMENTS:** The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

**1.7** **AGREEMENT:** The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

**1.8** **GENERAL REQUIREMENTS (or CONDITIONS):** General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

**1.9** **SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

**1:10** **ADDENDA:** Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

**1.11** **BIDDER OR VENDOR:** A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

**1.12** **SUB-BIDDER:** A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

**1.13** **BID:** A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 **BASE BID:** The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 **ALTERNATE BID (or ALTERNATE):** An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 **UNIT PRICE:** An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 **SURETY:** The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 **BIDDER'S DEPOSIT:** The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 **CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 **CONTRACTOR:** Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 **SUBCONTRACTOR:** An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 **CONTRACT BOND:** The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- ARTICLE 2: BIDDER'S REPRESENTATIONS**
- 2.1 **PRE-BID MEETING**
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

**2.3 JOINT VENTURE REQUIREMENTS**

- 2.3.1** For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2** Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3** All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4** All required insurance certificates shall name both Joint Venturers.
- 2.3.5** Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
- 2.3.6** Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7** In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8** Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

**2.4 ASSIGNMENT OF ANTITRUST CLAIMS**

- 2.4.1** As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

**ARTICLE 3: BIDDING DOCUMENTS****3.1 COPIES OF BID DOCUMENTS**

- 3.1.1** Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2** Bidders shall use complete sets of Bidding Documents for preparation of Bids. The Issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3** Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4** The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

- 3.2.1** The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2** Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3** The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5** The Owner will bear the costs for all impact and user fees associated with the project.

**3.3 SUBSTITUTIONS**

- 3.3.1** The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2** Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3** If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4** The Architect shall have no obligation to consider any substitutions after the Contract award.
- 3.4 ADDENDA**
- 3.4.1** Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued; and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

#### **ARTICLE 4: BIDDING PROCEDURES**

##### **4.1 PREPARATION OF BIDS**

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 **BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY.** If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.2 **BID SECURITY**
  - 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the

bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

#### 4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors they intend to employ for this project. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included. The format and categories for the list shall be provided and reviewed and confirmed at the pre-bid meeting.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

#### 4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

**4.5 PREVAILING WAGE REQUIREMENT**

**4.5.1** Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

**4.5.2** The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.

**4.5.3** The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

**4.5.4** The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.

**4.5.5** Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: (1) For inspection or furnished upon request to a representative of the Department of Labor; (2) Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and (3) The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

**4.6 SUBMISSION OF BIDS**

**4.6.1** Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

**4.6.2** Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

**4.6.3** Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.

**4.6.4** Oral, telephonic or telegraphic bids are invalid and will not receive consideration.



- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

- 4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

- 4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

- 4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

5.1 OPENING/REJECTION OF BIDS

- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

**5.3 DISQUALIFICATION OF BIDDERS**

**5.3.1** An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

**5.3.2** If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

**5.3.3** In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

**5.3.3.1** More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

**5.3.3.2** Evidence of collusion among Bidders.

**5.3.3.3** Unsatisfactory performance record as evidenced by past experience.

**5.3.3.4** If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

**5.3.3.5** If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

**5.3.3.6** If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

**5.3.3.7** If any exceptions or qualifications of the Bid are noted on the Bid Form.

**5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT**

- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
- 5.4.3 Each Bid on any Public-Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

#### ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

**ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

**7.1 BOND REQUIREMENTS**

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

**7.2 TIME OF DELIVERY AND FORM OF BONDS**

7.2.1 The bonds shall be dated on or after the date of the Contract.

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

**ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR**

8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

**END OF INSTRUCTIONS TO BIDDERS**

~~BEA # 767914R (& 767914Q)~~

# BID FORM

**For Bids Due:** To Be Announced

To: Mr. Marcin Michalski

Red Clay Consolidated School District

### School Facilities

1798 Limestone Rd.

Wilmington, Delaware 19804

**Name of Bidder:** \_\_\_\_\_

**Delaware Business License No.:** \_\_\_\_\_ **Taxpayer ID No.:** \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

**Phone No.:** (        ) \_\_\_\_\_ - \_\_\_\_\_ **Fax No.:** (        ) \_\_\_\_\_ - \_\_\_\_\_

**BASE BID** – To perform asbestos abatement of asbestos containing Window Caulk (including window removal and disposal) from the windows identified as “BASE” ONLY from Baltz Elementary School at 1500 Spruce Ave., Wilmington, DE, within the scope of the renovation project as shown on the contract drawings and specification as a lump sum.  
The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

dollars

(\$ )

# of Workers/Shift\_\_\_\_\_ # of Shifts\_\_\_\_\_ Length of Shift\_\_\_\_\_ hours # of Business Days\_\_\_\_\_

*Asbestos Abatement / Decontamination at Baltz Elementary (and McKean High Schools)*  
*BEA # 767914R (& 767914Q)*

**BID FORM**

**UNIT PRICES**

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

**ADD**

UNIT PRICE No. 1: Window Caulk (incl. window removal & disposal) / LF \$ \_\_\_\_\_ **per LF**

UNIT PRICE No. 2: Two Stage Decon/ EA \$ \_\_\_\_\_ **per EA**

UNIT PRICE No. 3: Three Stage Decon/ EA \$ \_\_\_\_\_ **per EA**

UNIT PRICE No. 4: Temporary Window Covering / SF \$ \_\_\_\_\_ **per SF**

UNIT PRICE No.5: **Containment Pricing (PAPR)**

Price to be added to setup price. 1-10 SF \$ \_\_\_\_\_ **per SF**

Reflects construction and decontamination of 11-100 SF \$ \_\_\_\_\_ **per SF**

affected areas. Price based on square footage of 101-200 SF \$ \_\_\_\_\_ **per SF**

containment floor area. 201-500 SF \$ \_\_\_\_\_ **per SF**

(does not include decons which are priced separately) 501-1000 SF \$ \_\_\_\_\_ **per SF**

> 1000 SF \$ \_\_\_\_\_ **per SF**

UNIT PRICE No. 5: **Mobilization Price**

**If Contractor is called back to site, after completion  
of contracted work, for additional work.**

\$ \_\_\_\_\_ **per mobilization**

*Asbestos Abatement / Decontamination at Baltz Elementary (and McKean High Schools)*  
*BEA # 767914R (& 767914Q)*

**GENERAL STATEMENT**

I / We acknowledge Addenda numbered \_\_\_\_\_ and the prices submitted include any cost / schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for \_\_\_\_\_ days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within \_\_\_\_\_ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
( Individual's / General Partner's / Corporate Name )  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
( Authorized Signature )

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

Date: \_\_\_\_\_

**ATTACHMENTS**

Sub-Contractor List  
Non-Collusion Statement  
Bid Security

Asbestos Abatement / Decontamination at Baltz Elementary ~~(and McKean High Schools)~~  
BEA # 767914R (& 767914Q)

**BID FORM**

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor **must be listed for each category** where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is **required** that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Asbestos Remover	_____	_____	_____
2. Electrician	_____	_____	_____
3. Waste Hauler (asbestos)	_____	_____	_____
4. OSHA Monitor	_____	_____	_____
5. Analytical Services	_____	_____	_____



*Asbestos Abatement / Decontamination at Baltz Elementary (and McKean High Schools)  
BEA # 767914R (& 767914Q)*

**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date.

All the terms and conditions of Asbestos Abatement / Decontamination at Baltz Elementary School BEA # 767914R and McKean High School BEA # 767914Q have been thoroughly examined and are understood.

NAME OF BIDDER:

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED):

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE):

\_\_\_\_\_

TITLE:

\_\_\_\_\_

ADDRESS OF BIDDER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER:

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
of amount of bid on Contract No. \_\_\_\_\_, to be paid to the **State** for the use and  
benefit of **Red Clay Consolidated School District** for which payment well and truly to be made, we do  
bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for  
and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**  
who has submitted to the **Red Clay Consolidated School District** a certain proposal to enter into this  
contract for the furnishing of certain material and/or services within the **State**, shall be awarded this  
Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by  
the terms of this Contract and approved by the **Red Clay Consolidated School District** this Contract  
to be entered into within twenty days after the date of official notice of the award thereof in accordance with  
the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two  
thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title



# DRAFT AIA® Document A101™ - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the  day of  in the year   
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Architect:  
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \$ ( ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of  percent ( %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of  percent ( %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.


**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:



## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*



### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*



## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.


§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

☒ % ☒

§ 8.3 The Owner's representative:

*(Name, address and other information)*



§ 8.4 The Contractor's representative:

*(Name, address and other information)*

[REDACTED]

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

[REDACTED]

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

[REDACTED]

Section	Title	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

[REDACTED]

Number	Title	Date
[REDACTED]	[REDACTED]	[REDACTED]

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
[REDACTED]	[REDACTED]	[REDACTED]

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (1997 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

Copies of the Document are available through the Owner.

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the **Red Clay Consolidated School District** (“**Owner**”), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)

Name:

Title:

(Corporate Seal)

SURETY

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

By: \_\_\_\_\_(SEAL)

Name:

Title:

(Corporate Seal)

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the **Red Clay Consolidated School District** (“**Owner**”), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_(SEAL)

Name:

Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest:

Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_(SEAL)

Name:

Title:



**DRAFT - AIA® Document G702™ - 1992**

**Application and Certificate for Payment**  
**TO OWNER:**

**PROJECT:**

**APPLICATION NO:** 001

**Distribution to:**

**OWNER:**  
**ARCHITECT:**  
**CONTRACTOR:**  
**FIELD:**

**FROM**

**CONTRACTOR:**

**VIA**  
**ARCHITECT:**

**PERIOD TO:**  
**CONTRACT FOR:**  
**CONTRACT DATE:**  
**PROJECT NOS:**

General Construction

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM..... \$0.00
2. NET CHANGE BY CHANGE ORDERS..... \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$0.00
5. RETAINAGE:

a. 0 % of Completed Work

(Column D + E on G703)..... \$0.00

b. 0 % of Stored Material

(Column F on G703)..... \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$0.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$0.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE..... \$0.00

(Line 3 less Line 6)

\$0.00

**CHANGE ORDER SUMMARY**

	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$0.00</b>

AIA Document G702™ - 1992. Copyright © 1993, 1963, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:09:14 on 04/18/2013 under Order No. 8542187248\_1 which expires on 08/12/2013, and is not for resale.

User Notes:

(845686828)

**AIA® Document G703™ - 1992**

**Continuation Sheet**

AIA Document, G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

AIA Document G703<sup>®</sup> - 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:10:32 on 04/18/2013 under civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 10:10:32 on 04/18/2013 under civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

User Notes:

{1128614007}

**SUPPLEMENTARY GENERAL CONDITIONS A201-1997**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**TABLE OF ARTICLES**

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

**ARTICLE 1: GENERAL PROVISIONS****1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

Delete the last sentence in its entirety and replace with the following:

"The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter."

Add the following Paragraph:

- 1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Paragraphs:

- 1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.
- 1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.
- 1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

**1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Delete Paragraph 1.6.1 in its entirety and replace with the following:

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of

construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

## **ARTICLE 2: OWNER**

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

To Subparagraph 2.2.3 – Add the following sentence:

"The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities."

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

## **ARTICLE 3: CONTRACTOR**

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

### **3.4 LABOR AND MATERIALS**

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent,

related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

### 3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

**4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgement to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

**4.3 CLAIMS AND DISPUTES**

Delete Paragraph 4.3.10 in its entirety.

**4.4 RESOLUTION OF CLAIMS AND DISPUTES**

Delete Paragraph 4.4.5 in its entirety and replace with the following:

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 4.4.6 in its entirety.

**4.5 MEDIATION**

4.5.2 At the end of the second sentence, delete "and with the American Arbitration Association."

**4.6 ARBITRATION**

Delete Paragraph 4.6 and its sub-sections in its entirety.

**ARTICLE 5: SUBCONTRACTORS**

**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the

Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3, 4.

**ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Delete Paragraph 6.1.4 in its entirety.

**ARTICLE 7: CHANGES IN THE WORK**

(SEE ARTICLE 7: CHANGES IN WORK OF THE GENERAL REQUIREMENTS )

**ARTICLE 8: TIME**

**8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

**8.3 DELAYS AND EXTENSION OF TIME**

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1., shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.



**ARTICLE 9: PAYMENTS AND COMPLETION****9.2 SCHEDULE OF VALUES**

Add the following Paragraphs:

9.2.2 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.2.3 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than \_\_\_\_% of the initial contract amount.

**9.3 APPLICATIONS FOR PAYMENT**

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

**9.5 DECISIONS TO WITHHOLD CERTIFICATION**

Add the following to 9.5.1:

.8 failure to provide a current Progress Schedule;

.9 a lien or attachment is filed;

.10 failure to comply with mandatory requirements for maintaining Record Documents.

**9.6 PROGRESS PAYMENTS**

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY****10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following Paragraphs:

10.1.2 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.3 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

**10.2 SAFETY OF PERSONS AND PROPERTY**

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

**10.3 HAZARDOUS MATERIALS**

Delete Paragraph 10.3.3 in its entirety.

**10.5 Delete Paragraphs 10.5 in its entirety.****ARTICLE 11: INSURANCE AND BONDS****11.2 OWNER'S LIABILITY INSURANCE**

Delete Paragraph 11.2 in its entirety.

**11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE**

Delete Paragraph 11.3 in its entirety.

**11.4 PROPERTY INSURANCE**

Delete Paragraph 11.4 in its entirety and replace with the following:

11.4 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

**12.2.2 AFTER SUBSTANTIAL COMPLETION**

Add the following Paragraph:

- 12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

Add the following Paragraph:

**13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

- 13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**



STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
4425 NORTH MARKET STREET  
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200  
FAX (302) 761-6601

**Via Electronic and Regular Mail**

March 29, 2017

Mr. Todd Zeisloft  
Batta Environmental  
6 Garfield Way  
Newark, DE 19713

Re: Austin D. Baltz Elementary School - New Castle County, DE

Dear Mr. Zeisloft:

I am responding to your request for a category determination for the Austin D. Baltz Elementary School, which is a state funded construction project located in New Castle County, DE. The work consists of window replacement including related asbestos abatement of window caulks. You estimate the total cost of construction for this project to be \$2,300,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2017, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 761- 8327.

Sincerely,

Salina Crossland  
Labor Law Enforcement Officer II  
Salina.crossland@state.de.us  
Enclosures

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	38.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.49	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIERS	75.27	39.35	31.83
PLASTERERS	29.84	29.84	22.12
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	51.49	57.01
POWER EQUIPMENT OPERATORS	67.29	67.29	43.83
ROOFERS-COMPOSITION	24.01	23.70	21.64
ROOFERS-SHINGLE/SLATE/TILE	18.39	21.86	17.19
SHEET METAL WORKERS	67.03	67.03	67.03
SOFT FLOOR LAYERS	51.12	51.12	51.12
SPRINKLER FITTERS	57.29	57.29	57.29
TERRAZZO/MARBLE/TILE FNRS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE STRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.44	20.94

CERTIFIED: 3/29/2017

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

**PROJECT:** Window Replacement/Asbestos Abatement of Window Caulks at Austin D. Baltz Elementary School, New Castle County

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR **BUILDING CONSTRUCTION**  
EFFECTIVE MARCH 13, 2015 - AMENDED JULY 15, 2015

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	39.67	33.22	48.83
BRICKLAYERS	49.39	49.39	49.39
CARPENTERS	51.86	51.86	41.22
CEMENT FINISHERS	69.27	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	63.60	63.60	63.60
ELEVATOR CONSTRUCTORS	80.31	40.93	30.55
GLAZIERS	67.35	67.35	20.15
INSULATORS	53.38	53.38	53.38
IRON WORKERS	60.12	60.12	60.12
LABORERS	40.95	40.95	40.95
MILLWRIGHTS	65.23	65.23	51.80
PAINTERS	44.97	44.97	44.97
PILEDRIVERS	71.17	37.64	30.45
PLASTERERS	21.60	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	62.20	36.66	54.49
POWER EQUIPMENT OPERATORS	59.81	59.81	24.13
ROOFERS - COMPOSITION	21.82	20.45	17.63
ROOFERS - SHINGLE/SLATE/TILE	17.59	13.72	14.10
SHEET METAL WORKERS	64.16	64.16	64.16
SOFT FLOOR LAYERS	48.57	48.57	48.57
SPRINKLER FITTERS	53.52	53.52	53.52
TERRAZZO/MARBLE/TILE FINISHERS	54.11	54.11	45.45
TERRAZZO /MARBLE/TILE SETTERS	62.13	62.13	52.63
TRUCK DRIVERS	24.43	26.64	20.03

CERTIFIED: 1/20/16

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON- REGISTERED APPRENTICES MUST BE PAID THE MECHANICS RATE.

PROJECT: A-01 Baltz Elementary Building Renovation Window Pac, New Castle County, DE

## GENERAL REQUIREMENTS

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. *EMPLOYEE DRUG TESTING PROGRAM*

**ARTICLE 1: GENERAL****1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order.

**1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

**ARTICLE 2: OWNER  
(NOT ADDED)****ARTICLE 3: CONTRACTOR**

3.1 **Schedule of Values:** The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 **Subcontracts:** Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction



means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.

3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.

3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.

3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.

3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.

#### 3.11 STATE LICENSE AND TAX REQUIREMENTS

3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties ...."

#### 3.12 PREFERENCE FOR DELAWARE LABOR

3.12.1 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

### ARTICLE 4: ADMINISTRATION OF THE CONTRACT

#### 4.1 CONTRACT SURETY

##### 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

- 4.1.3        **Contents of Performance Bonds** – The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4        **Invoking a Performance Bond** – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
- 4.1.5        Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6        Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of twelve months after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.
- 4.2        **FAILURE TO COMPLY WITH CONTRACT**
- 4.2.1        If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.
- 4.3        **CONTRACT INSURANCE AND CONTRACT LIABILITY**
- 4.3.1        In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.
- 4.3.2        The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign

immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

**4.4 RIGHT TO AUDIT RECORDS**

**4.4.1** The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

**4.4.2** Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of 3 years from the date of final payment under the Subcontract.

**ARTICLE 5: SUBCONTRACTORS**

**5.1 SUBCONTRACTING REQUIREMENTS**

**5.1.1** All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
  - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

**5.1.2** The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

**5.1.3** After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

**5.1.4** No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;

- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

## 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount\*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

\*one (1) percent of contract amount not to exceed \$10,000

## 5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget/Division of Facilities Management pursuant to Chapter 78 of Title 16.

## 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

## 5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the performance Bond.

## ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven point five percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

**ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.

**8.4 SUSPENSION AND DEBARMENT**

8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the Project.

8.4.2 Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

**8.5 RETAINAGE**

8.5.1 Per Section 6962(d)(5) a., Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

**ARTICLE 9: PAYMENTS AND COMPLETION****9.1 APPLICATION FOR PAYMENT**

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage will become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

- 9.1.3 "Article 6516, Chapter 65, Title 29 of the Delaware Code stipulates annualized interest not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice."

## 9.2 PARTIAL PAYMENTS

- 9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

- 9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

- 9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

- 9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

## 9.3 SUBSTANTIAL COMPLETION

- 9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

- 9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

## 9.4 FINAL PAYMENT

- 9.4.1 Final payment, including the five percent (5%) retainage, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

- 9.4.1.2 An acceptable RELEASE OF LIENS,

- 9.4.1.3 Copies of all applicable warranties,

- 9.4.1.4 As-built drawings,

- 9.4.1.5 Operations and Maintenance Manuals,

- 9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

#### **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.



11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000 \$1,000,000 \$1,000,000	for each person for each occurrence aggregate
Property Damage	\$ 500,000 \$1,000,000	for each occurrence aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$ 500,000 \$1,000,000 \$1,000,000	for each person for each occurrence aggregate
Property Damage	\$ 500,000 \$500,000	for each occurrence aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$1,000,000	for each person for each occurrence
Property Damage	\$ 500,000	per accident

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law.
- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

**13.2 DIMENSIONS**

- 13.2.1** All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

**13.3 LABORATORY TESTS**

- 13.3.1** Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2** The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

**13.4 ARCHAEOLOGICAL EVIDENCE**

- 13.4.1** Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

**13.5 GLASS REPLACEMENT AND CLEANING**

- 13.5.1** The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

**13.6 WARRANTY**

- 13.6.1** For a period of one year from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than one year, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

**ARTICLE 14: TERMINATION OF CONTRACT**

- 14.1** If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

#### ARTICLE 15: EMPLOYEE DRUG TESTING PROGRAM

- 15.1 Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:  
<http://regulations.delaware.gov/AdminCode/title19/4100/index.shtml#TopOfPage>

**END OF GENERAL REQUIREMENTS**

## **STATE OF DELAWARE REQUIRED LANGUAGE (10-18-99)**

The following language must be included in the front end of all Project Manuals:

### **RETAINAGE**

Per Section 6962(d)(5) a., Title 29, Delaware Code: The agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the contractor's failure to meet his or her responsibilities, the agency may hold permanently, at its discretion, all or part of the contractor's retainage.

This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the contractor's failure to meet his or her responsibilities, the agency may hold permanently, at its discretion, all or part of the contractor's retainage.

### **ACCEPTANCE OF BID and CONTRACT AWARD**

Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible bidder, unless the agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the invitation to bid.

Each bid on any public works contract must be deemed responsive by the agency to be considered for award. A responsive bid shall conform in all material respects to the requirements and criteria set forth in the contract plans and specifications.

An agency shall determine that each bidder on any public works contract is responsible before awarding the contract. Factors to be considered in determining the responsibility of a bidder include:

- 1) The bidder's financial, physical, personnel or other resources including subcontracts;
- 2) The bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of prevailing wage laws in Delaware or any other state;
- 3) The bidder's written safety plan;
- 4) Whether the bidder is qualified legally to contract with the State;

- 5) Whether the bidder supplied all necessary information concerning its responsibility; and,
- 6) Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the invitation to bid and is otherwise in conformity with State and/or federal law.

If an agency determines that a bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected bidder within five (5) working days of said determination. The final determination shall be made part of the procurement file.

### **SUSPENSION and DEBARMENT**

Per Section 6962(d)(14), Title 29, Delaware Code, "Any contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the agency in the invitation to bid, may be subject to suspension or debarment for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project.

Upon such failure for any of the above stated reasons, the agency that contracted for the public works project may petition the Secretary of the Department of Administrative Services for suspension or debarment of the contractor. The agency shall send a copy of the petition to the contractor within three (3) working days of filing with the Secretary. If the Secretary concludes that the petition has merit, the Secretary shall schedule and hold a hearing to determine whether to suspend the contractor, debar the contractor or deny the petition. The agency shall have the burden of proving, by a preponderance of the evidence, that the contractor failed to perform or complete the public works project within the time schedule established by the agency and failed to do so for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project. Upon a finding in favor of the agency, the Secretary may suspend a contractor from bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the contractor for a third offense. The Secretary shall issue a written decision and shall send a copy to the contractor and the agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01013 - SUMMARY OF THE WORK - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Job Site Notices & Permits**
  - Equal Employment Opportunity
  - Material Safety Data Sheets for Encapsulant, Glues, Etc.
  - U.S. EPA 10 Day Notification
  - State of Delaware DNREC 10 Day Notification
  - Prevailing Wage Determination
  - Emergency Planning Procedures

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Project** name is Asbestos Abatement / Decontamination at  
Baltz Elementary & ~~McKean High School~~
- 1. **Project Location:** Baltz Elementary School,  
1500 Spruce Ave.,  
Wilmington, Delaware 19805  
  
~~McKean High School~~  
~~301 McKennan's Church Rd.,~~  
~~Wilmington, DE 19808~~
  - 2. **Owner:** Red Clay Consolidated School District,  
1502 Spruce Ave.,  
Wilmington, Delaware 19805
- B. Contract Documents**, dated April 26, 2016, were prepared for the Project by Batta Environmental Associates, Inc., Delaware Industrial Park, 6 Garfield Way, Newark, Delaware 19713-5817. Conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
  - 1. Asbestos Abatement / Decontamination at Baltz Elementary & ~~McKean High School~~ - Specification BEA # 767914R & Q
  - 2. Any addenda to the Specification.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**C. Work to be Performed Prior to Work Under this Contract:**

The building owner will remove all removable property prior to use by the Contractor. All stored energy systems, and HVAC systems that are being impacted in the work area must be shut down, locked out, and drained if appropriate prior to initiating abatement / demolition.

**D. Work to be Performed Subsequent to Work Under This Contract:** Upon completion of asbestos removal and subsequent decontamination of the affected areas, asbestos contractor will ensure the areas are clear of any project equipment and will repair any damage incurred during the abatement process.

**E. The Work** consists of:

- ☐ ~~Removal of ACM Pipe Fitting Insulation~~ from McKean High School
- ☐ Removal of ACM **Pipe Insulation**, ACM **Window Caulk**, and ACM **Roofing Materials** from Baltz Elementary School

This work is being performed due to architectural and mechanical renovations at the schools. Removal locations as shown on Contract Documents prepared by the Owner's Representative, Batta Environmental Associates, Inc., Specifications dated April 26<sup>th</sup>, 2016, and drawings dated December 17<sup>th</sup>, 2015, April 22<sup>nd</sup> & 26<sup>th</sup>, 2016.

**NOTE:**

**Asbestos Abatement related work will not begin until a certified Project Monitor is on site. The Project monitor must be on site at all times during asbestos abatement related activities. The contractor may not begin or continue work without a representative from a certified professional services firm present.**

**"Under no circumstances will removal begin or continue until the waste removal means (Dumpster or Delaware Solid Waste approved vehicle) is on site."**

**F. The Work** will be constructed under a single prime contract (note: re-insulation and re-installation are not part of this contract).



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**G. REMOVAL PROCEDURES**

**1. ACM PIPE INSULATION AND FITTINGS**

- ~~a) Install a three stage decon, equipped with shower at the entrance to each containment / work area. The decon will be erected in such a manner as to allow for separate equipment room/bag out off to the side or the bag out chamber can be placed at a separate location other than the decon unit. In no instance will the personnel decon be used as a bag out/equipment passage. Please reference section 01563 for specific requirements of decontamination units.~~
- ~~b) Set up HEPA filtered air filtration devices (AFD's) in the work area and have them RUNNING DURING PRE CLEAN AND PREP STAGES. All exhaust from HEPA AFD's must be vented outside the building whenever possible. Plywood barriers (3/4" minimum) will be used to secure windows / openings where flex duct from HEPA AFD's exhaust out of the building. Plywood is to be installed in a secure manner without damaging the window or associated trim materials.~~
- ~~c) Pre clean each opening in the work area prior to installing criticals in position. Install two (2) independent layers of 6 mil polyethylene criticals, on all doorways, windows, HVAC registers, and any other openings to areas outside the work area within 6 feet.~~
- ~~d) Construct the containment, consisting of one (1) layer of 6 mil polyethylene sheet or better ceilings, walls and floors in all work areas. Install Plexiglas viewing windows at least 18"x18" in size approximately 5' from the ground at locations where the work area can be viewed from outside the containment. Enough windows will be installed so that all work areas are visible whenever feasible.~~
- ~~e) In the wellness area at McKean HS, once the containment is completed and negative pressure is established, begin removing any materials restricting access to the asbestos fittings, removing duct or walls adjacent to the ACM fittings. In any area where the demo to access the fittings creates an opening in the containment, immediately seal the opening, re-establishing the containment and the negative pressure differential.~~
- ~~f) Once the materials to be removed are fully accessible, establish proper abatement negative pressure differential using HEPA filtered air filtration devices. Establish and maintain a pressure differential of 0.020 inches of water or better measured on a recording manometer or other approved method. The Contractor shall supply a differential pressure manometer that is capable of monitoring and recording on a strip chart. The manometer shall be equipped with an automatically activated alarm system, which will sound a warning if the differential pressure drops below the preset value. All strip charts will be turned in to the Owner's Representative at the completion of the project. **WORK WILL NOT BEGIN OR CONTINUE UNLESS AN ADEQUATE DIFFERENTIAL PRESSURE IS ACHIEVED, MAINTAINED, AND RECORDED.**~~
- ~~g) Respiratory protection will be Full Face, HEPA filtered, Powered Air Purifying Respirators (PAPR) for prep and all removal and cleaning. Tyvek or equivalent coveralls are to be utilized during all activities.~~
- ~~h) Once the **regulated work area** has been **inspected** and **approved** by the **owner's representative**, then **asbestos abatement** may **begin**.~~

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- i) ~~The contractor shall install glove bags on all pipe insulation and fittings to be removed, and properly remove and clean the removal substrate before taking down the glove bag. Alternatively, the contractor may chose to securely wrap the pipe insulation and fittings and cut out the pipe with the insulation intact on the pipe, glove bagging only the areas necessary to cut the pipe without cutting the insulation. Before cutting pipe, the abatement contractor must establish that the pipes have been fully isolated and drained, and that all valves are holding before any cuts are made. The asbestos Project Monitor will inspect, smoke test and approve all glove bags prior to any removal.~~
- j) ~~The contractor shall follow proper removal and cleaning procedures at all times. All asbestos containing materials shall be continually wetted with amended water during removal and handling. **Dry clean up of asbestos will not be permitted.** All asbestos waste and debris shall be regularly cleaned up and stored in industry standard waste bags, drums, or other appropriate containers with NESHAP labels affixed to them. All asbestos waste shall be double bagged and sealed in a goose neck fashion before being taken out of the work area. As a minimum, **CLEAR** waste bags are to be used on the second outer bag, unless the waste is being drummed.~~
- k) ~~FOR ANY WASTE MATERIALS THAT WILL LIKELY CUT OR TEAR POLY WASTE BAGS (SUCH AS DUCT, WIRE LATH, OTHER METAL, PLASTER, ETC), SPECIAL PACKAGING IS REQUIRED. TEAR RESISTANT PACKAGING INCLUDING BUT NOT LIMITED TO BOXES, BURLAP BAGS/WRAP, DRUMS, AND SUCH MUST BE UTILIZED TO PREVENT TEARING OF WASTE PACKAGING BY SHARP EDGED WASTE. All damaged packaging of waste must be repackaged until no further damage occurs.~~
- l) ~~After complete removal and cleaning of the work area, the owner's representative and contractor's supervisor will inspect the work area. When the completed work area passes a visual inspection and contains no visible asbestos debris, then lockdown encapsulation of the entire work area shall occur prior to running final air tests.~~
- m) ~~Final air tests will be performed by the owner's representative using aggressive TEM clearance sampling protocol in work areas where asbestos materials in excess of 260 linear feet was removed. An AHERA set of 5 inside, 5 outside and 3 blanks will be collected and analyzed for each containment. Samples will be analyzed in the lab and results reported within 1 business day. PCM clearance sampling protocol will be used in any work areas where less than 260 linear feet of asbestos materials were removed. A set of 5 inside samples and 2 blanks will be collected and analyzed for each containment where over 100 linear feet of asbestos materials were removed. A set of 3 inside samples and 2 blanks will be collected and analyzed for each containment where between 10 and 100 linear feet of asbestos materials were removed. A set of 2 inside samples and 2 blanks will be collected and analyzed for each containment where under 10 linear feet of asbestos materials were removed. Samples will be analyzed in the lab and results reported within 1 business day. Samples will be analyzed in the lab and results reported within 1 business day. Tear down of the containments will not proceed until final air tests have passed and been documented by the owner's representative.~~

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**2. WINDOW CAULK REMOVAL AND DECONTAMINATION**

- a) Install a remote three stage decon, equipped with shower, in an area convenient to the work areas, OR within an enclosed truck that will be available adjacent to the work area. All connections to water sources will be protected by back-flow protection devices. The decon will be erected in such a manner as to be secure, and access is to be restricted to authorized personnel only. Entrance and Exit are to be clearly marked. All shower water filters will be disposed of as contaminated waste. Please reference section 01563 for specific requirements of decontamination units.
- b) The work areas shall be demarcated by the use of "Danger – Asbestos Hazard" barrier / warning tape and Danger Asbestos warning signs fully restricting access to the work areas. Regulate the **perimeter** of the work areas outside the building to a distance of at least the distance equivalent to the height from the ground to the top of the component being removed, with a minimum of at least **10 feet** out from the building **perimeter** where possible. Install a single layered **6 mil polyethylene** or equivalent **drop cloth within the work area** to a distance of at least the distance equivalent to the height from the ground to the top of the component being removed, with a minimum at least **10 feet** out along edges where **window or door work** is occurring. For areas where ladders are to be utilized, the placement of plywood on top of the poly drop cloth is recommended to minimize the puncturing of the drop cloth by the ladder feet. Construct a containment on the inside area of the building adjacent to the windows being removed consisting of one (1) layer of 6 mil polyethylene sheet or better ceiling, walls, and floors, leaving the windows uncovered with NO CRITICALS on the windows. The size of the containment should be sufficient to accommodate all of the work anticipated related to the removal of the windows. Seal all edges of the containment to the interior perimeter around the windows to prevent the possible migration of dust, dirt, leaves, animals, and fibers into the facility as well as limit the migration of conditioned air out of the facility. Install a single stage airlock entry to the containment to allow entry to the area if necessary. Post the appropriate asbestos warning signage on the containment. If a high reach or other mechanical device is used to work from for the taller sections, consideration must be made to accommodate the size and weight of the device when protecting the exterior ground surfaces, and establishing the barricaded work area.
- c) Respiratory protection will be Full Face, HEPA filtered, Powered Air Purifying Respirators (PAPR) and will be utilized for set-up, removal, and tear-down. Two layers of protective clothing / disposable coverall suits **MUST** be utilized in the work areas. The exterior suit will be discarded as asbestos contaminated waste after the ACM is removed from within the work area and the worker is exiting the work area. The inner layer suit will then be worn to travel to the remote decon unit, or to the next work area. If traveling to the next work area a new outer suit will be donned, or if the worker is proceeding to the remote decon, then the suit will be removed upon entry to the decon unit dirty room.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- d) Once the **regulated work area** has been **inspected** and **approved** by the **owner's representative**, then **asbestos abatement** may **begin**.
- e) For work at heights, the contractor must use an **OSHA approved Personal Fall Arrest System** or other OSHA approved method of **fall protection** as well as provide **employee training** in accordance with OSHA 29 CFR 1926 Subpart M.
- f) The contractor shall follow proper removal procedures at all times. All asbestos containing materials shall be continually wetted with amended water during removal procedures. **Dry removal of asbestos will not be permitted.** All asbestos debris shall be regularly cleaned up and stored in industry standard waste bags, drums, or other appropriate containers with NESHAP labels affixed to them. Remove all asbestos **caulks** down to the masonry, wood, or metal opening, **scraping** all asbestos materials with **hand scrapers** down to the substrate with no bulk debris remaining. Mechanical **sanders** or **grinders** are **not to be used** for removing any asbestos materials.
- g) Where windows are being removed, the entire window frame and trim is to be removed and disposed of by the asbestos abatement contractor. Once a window is removed, the opening will be inspected for hidden caulk in areas previously covered by the window. All remaining caulk within the window opening will be removed to a clean smooth condition, leaving no caulk remaining that would be enough to constitute a bulk sample (there may be a minute amount that remains within the pores of the construction materials that could only be removed by destroying the substrate to which it is attached).
- h) Waste shall be double bagged and sealed in a goose neck fashion before being taken out of the work area. As a minimum, **CLEAR** waste bags are to be used on the second outer bag, unless the waste is being drummed. Packaging is to be decontaminated by wet wiping as it exits the regulated work area.
- i) After complete removal and final cleaning of all asbestos containing material throughout the work area, the owner's representative / Asbestos Project Monitor and contractor's supervisor will inspect the work area. After passing the visual, a very light application of encapsulant should be applied to the work surface, the poly enclosure, and the drop cloths to lock down any small remaining fibers.
- j) Upon passing the visual inspection performed by the Asbestos Project Monitor and the application of a very light lockdown encapsulant, the areas may be deregulated, the signs and barrier tape may be removed, and the poly enclosure and drop cloths are to be folded in onto themselves to prevent the loss of any dust adhering to them and disposed of as asbestos contaminated materials. The remote decon may be disassembled at this time.
- k) **Final air tests** will be **not be performed** for this project since the work areas are at **exterior** locations. QAQC air samples may be collected in random rooms where windows have been removed and replaced, in order to document that the air quality is acceptable with regard to airborne asbestos.

**3. ASBESTOS-CONTAINING ROOFING MATERIALS**

- a) ~~Install a remote three stage decon, equipped with shower, in an area convenient to the work area. All connections to water sources will be protected by Back-flow protection devices. The decon will be erected in such a manner as to be secure (and lockable if erected outside the school structure). Access is to be restricted to authorized personnel only. Entrance and Exit are to be clearly marked. A cleanroom / changing area of sufficient size to allow changing and storage of workers street clothes is to be a part of design of the location and construction of the decon. If outside the school structure, the decon is to be constructed out of wood or metal studs and protected by 1/2 inch minimum plywood walls and doors on all sides to discourage after hours access or damage by non-authorized individuals. If outside the school structure the decon unit is also to be SECURED / ANCHORED to the ground (or roof). All shower water filters will be disposed of as contaminated waste. Please reference section 01563 for specific requirements of decontamination units.~~
- b) ~~The perimeter of the building in the area of the active abatement that is accessible to pedestrians walking by will be secured and barricaded off at least ten (10) feet out from the building at all times during abatement activity, except for the entrances, by the use of standard "Danger—Asbestos Hazard" barrier / warning tape and warning signs. Signs shall be placed every 15 feet along the barrier tape. In areas where materials will be possibly falling off the roof onto the ground or other roof levels, a minimum of one layer of 6 mil polyethylene sheeting drop cloths are to be installed at the beginning of every shift to catch the debris, and removed and disposed of at the end of every shift. Should there be any likelihood of waste or equipment damaging or disturbing the soil or paved surface below the work area, plywood sheets of sufficient thickness to bear the load or impact anticipated are to be installed to protect the soil or surface from damage. Then a minimum of one layer of 6 mil polyethylene sheeting drop cloths will be installed over the plywood.~~
- c) ~~The work area for each day shall be demarcated by the use of "Danger—Asbestos Hazard" barrier / warning tape and warning signs fully restricting access to the work area.~~
- d) ~~Access to the roof will be by ladder, scaffold or through interior roof access doors. (NOTE: NO waste material will be transported through the interior of the building!)~~
- e) ~~Respiratory protection will be Full Face, HEPA filtered, Powered Air Purifying Respirators (PAPR). While ascending or descending to or from the work areas, the respirators will be removed from the face for safety.~~

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

- f) ~~Disposable protective clothing such as Tyvek material suits and respirators (PAPR's) are required when working in the regulated abatement area, as well as in or around the waste dumpster. If the decon is located on the roof, single layer protective clothing / suits may be utilized. If the decon is located within the school structure or otherwise away from the roof work areas, two layers of protective clothing / suits MUST be utilized while within the regulated area, and the outer layer must be removed and disposed of upon exiting the regulated area. The inner layer will then be worn to travel to the decon unit, where it will be removed upon entry to the decon unit.~~
- g) ~~After the general area is secured and the specific work area demarcated, the owner's representative will conduct a pre-abatement visual inspection of the demarcated work area. Once a satisfactory inspection has been completed, removal work may begin. ALL materials will be wetted and maintained in a wet state by the abatement contractor by the use of amended water applied as a fine mist from a sprayer or similar device. (Use of a garden hose directly onto the work area is NOT permitted.) The contractor shall follow proper removal procedures at all times. All asbestos containing materials shall be continually wetted with amended water during removal procedures. **Dry removal of asbestos will not be permitted.** The asbestos containing roofing materials are to be removed completely to the deck or insulation layer and completely from any wall, vent pipe, or structural component the roofing was adhered to. The area is to be HEPA vacuumed and no debris is to remain in the removal area. ALL roofing materials are to be removed from the roof including, but not limited to mechanical curb flashings, scupper flashings, building expansion joint, or other feature materials.~~
- h) ~~Waste materials are to be regularly, promptly and properly packaged. Packaging is to be sufficient so as to not be punctured or damaged by handling. NESHAP labels are to be affixed PRIOR to the waste leaving the roof. If bags are used, they shall be double bagged and sealed in a goose neck fashion before being taken out of the work area. As a minimum, **CLEAR** waste bags are to be used on the second outer bag, unless the waste is being drummed. (If the material is to be disposed of as non friable waste BOTH bags must be clear.) Packaging is to be decontaminated by wet wiping while still on the roof and lowered to the ground by a hoist or other means, NOT dropped or thrown from the roof. No waste is to be accumulated or stored on the roof. Any waste materials that have fallen from the roof onto plywood/polyethylene drop cloths below must also be promptly and properly packaged in accordance with this section.~~
- i) ~~Materials are to be removed ONLY as communicated by the Roofing Contractor with regard as to how much material can be put back in the following shift. Close coordination with the 'put back' roofer, the asbestos project monitoring team, and the building owner is critical. Weather calls will be made by the roofing contractor.~~

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- ~~j) After complete removal and final cleaning of all asbestos containing material throughout the work area, the owner's representative and contractor's supervisor will inspect the work area. When the complete removal work areas pass a visual inspection and contain no visible asbestos debris, the area will be deregulated and the abatement crew will remove all abatement equipment and supplies from the work area, turning the area over to the 'put back' roofer. No unauthorized personnel will be allowed in the demarcated roof area under abatement until ALL contaminated waste has been removed and all asbestos abatement workers have left the demarcated roof work area.~~
- ~~k) NO Final air tests will be performed as this is not required. Clearance will be by visual inspection only. Deregulation of the regulated areas will not proceed until final visual inspections have passed and been documented by the owner's representative.~~
- ~~l) The Abatement Supervisor shall coordinate with the "put back" roofer to ensure that the open roof areas just abated are properly protected from the weather. While it is the responsibility of the "put back" roofer to provide protection of the open area, the abatement supervisor is responsible to confirm the protection before departing the site. In an emergency situation, the abatement supervisor / crew will assist the roofer in a team effort, in working to protect the structure from water damage due to infiltration in the area of the current asbestos abatement work.~~

**NOTE:** The abatement Contractor will follow all current OSHA regulations **when working near the roofs edge**. During the performance of roofing work on flat or low-pitched roofs with a ground to eave height greater than 16 feet, workers engaged in such work shall be protected from falling from all unprotected sides and edges of the roof as follows:

### **ROOF EDGE MATERIALS HANDLING AREAS AND MATERIALS STORAGE.**

Workers working in a roof edge materials handling or storage area located on a low-pitched roof with a ground to eave height greater than 16 feet shall be protected from falling by the use of a Motion-stopping-safety (MSS) system along all unprotected roof sides and edges of the area.

- (i) When guardrails are used at hoisting areas, a minimum of four feet of guardrail shall be erected on each side of the access point through which materials are hoisted.
- (ii) A chain or gate shall be placed across the opening between the guardrail sections when hoisting operation are not taking place.
- (iii) When guardrails are used at bitumen pipe outlets, a minimum of four feet of guardrail shall be erected on each side of the pipe.
- (iv) When safety belt systems are used, they shall not be attached to the hoist.
- (v) When safety belt systems are used they shall be rigged to allow the movement of workers only as far as the roof edge.
- (vi) Materials may not be stored within six feet of the roof edge unless guardrails are erected at the roof edge.
- (vii) Materials which are piled, grouped, or stacked shall be stable and self-supporting.

### **TRAINING**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- (i) The employer shall provide a training program for all employees engaged in roofing work so that they are able to recognize and deal with the hazards of falling associated with working near a roof perimeter. The employees shall also be trained in the safety procedures to be followed in order to prevent such falls.
- (ii) The employer shall assure that employees engaged in roofing work have been trained and instructed in the following areas:
  - (a) The nature of fall hazards in the work area near a roof edge;
  - (b) The function, use, and operation of the MSS system, and the safety monitoring systems to be used;
  - (c) The correct procedures for erecting, maintaining and disassembling the systems to be used;
  - (d) The role of each employee in the safety monitoring system when this system is used;
  - (e) The limitations on the use of mechanical equipment; and
  - (f) The correct procedures for the handling and storage of equipment and materials.
- (iii) Training shall be provided for each newly hired employee, and for all other employees maintain proficiency in the areas listed above.

### **FALL PROTECTION PLAN**

It will be the responsibility of the abatement contractor to have a written Fall Protection plan in accordance with OSHA 29 CFR 1926, in place prior to any roof work beginning. The written Fall Protection plan must be brought to and kept on site. It will be the responsibility of the abatement supervisor to have read and fully understood all parts of the Fall Protection plan, inform all workers about the plan, and ensure all parts of the plan are being continually implemented while roof and/or elevated work is ongoing.

### **PROTECTION OF ROOF**

If the abatement contractor must walk or place equipment on any portion of the old or new roof, it will be protected with 4 X 8 sheets of plywood wired together at each end, unless waived by the building owner.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**●SELECTED HIGHLIGHTED STANDARD REQUIREMENTS AND SAFETY ITEMS**

(This list includes items from throughout the specification which are particularly important and are being emphasized to ensure awareness of and compliance with them during the project.)

- **DOCUMENTS AND INFORMATION REQUIRED ON SITE** – The following information MUST be on site in order for any prep or abatement activities occur: EPA 10 Day Notification, Supervisor and Worker Badges, Current Medical Clearance and Fit Test Records, Safety Procedures, Evacuation Plan, Emergency Phone Numbers, MSDS information, Worker Acknowledgement Certificates, and Equipment Certification.
- **BADGE REQUIREMENTS** - All workers must have a current State of Delaware Asbestos Supervisor or Worker Badge on site in order to work on this project – **no exceptions**.
- **MINIMUM WORK FORCE** – A minimum of three (3) personnel, including one (1) supervisor and two (2) workers or supervisors will be on site at ALL times when abatement related work under this specification is occurring, unless waived in writing by Facilities Management. Examples of exceptions to this are during mobilization and de-mobilization.
- **PPE FOR ALL REMOVAL ACTIVITIES** – Tyvek or equivalent coveralls/suits with pull over hoods & feet. Respiratory protection will be Powered Air Purifying Respirators (PAPR).
- **BACK-FLOW PROTECTION DEVICES** - Back-Flow Protection Devices are **required to be used each time** the contractor makes **temporary water connections or taps in to a public water system** (owner's water supply) to supply his work area, or decon shower (hot & cold) per section 01503 of specification.
- **GROUND FAULT PROTECTION** - Contractor shall use GFCI protection on all electrical connections for this Project. The contractor may use a temporary distribution panel with GFCI breakers or outlets, or use 3-wire extension cord with GFCI to connect to existing electrical outlets in facility.
- **TOOLS & EQUIPMENT** - All tools & equipment must meet OSHA standards or must be removed from site.
- **ELECTRICAL LIGHTS, TOOLS & EQUIPMENT** -Electrical lights, and electrical tools and equipment in the work area shall be **water resistant** with **3-wires (or a double insulated piece of equipment with a manufacturer's OEM two prong cord if approved for use in damp locations)** and equipment in the work area shall be **grounded** and **utilize a GFCI**.
- **FIRE EXTINGUISHERS** - Contractor shall provide a minimum of one fire extinguisher for every 2,500 SF of containment and one fire extinguisher outside the containment near the decon.
- **FIRST AID KIT** – Contractor shall provide a stocked first aid kit as required by 29 CFR 1926.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- **DECONTAMINATION UNITS** - units will be constructed in accordance with **section 01563** of this specification.

- **DANGER SIGNS** - Proper OSHA Danger signs will be posted at all the entrances to the regulated areas.

- **DECONTAMINATION UNIT WASTE WATER** - will be disposed of in accordance with **section 01563** of this specification.

- **WASTE BAGS** - All **ACM waste bags** must be **double-bagged, goose necked, sealed with duct tape**, and affixed with **NESHAP labels** prior to placing in waste container. For materials to be disposed of as Non-Friable waste, BOTH bags must be clear. For all other asbestos waste, the first (interior) bag must be black, yellow, or other solid color, with the second (exterior) bag being clear. This will enable verification of the use of two bags without requiring opening of packaged waste.

- **STOP WORK ORDER** - If at any time the Contractor is found to not be in compliance with the guidelines of this specification then a STOP WORK ORDER will be issued. Work will cease until corrective measures are taken to bring the work practices back in compliance and work may not continue until approval is granted by the Owner's Representative.

- **FINAL AIR TEST RESULTS** - for **PCM** clearance, analysis results will be achieved within four (4) hours from the time the samples are collected. For **TEM** clearance, analysis results will be achieved within twenty-four (24) hours from the time the samples are collected. Aggressive air sampling protocol will be employed. The abatement contractor will supply leaf blowers & fans for aggressive sampling.

- **IF CLEARANCE TESTING FAILS** - then the Contractor may be charged for the cost of additional air testing.

- **LAND FILL & CHAIN OF CUSTODY** - The building owner directs the contractor to utilize an **EPA approved** landfill to dispose of the asbestos waste. The contractor is to provide the owner's representative with the **completed waste manifest / chain of custody** as well as the **landfill receipts**. Transportation and disposal of asbestos waste shall occur within forty-five (45) days of removal.

- **VEHICLES OR TRANSPORTATION CONTAINERS** - All vehicles or transportation containers used for transportation of asbestos waste (i.e. dumpsters) will be lined on the inside sides and the floor of the waste area with one (1) layer of 6-mil plastic sheeting to be removed and properly disposed of with the load of asbestos waste. Under no circumstances will removal begin or continue until the waste removal means (Dumpster or Delaware Solid Waste approved vehicle) is on site.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.3 ASBESTOS-CONTAINING MATERIALS:**

The Work of this contract involves activities that will disturb asbestos-containing materials (ACM). The location and type of ACM known to be present at the worksite is set forth in the Schedule of Asbestos-Containing Materials at the end of this section. If any other ACM or PACM is found, notify the Owner, or Owner's Representative about the location and quantity of the ACM or PACM within 24 hours of the discovery.

### **1.4 ASBESTOS HEALTH RISK:**

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM, take appropriate continuous measures as necessary to protect all building occupants from the risk of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

### **1.5 CONTRACTOR USE OF PREMISES**

- A. Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the work is indicated.
  - 1. Owner Occupancy:** Allow for Owner occupancy and use by the public.
  - 2. Driveways and Entrances:** Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of the Existing Building:** Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
  - 1. Smoking:** Smoking or open fires will not be permitted within the building enclosure or on the premises.
  - 2. Toilet Rooms:** Except for toilet rooms designated for use by the Contractor's personnel, use of existing toilets within the building by the Contractor's personnel will not be permitted.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.6 OCCUPANCY REQUIREMENTS**

- A. Partial Owner Occupancy:** The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. The Owner's Representative will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.

**1.7 AIR MONITORING BY THE OWNER:**

- A. The Owner has contracted for air monitoring.** Air monitoring may be conducted both outside and inside of the work area during the work, and for clearance sampling at the end of the project.
- 1. Outside of the Work Area:** The Owner's air monitoring firm may sample air outside of the work area to detect faults in the work area isolation such as:
    - a. Contamination of the building outside of the work area with airborne asbestos fibers,
    - b. Failure of filtration or rupture in the differential pressure system,
    - c. Contamination of air outside the building envelop with airborne asbestos fibers.
  - 2. Inside the Work Area:** The Owner's air monitoring firm may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring is to detect airborne asbestos concentrations that may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.
- B. Work area clearance:** Clearance air sampling by the Owner's air monitor at the completion of asbestos abatement work is described in Section 01711 Project Decontamination.
- C. Air monitoring** required by OSHA is the responsibility of the Contractor and is not covered in this section.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.8 SCHEDULE OF AIR SAMPLES BY OWNER:**

**A. Sample cassettes:** Samples will be collected on 25 mm. cassettes as follows:

- 1. PCM:** 0.8 micrometer mixed cellulose ester.
- 2. TEM:** 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter.

**B. Number and Volume of Samples:** The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner's Representative may vary depending upon job conditions and the analytical method used.

**C. Sample Volume and Sensitivity:**

- 1. PCM:** The sample volumes collected by the Owner's air monitor will be determined by the following formula:

$$\frac{(\# \text{ fibers in sample} - \# \text{ fibers in blank}) 385\text{mm}^2}{(\text{Vol Liters})(1000)(0.00785\text{mm}^2)(\# \text{ fields})} = \text{fibers/cc}$$

Where: Number of fibers = Actual # of fibers observed/100 fields, with a minimum of 5.5 fibers/100 fields, based on a limit of detection (LOD) of 7 fibers/mm<sup>2</sup> on the filter.

Area of 100 fields = 0.785mm<sup>2</sup>

Total Filter Area = 385mm<sup>2</sup>

Limit Value = as specified in the schedules of samples below

- a. For purposes of this specification, the sample volume calculated above will be considered to be of sufficient size so that there is a 95% level of confidence that the value measured by each individual sample at the limit of detection (LOD) is less than or equal to the limit values specified below.
- b. For purposes of this specification, the Limit of Detection (LOD) is defined as 7 fibers/mm<sup>2</sup> on the filter or 5.5 fibers/100 fields.
- c. For purposes of this specification overloaded samples will be considered as exceeding the applicable limit value.

- 2. TEM:** Analytical Sensitivity of 0.05 structures/cc as set forth in the AHERA regulation.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**D. Base Line (pre-samples):**

**1. Before Start of Work:** The Owner will secure air samples to establish a base line.

**2. PCM Samples**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	2	0.01	1,000	1-10
Outside Each Work Area	2	0.01	1,000	1-10

**3. TEM Samples:**

Location Sampled	Number of Samples	Analytical Sensitivity (Struct./cc.)	Approx. Volume (Liters)	Rate (Liters/Minute)
Each Work Area	1	0.005	1,300	1-10
Outside Each Work Area	1	0.005	1,300	1-10

**4. Base Line:** a level expressed in fibers per cubic centimeter which is twenty-five percent greater than the largest of the following:

- a. Average of the PCM samples collected outside each Work Area
- b. Average of the PCM samples collected outside the building
- c. 0.01 fibers per cubic centimeter

**5. Samples collected for TEM analysis** will be held without analysis. These samples will be analyzed under the conditions and terms set forth in "Fibers Counted" and "Affect On Contract Sum".

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

### E. Daily:

1. **From start of work** of Section 01526 Temporary Enclosures through the work of Section 01711 Project Decontamination, the Owner may take samples.
2. **Sample volume and sensitivity:** inside the work area may vary depending upon conditions in the work area. If samples are overloaded at the sample volume required for a limit value equal to the Stop Action Levels or Immediate Stop Action Levels given later in this section, the level is considered to have been exceeded.
3. **PCM Samples:**

Location Sampled	Number of Samples	Limit Value (Fibers/cc)	Approx. Volume (Liters)	Rate (LPM)
Each Work Area	2	0.01	1,000	1-10
Outside Each Work Area at Critical Barrier	2	0.01	1,000	1-10
Clean Room	1	0.01	1,000	1-10
Equipment Decon	1	0.01	1,000	1-10
Outside Building	1	0.01	1,000	1-10
Output of Pressure Differential System	1	0.01	1,000	1-10

- F. **Additional samples** may be taken at Owner's or Owner's Representative discretion. If airborne fiber counts exceed allowed limits additional samples may be taken as necessary to monitor fiber levels.

## 1.9 ANALYTICAL METHODS USED BY THE OWNER:

- A. The following methods will be used by The Owner in analyzing filters used to collect air samples. Sampling rates may be varied from printed standards to allow for high volume sampling.
1. Phase Contrast Microscopy (PCM) will be performed using the NIOSH 7400 method.
  2. Transmission Electron Microscopy (TEM) will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 Appendix A.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.10 LABORATORY TESTING BY OWNER:**

- A. The services of a testing laboratory** may be employed by the Owner to perform laboratory analyses of the air samples. A technician will be at the job site, and samples will be sent daily by carrier for next day delivery so that verbal reports on air samples can be obtained within 24 hours.
- B. A complete record** of all air monitoring and results will be furnished to the Owner's Representative, the Owner, and if requested, the Contractor.
- C. The Contractor will have access** to all air monitoring tests and results upon request.
- D. Written Reports:** of all air monitoring tests will be posted at the job site on a daily basis.

**1.11 FIBERS AND STRUCTURES**

- A. Fibers Counted:** The following procedure will be used to resolve any disputes regarding fiber types when a project has been stopped due to excessive airborne fiber counts.
  - 1. Large Fibers:** "Airborne Fibers" referred to above include all fibers regardless of composition as counted by phase contrast microscopy (PCM), unless additional analysis by transmission or scanning electron microscopy demonstrates to the satisfaction of the Designer that non-asbestos fibers are being counted. "Airborne Fibers" counted in samples analyzed by transmission electron microscopy shall be asbestos fibers, greater than 5 microns in length. For purposes of stop action levels, subsequent to analysis by electron microscopy, the number of "Airborne Fibers" shall be determined by multiplying the number of fibers, regardless of composition, counted by PCM by the proportion of fibers that are asbestos as determined by TEM (a number equal to, asbestos fibers counted, divided by all fibers counted in the electron microscopy analysis).
  - 2. Small Structures:** "Airborne Fibers" referred to above include asbestos structures (fibers, bundles, clusters or matrices) of any diameter and any length greater than 0.5 microns.

**1.12 ADDITIONAL TESTING:**

- A. The Contractor may conduct** air monitoring and laboratory testing. If he elects to do this, the cost of such air monitoring and laboratory testing shall be at no additional cost to the Owner.



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.13 PERSONAL MONITORING:**

- A. Owner will not perform** air monitoring for the Contractor to meet Contractor's OSHA requirements for personal sampling or any other purpose.

### **1.14 MISCELLANEOUS PROVISIONS**

A project checklist has been provided in Appendix C of the Facilities Management Environmental Emergency specification package. This checklist is not intended to take the place of any regulations, specifications or directions, but is supplied to assist the Contractor.

**The following inspections must be performed during the project phases indicated.**

- 1- Pre-cleaning : A visual inspection of all pre-cleaned surface areas must be **performed by the Contractor's supervisor and the Owner's representative simultaneously.** This inspection will occur prior to the installation of polyethylene covering of walls, floors, and other surfaces.
- 2- Post removal : A visual inspection of each work area must be performed following successful clearance air sampling and prior to commencing tear-down. **This inspection is to be performed by the Contractor's supervisor and the Owner's representative simultaneously.**
- 3- Substantial completion: After each project is complete, including any applicable demolition, re-insulation, or cleaning, a final inspection will be **performed by the Contractor's supervisor and the Owner's representative simultaneously** before turning the work area over to the Owner.

Ten-day notifications are required for EPA Region III as well as to the State of Delaware (DNREC). If due to the immediacy of an emergency it becomes necessary to perform work within the notification period, the Owner's Representative will contact the proper authorities to request a waiver of the ten day period. All Contractors, workers, and supervisors must be State of Delaware Certified. (See Section 01098).

All electric power shall be shut down, locked and tagged out in the work area that is possible. The Owner will supply temporary electrical source. Contractor is responsible for making proper electrical connections as well as to disconnect existing lighting fixtures. Protect each circuit with a Ground Fault Circuit Interrupter (GFCI) of proper size located in the temporary panel. Outlet type GFCI devices may be used when approved by the Owner's Representative.

Temporary water service - Contractor will make connection to cold water supply and ensure proper back-flow protection. Hot water heater, if required, will be supplied by the Contractor (See Section 01503)

Contractor must ensure the integrity of the enclosure and decontamination facility. Inspection windows are required for each enclosure where feasible. (See Section 01526).

All workers must have their current State of Delaware Asbestos Worker Badge as well as a copy of their current medical in order to work at the project site (this includes set-up and tear down, no exceptions).

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

Contractor will provide extra, new respirators, disposable overalls, head covers, and footwear covers for use by authorized visitors. All decontamination procedures are to be strictly adhered with. A signed copy of the Certificate of Workers Acknowledgment must be obtained from each worker (See Section 01560).

Three stage personnel decontamination units are required for each contained work area. An equipment decontamination unit consisting of the following arrangement of rooms, Clean Room, Holding Room, Wash Room for the removal of equipment and material from the Work Area, is required. Personnel are not to enter or exit the Work Area through the Equipment Decontamination Unit (See Section 01563).

The Contractor is to provide a list of products he intends to use during this project (See Section 01601).

Substitutions for specified products will be considered if received within 3 weeks prior to beginning work affected by the substitution. Requests received less than 3 weeks before commencement of affected work may be considered or rejected at the discretion of the Owner's representative (See Section 01632).

**Final Cleaning** - before requesting inspection for Certification of Substantial Completion, the work area as well as any affected areas must be cleaned and in a condition suitable to the Building Owner or Owner's Representative (See Section 01712).

**Areas designated as contaminated** - after complete removal of asbestos-containing material, all affected surfaces shall be decontaminated using a combination of HEPA vacuum and wet cleaning techniques. All non-visible asbestos residue shall be encapsulated with a coating of American Coatings Corp. 22-P Penetrating Encapsulant or equivalent product applied in strict accordance with the manufacturer's directions. Before spraying encapsulant, check with Owner's Representative, do not indiscriminately spray all surfaces. (See Section 01712).

**Work area clearance** – Clearance air sampling will incorporate aggressive TEM air sampling techniques, or PCM clearance sampling protocol where less than 160 square feet of asbestos materials were removed. The Contractor will encapsulate prior to running final clearance samples. An AHERA set of TEM samples (five inside, five outside, IWA Blank, OWA Blank, and Lab Blank), or an appropriate number of PCM samples based on the quantity of material removed, will be run after completion of a visual inspection and work area encapsulation. TEM analytical results will be available within 24 hours of sample collection, or sooner if needed. PCM analytical results will be available within 4 hours of sample collection, or sooner if needed. In the event that any final clearance samples fail, the abatement contractor may be responsible for the cost associated with re-running and analysis of those samples. (Section 01711).

All asbestos-containing material shall be wetted with amended water during abatement. **DRY REMOVAL OF ASBESTOS WILL NOT BE TOLERATED.** (Section 02081)

\* All Asbestos waste must be disposed of at an EPA approved landfill, site to be approved by the building owner. The Contractor is to provide the Owner's Representative with the completed chain of custody as well as the landfill receipts (See Section 02084).

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**The work** includes the removal of asbestos-containing materials according to the requirements of the following specification section sections in the sequence indicated:

**General and Administrative Requirements** are set forth in the following specification sections:

- 01013 Summary of the Work - Asbestos Abatement
- 01043 Project Coordination - Asbestos Abatement
- 01097 Reference Standards and Definitions - Asbestos Abatement
- 01601 Materials and Equipment - Asbestos Abatement
- 01632 Product Substitutions
- 01701 Project Closeout - Asbestos Abatement

**Abatement Work** requirements are set forth in the following specification sections, listed here according to the sequence of the work:

01098 Codes, Regulations and Standards - Asbestos Abatement: sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

01503 Temporary Facilities - Asbestos Abatement: sets forth the support facilities needed such as electrical and plumbing connections for the decontamination unit.

01560 Worker Protection - Asbestos Abatement: describes the equipment and procedures for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

01562 Respiratory Protection: sets forth the procedures and equipment required for adequate protection against inhalation of airborne asbestos fibers.

01563 Decontamination Units: explains the setup and operation of the personnel and material decontamination units.

**Asbestos Removal Work Procedures** are described in the following specification sections:

- 02063 Removal of Asbestos Contaminated Materials
- 02081 Removal of Asbestos-Containing Materials
- 02084 Disposal of Asbestos Containing Waste Material

**Decontamination of the Work Area** after completion of abatement work is described in the following sections:

- 01701 Project Closeout: details the closeout procedures to end the project once abatement work is complete including final paperwork requirements.
- 01711 Project Decontamination: describes the sequence of cleaning and decontamination procedure to be followed during removal of the sheet plastic barriers isolating a work area.
- 01712 Cleaning and Decontamination Procedures: sets forth procedures to be used on contaminated objects and rooms which are not part of an abatement work area.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **PLAN OF ACTION:**

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution.

Expand upon the use of portable HEPA ventilation system, closing out of the building's HVAC system, method of removal to prohibit visible emissions in work area, and packaging of removed asbestos debris. The plan must be submitted at the Pre-Work Meeting and approved by the Owner's Representative prior to commencement of work.

### **INSPECTION:**

**Prior to commencement of work**, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, and equipment or of surrounding properties that could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to Owner's Representative prior to starting work.

## **PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION**

### **3.1 STOP ACTION LEVELS:**

- A. Inside Work Area:** Maintain an average airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If the Time Weighted Average (TWA) fiber count for any work shift or 8 hour period exceeds the Stop Action Level, stop all work except corrective action, leave pressure differential and air circulation system in operation and notify the Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by the Owner's Representative.

STOP ACTION LEVEL (f/cc)	IMMEDIATE STOP LEVEL (f/cc)	MINIMUM RESPIRATOR REQUIRED	PROTECTION FACTOR
0.5	2.5	PAPR	100
1.0	5.0	Supplied Air	1000

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

1. If airborne fiber counts exceed Immediate Stop Level given above for type of respiratory protection in use for any period of time cease all work except corrective action. Notify Owner's Representative. Do not recommence work until fiber counts fall below Stop Action Level given above for the type of respiratory protection in use. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized in writing by Owner's Representative.

**B. Outside Work Area:** If any air sample taken outside of the Work Area exceeds the base line established in Part 1 of this section, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.

1. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:
  - a. Immediately erect new critical barriers as set forth in Section 01526 Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, floor).
  - b. Decontaminate the affected area in accordance with Section 01712 Cleaning & Decontamination Procedures.
  - c. Require that respiratory protection as set forth in Section 01562 Respiratory Protection be worn in affected area until area is cleared for re-occupancy in accordance with Section 01711 Project Decontamination.
  - d. Leave Critical Barriers in place until completion of work and insure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.
  - e. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 01563 Decontamination Units at entry point to affected area.
  - f. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Section 01711 Project Decontamination.
2. If the high reading was the result of other causes initiate corrective action as determined by the Owner's Representative.
  - a. Due to construction activities occurring outside the regulated work area there is likely to be high air sample counts outside the work area due to this work activity. Baseline samples should be used to establish a basis to determine what the background counts are during construction activity prior to the start of this project.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.2 STOP WORK:**

- A. If the Owner or Owner's Representative** presents a written stop work order, immediately and automatically conform to that stop work order, while maintaining temporary enclosures and pressure differential. After being presented with a stop work order, immediately initiate the following actions:
1. Cease all asbestos removal activities, or any other activities that disturbs ACM.
  2. Repair any fallen, ripped or otherwise failed work area isolation measures.
  3. Maintain in operation all work area isolation measures including those required by Sections 01526 Temporary Enclosures, 01513 Temporary Pressure Differential & Air Circulation System, 01563 Decontamination Units.
  4. Maintain all worker protections including those required by Sections 01560 Worker Protection - Asbestos Abatement, and 01562 Respiratory Protection.
  5. Fog the air in the work area with a mist of amended water to reduce airborne fiber levels.

**Do not recommence work** until authorized in writing by the Owner's Representative.

**SCHEDULE OF ASBESTOS CONTAINING MATERIALS**

The following asbestos containing materials are known to be present at the worksites:

**Baltz Elementary School - BEA# 767914R**

<b><u>Material</u></b>	<b><u>Location</u></b>	<b><u>Quantity</u></b>	<b><u>Content</u></b>
Window Caulk	Throughout as shown on drawing	7,500 LF	3-15% Chrysotile
Pipe Insulation	1 <sup>st</sup> floor hall btwn Library to Rm 110	250 LF	20% Chrysotile
Roof Mech Curb	Garage	20LF	3% Chrysotile
Roof Scupper Flashing	Main building SW corner, cafeteria, and Garage	7 EA	5% Chrysotile
Expansion Joint	Main Building SW upper level end	7 LF	8% Chrysotile

**~~McKean High School - BEA# 767914Q~~**

<b><u>Material</u></b>	<b><u>Location</u></b>	<b><u>Quantity</u></b>	<b><u>Content</u></b>
Pipe Fitting Mud	Boiler room	1 EA	20% Chrysotile
Pipe Fitting Mud	Wellness Center	2 EA	assumed

**All measurements and quantities depicted on the drawings and above are estimates. The Contractor will verify all measurements and quantities.**

**If any other materials are discovered, which are suspected to be asbestos containing, the Owner's Representative must be notified immediately.**

**END OF SECTION 01013**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01028 - APPLICATIONS FOR PAYMENT - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A.** This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
1. Coordinate the Schedule of Values and Application for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B.** Related Sections - The following Sections contain requirements that relate to this Section.
1. **Contractor's Construction Schedule:** The Contractor's Construction Schedule is specified in Division 1 Section "Coordination - Asbestos Abatement", section 01043.
  2. **Submittal Schedule:** The Submittal Schedule is specified in Division 1 Section "Submittals", section 01301.

**1.3 SCHEDULE OF VALUES**

- A.** **Coordination:** Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule.
    - b. Application for Payment forms, including Continuation Sheets.
    - c. List of subcontractors.
    - d. Schedule of allowances.
    - e. Schedule of alternates.
    - f. List of products.
    - g. Schedule of submittals.
  2. **Submit the Schedule of Values** to the Owner's Representative at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- B. Form:** Submit Schedule of Values on the form at the end of this section.
- C. Format and Content:** Submit a Schedule of Values that is based on functional, measurable, observable portions of the Work. Where appropriate breakdown the Work into phases, building areas or floors.
- 1. Identification:** Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of the Owner's Representative.
    - c. Project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange the Schedule of Values** in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Sections or Divisions
    - b. Description of Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value.
      - 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - 3.** Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Where appropriate, break principal subcontract amounts down into several line items.
  - 4.** Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
  - 5. Unit-Cost Allowances:** Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
  - 6. Margins of Cost:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
  - 7. Schedule Updating:** Update and resubmit the Schedule of Values prior to the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.4 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment** shall be consistent with previous applications and payments as certified by the Owner's Representative and paid for by the Owner's Representative.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

- B. Payment-Application Times:** Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

If the agreement does not state payment dates, the following requirements will apply. The date for each progress payment is the 10<sup>th</sup> day of each month. The period covered by each application for payment starts on the day following the end of the preceding period.

- C. Payment-Application Forms:** Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. Sample forms provided by the Owner's Representative for Applications for Payment are included at the end of this Section. If any forms other than those stated above are to be used, the required forms will be specified in the pre-bid meeting and supplied at that time.

- D. Application Preparation:** Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Owner's Representative will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

- E. Transmittal:** Submit 4 signed and notarized original copies of each Application for Payment to the Owner's Representative by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Owner's Representative.

- F. Waivers of Mechanics Lien:** With each Application for Payment, submit partial waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.

1. Submit partial waivers from each subcontractor, sub-subcontractor or supplier on each item provided by such an entity, for the amount requested, prior to deduction for retainage, on each item.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. When an application shows completion of an item, submit final or full waivers from the subcontractors, sub-subcontractors and suppliers providing that item.
  3. The Owner's Representative reserves the right to designate which entities involved in the work must submit waivers.
- G. Waiver Forms:** Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner's Representative, (4) four copies of each.
- H. Initial Application for Payment:** Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. Submittals designated as required "Before Start of Work" by individual specification sections.
  2. List of subcontractors.
  3. List of principal suppliers and fabricators.
  4. Schedule of Values.
  5. Contractor's Construction Schedule (preliminary if not final).
  6. Schedule of principal products.
  7. Schedule of unit prices.
  8. Submittal Schedule (preliminary if not final).
  9. List of Contractor's staff assignments.
  10. List of Contractor's principal consultants.
  11. Copies of building permits.
  12. Copies of authorizations and licenses from governing authorities for performance of the Work.
  13. Initial progress report.
  14. Report of preconstruction meeting.
  15. Certificates of insurance and insurance policies.
  16. Initial settlement survey and damage report, if required.
- I. Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
  2. Administrative actions and submittals that shall precede or coincide with this application include:
    - a. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    - b. Final cleaning
    - c. Application for reduction of retainage and consent of surety.
    - d. List of incomplete Work, recognized as exceptions to Owner's Representative's Certificate of Substantial Completion.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**J. Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required project records to the owner.
6. Proof that taxes, fees, and similar obligations were paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Change of door locks to Owner's access.
10. Disposal receipts, bills of lading and other required documentation of transportation and disposal of asbestos-containing waste.

**PART 2 - PRODUCTS (Not Applicable).**

**PART 3 - EXECUTION (Not Applicable).**

**END OF SECTION 01028**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SCHEDULE OF VALUES**

Project: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_ Contractor's: \_\_\_\_\_  
\_\_\_\_\_ Rep: \_\_\_\_\_  
\_\_\_\_\_

Description	Related Work Sections	Amount
Preparation of Work Area	01503 Temporary Facilities - Asbestos Abatement 01513 Temporary Pressure Differential & Air Circulation System 01526 Temporary Enclosures 01563 Decontamination Units	_____
Site Demolition	02061 Building Component Demolition - Asbestos Abatement 02062 Non-Asbestos Demolition	_____
Asbestos Abatement	02063 Removal of Asbestos Contaminated Materials 02081 Removal of Asbestos-Containing Materials 02082 Removal of Asbestos-Contaminated Soil 02084 Disposal of Regulated Asbestos-Containing Material 02085 Resilient Floor Covering Manufacturers' Recommended Work Practices 02087 Resilient Flooring Removal - Asbestos Abatement 02088 Removal of Asbestos Roofing Materials 09251 Gypsum Drywall - Asbestos Enclosure 09805 Encapsulation of Asbestos-Containing Materials	_____
Project Decontamination	01711 Project Decontamination 01712 Cleaning & Decontamination Procedures 01713 Project Decontamination - Microfibers	_____
Other Work	01046 Cutting & Patching - Asbestos-Containing Materials 01527 Regulated Areas 01528 Entry Into Controlled Areas 01529 Mini Enclosures and Glovebags 15254 Repair of Insulation and Lagging	_____
Project Closeout	01701 Project Closeout-Asbestos Abatement	_____
	<b>Total</b>	_____

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01043 - COORDINATION - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. **This Section includes** administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. Contingency Plan.
2. Notifications.
3. Pre-Construction Inspection.
4. Administrative and supervisory personnel.
5. Pre-Construction Conference
6. Progress Meetings
7. Record Keeping.
8. Special Reports.

- B. **Related Sections:** The following Sections contain requirements that relate to this Section:

1. "Section 01301 - Submittals - Asbestos Abatement" for administrative procedures regarding submittals.
2. "Section 01601 - Materials and Equipment - Asbestos Abatement" for coordinating general installation.
3. "Section 01701 - Project Closeout - Asbestos Abatement" for coordinating contract closeout.

**1.3 CONTINGENCY PLAN:**

- A. **Contingency Plan:** Prepare a contingency plan for emergencies or any other event that may require breaching of work area containment or modification or abridgement of decontamination or work area isolation procedures. Include in this plan procedures for performing electrical and mechanical repairs inside containment after abatement work has begun. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. Items to be addressed in the plan include, but are not limited to the following:

1. Fire
2. Accident
3. Life threatening injury
4. Non life threatening injury

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Rescue
6. Power Failure
7. Pressure differential system failure
8. Breach of containment
9. Electrical faults or shock
10. Water leaks
11. Waste spills
12. Unauthorized entry into work area
13. Elevated air samples outside of containment
14. Repairs inside containment

### **1.4 NOTIFICATIONS**

- A. **Notify other entities** at the job site of the nature of the asbestos abatement activities, location of asbestos-containing materials (ACM), requirements relative to asbestos set forth in these specifications and applicable regulations. Advance notification will be made to:
  1. Employees who will perform asbestos abatement work or related activities, or who will be in the work area during the course of the work of this contract.
  2. Employers of employees who work and/or will be working in adjacent areas during the course of the work of this contract.
- B. **Notify emergency service agencies** including fire, ambulance, police or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, modifications to fire notification or fire fighting equipment, and other information needed by agencies providing emergency services.
- C. **Notifications of Emergency:** Any individual at the job site may notify emergency service agencies if necessary without effect on this Contract or the Contract Sum.

### **1.5 PRE-CONSTRUCTION INSPECTION:**

- A. **Inspect areas** in which work will be performed, prior to commencement of work. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to Owner's Representative for record purposes prior to starting work.

### **1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL**

- A. **Project Supervisor/General Superintendent:** Provide a full-time Project Supervisor/General Superintendent at the work site who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, project scheduling, management, etc. This person is the Contractor's Representative, and will function as the "competent person" at the work site

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

responsible for compliance with all applicable federal, state and local regulations, particularly those relating to ACM.

1. **Training/Accreditation:** The General Superintendent must have a current certification from a State of Delaware approved trainer, contractor/supervisor for the State of Delaware asbestos supervisor's course in asbestos abatement that meets the requirements of the EPA Model Accreditation Plan for asbestos abatement contractor/supervisor (40 CFR part 763, Subpart E, Appendix C).
2. **Experience:** The General Superintendent must have demonstrable experience in the successful management of asbestos abatement projects that are similar to the work of this contract, and have had a minimum of two (2) years on-the-job training in Asbestos Abatement and Procedures.
  - a. The General Superintendent must have a minimum of two (2) years' experience in the on-site management of asbestos abatement projects.
  - b. The General Superintendent must have had responsible charge of a minimum of ten (10) asbestos abatement projects similar in size and type to the work of this contract.
3. **Competent Person:** The General Superintendent is to be a Competent Person as required by OSHA in 29 CFR 1926.

### **1.7 PRE-CONSTRUCTION CONFERENCE:**

- A. **An initial progress meeting**, recognized as "Pre-Construction Conference" will be convened by the Owner's Representative prior to start of any work. The preconstruction conference will be scheduled before start of construction, at a time convenient to the Owner and the Owner's Representative. Meet at the project site, or as otherwise directed, with General Superintendent, Owner, Owner's Representative, Project Administrator, and other entities concerned with the asbestos abatement work.
- B. **Attendees:** Authorized representatives of the Owner, Owner's Representative, and their consultants will be in attendance. An authorized representative of the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
  1. 72 hours advance notice will be provided to all participants prior to convening Pre-Construction Conference.
- C. **Agenda:** This is an organizational meeting, to review responsibilities and personnel assignments, to locate regulated areas and temporary facilities including power, light, water, etc. Items of significance that could affect progress will be discussed, including the following:
  1. Tentative construction schedule.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. Critical work sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions and Change Orders
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data, and Samples.
8. Preparation of record documents.
9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.
18. Employee Training and Certification documents (each employee by name).
19. Employee Health Documentation
20. Work area design and layout plans (shown in accordance with specifications and drawings).
21. Equipment Certification.
22. Rental Equipment Notification.
23. NIOSH approval on respirators.
24. Documentation of respirator fit testing.
25. Periodic job progress reports format.
26. Filter change log format
27. Performance and Labor and Material Bonds
28. Certification of Insurance
29. Detailed work schedule and man power requirements.
30. Contingency planned for emergency actions.
31. Telephone numbers and connection of emergency services.
32. State of Delaware and EPA Ten (10) Day Notification.

### **1.8 PROGRESS MEETINGS:**

- A. **General:** In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, the Contractor's Representative will hold general progress meetings as required. These meetings will be scheduled weekly.
- B. **Attendees:** Representatives of the Owner and Owner's Representative will attend this meetings. In addition to representatives of the Contractor, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.9 RECORD KEEPING:**

- A. Daily Log:** Maintain a Daily Log (in an area accessible to the Owner and Owner's Representative) as a sequential, hand-written record carefully prepared daily that documents but is not limited to the following items:
1. Meetings; purpose, attendees, brief discussion
  2. Special or unusual events, i.e. barrier breeching, equipment failures, accidents
  3. Documentation of Contractor's completion of the following:
    - a. Inspection of work area preparation prior to start of removal and daily thereafter.
    - b. Removal of any sheet plastic barriers
    - c. Inspections prior to spray back, lock back, encapsulation, enclosure or any other operation that will conceal the condition of ACM or the substrate from which such materials have been removed.
    - d. Removal of waste materials from work area
    - e. Decontamination of equipment (list items)
    - f. Final inspection/final air test analysis.
- B. Entry/Exit Log:** Maintain outside the Decontamination Unit a daily log documenting the dates and time of but not limited to, the following items:
1. Visitations; authorized and unauthorized with the following information
    - a. Name
    - b. Organization
    - c. Entry time
    - d. Exit Time
    - e. Respiratory protection
  2. Personnel, by name, entering and leaving the work area with the following information
    - a. Printed Name
    - b. Identification Number
    - c. Entry Time
    - d. Exit Time
    - e. Respiratory Protection
- C. Air Monitoring Results:** Post personnel and area air monitoring results at Decontamination Unit within 24 hours of sample collection. Post the respiratory protection requirements for the work in progress.
- D. Records in Decontamination Unit:** Maintain the following documentation in the Decontamination Unit, in a location accessible to workers.
1. Documentation of inspections by OSHA, EPA or local authority
  2. Respiratory Protection Program.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- E. Other records:** Maintain other documentation in a location that is accessible to the Owner and Owner's Representative including:
1. Waste Manifests and shipping records
  2. Landfill receipts.
  3. Accident reports.
- F.** Copies of this log will be submitted at final closeout of the project as a Project Closeout Submittal.

**1.10 SPECIAL REPORTS:**

- A. General:** Except as otherwise indicated, submit special reports directly to Owner's Representative within one day of occurrence requiring special report, with copy to Owner and others affected by occurrence.
- B. Reporting Unusual Events:** When an event of unusual and significant nature occurs at site (examples: failure of pressure differential system, rupture of temporary enclosures), prepare and submit report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner's Representative in advance at earliest possible date.
- C. Reporting Accidents:** Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury, or where work was stopped for over four hours during a scheduled shift.
- D. Report Discovered Conditions:** When an unusual condition of the building is discovered during the work (e.g. leaks, termites, corrosion) prepare and submit a special report indication condition discovered.

**1.11 SUBMITTALS**

- A. Before the Start of Work:** Submit the following to the Owner's Representative in the same manner as product data. Do not begin work until these submittals are returned with "Owner's Representative's" action stamp indicating that all submittals have been received.
1. Plan of Action.
  2. Contingency Plans.
  3. Project Directory.
  4. Notifications: copy of notification sent to other entities at the work site, and to emergency service agencies.
  5. Pre-Construction Inspection: report on inspection carried out as required by this section (Include copies of all photographs, videotapes, etc).
  6. Contractor's Construction Schedule.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

7. **Accreditation:** Submit evidence in the form of Delaware training course certificates for the General Superintendent, Supervisors, and Forepersons as asbestos abatement supervisors in accordance with AHERA requirements. Submit evidence in the form of Delaware training course certificates that each worker is trained as an asbestos abatement worker in accordance with AHERA requirements.
  8. **Resume:** Submit resume of General Superintendent.
- B. Submit daily:** Provide two (2) copies for information purposes of all documents indicated in the following sub-sections to Project Administrator by end of the next working day after the day they are received by Contractor.
1. Section on Record Keeping.
  2. Section on Special Reports.
- C. Project Closeout:** Submit two (2) copies for information purposes of all documents indicated in the following sections at final closeout of project as a project closeout submittal.
1. Section on Record Keeping.
  2. Section on Special Reports.

**PART 2 – PRODUCTS (Not Applicable)**

**PART 3 – EXECUTION (Not Applicable)**

**END OF SECTION - 01043**

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01097-REFERENCE STANDARDS AND DEFINITIONS - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B.** Drawings must be recognized as diagrammatic in nature and **not completely descriptive** of the requirement indicated thereon."

**1.2 DEFINITIONS**

- A. General:** Basic contract definitions are included in the Conditions of the Contract.
  - 1. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
  - 2. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Designer, requested by the Designer, and similar phrases.
  - 3. "Approved": The term "approved," when used in conjunction with the Designer's action on the Contractor's submittals, applications, and requests, is limited to the Designer's duties and responsibilities as stated in the Conditions of the Contract.
  - 4. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
  - 5. "Furnish": The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
  - 6. "Install": The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
  - 7. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
  - 8. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

- a. The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
  - b. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.
  - c. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
    - 1) This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
9. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
10. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
11. "Owner's Representative": This is the entity described as the "Architect" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." All references to Architect or Engineer in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

12. "Project Administrator": This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon written or verbal order if requirements of the Contract Documents are not met, or if in the sole judgement of the Project Administrator, Owner's Representative, or Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.
13. "Stop Work Order": is a written order to cease asbestos removal, encapsulation or enclosure activities. The Contractor must maintain work area enclosure, pressure differential isolation and ventilation of the work area, and decontamination units during the period that a Stop Work Order is in affect.
14. "General Superintendent": This is the Contractor's Representative at the work site. This person must be a Competent Person as defined by OSHA in 29 CFR 1926.

**B. Definitions Relative to Asbestos Abatement:**

1. "Accredited or Accreditation:" (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
2. "Adequately Wet:" Sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.
3. "Aerosol:" A system consisting of particles, solid or liquid, suspended in air.
4. "Air Cell:" Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
5. "Air Monitoring:" The process of measuring the fiber content of a specific volume of air.
6. "Amended Water:" Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.
7. "Asbestos:" The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

8. "Asbestos-Containing Material (ACM):" Any material containing more than 1% by area of asbestos of any type or mixture of types.
9. "Asbestos-Containing Building Material (ACBM):" Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
10. "Asbestos-Containing Waste Material:" Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.
11. "Asbestos debris:" Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.
12. "Authorized Visitor:" The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
13. "Barrier:" Any surface that seals off the work area to inhibit the movement of fibers.
14. "Breathing Zone:" A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
15. "Category I Non-friable Asbestos-containing Material (ACM):" Asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified; in appendix A, subpart F, 40 CFR part 763, section 1. Polarized Light Microscopy (PLM).
16. "Category II Non-friable ACM:" Any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the method stated in Category I that, when dry, cannot be crumbled, pulverized or reduced to powder by hand pressure.
17. "Ceiling Concentration:" The concentration of an airborne substance that shall not be exceeded.
18. "Certified Industrial Hygienist (C.I.H.):" An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
19. "Cutting:" To penetrate with a sharp-edged instrument and includes sawing, but does not include shearing, slicing, or punching.
20. "Demolition:" The wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.



BATTA ENVIRONMENTAL ASSOCIATES, INC.

21. "Disposal Bag:" A properly labeled 6 mil thick leak-tight plastic bag used for transporting asbestos waste from work and to disposal site.
22. "Emergency Renovation Operation:" A renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden. This term includes operations necessitated by non-routine failures of equipment.
23. "Encapsulant:" A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
24. "Bridging encapsulant:" an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
25. "Penetrating encapsulant:" an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer. A penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in situ encapsulation.
26. "Encapsulation:" Treatment of asbestos-containing materials, with an encapsulant.
27. "Enclosure:" The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
28. "Fabricating:" Any processing (e.g., cutting, sawing, drilling) of a manufactured product that contains commercial asbestos, with the exception of processing at temporary sites (field fabricating) for the construction or restoration of facilities. In the case of friction products, fabricating includes bonding, debonding, grinding, sawing, drilling, or other similar operations performed as part of fabricating.
29. "Facility:" Any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation, or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units); any ship; and any active or inactive waste disposal site. For purposes of this definition, any building structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.
30. "Facility Component:" Any part of a facility including equipment.
31. "Filter:" A media component used in respirators to remove solid or liquid particles from the inspired air.

BATTA ENVIRONMENTAL ASSOCIATES, INC.

32. "Friable Asbestos Material:" Material that contains more than 1.0% asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763 section 1, Polarized Light Microscopy, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.
33. "Fugitive Source:" Any source of emissions not controlled by an air pollution control device.
34. "Glovebag:" A sack (typically constructed of 6 mil transparent polyethylene or polyvinylchloride plastic) with inward projecting longsleeve gloves, which are designed to enclose an object from which an asbestos-containing material is to be removed.
35. "Grinding:" To reduce to powder or small fragments and includes mechanical chipping or drilling.
36. "HEPA Filter:" A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.
37. "HEPA Filter Vacuum Collection Equipment (or vacuum cleaner):" High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
38. "High-efficiency particulate air filter:" (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 um in diameter or larger.
39. "In Poor Condition:" Means the binding of the material is losing its integrity as indicated by peeling, cracking, or crumbling of the material.
40. "Installation:" Any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).
41. "Leak-tight:" Means that solids or liquids cannot escape or spill out. It also means dust-tight.
42. "Malfunction:" Any sudden and unavoidable failure of air pollution control equipment or process equipment or of a process to operate in a normal or usual manner so that emissions of asbestos are increased. Failures of equipment shall not be considered malfunctions if they are caused in any way by poor maintenance, careless operation, or any other preventable upset conditions, equipment breakdown, or process failure.

BATTA ENVIRONMENTAL ASSOCIATES, INC.

43. "Negative Pressure Respirator:" A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
44. "Non-friable Asbestos-containing Material:" Any material containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763; section 1, Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
45. "Nonscheduled Renovation Operation:" A renovation operation necessitated by the routine failure of equipment, which is expected to occur within a given period based on past operating experience, but for which an exact date cannot be predicted.
46. "Outside Air:" The air outside buildings and structures, including, but not limited to, the air under a bridge or in an open air ferry dock.
47. "Owner or Operator of a Demolition or Renovation Activity:" Any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.
48. "Particulate Asbestos Material:" Finely divided particles of asbestos or material containing asbestos.
49. "Planned Renovation Operations:" A renovation operation, or a number of such operations, in which some RACM will be removed or stripped within a given period of time and that can be predicted. Individual nonscheduled operations are included if a number of such operations can be predicted to occur during a given period of time based on operating experience.
50. "Regulated Asbestos-containing Material (RACM):" Means (a) Friable asbestos material. (b) Category I non-friable ACM that has become friable. (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading. or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operation.
51. "Remove:" To take out RACM or facility components that contain or are covered with RACM from any facility.
52. "Renovation:" Altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

BATTA ENVIRONMENTAL ASSOCIATES, INC.

- 53. "Resilient Floor Covering:" Asbestos-containing floor tile, including asphalt and vinyl floor tile, and sheet vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in appendix A, subpart F, 40 CFR part 763, Section 1, Polarized Light Microscopy.
- 54. "Strip:" To take off RACM from any part of a facility or facility components.
- 55. "Visible Emissions:" Any emissions, which are visually detectable without the aid of instruments, coming from RACM or asbestos- containing waste material, or from any asbestos milling, manufacturing, or fabricating operation. This does not include condensed, uncombined water vapor.
- 56. "Waste Shipment Record:" The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.
- 57. "Personal Monitoring:" Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
- 58. "Local Exhaust System:" A local exhaust system, utilizing HEPA filtration capable of maintaining a air flow through the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
- 59. "Protection Factor:" The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- 60. "Repair:" Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
- 61. "Respirator:" A device designed to protect the wearer from the inhalation of harmful atmospheres.
- 62. "Surfactant:" A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- 63. "Time Weighted Average (TWA):" The average concentration of a contaminant in air during a specific time period.
- 64. "Visible Emissions:" Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

65. "Wet Cleaning:" The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
66. "Work Area:" The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.
67. "Working Day:" Defined to include holidays falling on Monday through Friday.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

This Article is provided to help the user of these Specifications understand the format, language, implied requirements, and similar conventions. None of the explanations shall be interpreted to modify the substance of Contract requirements.

- A. **Specification Content:** This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  1. Language used in the Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
  2. Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
- B. **Assignment of Specialists:** The Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
  1. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- C. **Trades:** Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

### 1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.
  - 1. **Referenced industry standards:** take precedence over standards that are not referenced but recognized in the construction industry as applicable.
  - 2. **Unreferenced industry standards:** are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.
- B. **Publication Dates:** Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- C. **Updated Standards:** At the request of the Owner's Representative, Contractor or authority having jurisdiction, submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner's Representative will decide whether to issue a Change Order to proceed with the updated standard.
- D. **Conflicting Requirements:** Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
  - 1. **Minimum Quantities or Quality Levels:** In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Owner's Representative for decision before proceeding.
- E. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
2. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

**F. Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean the associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

ACGIH	American Conference of Governmental Industrial Hygienists 1330 Kemper Meadow Drive Cincinnati, OH 45240 (513) 742-2020
AIHA	American Industrial Hygiene Association 2700 Prosperity Avenue, Suite 250 Fairfax, VA 22031 (703) 849-8888
AIA	American Institute of Architects 1735 New York Ave. NW Washington, DC 20006 (202) 626-7474
ANSI	American National Standards Institute 11 West 42 <sup>nd</sup> Street, 13 <sup>th</sup> floor New York, NY 10036 (212) 642-4900
ASHRAE	American Society for Heating, Refrigerating, and Air Conditioning Engineers 1791 Tullie Circle NE Atlanta, GA 30329 (404) 636-8400
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017 (212) 705-7722

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

<b>ASPE</b>	<b>American Society of Plumbing Engineers 3716 Thousand Oaks Boulevard, Suite 210 Westlake, CA 91362 (805) 495-7120</b>
<b>ASTM</b>	<b>American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 (610) 832-9585</b>
<b>AWCI</b>	<b>Association of the Wall and Ceiling Industries-International 25 K Street, NW Washington, DC 20002 (202) 783-2924</b>
<b>CFR</b>	<b>Code of Federal Regulations Available from Government Printing Office; Washington, DC 20402 (usually first published in Federal Register) (202) 783-3238</b>
<b>CGA</b>	<b>Compressed Gas Association 1235 Jefferson Davis Highway Arlington, VA 22202 (703) 979-0900</b>
<b>CS</b>	<b>Commercial Standard of NBS (U.S. Dept. of Commerce) Government Printing Office Washington, DC 20402 (202) 377-2000</b>
<b>DOT</b>	<b>Department of Transportation 400 Seventh St., SW Washington, DC 20590 (202) 426-4000</b>
<b>EPA</b>	<b>Environmental Protection Agency 401 M St., SW Washington, DC 20460 (202) 382-3949</b>



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

<b>FM</b>	<b>Factory Mutual Systems</b> 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062 (617) 762-4300
<b>FS</b>	<b>Federal Specification (General Services Administration)</b> Obtain from your Regional GSA Office, or purchase from GSA Specifications Unit 7th and D Streets, S.W. (WFSIS) Washington, DC 20406 (202) 472-2205 or 2140
<b>GA</b>	<b>Gypsum Association</b> 810 First Street, NE, Suite 510 Washington, D.C. 20002 (202) 289-5440
<b>GSA</b>	<b>General Services Administration</b> F St. and 18th St., NW Washington, DC 20405 (202) 655-4000
<b>IEEE</b>	<b>Institute of Electrical and Electronic Engineers</b> 345 E. 47th Street New York, NY 10017 (212) 705-7900
<b>IETA</b>	<b>International Electrical Testing Assoc.</b> P.O. Box 687 Morrison, CO 80465 (303) 697-8441
<b>IRI</b>	<b>Industrial Risk Insurers</b> P.O. Box 5010 85 Woodland Street Hartford, CT 06102-5010 (203) 520-7300
<b>ISA</b>	<b>Instrument Society of America</b> P.O. Box 12277 67 Alexander Drive Research Triangle Park, NC 27709 (919) 549-8411

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

<b>MIL</b>	<b>Military Standardization Documents (U.S. Dept. of Defense) Naval Publications and Forms Center 5801 Tabor Ave. Philadelphia, PA 19120</b>
<b>NBS</b>	<b>National Bureau of Standards (U.S. Dept. of Commerce) Gaithersburg, MD 20234 (301) 921-1000</b>
<b>NEC</b>	<b>National Electrical Code (by NFPA)</b>
<b>NECA</b>	<b>National Electrical Contractors Assoc. 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814 (301) 657-3110</b>
<b>NEMA</b>	<b>National Electrical Manufacturers Assoc. 2101 L St., NW, Suite 300 Washington, D.C. 20037 (202) 457-8400</b>
<b>NFPA</b>	<b>National Fire Protection Assoc. One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 (617) 770-3000</b>
<b>NRCA</b>	<b>National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 (708) 299-9070</b>
<b>OSHA</b>	<b>Occupational Safety &amp; Health Administration (U.S. Dept. of Labor) Government Printing Office Washington, DC 20402 (202) 783-3238</b>
<b>PS</b>	<b>Product Standard of NBS (U.S. Dept. of Commerce) Government Printing Office Washington, DC 20402 (202) 783-3238</b>

## BATTA ENVIRONMENTAL ASSOCIATES, INC.

RFCI      Resilient Floor Coverings Institute  
966 Hungerford Drive, Suite 12-B  
Rockville, MD 20805  
(301) 340-8580

UL          Underwriters Laboratories  
333 Pfingsten Rd.  
Northbrook, IL 60062  
(312) 272-8800

WLA        White Lung Association  
P.O. Box 1483  
Baltimore, MD 21203

G.      **Federal Government Agencies:** Names and titles of federal government standard – or Specification – producing agencies are often abbreviated. The following acronyms or abbreviations referenced in the Contract Documents indicate names of standard – or Specification – producing agencies of the federal government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

1.      CE      Corps of Engineers  
                 (U.S. Department of the Army)  
                 Chief of Engineers – Referral  
                 Washington, D.C. 20314  
                 (202) 272-0660
2.      CFR      Code of Federal Regulations  
                 (Available from the Government Printing Office)  
                 N. Capitol St. between G and H St., NW  
                 Washington, D.C. 20402    (202) 783-3238  
                 (Material is usually first published in the “Federal Register”).
3.      CPSC     Consumer Product Safety Commission  
                 5401 Westbard Avenue  
                 Bethesda, MD 20207  
                 (800) 638-2772
4.      CS        Commercial Standard  
                 (U.S. Department of Commerce)  
                 Government Printing Office  
                 Washington, D.C. 20402  
                 (202) 783-3238

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Del-DOT Delaware Department of Transportation  
250 Bear Christiana Road  
Bear, DE 19701

Or

Highway Administration Building  
US Rt. 113, Bay Road  
P.O. Box 778  
Dover, DE 19903

6. DNREC Dept. of Natural Resources & Environmental Control  
P.O. Box 1401  
89 Kings Highway  
Dover, DE 19903  
(800) 662-8802
7. DOC Department of Commerce  
14<sup>th</sup> St. and Constitution Ave., NW  
Washington, D.C. 20230  
(202) 482-2000
8. DOT Department of Transportation  
400 Seventh St., SW  
Washington, D.C. 20590  
(202) 366-4000
9. EPA Environmental Protection Agency  
401 M Street, SW  
Washington, D.C. 20460  
(202) 260-2090
10. FS Federal Specification (from GSA)  
Specifications Unit (WFSIS)  
7<sup>th</sup> & D. Sts., SW  
Washington, D.C. 20407  
(202) 708-9205
11. GSA General Services Administration  
F St. & 18<sup>th</sup> St., NW  
Washington, D.C. 20405  
(202) 708-5082

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

12. MIL Military Standardization Documents  
(U.S. Department of Defense)  
Naval Publications and Forms Center  
5801 Tabor Avenue  
Philadelphia, PA 19120
13. NIST National Institute of Standards and Technology  
(U.S. Department of Commerce)  
Gaithersburg, MD 20899  
(301) 975-2000
14. OSHA Occupational Safety and Health Administration  
(U.S. Department of Labor)  
200 Constitution Avenue, NW  
Washington, D.C. 20210  
(202) 219-6091
15. PS Product Standard of NBS  
(U.S. Department of Commerce)  
Government Printing Office  
Washington, D.C. 20402  
(202) 738-3238
16. USPS U.S. Postal Service  
475 L'Enfant Plaza, SW  
Washington, D.C. 20260-0010  
(202) 268-2000

**SUBMITTALS:**

Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01097**

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01098 - CODES, REGULATIONS AND STANDARDS - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

**1.2 SUMMARY**

- A. This section sets forth governmental regulations which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
  - 1. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.
  - 2. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

**1.3 CODES, REGULATIONS AND STANDARDS**

- A. **General Applicability of Codes, Regulations and Standards:** Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes and regulations have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. **Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Designer harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of the contractor, the contractor's employees, or subcontractors.
- C. **Federal Requirements:** which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
  - 1. **OSHA:** U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite;  
Final Rules Title 29, Part 1910, Section 1001 of the Code of Federal Regulations  
Final Rules Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
  - b. Respiratory Protection  
Title 29, Part 1910, Section 134 of the Code of Federal Regulations  
Title 29, Part 1926, Section 103 of the Code of Federal Regulations
  - c. Personal Protective Equipment for General Industry  
Title 29, Part 1910, Section 132 of the Code of Federal Regulations  
Title 29, Part 1926, Sections 95 - 107 of the Code of Federal Regulations
  - d. Access to Employee Exposure and Medical Records  
Title 29, Part 1926, Section 33 of the Code of Federal Regulations
  - e. Hazard Communication  
Title 29, Part 1926, Section 59 of the Code of Federal Regulations
  - f. Specifications for Accident Prevention Signs and Tags  
Title 29, Part 1910, Section 145 of the Code of Federal Regulations
  - g. Permit Required Confined Space  
Title 29, Part 1910, Section 146 of the Code of Federal Regulations
  - h. Construction Industry  
Title 29, Part 1910, Section 1001 of the Code of Federal Regulations  
Title 29, Part 1926, Section 1101 of the Code of Federal Regulations
  - i. Construction Industry - General Duty Standards  
Title 29, Part 1926, Sections 20 through 35 of the Code of Federal Regulations
- 2. DOT: U. S. Department of Transportation, including but not limited to:**
- a. Hazardous Substances  
Title 49, Part 171 and 172 of the Code of Federal Regulations
  - b. Hazardous Material Regulations  
General Awareness and Training Requirements for Handlers, Loaders and Drivers  
Title 49, Parts 171-180 of the Code of Federal Regulations
  - c. Hazardous Material Regulations  
Editorial and Technical Revisions  
Title 49, Parts 171-180 of the Code of Federal Regulations



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. **EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:**
  - a. Asbestos Hazard Emergency Response Act (AHERA) Regulation  
Title 40, Part 763, Sub-part E of the Code of Federal Regulations, (This only applies to employees of a unit of local government doing Asbestos work).
  - b. EPA Model Accreditation Plan - Asbestos Containing Materials Final Rule & Notice  
Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations
  - c. National Emission Standard for Hazardous Air Pollutants (NESHAP)  
National Emission Standard for Asbestos  
Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations

**D. State and Local Requirements:** which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

1. State of Delaware, Department of Natural Resources and Environmental Control "Delaware Regulations Governing the Control of Air Pollution Emission Standard for Asbestos". November 27, 1985, updated June 16, 1995.
2. State of Delaware Asbestos Contractor, Supervisor, and Worker Certification Program.
3. All workers must complete the State of Delaware Asbestos Abatement Program certificate course.
4. All contractors must have Delaware State Certification.
5. State of Delaware Hazardous Chemical Information Act (Right-to-know)
6. Abide by all local requirements, which govern asbestos abatement work or hauling & disposal of asbestos waste materials.

**1.4 NOTICES:**

**A. U.S. ENVIRONMENTAL PROTECTION AGENCY**

1. Postmark or Deliver Written Notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAP Contact at least 10 working days prior to beginning any work on asbestos-containing materials (ACM). Send notification to the following address:
  - a. REGION 3 - Asbestos NESHAP Contact  
USEPA - Air Management Division  
841 Chestnut Street  
Philadelphia, PA 19107  
(215) 597-6550

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. Notification: Include the following information in the notification sent to the NESHAP contact:
- a. Indication whether the notification is the original or revised notification
  - b. Name, address, and telephone number of owner or operator.
  - c. Name, address, and telephone number of contractor.
  - d. Type of Operation (demolition or renovation).
  - e. Description of the facility or affected part of the facility being demolished or renovated, including the size (square feet [square meters], number of floors), age, present and prior use of the facility.
  - f. Estimate of the approximate amount of RACM to be removed from the facility in terms of linear meters [linear feet] of pipe, and surface area in square meters [square feet] of other facility components. Also estimate the approximate amount of Category I and Category II non-friable ACM in the affected part of the facility that will not be removed before demolition.
  - g. For facilities in which the amount of friable asbestos materials less than 80 linear meters (260 linear feet) on pipes and less than 15 square meters (160 square feet) or 1 cubic meter (35 cubic feet) if the length and width could not be measured. On other facility components, explain techniques of estimation.
  - h. Location and street address (including building number or name and floor or room number, if appropriate), city county, and state, of the facility being demolished or renovated.
  - i. Scheduled starting and completion dates of asbestos removal work (or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material) in a demolition or renovation; planned renovation operations involving individual nonscheduled operations shall only include the beginning and ending dates of the report period as described in paragraph (a)(4)(iii) of 40 CFR 61.145.
  - j. Scheduled starting and completion dates of demolition or renovation.
  - k. Nature of planned demolition or renovation and method(s) to be used, including demolition or renovation techniques to be used and description of affected facility components.
  - l. Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61 Subpart M).
  - m. Name and location of the waste disposal site where the asbestos containing waste material will be deposited.
  - n. A certification that at least one person trained as required by paragraph (c)(8) of 40 CFR 61.145 will supervise the stripping and removal described by this notification.
  - o. For emergency renovations described in paragraph (a)(4)(iv) of 40 CFR 61.145, the date and hour that the emergency occurred, a description of the sudden, unexpected event, and an explanation of how the event caused an unsafe condition, or would cause equipment damage or an unreasonable financial burden.
  - p. Description of procedures to be followed in the event that the unexpected RACM is found or Category II non-friable ACM becomes crumbled, pulverized, or reduced to powder.
  - q. Name, address, and telephone number of the waste transporter.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**B. STATE AND LOCAL AGENCIES:**

1. Send written notification as required by State of Delaware Department of Natural Resources & Environmental Control and local regulations prior to beginning any work on Asbestos Containing Materials. Use the form attached to this section for notification.

**1.5 PERMITS:**

- A. Permit: All asbestos containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for ACM, as required for transporting of waste ACM to a disposal site.
- B. Contractor is responsible for obtaining any demolition, building, renovation or other permits, and for paying application fees, if any, where required by State or Local jurisdictions.

**1.6 LICENSES:**

- A. Licenses: Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

**1.7 POSTING AND FILING OF REGULATIONS**

- A. Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

**1.8 SUBMITTALS:**

- A. Before Start of Work: Submit the following to the Owner's Representative for review. No work shall begin until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
  1. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:
    - a. State and Local Regulations: Submit copies of codes and regulations applicable to the work.
  2. Notices: Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.
  3. Permits: Submit copies of current valid permits required by state and local regulations.
  4. Licenses: Submit copies of all State and local licenses and permits necessary to carry out the work of this contract.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION - 01098**

---

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01301 - SUBMITTALS - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule (covered in section 01043)
2. Submittal schedule.
3. Daily construction reports.
4. Shop Drawings.
5. Product Data.
6. Samples.
7. Quality Assurance Submittals.
8. Miscellaneous Submittals

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for payment (Schedule of values submittal is included in this section)
3. Performance and payment bonds
4. Insurance certificates
5. List of Sub-contractors
6. Non-collision statement
7. General statement
9. Requests for Change Order

**1.3 SUBMITTAL PROCEDURES**

- A. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
  - a. The Owner's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. **Processing:** To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
  1. Allow 2 weeks for initial review. Allow additional time if the Owner's Representative must delay processing to permit coordination with subsequent submittals. The Owner's Representative will promptly advise the Contractor when a submittal being processed must be delayed for co-ordination.
  2. If an intermediate submittal is necessary, process the same as the initial submittal.
  3. Allow 2 weeks for reprocessing each submittal.
  4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Owner's Representative sufficiently in advance of the Work to permit processing.
- C. **Submittal Preparation:** Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- D. **Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Owner's Representative using a transmittal form. The Owner's Representative will not accept submittals received from sources other than the Contractor.
  1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

**1.4 SUBMITTAL SCHEDULE**

- A. **Listing:** At the end of this section is a listing of the principal submittals required for the work. This listing is not necessarily complete, nor does the listing reflect the significance of each submittal requirement. The listing is included only for the convenience of users of the Contract Documents.

**Note:** Bar-chart schedule requirement now found in section 01043, 1.9 "Contractor's Construction Schedule", A. "Bar-chart Schedule".

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- B. Submittal Schedule:** After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
  2. Prepare the schedule in chronological order. Provide the following information:
    - a. Scheduled date for the first submittal.
    - b. Related Section number.
    - c. Submittal category (Shop Drawings, Product Data, or Samples).
    - d. Name of the subcontractor.
    - e. Description of the part of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for the Owner's Representative's final release or approval.
- C. Distribution:** Following response to the initial submittal, print and distribute copies to the Owner's Representative, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating:** Revise the schedule after each meeting or activity where revisions are made. Issue the updated schedule concurrently with the report of each meeting.

### **1.5 PRODUCT DATA**

- A. Collect Product Data into a single submittal.** Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record activity.

### **1.6 CO-ORDINATION DRAWINGS:**

- A. Submit co-ordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

1. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

### **1.7 SAMPLES**

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.

1. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

### **1.8 MISCELLANEOUS SUBMITTALS:**

- A. **Material Safety Data Sheets:** Process material safety data sheets as "Product data." These are submitted for information purposes only, they will be returned with the action stamp, "Received - Not Reviewed."
- B. **Coordination Drawings:** Submit coordination drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.
- C. **Inspection and Test Reports:** Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
- D. **Records of Actual Work:** Furnish 4 copies of records of actual work, one of which will be returned for inclusion in the record documents as specified in section "Project Closeout".
- E. **Standards:** Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Owner's Representative's use. Where workmanship, whether at the project site or



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

elsewhere is governed by a standard, furnish additional copies of the standard to fabricators, installers and others involved in the performance of the work.

- F. Closeout Submittals:** Refer to section "Project Closeout" and to individual sections of these specifications for specific submittal requirements of project closeout information.
- G. Record Documents:** Furnish set of original documents as maintained on the project site. Along with original marked -up record drawings provide 2 photographic copies of marked-up drawings, which, at the Contractor's option, may be reduced to not less than half size.

### **1.9 OWNER'S REPRESENTATIVE'S ACTION**

- A.** Except for submittals for the record or information, where action and return is required, the Owner's Representative will review each submittal, mark to indicate action taken, and return promptly.
  - 1.** Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp:** The Owner's Representative will stamp each submittal with a uniform, action stamp. The Owner's Representative will mark the stamp appropriately to indicate the action taken, as follows:
  - 1.** Final Unrestricted Release: When the Owner's Representative marks a submittal "Approved," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - 2.** Final-But-Restricted Release: When the Owner's Representative marks a submittal "Approved as Noted," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
  - 3.** Returned for Resubmittal: When the Owner's Representative marks a submittal "Not Approved, Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
    - a.** Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
  - 4.** Received - Not Reviewed: When the Owner's Representative marks a submittal "Received - Not Reviewed" this acknowledges that the submittal has been received. This action applies to materials that are to be submitted for information purposes only, and where no review or action by the Owner's Representative is required.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Owner's Representative will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Owner's Representative will return unsolicited submittals to the sender without action.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SUBMITTAL CHECKLIST**

The submittals required from the Contractor include, but are not limited to the following:

**01013 Summary of Work - Asbestos Abatement**

**Before Start of Work:**

- Plan of Action
- Pre-construction Inspection

**01028 Application for Payment - Asbestos Abatement**

**Before Start of Work:**

- Schedule of Values

**Periodically During Work:**

- Refer to section for specific requirements for Payment Requests

**01043 Project Coordination - Asbestos Abatement**

**Before Start of Work:**

- Contingency Plans
- Telephone Numbers
- Notifications sent to other entities at the work site.
- Notifications sent to emergency service agencies.
- Resume: of general superintendent.
- Accreditation: of accreditation of general superintendent include qualifications to run Type C unit.
- Staff Names:

**Periodically During Work:**

- Daily Logs
- Event Reports
- Accident Reports
- Discovered Condition Reports

**01091 Definitions and Standards - Asbestos Abatement**

**Before Start of Work:**

- None

**Periodically During Work:**

- None

**01092 Codes, Regulations, and Standards - Asbestos Abatement**

**Before Start of Work:**

- State of Delaware Regulations
- State of Delaware Asbestos Contractor's Licence
- Notifications to DNREC and EPA
- Permits (where applicable)

**Periodically During Work:**

- None

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**01098 State of Delaware Regulations**

**Before Start of Work:**

State of Delaware Asbestos Contractor's License  
DNREC and EPA notifications  
Permits (where applicable)

**01301 Submittals**

**Before Start of Work:**

Contractors Construction Schedule  
Submittal Schedule

**Periodically During Work:**

Record Documents

**01410 Test Laboratory Services**

None

**01503 Temporary Facilities - Asbestos Abatement**

**Before Start of Work:**

Scaffolding  
Hot water heater  
Decontamination Unit Sub-panel  
Ground Fault Circuit Interrupters (GFCI)  
Lamps and Light Fixtures  
Temporary Heating Units  
Temporary Cooling Units  
Self Contained Toilet Units: Product Data, Sub-contractor  
First Aid Supplies  
Fire Extinguishers: product data, location schedule

**Periodically During Work:**

None

**01513 Local Exhaust System**

**Before Start of Work:**

Local Exhaust System Design  
HEPA Filtered Fan Units: Product data  
Monitoring Equipment: Product data  
Auxiliary Generator: Product data.  
Power Switch: Product data.  
Auxiliary Power System: Shop Drawing

**Periodically During Work:**

Air Flow Monitoring Results

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**01526 Temporary Enclosures**

**Before Start of Work:**

Spray Cement: Product data.  
Spray Cement: Manufacturer's installation instructions.  
Spray Cement: Material Safety Data Sheet.  
Sheet Plastic: Test reports on NFPA 701 test.  
Signs: Samples

**Periodically During Work:**

None

---

**01560 Worker Protection - Asbestos Abatement**

**Before Start of Work:**

State of Delaware License: for each worker.  
Historic Airborne Fiber Data.  
Certificate Worker Acknowledgement: for each worker.  
Report from Medical Examination: of each worker.

**Periodically During Work:**

None

**01562 Respiratory Protection**

**Before Start of Work:**

Product Data.  
NIOSH and MSHA Certifications.  
Type "C": System Diagram.  
Type "C": Operating Instruction.  
Respiratory Protection Program: written manual.  
Respiratory Protection Program: form at end of section.  
Historic Airborne Fiber Data.  
Resume information.

**Periodically During Work:**

None

**01563 Decontamination Units**

**Before Start of Work:**

Personnel Decontamination Unit: shop drawing.  
Equipment Decontamination Unit: shop drawing.  
Shower Pan: shop drawing.  
Shower Walls: product data.  
Shower Head and Controls: product data.  
Filters: product data.  
Filters: shop drawing.  
Hose Bib: product data.  
Wash Station Shower Stall: product data.  
Wash Station Shower Stall: shop drawing.  
Elastomeric membrane: product data.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

Lumber: product data on fire resistance treatment.

Sump Pump: product data.

Signs: samples.

Periodically During Work:

None

**01601 Materials and Equipment - Asbestos Abatement**

Before Start of Work:

Product List Schedule

---

Periodically During Work:

None

**01632 Product Substitutions - Asbestos Abatement**

Before Start of Work:

Refer to section.

Periodically During Work:

Refer to section

**01701 Project Closeout - Asbestos Abatement**

Before Start of Work:

None

Periodically During Work:

Refer to section

**01711 Project Decontamination**

Before Start of Work:

None

Periodically During Work:

Fire Test on Lock Back Encapsulants used.

**01712 Cleaning & Decontamination Procedures**

None

**01714 Work Area Clearance**

None

**02081 Removal of Asbestos-Containing Materials**

Before Start of Work:

Surfactant: product data.

Removal Encapsulant: product data.

NESHAPS Certification: on surfactant or removal encapsulant.

Material Safety Data Sheet: for each surfactant and encapsulant

Periodically During Work:

None

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**02082 Removal of Asbestos-Contaminated Soil**

None

**02084 Disposal of Asbestos-Containing Waste Material**

Before Start of Work:

Waste Hauler State and/or Local License

Name and address of landfill.

Chain of Custody form

Waste Manifest Form.

Periodically During Work:

On a weekly basis: copies of manifests and disposal site receipts.

**02085 Resilient Floor Covering Manufacturer's Recommended Work Practices**

Before Start of Work:

Wetting Materials: Product Data

Removal Encapsulant: Product Data

NESHAPS Certification: On Surfactant or Removal Encapsulant

Plan of Action for Dry Ice Use (if used)

Adhesive Removal Solvent: Product Data

Periodically During Work:

None

**02087 Resilient Flooring Removal - Asbestos Abatement**

Before Start of Work:

Wetting Materials: Product Data

Removal Encapsulant: Product Data

NESHAPS Certification: On Surfactant or Removal Encapsulant

Plan of Action for Dry Ice Use (if used)

Adhesive Removal Solvent: Product Data

Periodically During Work:

None

**TIME CONSOLIDATED SUBMITTALS LISTING -**

**I. WITH BID:**

1. Bid Form - Prices - Number of Days - Acknowledgement of Addenda
2. Sample Certificate of Insurance
3. Bid Bond or Certified Check in the Amount of 10% of Bid
4. Sub-Contractors List
5. Notification of Citation - Current
6. Non-Collusion Statement
7. References related to this work
8. Delaware Certification
9. City of Wilmington License - if required
10. List of Major Equipment

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**II. BEFORE START OF WORK:**

1. Pre-Construction Inspection
2. Project Cordination
3. Permits
4. Notifications to DNREC & EPA
5. Work Area Design & Layout Plans with Local Exhaust Air Circulation System
6. Type "C" System Diagram and Operating Instruction
7. Product Substitution
8. Employee Training & Certification Documents - current (for each employee)
9. Employee Health Documentation
10. Equipment Certification
11. Rental Equipment Notification
12. NIOSH Approved Respirators
13. Documentation of Respirator fit test & Protection Program
14. Periodic Job Progress Format
15. Filter Change Log Format
16. Work Schedule & Manpower Requirements (number on job)
17. Contingency Plan for Emergency Action with  
Telephone Numbers and Connections of Emergency Services
18. Name of Job Foreman
19. Performance Bond
20. MSDS Sheets
21. Certificate of Worker Acknowledgement

**III. WITH APPLICATION OF PAYMENT:**

1. Certification of Work Completion
2. Waiver of Mechanics Lien & Proof that Taxes were Paid
3. Certification of Visual Inspection
4. Asbestos Disposal Chain of Custody
5. Disposal Receipts and Bill of Lading
6. Release from All Sub-Contractors

**END OF SUBMITTAL CHECKLIST**

**END OF SECTION 01301**



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01503 - TEMPORARY FACILITIES - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.**

**1.2 SUMMARY**

- A. This Section includes requirements for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.**
- B. Temporary utilities include, but are not limited to, the following:**
- 1. Water service and distribution.**
  - 2. Temporary electric power and light.**
  - 3. Temporary heat.**
  - 4. Ventilation.**
  - 5. Telephone service.**
  - 6. Sanitary facilities, including drinking water.**
  - 7. Storm and sanitary sewer.**
- C. Support facilities include, but are not limited to, the following:**
- 1. Field offices, laboratories and storage sheds.**
  - 2. Temporary enclosures.**
  - 3. Hoists and temporary elevator use.**
- D. Security and protection facilities include, but are not limited to, the following:**
- 1. Temporary fire protection.**
  - 2. Barricades, warning signs, and lights.**

**1.3 DESCRIPTION OF REQUIREMENTS:**

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work.**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.4 SUBMITTALS**

- A. Before the Start of Work:** Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.

1. Hot water heater: Submit manufacturers name, model number, size in gallons (liters), heating capacity, power requirements.
2. Decontamination Unit Sub-panel: Submit product data.
3. Ground Fault Circuit Interrupters (GFCI): Submit product data.
4. Lamps and Light Fixtures: Submit product data.
5. Temporary Heating Units: Provide product data.
6. Temporary Cooling Units: Provide product data and installation instructions.
7. Self Contained Toilet Units: Provide product data and name of sub-contractor to be used for servicing self contained toilets. Submit method to used for servicing.
8. Fire Extinguishers: Provide product data. Submit schedule indicating location at job site and compliance with NFPA 10 and NFPA 241.
9. Scaffolding: Submit list of rolling and fixed scaffolding intended for use on the project. Submit sufficient detail to indicate compliance with application worker safety regulations or other requirements.
10. Temporary Utilities: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
11. Implementation and Termination Schedule: Within 15 days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

### **1.5 QUALITY ASSURANCE**

- A. Regulations:** Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
  2. Health and safety regulations.
  3. Utility company regulations.
  4. Police, fire department, and rescue squad rules.
  5. Environmental protection regulations.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- B. Standards:** Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
- C. Electrical Service:** Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- D. Inspections:** Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

**1.6 PROJECT CONDITIONS**

- A. Temporary Utilities:** Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
- B. Conditions of Use:** Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

**PART 2 - PRODUCTS**

**2.1 MATERIALS AND EQUIPMENT**

- A. General:** Provide new materials and equipment. If acceptable to the Owner or Owner's Representative, the Contractor may use undamaged, previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for use intended.
- B. Lumber and Plywood:**
  - 1.** For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
  - 2.** For fences and vision barriers, provide minimum 1/2-inch-thick exterior plywood.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- C. Scaffolding:** Provide scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of scaffolding shall comply with applicable OSHA provisions.

1. Equip rungs of metal ladders, etc. with an abrasive non-slip surface.
2. Provide a nonskid surface on scaffold surfaces subject to foot traffic.

**2.2 WATER SERVICE**

- A. Water:** Provide potable water approved by local health authorities.
- B. Temporary Water Service Connection:** Connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment. Provide separate hoses and/or pumps for shower water and amended water, without the possibility of cross connection.
- C. Water Hoses:** Provide heavy-duty, abrasion-resistant, flexible hoses in diameters and lengths necessary to adequately serve temporary facilities, and with a pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
1. Provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.
- D. Hot Water Heater:** Provide UL rated minimum 40 gallon electric hot water heater to supply hot water for the Decontamination Unit shower. Activate from 30 amp circuit breaker located within the Decontamination Unit sub-panel. Provide with relief valve compatible with water heater operation; pipe relief valve down to drip pan on floor with type L copper. Drip pans shall consist of a 12" X 12" X 6" deep pan, made of 19 gauge galvanized steel, with handles. A 3-quart kitchen saucepan may be substituted for this purpose. Drip pan shall be securely fastened to the hot water heater with bailing wire or similar material. Wiring of the hot water heater shall be in compliance with NEMA, NECA, and UL standards.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- E. Hot Water:** May be secured from the building hot water system, provided backflow protection is installed at point of connection as described in this section under Temporary Water Service connection, and only if authorized in writing by the Building Owner or Building Owner's Representative.

**2.3 ELECTRICAL SERVICE:**

- A. General:** Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
- B. Temporary Power:** Provide service to Decontamination Unit sub-panel with minimum 60 amp, 2 pole circuit breaker or fused disconnect connected to the buildings main distribution panel. Sub-panel and disconnect shall be sized and equipped to accommodate electrical equipment required for completion of the work.
  - 1. Connection to the buildings main distribution panel is to be made by a licensed electrician
- C. Voltage Differences:** Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- D. Electrical Outlets:** Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters (GFCI), reset button, and pilot light for connection of power tools and equipment.
  - 1. Locate GFCI's exterior to Work Area so that circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.
- E. Electrical Power Cords:** Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio. Electrical cords will be taped to the side of the containment to minimize contact with the ground and water.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- F. Lamps and Light Fixtures:** Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

**2.4 TEMPORARY HEAT:**

- A. Heating Units:** Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the fuel being consumed. Use steam or hot water radiant heat where available, and where not available use electric resistant fin radiation supplied from a branch circuit with ground fault circuit interrupter.

**2.5 TEMPORARY COOLING:**

- A. Cooling Units:** When necessary for safety or to maintain operating equipment in the area, provide temporary cooling units consisting of a fan coil unit inside the work area with a compressor and heat rejection coil outside.

**2.6 TEMPORARY STRUCTURES (When required)**

- A. Temporary Offices:** Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- B. Temporary Toilet Units:** Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

**2.7 FIRST AID**

- A. First Aid Supplies:** Comply with governing regulations and recognized recommendations within the construction industry.

**2.8 FIRE EXTINGUISHERS:**

- A. Fire Extinguishers:** Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried,

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

- B. Comply with NFPA 10 and NFPA 241** for classification, extinguishing agent, and size required by location and class of fire exposure.

**PART 3 - EXECUTION**

**3.1 INSTALLATION, GENERAL**

- A. General:** Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide** each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. Require** that personnel accomplishing this work be licensed as required by local authority for the work performed.
- D. Relocate, modify and extend** services and facilities as required during the course of work so as to accommodate the entire work of the project.

**3.2 SCAFFOLDING:**

- A. During the erection and/or moving** of scaffolding, care must be exercised so that the polyethylene floor covering is not damaged.
- B. Clean** as necessary debris from non-slip surfaces.
- C. At the completion of abatement work** clean construction aids within the work area, wrap in one layer of 6 mil polyethylene sheet and seal before removal from the Work Area.

**3.3 TEMPORARY UTILITY INSTALLATION**

- A. General:** Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Owner's Representative. Neither the Owner nor the Owner's Representative will accept cost or use charges as a basis of claims for Change Orders.

**B. Water Service:**

1. Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 g.p.m. each to hot and cold water supply. Install using vacuum breakers or other backflow preventer as required by local authority. Hot water shall be supplied at a minimum temperature of 100 degrees F. Supply hot and cold water to the Decontamination Unit in accordance with Section 01563.
  - a. Maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize the possibility of water damage. Drain water promptly from pans as it accumulates.
2. Sterilization: Sterilize temporary water piping prior to use.

**C. Electrical Service:**

1. Lock out: Lock out all existing power to or through the work area as described below. Unless specifically noted otherwise existing power and lighting circuits to the Work Area are not to be used. All power and lighting to the Work Area and Decontamination facilities are to be provided from temporary electrical panel described below.
  - a. Comply with requirements to OSHA 29 CFR 1910.147 the control of hazardous energy lock out/tag out.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- b. Lock out power to Work Area by switching off breakers serving power or lighting circuits in work area. Tagout breakers with notation "DANGER circuit being worked on". Lock panel and have all keys under control of authorized person who has locked panel.
  - c. Lock out power to circuits running through Work Area wherever possible by switching off and locking all breakers serving these circuits. Tag out breakers with notation "DANGER circuit being worked on". Sign and date danger tag. Lock panel and supply keys to authorized person who has applied locks. If circuits cannot be shut down for any reason, label at intervals of 4-feet" on center with signs reading, "DANGER live electric circuit. Electrocutation hazard." All asbestos abatement work in the vicinity of the live circuit is to be performed dry. All necessary notifications and procedures for dry removal are to be followed.
  - d. Lock out power to electrical equipment located in the work area, and to any fans or other equipment that is going to be worked on.
- 2. Temporary Electrical Panel: Provide temporary electrical panel sized and equipped to accommodate electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel as directed by Owner or Owner's Representative. Panel is to be installed by a licensed electrician.
  - 3. Power Distribution System: Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, ac 20 Ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
  - 4. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. Do not use outlet type GFCI devices, unless authorized in writing by Owner or Owner's Representative.
  - 5. Temporary Wiring: in the Work Area shall be type UF non-metallic sheathed cable located overhead and exposed for surveillance. Do not wire temporary lighting with plain, exposed (insulated) electrical conductors. Provide liquid tight enclosures or boxes for wiring devices.
  - 6. Number of Branch Circuits: Provide sufficient branch circuits as required by the work. Branch circuits are to originate at temporary electrical panel. At minimum provide the following:

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. One Circuit for each HEPA filtered fan unit
  - b. For power tools and task lighting, provide one temporary 4-gang outlet in the following locations. Provide a separate 110-120 Volt, 20 Amp circuit for each 4-gang outlet (4 outlets per circuit).
  - c. One outlet in the work area for each 2500 square feet of work area
  - d. One outlet at each decontamination unit, located in equipment room
7. 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's or Owner's Representative's exclusive use while conducting visual inspection and air sampling during the work as follows:
- a. One in each work area
  - b. One at clean side of each Decontamination Unit.
  - c. One at each exhaust location for HEPA filtered fan units
8. 110-120 volt 20 amp branch circuits with 4-gang outlet for Owner's or Owner's Representative's exclusive use for conducting visual inspection and final air sampling as set forth in Section 01711 Project Decontamination as follows:
- a. Five inside work area
  - b. Two outside work area in location designated by Owner's Representative.

**D. Temporary Lighting:**

- 1. Lock out: Lock out existing power to lighting circuits in Work Area as described in section 01526 Temporary Enclosures. Unless specifically noted otherwise existing lighting circuits to the Work Area are not to be used. All lighting to the Work Area and Decontamination facilities is to be provided from temporary electrical panel described above.
- 2. Provide the following or equivalent where natural lighting or existing building lighting does not meet the required light level:

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. One 200-watt incandescent lamp per 1000 square feet of floor area, uniformly distributed, for general construction lighting, or equivalent illumination of a similar nature. In corridors and similar traffic areas, provide one 100-watt incandescent lamp every 50 feet. In stairways and at ladder runs, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting.
  - b. Provide lighting in areas where work is being performed as required to supply a 100 foot candle minimum light level.
  - c. Provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.
  - d. Provide lighting in the Decontamination Unit as required to supply a 50 foot candle minimum light level.
3. Number of Lighting Circuits: Provide sufficient lighting circuits as required by the work. Lighting circuits are to originate at temporary electrical panel.
  4. Circuit Protection: Protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

**E. Temporary Heat:**

1. General: Provide temporary heat where indicated or needed for performance of the Work.
2. Heating Facilities: Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel oil heaters with individual space thermostatic control.
  - a. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
3. Maintain a minimum temperature of 70 degrees F where finished work has been installed.
4. Maintain a minimum temperature of 75 degrees F in the shower of the decontamination unit.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Maintain a minimum temperature of 65 degrees F in the Work Area at all times that work is going on. At all other times and at completion of removal work, but before start of reconstruction work, maintain a minimum temperature of 50 degrees F.
  6. Maintain a minimum temperature of 50 degrees F in the Work Area at all times during and after removal work.
- F. Temporary Cooling Requirements** will be determined (when required) at pre-bid meeting.
- G. Sanitary Facilities:**
1. Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
    - a. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
  2. Toilets: Use of the Owner's existing toilet facilities will be permitted, so long as facilities are cleaned and maintained in a condition acceptable to the Owner. At Substantial Completion, restore these facilities to the condition prevalent at the time of initial use. Written permission from the owner must be obtained, and all provisions of these specifications regarding leaving the work area condition are met.
  3. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
  4. Provide separate facilities for male and female personnel.
  5. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
  6. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper supply.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- b. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.
- 7. **Sewers and Drainage:** If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  - a. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  - b. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

**3.4 SUPPORT FACILITIES INSTALLATION**

The following may apply to larger scale projects. Specific application of these sections will be determined at pre-bid meeting.

- A. **Locate field offices, field laboratories, storage sheds, and other temporary construction and support facilities for easy access.**
  - 1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. **Provide incombustible construction for offices, shops, and sheds located within the construction area or within 30 feet of building lines. Comply with requirements of NFPA 241.**
- C. **Project Administrator's Field Office:** Provide air conditioned, heated office space near the Work Area for professional person, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area. Equip office with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36 inches X 96 inches plan table, and one 24 inches X 48 inches work table near electrical power outlet. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- D. Field Laboratory:** Provide air conditioned, heated office space near the Work Area for a laboratory space, suitably finished, furnished, equipped, locked, heated, naturally ventilated, lighted and wired with electrical power, not less than 250 sq. ft. floor area. Equip field laboratory with 1 telephone line and 1 telephone, and not less than 2 duplex convenience power outlets. In addition to 1 desk, 1 four drawer file cabinet and 3 chairs, furnish office with one 36 inches X 96 inches plan table, and one 24 inches X 48 inches work table near electrical power outlet. Provide portable office or use a suitable room as designated by Owner and relocate or add equipment as required to meet the above requirements.
- E. Field Offices and Laboratory:** Provide insulated, weather tight temporary offices of sufficient size to accommodate required personnel at the Project Site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
1. Furnish with a desk and chairs, a 4-drawer file cabinet, plan table, plan rack, and a 6-shelf bookcase.
  2. Equip with a water cooler and private toilet complete with water closet, lavatory, and medicine cabinet unit with a mirror.
- F. Storage and Fabrication Sheds:** Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- G. Temporary Enclosures:** Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. or less with plywood or similar materials.
  3. Close openings through floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
  4. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use UL-labeled, fire-retardant-treated material for framing and main sheathing.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- H. Temporary Lifts and Hoists:** Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

**3.5 FIRE PROTECTION FACILITIES INSTALLATION**

- A. Except for use of permanent fire protection** as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Owner's Representative.
- B. Temporary Fire Protection:** Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations."
1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  2. Store combustible materials in containers in fire-safe locations.
  3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires.
  4. Prohibit smoking within any building, structure, other enclosures or in hazardous fire-exposure areas.
  5. Prohibit smoking in hazardous fire-exposure areas.
  6. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection:** At the earliest feasible date in each area of the Project, complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs, and Lights:** Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- E. Environmental Protection:** Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

**3.6 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision:** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance:** Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal:** Unless the Owner's Representative requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
  2. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
    - a. Replace air filters and clean inside of ductwork and housings.
    - b. Replace significantly worn parts and parts subject to unusual operating conditions.
    - c. Replace lamps burned out or noticeably dimmed by hours of use.

**END OF SECTION 01503**



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01513 - TEMPORARY PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM**

This section describes the use of the HEPA filter equipped local exhaust system and its monitoring relative to the maintenance of a differential pressure of 0.02 inches of water (static) within the work area as a means for preventing the release of airborne asbestos fibers from the work area into the clean areas of the structure and into the ambient environment.

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

**1.2 RELATED SECTIONS**

- A. Heating and cooling requirements are set forth in Section 01503 Temporary Facilities - Asbestos Abatement.

**1.3 MONITORING**

- A. The contractor shall supply differential pressure manometers capable of monitoring and recording on a chart, differential pressures of 0.005 inches of water. The manometers shall be equipped with an automatically activated alarm system which will sound a warning when the differential pressure drops below the preset value.
- B. Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area with a monitoring device incorporating a continuous recorder (e.g. strip chart).

**1.4 SUBMITTALS**

- A. **Before Start of Work:** Submit design of pressure differential system to the Owner's Representative for review. Do not begin work until submittal is returned with the Owner's Representative action stamp indicating that the submittal is returned for unrestricted use. The Contractor shall comply with the submittal requirements of section 01301 (submittals) of this specification as they related to this section. Include in the submittal at a minimum:
  - 1. Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines
  - 2. Description of projected air flow within Work Area and methods required to provide adequate air flow in all portions of the work area
  - 3. Anticipated pressure differential across Work Area enclosures
  - 4. Description of methods of testing for correct air flow and pressure differentials
  - 5. Manufacturer's product data on the HEPA filtered fan units to be used

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

6. Location of the machines in the Work Area
7. Method of supplying adequate power to the machines and designation of building electrical panel(s) which will be supplying the power.
8. Description of work practices to insure that airborne fibers travel away from workers
9. Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area.

(If an auxiliary power supply is required, the following submittals are also required.)

10. Manufacturer's product data on auxiliary generator to be used
  11. Manufacturer's product data on auxiliary power switch to be used
  12. Schematic diagram of power and auxiliary power supply to HEPA filtered fan units
- B. On a weekly basis:** Submit printout from pressure differential monitoring equipment. Mark printout with date and start of time for each day. Use printout paper that indicates elapsed time in intervals no greater than hours. Indicate on each days record times of starting and stopping abatement work, type of work in progress, breaks for lunch or other purposes, periods of stop work, and filter changes. Label with project name, contractors name and date.

### **1.5 QUALITY ASSURANCE:**

- A. Monitor pressure differential at Personnel and Equipment Decontamination Units** with a differential pressure meter equipped with a continuous recorder. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below 0.02 inches of water.

## **PART 2 - PRODUCTS**

### **2.1 HEPA FILTERED FAN UNITS:**

- A. General:** Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Use units that meet the following requirements.
- B. Cabinet:** Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Provide units whose cabinets are:
1. Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance
  2. Arranged to provide access to and replacement of all air filters from intake end
  3. Mounted on casters or wheels, or in the case of small/JR. units, handles are to be in place to allow for transport and securing.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- C. Fans:** Rate capacity of fan according to usable air-moving capacity under actual operating conditions.
- D. HEPA Filters:** Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.

  - 1. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
  - 2. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
  - 3. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.
  - 4. Pre-filters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. Provide units with the following pre-filters:

    - a. First-stage pre-filter: low-efficiency type (e.g., for particles 100 um and larger)
    - b. Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um)
    - c. Provide units with pre-filters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.
- E. Instrumentation:** Provide units equipped with:

  - 1. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed
  - 2. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point
  - 3. Elapsed time meter to show the total accumulated hours of operation

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**F. Safety and Warning Devices:** Provide units with the following safety and warning devices:

1. Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter
2. Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge
3. Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red)
4. Audible alarm if unit shuts down due to operation of safety systems

**G. Electrical components:** Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL). Each unit is to be equipped with overload protection sized for the equipment. The motor, fan, fan housing, and cabinet are to be grounded.

**2.2 AUXILIARY GENERATOR:** (Use as required, applicability will be determined at pre bid meeting)

- A. Auxiliary Generator:** Provide a gasoline-powered self-starting generator with a capacity adequate to power a minimum of 50% of the HEPA filtered fan units in operation at any time during the work.

**2.3 AUXILIARY POWER SWITCH:**

- A. Auxiliary Power Switch:** Provide a switching relay which will automatically start auxiliary generator and switch over power supplied to HEPA filtered fan units to auxiliary generator.

**PART 3 - EXECUTION**

**3.1 PRESSURE DIFFERENTIAL ISOLATION**

- A. Isolate the Work Area** from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
- B. Relative Pressure in Work Area:** Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.02 inches of water.
- C. Accomplish the pressure differential by exhausting** a sufficient number of HEPA filtered fan units from the work area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

make-up air or leaks into the Work Area. Determine the number of units required for pressure isolation by the following procedure:

1. Establish required air circulation in the work area, personnel and equipment decontamination units.
2. Establish isolation by increased pressure in adjacent areas or as part of seals where required.
3. Exhaust a sufficient number of units from the work area to develop the required pressure differential.
4. The required number of units is the number determined above plus one additional unit.
5. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner or Owner's representative.
6. Should it not be possible to exhaust to the outside of the building, vent each HEPA filtered fan unit to inlet of second unit. Vent second unit to a controlled area in the building. Insure that controlled area is isolated from balance of building by critical barriers at all times that units are in operation.
7. Mount units to exhaust directly or through disposable wire reinforced ductwork.
8. Use only new ductwork except for sheet metal connections and elbows.
9. Use ductwork and fittings of same diameter or larger than discharge connection on fan unit.
10. Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.

**D. Isolation of elevators, stair towers, and return air intakes:** Erect seals with an air space at doors to elevators and stair towers. Pressurize this space with HEPA-filtered air so that it is at a pressure greater than either the Work Area elevator shaft or stair tower.

1. In areas requiring non-combustible construction, fabricate seal by first sealing door with duct tape and 6-mil polyethylene. Construct a barrier from  $\frac{1}{2}$ " gypsum board supported by 3-5/8" x 25 gauge metal studs at 16" on centers. Space face of barrier a minimum of 3" from face of door. Seal barrier with 6-mil sheet plastic and duct tape.
2. In areas where fire resistance is sufficient, fabricate seal by first sealing door with duct tape and 6-mil polyethylene. Construct a barrier from  $\frac{1}{2}$ " CDX plywood supported by 2" X 4" wood studs at 16" on centers. Space face of barrier a minimum of 3" from face of door. Seal barrier with 6-mil sheet plastic and duct tape.
3. Use plywood and framing lumber that is treated to be fire resistant.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

4. Pressurize space with exhaust from HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches of water higher in static pressure than any adjacent space.
  5. Locate HEPA filtered fan unit outside of work area. Fabricate a manifold as required to distribute air to individual spaces to be isolated. Provide relief venting at unit as required to prevent shut down due to low airflow while still maintaining required air pressure.
- E. Isolation of chases and enclosed stairs:** Pressurize chases and enclosed stairs with HEPA filtered air so that it is at a pressure greater than any adjacent work area.
1. Pressurize space with exhaust from HEPA filtered fan unit. Continuously maintain a pressure differential with this space a minimum of 0.02 inches of water higher in static pressure than any adjacent work area.
- F. Isolation of chases and enclosed stairs:** Pressurize chases and enclosed stairs so that they are at a pressure greater than any adjacent work area.
1. Pressurize space with centrifugal-type fans. Axial type fans are not to be used for this purpose. Continuously maintain a pressure differential in this space a minimum of 0.02 inches of water higher in static pressure than any adjacent work area.
- G. Isolation of return air ductwork:** Return air duct work which must be kept operating is located in the Work Area. This ductwork is to be isolated from the Work Area by an enclosure forming an annular space around the duct which is positively pressurized with HEPA filtered air.
1. Wrap the duct with 6-mil polyethylene. Seal all polyethylene seams with spray glue and duct tape.
  2. Enclose wrapped duct with two layers of polyethylene. Fabricate inner layer from 6-mil polyethylene with all seams sealed with spray glue and duct tape. Arrange outer layer to support inner layer. Fabricate out of reinforced sheet plastic with seams sealed with spray glue and duct tape and reinforced with staples. Support outer layer with a framework fabricated from 2" x 4"s at 24" on center. Enclosures less than 2'-6" in diameter may be reinforced with box strapping in lieu of wood framing.

### **3.2 AUXILIARY GENERATOR (when required):**

- A. Provide auxiliary gasoline-powered generator** located outside of the building in a location protected from the weather. Install the generator in a location so that the exhaust from the generator does not flow to any building ventilation or supplied air intakes. Arrange so that if a power failure occurs the generator automatically starts and supplies power to a minimum of 50% of the HEPA filtered fan units in operation.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.3 AIR CIRCULATION IN THE WORK AREA:**

- A. Air Circulation:** For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.
- B. Air circulation in the Work Area** is a minimum requirement intended to help maintain airborne fiber counts at a level that does not significantly challenge the work area isolation measures. The Contractor may also use this air circulation as part of the engineering controls in the worker protection program.
- C. Determining the Air circulation Requirements:** The airflow volume (cubic feet per minute) exhausted (removed) from the workplace must exceed the amount of makeup air supplied to the enclosure. Provide a fully operational air circulation system supplying a minimum air circulation rate of four (4) air changes per hour (or more if required at time of pre-bid).
- D. Determine Number of Units needed to achieve required air circulation according to the following procedure:**
1. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height. Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by dividing this volume by 60 and multiplying by the air change rate.
  2. Air Circulation Required in Cubic Feet of Air per Minute (CFM) =  
$$\frac{\text{Volume of work area (cu. ft.)}}{60 \text{ (minutes per hour)}} \times \text{Number of air changes per hour}$$
  3. Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

**3.4 EXHAUST SYSTEM:**

- A. Pressure differential isolation and air circulation and pressure differential in the Work Area** are to be accomplished by an exhaust system as described below.
1. Exhaust all units from the Work Area to meet air circulation requirement of this section.
  2. **Location of HEPA Filtered Fan Units:** Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.
  3. The end of the unit or its exhaust duct should be placed through an opening in the plastic barrier or wall covering. Seal plastic around the unit or duct with tape.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

4. Vent to Outside of Building, unless authorized in writing by the Owner or Owner's representative.
5. Air Handling Unit Exhaust: The exhaust plume from air handling units should be located away from adjacent personnel and intakes for HVAC systems.
6. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.
7. Supplemental Makeup Air Inlets: Provide where required for proper air flow through the Work Area in location approved by the Owner or Owner's representative by making openings in the plastic sheeting that allow air from outside the building into the Work Area. Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas. Cover with flaps to reseal automatically if the pressure differential system should shut down for any reason. Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive. Use adhesive that forms contact bond when dry.

**3.5 RECIRCULATION SYSTEM: (when approved for use by Owner's Representative in writing)**

- A. Pressure differential isolation and air circulation in the Work Area are to be accomplished by a recirculation system as described below.
  1. Recirculate air in the Work Area through HEPA filtered fan units to accomplish air circulation requirements of this section.
  2. Location of Fan Units: Locate HEPA filtered fan units so that air is circulated through all parts of the Work Area, and so that required pressure is maintained at all parts of Work Area geometry. Move units as necessary, so that in any location where asbestos-containing materials are being disturbed, air movement is directed away from employees, and toward the HEPA filter fan unit. Direct airflow in these locations so that it is predominantly toward workers' backs at the breathing zone elevation.
  3. A pressure differential of at least 0.01 inches of water (static pressure) between the personnel and equipment decontamination units and the building area outside the decontamination units will be maintained.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.6 AIR CIRCULATION IN DECONTAMINATION UNITS:**

- A. Pressure Differential Isolation:** Continuously maintain the pressure differential required for the work area in the:
  - 1.. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
  - 2.. Equipment Decontamination Unit: Across the Holding Room with the Wash Room at a lower pressure than the Clean Room.
- B. Air Circulation:** Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.
- C. Air Movement:** Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room. At each opening, the airflow velocity must be sufficient to provide visible indications of air movement into the work area. The velocity of airflow within the enclosure must be adequate to remove airborne contamination from each worker's breathing zone without disturbing the asbestos-containing material on surfaces.

**3.7 USE OF THE PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:**

- A. General:** Each unit shall be serviced by a dedicated minimum 115V-20A circuit with ground fault circuit interrupter (GFCI) supplied from temporary power supply installed under requirements of Section 01503 "Temporary Facilities." Do not use existing branch circuits to power fan units.
- B. Air Flow Tests:** Airflow patterns will be checked before removal operations begin, at least once per operating shift and any time there is a question regarding the integrity of the enclosure. The primary test for airflow is to trace air currents with smoke tubes or other visual methods. Flow checks are made at each opening and at each doorway to demonstrate that air is being drawn into the enclosure and at each worker's position to show that air is being drawn away from the workers location and toward the HEPA filtration unit.
- C. Demonstrate Condition of Equipment** for each HEPA filtered fan unit and pressure differential monitoring equipment including proper operation of the following:
  - 1. Squareness of HEPA Filter
  - 2. Condition of Seals
  - 3. Proper operation of all lights
  - 4. Proper operation of automatic shut down if exhaust is blocked
  - 5. Proper operation of alarms
  - 6. Proper operation of Magnehelic gauge
  - 7. Proper operation and calibration on pressure monitoring equipment

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**D. Demonstrate Operation** of the pressure differential system to the Owner's representative will include, but not be limited to, the following:

1. Plastic barriers and sheeting move lightly in toward Work Area,
2. Curtain of decontamination units move lightly in toward Work Area,
3. There is a noticeable movement of air through the Decontamination Unit.
4. Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room.
5. Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed.
6. Use a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building, equipment, ductwork or outside.
7. Modify the Pressure Differential System as necessary to demonstrate successfully the above.

**E. Use of System During Abatement Operations:**

1. Start fan units before beginning work (before any asbestos-containing material is disturbed). After abatement work has begun, run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
2. **Monitoring Pressure Within the Enclosure:** After the initial air flow patterns have been checked, the static pressure must be monitored within the enclosure. Monitoring may be made using manometers, pressure gauges, or combinations of these devices. It is recommended that they be attached to alarms and strip chart recorders
3. Do not shut down air pressure differential system during encapsulating procedures, unless authorized by the Owner or Owner's representative in writing. Supply sufficient pre-filters to allow frequent changes.
4. Start abatement work at a location farthest from the fan units and proceed toward them. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and fan units are operating again.
5. **Corrective Actions:** If the manometers or pressure gauges demonstrate a reduction in pressure differential below the required level, work should cease and the reason for the change investigated and appropriate changes made. The air flow patterns should be retested before work begins again.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

6. At completion of abatement work, allow fan units to run as specified under section 01711, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

**F. Dismantling the System:**

8. When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil (0.15 mm) polyethylene to prevent environmental contamination from the filters.

**END OF SECTION - 01513**

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01526 - TEMPORARY ENCLOSURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.**

**1.2 SUBMITTALS:**

(The contractor shall comply with the submittal requirements of Section 01301 (submittals) of this specification as they relate to this section.)

- A. Before Start of Work** submit the following to the Owner or Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or stamped "Received - not Reviewed".
1. **Strippable Coatings:** Submit following:
    - a. Product description including major components and solvents.
    - b. Test report of ASTM E84 test of surface burning characteristics.
    - c. Manufacturer's installation instructions. Indicate portions applicable to the project and selected assemblies where the manufacturer offers alternatives.
  2. **Spray Cement:** Submit following:
    - a. Product description including major components and solvents.
    - b. Manufacturer's installation instructions. Indicate portions applicable to the project.
  3. **Sheet Plastic:** For fire retardant plastic submit test reports on NFPA 701 test.
  4. **Signs:** Submit samples of signs to be used.
- B. Before Start of Work** submit the following to the Owner's representative for review. Do not begin work until these submittals are returned with the Owner's representative's action stamp indicating that the submittal has been "Received - Not Reviewed."
1. **Material Safety Data Sheet:** Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:
    - a. Strippable Coating.
    - b. Spray Cement.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**PART 2 - PRODUCTS**

**2.1 SHEET PLASTIC:**

- A. Polyethylene Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams, 6-mil thick, clear, frosted, or black as indicated.
- B. Polyethylene Sheet:** Provide flame-resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams, 6-mil thick frosted or black as indicated.

**2.2 MISCELLANEOUS MATERIALS:**

- A. Duct Tape:** Provide duct tape in 2 inch or 3 inch widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- B. Spray Cement:** Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.

**PART 3 - EXECUTION**

**3.1 SEQUENCE OF WORK:**

- A. Carry out work of this section sequentially.** Complete each of the following activities in accordance with requirements before proceeding to the next.
  - 1. Provide emergency exits and emergency lighting.**
  - 2. Control access**
  - 3. Provide respiratory and worker protection.**
  - 4. Provide Critical Barriers.**
  - 5. Prepare Area.**
  - 6. Provide Primary Barriers.**
  - 7. Provide Isolation Areas as required.**
  - 8. Provide Secondary Barrier.**

**3.2 GENERAL:**

- A. Work Area:** the location where asbestos abatement work occurs. The Work Area is a variable of the extent of work of the Contract. It may be a portion of a room, a single room, or a complex of rooms. A "Work Area" is considered contaminated during the work, and must be isolated from the balance of the building, and decontaminated at the completion of the asbestos control work.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- B. Completely isolate the Work Area** from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in Section 01711. Perform all such required cleaning or decontamination at no additional cost to owner.
- C. Construct enclosures** to provide an air-tight seal around ducts and openings into existing ventilation systems and around penetrations for electrical conduits, telephone wires, water lines, drain pipes, etc. Construct enclosures to be both airtight and watertight except for those openings designed to provide entry and/or airflow control.
- D. Size:** Construct enclosure with sufficient volume to encompass all of the working surfaces yet allow unencumbered movement by the worker(s), provide unrestricted airflow past the worker(s), and ensure walking surfaces can be kept free of tripping hazards.
- E. Shape:** The enclosure may be any shape that optimizes the flow of ventilation air past the worker(s).
- F. Structural Integrity:** The walls, ceilings and floors must be supported in such a manner that portions of the enclosure will not fall down during normal use.
- G. Barrier Supports:** Provide frames as necessary to support all unsupported spans of sheeting.
- H. Openings:** It is not necessary that the structure be airtight; openings may be designed to direct air flow. Such openings are to be located at a distance from active removal operations. They are to be designed to draw air into the enclosure under all anticipated circumstances. In the event that negative pressure is lost, they are to be fitted with either HEPA filters to trap dust or automatic trap doors that prevent dust from escaping the enclosure. Openings for exits are to be controlled by an airlock or a vestibule.
- I. Place all tools, scaffolding, staging, etc.** necessary for the work in the area to be isolated prior to completion of Work Area isolation.
- J. Areas Within an Enclosure:** Each enclosure consists of a work area, a decontamination area, and waste storage area. The work area where the asbestos removal operations occur are to be separated from both the waste storage area and the contamination control area by physical curtains, doors, and/or airflow patterns that force any airborne contamination back into the work area.
- K. Removing Mobile Objects:** Clean movable objects and remove them from the work area before an enclosure is constructed unless moving the objects creates a hazard. Mobile objects will be assumed to be asbestos contaminated and are to be either cleaned with amended water and a HEPA vacuum and then removed from the area or wrapped and then disposed of as asbestos-contaminated waste.
- L. Disabling HVAC Systems:** The power to the heating, ventilation, and air conditioning systems that service the regulated area must be deactivated and locked out. All ducts, grills, access ports,

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

windows and vents must be sealed off with two layers of plastic to prevent entrainment of contaminated air.

- M. Lockout power to Work Area** by switching off all breakers serving power or lighting circuits in work area. A lock and tag shall be placed on each breaker used to de-energize circuits and equipment with notation "DANGER CIRCUIT BEING WORKED ON". Lock panel and have all keys under control of authorized person who has applied the locks.
- N. Lockout power** to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER CIRCUIT BEING WORKED ON". Lock panel and have all keys under control of authorized person who applied locks. If circuits cannot be shut down for any reason, label at intervals 4 feet on center with signs reading, "DANGER LIVE ELECTRIC CIRCUIT-Electrocution Hazard." Label circuits in hidden locations but which may be affected by the work in a similar manner.
- O. Inspection Windows:** Install inspection windows in locations shown on the plans or as directed by the Owner's Representative. Each inspection window is to have a 24 inch X 24 inch viewing area fabricated from 1/4 inch acrylic or polycarbonate sheet. Install window with top at 6 feet-6 inches above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area. Protect window from damage from scratching, dirt or any coatings used during the work. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key. Provide keys to Owner's Representative for all such locks.

### **3.3 EMERGENCY EXITS:**

#### **A. Provide emergency exits and emergency lighting as set forth below:**

- 1. **Emergency Exits:** At each existing exit door from the Work Area provide the following means for emergency exiting:
- 2. **Arrange exit door** so that it is secure from outside the Work area but permits exiting from the Work Area.
- 3. **Mark outline of door** on Primary and Critical Barriers with luminescent paint at least 1 inch wide. Hang a razor knife on a string beside outline. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2 inches wide.
- 4. **If existing exit signs** are not sufficient, provide lighted exit signs at each exit.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Provide battery operated emergency lighting that switches on automatically in the event of a power failure.

**3.4 CONTROL ACCESS:**

- A. **Isolate the Work Area** to prevent entry by building occupants into Work Area or surrounding controlled areas. Accomplish isolation by the following:
  1. Submit to Owner's Representative a list of doors and other openings that must be secured to isolate Work Area. Include on list notation if door or opening is in an indicated exit route.
  2. After receiving written authorization from the Owner's representative, lock all doors into Work Area, or, if doors cannot be locked, chain shut. Cover any signs that direct emergency exiting, either outside or inside of Work Area, to locked doors. Do not obstruct doors required for emergency exits from Work Area or from building.
  3. After receiving written authorization from the Owner's Representative, construct partitions or closures across any opening into Work Area. Partitions are to be a minimum of 8 feet high.
  4. Fabricate partitions from 2 inch X 4 inch wood studs with  $\frac{1}{2}$  inch plywood on both faces. Brace at intervals of 4 feet on center. Use only fire retardant treated wood.
  5. Modify elevator controls to prevent elevators from stopping at doors in Work Areas. This work is to be performed by a qualified elevator technician.
  6. Replace passage sets on doors required for exiting from Work Area with temporary locksets for duration of the project. Use entry type locksets that are key lockable from one side and always operable from inside. Install locksets with key side in stair tower and escape side on Work Area side. Provide one key to Owner and maintain one key in clean room of decontamination unit. After meeting Contractor release criteria set forth in Section 01711 Project Decontamination, reinstall original passage sets and adjust for proper operation.
- B. **Locked Access:** Arrange Work Area so that the only access into Work Area is through lockable doors to personnel and equipment decontamination units.
  1. Install temporary doors with entrance type locksets that are key lockable from the outside and always unlocked and operable from the inside. Do not use deadbolts or padlocks.
  2. Provide one key for each door to Owner and Owner's Representative and maintain one key in clean room of decontamination unit (3 total).
- C. **Visual Barrier:** Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6-mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner's Representative.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- D. Demarcation:** Demarcate the regulated area in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne concentrations of asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area.
- E. Access:** Limit access to regulated areas to authorized persons as defined by OSHA, and to the Owner, Designer, Project Administrator or a representative authorized by one of these entities.
- F. Provide Warning Signs** at each locked door leading to Work Area reading as follows:
1. Print text in both English and Spanish

**Legend**

KEEP OUT  
CONSTRUCTION  
WORK AREA  
PROTECTIVE CLOTHING REQUIRED  
BEYOND THIS POINT

**Notation**

3" Sans Serif Gothic or Block  
1" Sans Serif Gothic or Block  
1" Sans Serif Gothic or Block  
14 Point Gothic

Immediately inside door and outside critical barriers post an approximately 20 inch by 14 inch manufactured danger sign displaying the following legend with letter sizes and styles of a visibility required by OSHA (29 CFR 1926.58,k,1,ii):

**LEGEND**

**DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
RESPIRATORS AND PROTECTIVE CLOTHING  
ARE REQUIRED IN THIS AREA**

Provide spacing between respective lines at least equal to the height of the respective upper line.

**3.5 ALTERNATE METHODS OF ENCLOSURE:**

- A. Alternate methods** of containing the Work Area may be submitted to the Owner's Representative for approval in accordance with procedures set forth in Section 01632 Substitutions. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.

**3.6 RESPIRATORY AND WORKER PROTECTION:**

- A. Before proceeding** beyond this point in providing Temporary Enclosures:
1. Provide Worker Protection per Section 01560
  2. Provide Respiratory Protection per Section 01562
  3. Provide Personnel Decontamination Unit per Section 01563

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.7 CRITICAL BARRIERS:**

- A. Completely Separate** the Work Area from other portions of the building, and the outside by closing all openings with 2 independent layer sheet plastic barriers at least 6-mil in thickness, or by sealing cracks leading out of Work Area with duct tape.
- B. Individually seal** all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with 2 independent layers of polyethylene sheeting at least 6-mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting fixtures to avoid melting or burning of sheeting.
- C. Provide Sheet Plastic** barriers at least 6-mil in thickness as required to seal openings completely from the Work Area into adjacent areas. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.
- D. Mechanically Support** sheet plastic independently of duct tape or spray cement seals so that seals do not support the weight of the plastic. Following are acceptable methods of supporting sheet plastic barriers. Alternative support methods may be used if approved in writing by the Owner's Representative.

**Examples**

- 1.** Plywood squares 6 inch x 6 inch x 3/8 inch held in place with one 6d smooth masonry nail or electro-galvanized common nail driven through center of the plywood and duct tape on plastic so that plywood clamps plastic to the wall. Locate plywood squares at each end, corner and at maximum 4 feet on centers.
  - 2.** Nylon or polypropylene rope or wire with a maximum unsupported span of 10 feet, minimum 1/4 inch in diameter suspended between supports securely fastened on either side of opening at maximum 1 foot below ceiling. Tighten rope so that it has 2 inches maximum dip. Drape plastic over rope from outside Work Area so that a two-foot long flap of plastic extends over rope into Work Area. Staple or wire plastic to itself 1 inch below rope at maximum 6 inches on centers to form a sheath over rope. Lift flap and seal to ceiling with duct tape or spray cement. Seal loop at bottom of flap with duct tape. Erect entire assembly so that it hangs vertically without a "shelf" upon which debris could collect.
- E. Provide Pressure Differential System per Section 01513.**
- 1.** Clean housings and ducts of all overspray materials prior to erection of any Critical Barrier that will restrict access.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **3.8 PREPARE AREA:**

- A. Scaffolding:** If fixed scaffolding is to be used to provide access HEPA vacuum and wet clean area prior to scaffolding installation.
- B. Remove all electrical and mechanical items,** such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.
- C. Remove all general construction items** such as cabinets, casework, door and window trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.
- D. Clean all contaminated furniture, equipment, and or supplies** with a HEPA filtered vacuum cleaner or by wet cleaning, as specified in Section 01712 Cleaning and Decontamination Procedures, prior to being moved or covered. All equipment furniture, etc. is to be deemed contaminated unless specifically declared as uncontaminated on the drawings or in writing by the Owner's Representative.
- E. Clean All Surfaces in Work Area** with a HEPA filtered vacuum or by wet wiping prior to the installation of primary barrier.
- F. Cleaning and Sealing Surfaces:** After cleaning with water and a HEPA vacuum, surfaces of stationary objects should be covered with two layers of plastic sheeting. The sheeting should be secured with duct tape or an equivalent method to provide a tight seal around the object.

### **3.9 PRIMARY BARRIER:**

- A. Protect building and other surfaces in the Work Area** from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.
  - 1. Sealing Elevators:** If an elevator shaft is located in the regulated area, it should be either shut down or isolated by sealing with two layers of plastic sheeting. The sheeting should provide enough slack to accommodate the pressure changes in the shaft without breaking the airtight seal.
  - 2. Elevator:** Coat walls, floor and ceiling of elevator in same manner as Work Area. Arrange entry to Work Area so that elevator door is in a positively pressurized space outside the clean room of the decontamination unit. At completion of work clean elevator as set forth in Section 01711. Refer to Section 01013 Summary of the Work for additional requirements for protection of elevator.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. **Sheet Plastic:** Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner's Representative. Perform work in the following sequence.
  - a. All seams in the sheeting should overlap, be staggered and not be located at corners or wall-to-floor joints.
  - b. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6-mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
  - c. Cover Carpeting with three (3) layers of polyethylene sheeting at least 6-mil in thickness. Place corrugated cardboard sheets between the top and middle layers of polyethylene.
  - d. Cover Sheet Plastic in areas where scaffolding is to be used with a single layer of  $\frac{1}{2}$  inch CDX plywood or  $\frac{1}{4}$  inch tempered hardboard. Wrap edges and corners of each sheet with duct tape. At completion of abatement work wrap plywood or hardboard with 2 layers of 6-mil polyethylene and move to next Work Area or dispose of as an asbestos-contaminated waste material in accordance with section 02084 of this specification.
  - e. Elevator: Cover walls, floor, and ceiling of elevator with 2 layers of 6-mil polyethylene. Arrange entry to work area so that elevator door is in a positively pressurized space outside the clean room of the decontamination unit. At completion of work clean elevator as set forth in Section 01711. Refer to Section 01013 summary of the work for additional requirements for protection of elevator.
  - f. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide  $\frac{3}{4}$  inch exterior grade plywood treads securely held in place, over plastic. Do not cover rungs or rails with any type of protective materials.
  - g. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.10 ISOLATION AREA:**

- A. Maintain isolation areas** between the Work Area and adjacent building areas, as detailed in drawings and at pre bid meeting.
- B. Form isolation area** by controlling access to the space in the same manner as a Work Area. Physically isolate the space from the Work Area and adjacent areas. Accomplish physical isolation by: Installing critical barrier in unoccupied space and erecting a second critical barrier a minimum of 3 feet away from work area or other method specified in pre bid meeting.

**3.11 STOP WORK:**

- A. If the Critical or Primary barrier falls** or is breached in any manner stop asbestos removal work immediately and comply with ☐Stop Work requirements of Section 01013 ☐Summary of Work - Asbestos Abatement. Do not start work until authorized in writing by the Owner's Representative.

**3.12 EXTENSION OF WORK AREA:**

- A. Extension of Work Area:** If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate it as described in Section 01711 Project Decontamination.

**3.13 SECONDARY BARRIER:**

- A. Secondary layer of plastic** as a drop cloth to protect the primary layer from debris generated by the asbestos abatement work is specified in the appropriate work sections.

**END OF SECTION - 01526**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01527 - REGULATED AREAS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. **Drawings and general provisions of Contract**, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

**1.2 RELATED WORK SPECIFIED ELSEWHERE:**

- A. **Worker Protection:** is specified in Section 01561 "Worker Protection – Repair and Maintenance"
- B. **Respiratory Protection:** is specified in Section 01562 ☐Respiratory Protection☐
- C. **Wet Decontamination Facilities:** are described in Section 01563 ☐Decontamination Units.☐

**1.3 DESCRIPTION OF WORK:**

- A. Work of this section consists of preparing a Regulated Area for work of the following specification sections only. Do not use procedures set forth in this section in connection with any other work.
1. Section 01046 Cutting & Patching Asbestos Containing Materials
  2. Section 01528 Entry Into Controlled Areas
  3. Section 01529 Mini Enclosures and Glovebags
  4. Section 01712 Cleaning and Decontamination Procedures
  5. Section 02083 Disturbance of ACM During O&M Work
  6. Section 09251 Gypsum Drywall – Asbestos Enclosures
  7. Section 15254 Repair of Insulation and Lagging

**1.4 SUBMITTALS**

- A. **Before the Start of Work:** Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
1. **HEPA Filtered Vacuum Cleaners:** Submit product data.
  2. **Signs:** Submit samples of each type of sign to be used.
  3. **Warning Tape:** Submit samples.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **PART 2 - EQUIPMENT**

#### **2.1 PRODUCTS**

##### **A. HEPA Filter Vacuum Cleaners:**

1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:

Nilfisk of America, Inc.  
225 Great Valley Parkway  
Malvern, PA 19355  
(800) 645-3475

HEPA filtered  
Vacuums

Minuteman International  
111 South Route 53  
Addison, IL 60101  
(708) 627-6900

Minuteman  
HEPA Vacuums

Pullman-Holt (White) Corp.  
PO Box 16647  
Tampa, FL 33617  
(813) 645-3475

HEPA Filtered  
Vacuums

##### **B. Plastic Sheet:**

1. Plastic Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 6-mil thick, clear, frosted, or black as indicated.

### **PART 3 - EXECUTION**

#### **3.1 SECURING WORK AREA:**

- A. Secure work area from access by occupants, staff or users of the building. Accomplish this where possible, by locking doors, windows, or other means of access to the area, by scheduling work for periods of time that the building is unoccupied, or by constructing temporary wood stud and plywood barriers.

#### **3.2 DEMARCATION OF REGULATED AREA:**

- A. Demarcation. Demarcate the Regulated Area with a sheet plastic drop cloth, signs and barrier tape. Configure the regulated area in a manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne concentrations of asbestos.



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

1. Drop Cloth: Cover floor in vicinity of Work Area and six (6) feet beyond, with 6-mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
2. Signs: Post warning signs that carry the following legends in both English and Spanish:
  - a. First Sign: Provide warning signs at each locked door leading to the controlled area reading as follows:

**Legend**  
**KEEP OUT**

**Notation**  
**3 inch Block**

- b. Second Sign: Immediately inside the locked door and outside the controlled area post an approximately 20 inch by 14 inch manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

**Legend:**

**DANGER**  
**ASBESTOS**  
**CANCER AND LUNG DISEASE HAZARD**  
**AUTHORIZED PERSONNEL ONLY**  
**RESPIRATORS AND PROTECTIVE CLOTHING**  
**ARE REQUIRED IN THIS AREA**

3. Barrier Tape: Where the controlled area is in a large area such as on part of a boiler room or open office area, delineate area with 3 inch polyethylene ribbon with the printed warning, "CAUTION ASBESTOS REMOVAL". Install this ribbon at between 3 and 4 feet above the floor.

### **3.3 SCHEDULING:**

- A. With the approval of Owner, work may be carried out during normal working hours in those areas which can be completely secured by lockable doors from access by building occupants and staff, and which have HVAC equipment that can be shut down and locked off. Otherwise, work is to be carried out after building occupants and cleaning staff have left.

### **3.4 GENERAL PROCEDURES:**

- A. The following precautions and procedures have application to work of this section. Workers must exercise caution to avoid release of asbestos fibers into the air:
  1. Setup and management of the controlled area is to be under the supervision of an OSHA Competent Person as described in Section 01043 Project Coordination - Asbestos Abatement

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. Before start of work comply with requirement for worker protection in section 01561, and respiratory protection in section 01562.
3. Do not allow eating, drinking, smoking, chewing tobacco or gum, or applying cosmetics in the Regulated Area.
4. Shut down any air handling equipment bringing air into or out of the Regulated Area.
5. Clean any existing dust or debris from the floor and walls, and other surface in the immediate location of the work prior to commencing work by damp-mopping or by use of a High Efficiency Particulate Air (HEPA) filtered vacuum.
6. Cover floor in vicinity of Work Area and six (6) feet beyond, with 6-mil polyethylene drop sheet. Where work is adjacent to wall, extend drop sheet up wall and secure at ceiling with duct tape. This drop sheet demarcates the boundary of the Regulated Area.
7. Seal all openings, supply and exhaust vents, and convectors within ten (10) feet of the Work Area with 6-mil polyethylene sheeting secured and completely sealed with duct tape.
8. Perform the work per the appropriate specification section while on plastic drop sheet.
9. Immediately remove any asbestos-containing debris which collects on the drop sheet either by using a HEPA vacuum or by spraying with amended water or removal encapsulant, collecting with wet paper towels, placing in a disposal bag while still wet, and cleaning surface of plastic sheet with wet paper towels.
10. Complete the following at completion of work in an area before stepping off drop sheet
  - a. While standing on plastic sheet thoroughly HEPA vacuum ladder and any tools used and pass to worker standing off sheet.
  - b. Worker standing off the sheet HEPA vacuum thoroughly the worker standing on the sheet.
  - c. Worker on the sheet thoroughly HEPA vacuum all surfaces of the plastic sheet, bags, and any other items on the sheet including the worker's feet.
11. If moving to the next Work Area in the same secured area: Worker on the drop sheet is to don clean foot covers, placing each foot, in turn, off the sheet as the foot cover is put on. Remove clean foot covers at the next Work Area while standing on the sheet. Dispose of the used foot covers along with the plastic sheet at completion of work in that area. Do not reuse foot covers to move off the sheet.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

12. If work day is complete or if next Work Area is in another secured area: all workers remove paper suits turning them inside out while doing so. The person on the sheet steps with each foot off the sheet as the foot covers are removed.
  13. Fold sheet and all its contents toward the center.
  14. Place the sheet in a properly labeled disposal bag.
  15. Neck down the bag and collapse it with the HEPA vacuum.
  16. Twist the bag shut, bend over and seal with duct tape by wrapping around bag neck at least 3 times. ("Goose Neck")
  17. Clean all surfaces of the Work Area by use of a HEPA filter vacuum until no visible residue remains.
- B. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection - Asbestos-Abatement, or Section 01561 Worker Protection - Repair and Maintenance, as appropriate.**
- C. Remove respirators using the procedure in Section 01561 Worker Protection - Repair and Maintenance**
- D. At completion of work require all workers to complete wet decontamination procedures in accordance with Section 01560 Worker Protection - Asbestos Abatement.**

**END OF SECTION - 01527**

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01528 - ENTRY INTO CONTROLLED AREAS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division - 1 Specification Sections, apply to work of this section.**

**1.2 DESCRIPTION OF WORK:**

- A. The provisions of this section apply when entry is required into an area where such entry could cause contamination of portions of the building and/or where respiratory or other worker protection measures are required.**
- B. Unless authorized in writing by the Owner or Owner's Representative, the provisions of this section apply to only the following situations:**
  - 1. Entry into the space above a suspended ceiling where there is exposed friable asbestos-containing fire proofing, visible asbestos-containing debris, or other friable asbestos-containing surfacing material when the ceiling tiles in an area no greater than 6 feet by 12 feet area to be removed.**
  - 2. Entry through sealed access (access door, hatchway, locked door) into an area with friable asbestos-containing surfacing materials or visible debris.**
- C. Worker Protection: Use procedures of this section only where a negative exposure assessment has been made for these procedures. Historic airborne fiber data demonstrate that personal airborne fiber counts in the breathing zone of those performing the work can be continuously maintained at less than 0.1 fibers per cubic centimeter can be used as a part of this assessment.**
- D. Area Protection: Use procedures of this section only where historic airborne fiber data demonstrate that area samples in the work area can be continuously maintained at less than 0.01 fibers per cubic centimeter.**

**1.3 SUBMITTALS:**

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Begin no work until these submittals are returned with Owner's Representative action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.**
  - 1. Historic Airborne Fiber Data: Submit airborne asbestos fiber count data from an independent air-monitoring firm to demonstrate:**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. The ability to perform work of this section while maintaining an airborne fiber count below 0.1 fibers per cubic centimeter in the breathing zone of the individual performing the work.
- b. The ability to perform work of this section while maintaining an airborne fiber count below 0.01 fibers per cubic centimeter in the work area.
2. Include the following data for each procedure required by the work:
  - a. Date of measurements
  - b. Operations monitored
  - c. Sampling and analytical methods used and evidence of their accuracy
  - d. Number, duration, and results of samples taken

## **PART 2 - PRODUCTS (NOT APPLICABLE)**

## **PART 3 - EXECUTION**

### **3.1 REGULATED AREA:**

- A. Prior to beginning work in this area establish a regulated area as described in Section 01527 Regulated Areas.

### **3.2 ACCESS THROUGH SUSPENDED CEILINGS:**

- A. Remove acoustical panels from ceiling suspension system using the following sequence:
  1. Follow worker protection procedures including disposable coveralls and respirators required by Section 01560, and Section 01562.
  2. Follow local area protection procedures of Section 01528. Spread layer of 6-mil polyethylene sheet on floor 6 feet further in extent than the size of the ceiling opening to be made.
  3. HEPA vacuum around edges of all panels to be removed.
  4. While holding nozzle of HEPA vacuum in vicinity slowly lift one edge of center ceiling panel. Immediately HEPA vacuum space at lifted edge. Lift entire panel straight up and HEPA vacuum all four sides.
  5. Place panel on top of adjacent ceiling.
  6. Place intake duct to HEPA Filtered Fan Unit per Section 01513 in space above ceiling and fasten in place. Operate machine continuously while ceiling is open.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

7. Note that the operation of the HEPA vacuum is intended to clean the air in the location of the work. As such the nozzle should be kept above the ceiling as much as possible and the canister on the floor.
8. Climb to a position that permits access to the top of the ceiling adjacent to the removed panel.
9. Working in the space above the ceiling, HEPA vacuum both sides of the ceiling panel first removed and hand it down into a 6-mil polyethylene bag for storage.
10. Remove loose material hanging from the friable asbestos-containing material with the suction from the HEPA vacuum.
11. Pass wand of operating HEPA vacuum through air between asbestos-containing material and top of ceiling.
12. HEPA vacuum the tops of all ceiling panels that are in reach.
13. Carefully HEPA vacuum the crack between the suspension system and ceiling panels from the top for all ceiling panels within reach.
14. Remove ceiling panels as required while constantly HEPA vacuuming all four edges of panel and suspension system.
15. Working in space above ceiling HEPA vacuum both sides on each panel removed and hand each down into a 6-mil polyethylene bag which is labeled as set forth in Section 02084.
16. Maintain HEPA vacuum in operation with nozzle above ceiling and exhaust at floor for the entire time that the ceiling is open and work is being done above the ceiling.
17. When above-ceiling work is complete replace ceiling panels.
18. HEPA vacuum worker's head, arm, and shoulders before climbing down from ceiling.
19. HEPA vacuum ladder while climbing down.
20. While standing on plastic sheet thoroughly HEPA vacuum ladder and pass it to person standing off sheet.

### **3.3 ENTRY INTO CONTROLLED AREAS:**

- A. Use same procedure as above except that ceiling tiles do not need to be removed.
- B. If access is through a wall hatch or door, duct tape floor sheet to wall or threshold

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- C. If access is into large area such as crawl tunnel, comply with worker protection requirements but use HEPA vacuum only for work procedures in the area.**

**3.4 PERSONNEL DECONTAMINATION:**

- A. At the end of all work change to a clean disposable coverall and leaving respirator in place proceed to a remote shower and decontaminate as required by Section 01560 Worker Protection - Asbestos Abatement.**
- B. Complete dry decontamination procedures set forth in Section 01561 ☐ Worker Protection - Repair & Maintenance.**

**END OF SECTION - 01528**



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

BLANK

---

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01560 - WORKER PROTECTION - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

**1.2 DESCRIPTION OF WORK:**

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

**1.3 RELATED WORK SPECIFIED ELSEWHERE:**

- A. **Respiratory Protection:** is specified in Section 01562.

**1.4 WORKER TRAINING:**

- A. **AHERA Accreditation:** All workers are to be accredited as Abatement Workers as required by the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).
- B. **State and Local License:** All workers are to be trained, certified and accredited as required by State of Delaware & / or local code or regulation, as required.
- C. **Training - Class I:** Train in accordance with 29 CFR 1926.1101. Provide training for all workers who will perform Class I operations that is the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C). Include but do not limit the topics covered in the course to the following:
  - 1. Methods of recognizing asbestos
  - 2. Health effects associated with asbestos
  - 3. Relationship between smoking and asbestos in producing lung cancer
  - 4. Nature of operations that could result in exposure to asbestos
  - 5. Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:
    - a. Engineering controls
    - b. Work practices
    - c. Respirators

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- d. Housekeeping procedures
  - e. Hygiene facilities
  - f. Protective clothing
  - g. Decontamination procedures
  - h. Emergency procedures
  - i. Waste disposal procedures
- 6. Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134 and 1926.58 Table D-4
  - 7. Appropriate work practices for the work
  - 8. Requirements of medical surveillance program
  - 9. Review of 29 CFR 1926
  - 10. Pressure Differential Systems
  - 11. Work practices including hands on or on-job training
  - 12. Personal Decontamination procedures
  - 13. Air monitoring, personal and area

**1.5 MEDICAL SURVEILLANCE:**

- A. Provide a medical surveillance program for all employees who are:**
  - 1. engaged in Class I, II and III work for a combined total of 30 or more days per year or,
  - 2. are exposed at or above the permissible exposure limit or excursion limit (0.1 f/cc or greater for an 8 hour time weighted average).
  - 3. before an employee can be assigned to work requiring use of a respirator.
- B. Provide a medical surveillance program and physician's opinion before a respirator is assigned as required by 29 CFR 1910.134 and 29 CFR 1926.103(e)(10)**
- C. Provide medical examination that as a minimum meets OSHA requirements as set forth in 29 CFR 1926.1101. In addition, require that the physician provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.6 SUBMITTALS:**

- A. Before Start of Work:** Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
- 1. AHERA Accreditation:** Submit copies of certificates from an EPA-approved AHERA Abatement Workers course for each worker as evidence that each asbestos Abatement Worker is accredited as required by the EPA Interim Final Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).
  - 2. State and Local License:** Submit evidence that all workers have been trained, certified and accredited as required by State of Delaware / or local code or regulation.
  - 3. Certificate Worker Acknowledgment:** Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.
  - 4. Report from Medical Examination:** conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
    - a. Name and Social Security Number
    - b. The physician's written opinion as to whether the employee has any detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos;
    - c. Any recommended limitations on the employee or on the use of personal protective equipment such as respirators; and
    - d. A statement that the employee has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
    - e. A statement that the employee has been informed by the physician of the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure (29 CFR 1926.1101(m)).
    - f. A legible typed version of the physician's name, the physician's signature, and date of examination.
    - g. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.
  - 4. Notarized Certifications:** Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **PART 2 - EQUIPMENT**

#### **2.1 PROTECTIVE CLOTHING:**

- A. General.** Provide and require the use of protective clothing, such as coveralls or similar whole-body clothing, head coverings, gloves, and foot coverings for any employee exposed to airborne concentrations of asbestos that exceed the TWA and/or excursion limit prescribed by 29 CFR 1926.1101 or for which a required negative exposure assessment is not produced, and for any employee performing Class I operations which involve the removal of over 25 linear or 10 square feet of TSI or surfacing ACM or PACM.
- B. Coveralls:** Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
- C. Hard Hats:** Provide head protectives (hard hats) as required by OSHA for all workers, and provide 4 spares for use by Owner's Representative, Project Administrator, and Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- D. Goggles:** Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.
- E. Gloves:** Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

#### **2.2 ADDITIONAL PROTECTIVE EQUIPMENT:**

- A. Respirators, Disposable coveralls, head covers, and footwear covers and respirators shall be provided by the Contractor for the Owner, Owner's Representative, Project Administrator, and other authorized representatives who may inspect the job site. Provide six (6) complete coveralls per day. Provide two (2) respirators, and up to six (6) respirator filter changes per day.**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **PART 3 - EXECUTION**

#### **3.1 GENERAL:**

- A.** Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B.** Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

#### **3.2 DECONTAMINATION PROCEDURES:**

- A.** Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
  - 1.** Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
    - a.** When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
    - b.** Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
    - c.** Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
    - d.** With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
    - e.** Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
    - f.** Carefully wash facepiece of respirator inside and out.
  - 2.** If using PAPR: shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. Shower completely with soap and water.
  - b. Rinse thoroughly.
  - c. Rinse shower room walls and floor prior to exit.
  - d. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.
3. **Air Purifying-Negative Pressure Respirators:** Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:
- a. When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the Equipment Room.
  - b. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:
  - c. Thoroughly wet body from neck down.
  - d. Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.
  - e. Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator, and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.
  - f. Dispose of wet filters from air purifying respirator.
  - g. Carefully wash facepiece of respirator inside and out.
  - h. Shower completely with soap and water.
  - i. Rinse thoroughly.
  - j. Rinse shower room walls and floor prior to exit.
  - k. Proceed from shower to Changing Room and change into street clothes or into new disposable work items.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**B. Remote Shower:** The procedures above are to be used if the decontamination facility is used as a remote shower. If a worker cannot gain direct access to the Equipment Room require that he enter Decontamination Unit and proceed directly through Shower Room to Equipment Room. Decontamination procedure is then completed as required above.

**C. Within Work Area:**

1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-Work Areas of the building.

**3.3 CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:**

Following this section is a Certificate of Worker Training. After each worker has been included in the Contractor's Respiratory Protection Program, completed the training program and medical examination, secure a fully executed copy of this form.

**END OF SECTION - 01560**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT**

PROJECT NAME \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT ADDRESS \_\_\_\_\_

CONTRACTOR'S NAME \_\_\_\_\_

**WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.**

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

**RESPIRATORY PROTECTION:** You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

**TRAINING COURSE:** You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. This training must have been the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).

\*Topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure Differential Systems
- Work practices including hands on or on-job training
- Personal decontamination procedures
- Air monitoring, personal and area

**MEDICAL EXAMINATION:** You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer.

Signature \_\_\_\_\_ Social Security No \_\_\_\_\_

Printed Name \_\_\_\_\_ Witness \_\_\_\_\_

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01562 - RESPIRATORY PROTECTION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. **Drawings and general provisions of Contract**, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.

**1.2 DESCRIPTION OF WORK:**

- A. **Instruct and train each worker** involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials (ACM) in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

**1.3 DEFINITIONS:**

- A. **"Negative Pressure Respirator"**: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
- B. **"Protection Factor"**: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
- C. **"Respirator"**: A device designed to protect the wearer from the inhalation of harmful atmospheres.

**1.4 STANDARDS:**

- A. **Except to the extent** that more stringent requirements are written directly into the Contract Documents, the latest edition of the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.
  - 1. **OSHA** U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards Section 29 CFR 1910.1001, Section 1910.134, and Section 29 CFR 1926.1101.
  - 2. **CGA** Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. **CSA** Canadian Standard Association, Rexdal, Ontario, Standard Z180.1, "Compressed Breathing Air".
4. **ANSI** American National Standard Practices for Respiratory Protection, ANSI Z88.2.
5. **NIOSH** National Institute for Occupational Safety and Health  
NIOSH Respirator Decision Logic (May 1987) DHHS/NIOSH Publication No. 87-108;  
NIOSH/EPA, "A Guide to Respiratory Protection for the Asbestos Abatement Industry" EPA-560-OPTS-86-001 (September 1986);  
42 CFR 84, NIOSH Standard for Certification of Non-Powered Air Purifying Respirator filters;  
30 CFR 11, NIOSH - Certification of Respirators
6. **MSHA** Mine Safety and Health Administration

### **1.5 SUBMITTALS:**

- A. **Before Start of Work** submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
  1. **Product Data:** Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.
  2. **System Diagram:** When a supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in Work Area(s), routing of air lines to Work Area(s) from compressor.
  3. **Operating Instruction:** Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.
  4. **Respiratory Protection Program:** Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.
  5. **Resume information:** Submit resume and information on training for individual monitoring the operation of supplied air respiratory systems. Submit training certifications where applicable.

### **1.6 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:**

- A. **Provide air** used for breathing in supplied air respiratory systems that meets or exceeds standards set for C.G.A. type 1 (Gaseous Air) Grade D:

# BATTA ENVIRONMENTAL ASSOCIATES, INC.

## 1.7 ALLOWABLE CONTAMINANTS:

- A. Supply air that has an asbestos concentration no greater than outside ambient conditions.
- B. Supply air that meets the level of contaminants allowed according to the air quality standard specified.
- C. The following table sets forth the quantity of any given contaminant allowed according to the referenced standards:

CONTAMINANT	CGA Type 1 (Gaseous Air)			CSA Z180.1
	Grade D	Grade E	Grade H	
Carbon Monoxide, PPM/v	20	10	5	5
Carbon Dioxide, PPM/v	1000	500	500	500
Condensed Hydrocarbons, mg./cu. meter	5	5		1
Gaseous Hydrocarbons - as methane, PPM/v			10	25
Water Vapor - PPM/v dewpoint	(1) -50F	(1) -50F	(1) -50F	27 -63F
Objectionable Odors	None	None	None	None
Nitrogen Dioxide, PPM/v	-	-	0.5	0.2
Nitrous Oxide, PPM/v	-	-	-	5
Sulfur Dioxide, PPM/v	-	-	0.5	-
Halogenated solvents, PPM/v	-	-	1	-
Other gaseous contaminants	-	-	-	(2)
Inorganic particulates, mg./cu. meter	-	-	-	1

- Indicates that the standard shows no limiting characteristics

- (1) The CGA standards do not indicate a specific moisture limit when the ambient temperature is above freezing. However, since a moisture content no greater than a -50 Degrees Fahrenheit (-45.56 Degrees Celsius) dewpoint (66 PPM/v) is necessary for carbon monoxide elimination, the CO limits could not be met unless the air were dried to a -50 Degrees Fahrenheit (-45.56 Degrees Celsius) dewpoint or better.
- (2) Maximum allowable content of trichlorotrifluoroethane, dichlorodifluoromethane, and chlorodifluoromethane is 2 PPM/v for each. Unlisted contaminants shall not exceed one-tenth of the Threshold Limit Values (TLV's) for Chemical Substances in Workroom air adopted by the American Conference of Governmental Industrial Hygienists (ACGIH).

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.8 DELIVERY:**

- A. Deliver replacement parts, etc.,** not otherwise labeled by NIOSH or MSHA to job site in manufacturer's containers.

**PART 2 - EQUIPMENT**

**2.1 AIR PURIFYING RESPIRATORS**

- A. Respirator Bodies:** Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.
- B. Filter Cartridges:** Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with 42 CFR Part 84 and ANSI Z228.2. Also, additional cartridge sections may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
- C. Non-permitted respirators.** Do not use single use, disposable or quarter face respirators.

**2.2 SUPPLIED AIR RESPIRATOR SYSTEMS:**

- A. Provide equipment** capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.
- B. Facepiece and Hose:** Provide full facepiece and hose by same manufacturer that has been certified by NIOSH/MSHA as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure facepiece.
- C. Auxiliary backup system:** In atmospheres which contain sufficient oxygen (greater than or equal to 19.5 percent oxygen) provide a pressure-demand full facepiece supplied air respirator equipped with an emergency back up HEPA filter.
- D. Escape air supply:** In atmospheres which are oxygen deficient (less than 19.5 percent oxygen) provide a pressure-demand full facepiece supplied air respirator incorporating an auxiliary self contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.
- E. Backup air supply:** Provide a reservoir of compressed air located outside the Work Area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected facepiece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

up air supply to allow a minimum escape time of one-half hour times the number of connections available to the Work Area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average-sized adult male engaged in moderately strenuous activity.

- E. Warning device:** Provide a warning device that will operate independently of the building's power supply. Locate so that alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the Work Area and at the compressor. Connect alarm to warn of:
  - 1. Compressor shut down or other fault requiring use of backup air supply
  - 2. Carbon Monoxide (CO) levels in excess of 5 PPM/V
- G. Carbon Monoxide (CO) Monitor:** Continuously monitor and record on a strip chart recorder Carbon Monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".
- H. Compressor Shut Down:** Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sound if any of the following occur:
  - 1. Carbon Monoxide (CO) concentrations exceed 5 PPM/v in the air line between the filter bank and backup air supply
  - 2. Compressor temperature exceeds normal operating range
- I. Compressor Location:** Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.
- J. Air Intake:** Locate air intake remotely from any source of automobile exhaust or any exhaust from engines, motors, auxiliary generator or buildings.
- K. After-Cooler:** Provide an after-cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.
- L. Self Contained Breathing Apparatus (SCBA):** Configure system to permit the recharging of ☐ hour 2260 PSI (15.58 MPa) SCBA cylinders.

## **PART 3 - EXECUTION**

### **3.1 GENERAL:**

- A. Respiratory Protection Program:** Comply with ANSI Z88.2 "Practices for Respiratory Protection" and OSHA 29 CFR 1910.314 and 1926.103.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- B. Require that respiratory protection be used at all times that there is any possibility of disturbance of ACM whether intentional or accidental.**
- C. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 01714.**
- D. Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be full face PAPRs with HEPA filters.**
- E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.**

**3.2 FIT TESTING:**

- A. Initial Fitting:** Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by an individual qualified to do fit testing. Fit types and sizes of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided.
- B. On a Weekly Basis,** check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube.
- C. Upon Each Wearing:** Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2

**3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED:**

- A. General:** After reducing airborne asbestos levels to the lowest feasible level with engineering controls and work practices, provide respiratory protection as necessary to ensure that workers are not exposed to an airborne concentration of asbestos in excess of the Specified Permissible Exposure Limits (SPEL) set forth in this Section.

**3.4 SPECIFIED PERMISSIBLE EXPOSURE LIMITS (SPEL):**

- A. Specified Permissible Exposure Limits (SPEL):** Ensure that no worker is exposed to an airborne concentration of asbestos in excess of the Time-Weighted Average (TWA) limit, and Excursion Limit (EL) set forth below.
  - 1. Time Weighted Average (TWA) limit** - Concentration of airborne asbestos fibers to which any worker may be exposed as an eight (8) hour time-weighted average (TWA) shall not exceed 0.01 fibers per cubic centimeter



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. **Excursion Limit (EL)** – Concentration of airborne asbestos fibers to which any worker may be exposed as averaged over a sampling period of thirty (30) minutes shall not exceed 1.0 fibers per cubic centimeter

**B. Fibers:** For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), or NIOSH 7400 procedure.

1. **Electron Microscopy:** If Electron Microscopy is used to determine airborne fiber levels, only asbestos fibers will be enumerated, but fibers of any size detected by the testing of Section 01711 Project Decontamination will be counted.

### **3.5 RESPIRATORY PROTECTION FACTOR:**

<b>A. Respirator Type</b>	<b>Features</b>	<b>Protection Factor</b>
1. <b>Air Purifying: (APR-half)</b>	Negative pressure respirator High efficiency filter Half facepiece	10
2. <b>Air Purifying: (APR-full)</b>	Negative pressure respirator High efficiency filter Full facepiece	50
3. <b>Powered Air Purifying: (PAPR-half)</b>	Positive pressure respirator High efficiency filter Half facepiece	50
4. <b>Powered Air Purifying: (PAPR-full)</b>	equipped with high efficiency filters or any supplied air respirator operated in continuous flow mode. Full facepiece	1,000
5. <b>Supplied air:</b>	Positive pressure respirator Pressure demand or other positive pressure mode Full facepiece Equipped with an auxiliary HEPA cartridge or positive pressure Self-contained breathing apparatus (SCBA) for escape	1,000

### **3.6 AIR PURIFYING RESPIRATORS:**

- A. **Powered air purifying - half or full face mask:** Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the facepiece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

### **3.7 SUPPLIED AIR RESPIRATOR:**

- A. Air Systems Monitor:** Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual, trained by manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring. Assign no other duties to this individual which will take him away from monitoring the air system.

**END OF SECTION - 01562**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01563 - DECONTAMINATION UNITS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.**

**1.2 DESCRIPTION OF WORK:**

- A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.**

**1.3 SUBMITTALS**

- A. Before the Start of Work: Submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned, indicating that the submittal is returned for unrestricted use or final-but-restricted use.**
- 1. Personnel Decontamination Unit: Provide shop drawing showing location and assembly of personnel decontamination units.**
  - 2. Equipment Decontamination Unit: Provide shop drawing showing location and assembly of equipment decontamination units.**
  - 3. Shower Pan: Provide shop drawing.**
  - 4. Shower Walls: Provide product data.**
  - 5. Shower Head and Controls: Provide product data.**
  - 6. Filters: Provide product data and shop drawing of installation on decontamination unit.**
  - 7. Hose Bib: Provide product data.**
  - 8. Shower Stall: for Wash Down Station provide product data and shop drawing showing and modifications.**
  - 9. Elastomeric membrane: Provide product data when applicable.**
  - 10. Lumber: Provide product data on fire resistance treatment when applicable.**
  - 11. Sump Pump: Provide product data.**
  - 12. Signs: Submit samples of signs to be used.**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. **Polyethylene Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams, 6-mil thick, clear, frosted, or black as indicated.
- B. **Flame Resistant Polyethylene Sheet:** Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6-mil thick, frosted or black as indicated.
- C. **Reinforced Polyethylene Sheet:** Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6-mil thick, frosted or black as indicated.
- D. **Duct Tape:** Provide duct tape in 2 inch or 3 inch widths as indicated, with a adhesive which is formulated to stick aggressively to sheet polyethylene.
- E. **Spray Adhesive:** Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.
- F. **Shower Pan:** Provide one piece waterproof shower pan 4 feet x 8 feet x 6 inches deep. Fabricate from seamless fiberglass minimum 1/16 inch thick reinforced with wood, 18 ga. stainless or galvanized steel with welded seems, copper or lead with soldered seams, or a seamless liner of minimum 60-mil thick elastomeric membrane.
- G. **Shower Walls:** Provide 8 feet long by approximately 7 feet high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent. Structurally support as necessary for stability.
- H. **Shower Head and Controls:** Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity. Feed shower with water mixed from hot and cold supply lines. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.
- I. **Filters:** Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.
  - 1. Primary Filter - Passes particles 20 microns and smaller
  - 2. Secondary Filter - Passes particles 5 microns and smaller

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- J. Hose Bib:** Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4 inch (19.05 mm) National Standard male hose outlet.
- K. Shower Stall:** For Wash Down Station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3 feet x 3 feet square with minimum 6 feet high sides and back. Structurally support as necessary for stability. Equip with hose bib, as specified in this section, mounted at approximately 4 feet above drain pan. Connect drain to a reservoir, pump water from reservoir through filters to a drain or store and use for amended water. Mount filters inside shower stall on back wall beneath hose bib.
- L. Elastomeric membrane:** Provide uniform flat sheets of flexible sheet roofing material fabricated from EPDM (ethylene propylene diene monomers) or Neoprene (polychloroprene), in a nominal 45 mil thickness.
- M. Lumber:** Provide kiln dried lumber of any grade or species.
- N. Sump Pump:** Provide totally submersible waterproof sump pump with integral float switch. Provide unit sized to pump 2 times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism to pump. Adjust float switch so that a minimum of 3 inch remains between top of liquid and top of sump pan.

### **PART 3 - EXECUTION**

#### **3.1 PERSONNEL DECONTAMINATION UNIT:**

- A. Provide a Personnel Decontamination Unit** consisting of a serial arrangement of connected rooms or spaces, Changing Room, Drying Room, Shower Room, Equipment Room. Require all persons without exception to pass through this Decontamination Unit for entry into and exiting from the Work Area for any purpose. Do not allow parallel routes for entry or exit. Do not remove equipment or materials through Personnel Decontamination Unit. Provide temporary lighting within Decontamination Units as necessary to reach a lighting level of 100 foot candles.
- B. Clean Room/Drying Room** provides a clean room/drying room as a place for worker to dry after showering.
  - 1.** Construct room by providing a pan continuous with or draining to Shower Room pan. Install a freely draining wooden or non-skid metal floor in pan at elevation of top of pan.
  - 2.** Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
  - 3.** Separate this room from the Changing Room and Shower Room with airtight walls fabricated of 6-mil polyethylene.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

4. Separate from Changing Room and shower room by a sheet of plastic flapped doorway, triple flapped.
  5. Provide a continuously adequate supply of disposable bath towels.
- C. Shower Room:** Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the Work Area from the Changing Room, or for showering by workers headed out of the Work Area after undressing in the Equipment Room.
1. Construct room by providing a shower pan and 2 shower walls in configuration that will cause water running down walls to drip into pan. Install a freely draining wooden floor in shower pan at elevation of top of pan.
  2. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
  3. Separate this room from the Drying Room and Dirty Room with airtight walls fabricated of 6-mil polyethylene.
  4. Provide splash proof entrances to Drying Room and Dirty Room with plastic flaps arranged so that water will not exit the shower area.
  5. Provide shower head and controls.
  6. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
  7. Provide a continuously adequate supply of soap and maintain in sanitary condition.
  8. Arrange so that water from showering does not splash into the Clean Room or Dirty Room.
  9. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the Work Area.
  10. Provide flexible hose shower head.
  11. Pump waste water to drain or to storage for use in amended water. If pumped to drain, provide 20 micron and 5 micron waste water filters in line to drain or waste water storage. Change filters daily or more often if necessary. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.
  12. Provide hose bib.
  13. Provide all other items indicated on contract drawings.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- D. Dirty Room:** Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers.
1. Separate this room from the Work Area by a 6 mil polyethylene flapped doorway.
  2. Separate this room from the rest of the building with airtight walls fabricated of 6-mil polyethylene.
  3. Separate this room from the Shower Room and Work Area with airtight walls fabricated of 6-mil polyethylene.
  4. Provide a drop cloth layer of sheet plastic on floor in the Equipment Room for every shift change expected. Roll drop cloth layer of plastic from Equipment Room into Work Area after each shift change. Replace before next shift change. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.
- E Work Area:** Separate Work Area from the Dirty Room by polyethylene barriers. If the airborne asbestos level in the Work Area is expected to be high, as in dry removal, add an intermediate cleaning space between the Equipment Room and the Work Area. Damp wipe clean all surfaces after each shift change. Provide one additional floor layer of 6-mil polyethylene per shift change and remove contaminated layer after each shift.
- F Decontamination Sequence:** Require that all workers adhere to the following sequence when entering or leaving the Work Area.
1. Entering Work Area: Worker enters Changing Room and removes street clothing, puts on clean disposable overalls and respirator, and passes through the Shower Room into the Dirty Room.
  2. Any additional clothing and equipment left in Dirty Room needed by the worker are put on in the Dirty Room.
  3. Worker proceeds to Work Area.
- G Exiting Work Area:**
1. Before leaving the Work Area, require the worker to remove all gross contamination and debris from overalls and feet.
  2. The worker then proceeds to the Dirty Room and removes all clothing except respiratory protection equipment.
  3. Extra work clothing such as boots, hard hats, goggles, gloves are to be stored in contaminated end of the Dirty Room.
  4. Disposable coveralls are placed in a bag for disposal with other material.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Require that Decontamination procedures found in Section 01560 be followed by all individuals leaving the Work Area.
6. After showering, the worker moves to the Changing Room and dresses in either new coveralls for another entry or street clothes if leaving.

**3.2 EQUIPMENT DECONTAMINATION UNIT:**

- A. **Provide an Equipment Decontamination Unit** consisting of a serial arrangement of rooms, Clean Room, Wash Room for removal of equipment and material from Work Area. Do not allow personnel to enter or exit Work Area through Equipment Decontamination Unit.
- B. **Wash Room:** provide Wash Room for cleaning of bagged or containerized asbestos-containing waste materials passed from the Work Area, with an enclosed Shower Unit located just outside the Work Area as an equipment, bag and container cleaning station.
  1. Fabricate waterproof floor extending 6 feet beyond Wash Down station in all directions. Install seamless waterproof membrane over area and extend over curbs on all four sides. Form curbs from 2 inch x 4 inch lumber laid on the flat.
  2. Waterproof membrane is to be fabricated from polyethylene or elastomeric.
  3. Do not allow water to collect on waterproof membrane. Remove continuously with a wet vacuum or mops.
  4. Construct wash room of nominal 2 inch x 4 inch wood framing and polyethylene sheeting, at least 6-mil in thickness and located so that packaged materials, after being wiped clean, can be passed to the Holding Room.
  6. Separate this room from the Work Area by a single flapped door of 6-mil polyethylene sheeting.
  7. Provide a drop cloth later of plastic on floor in the Wash Room for every load-out operation. Roll this drop cloth layer of plastic from Wash Room into Work Area after each load-out. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.
- C. **Clean Room:** Provide Clean Room to isolate the Holding Room from the building exterior. If possible locate to provide direct access to the Holding Room from the building exterior.
  1. Erect Critical and Primary barriers as described in Section 01526 "Temporary Enclosures" in an existing space. If no space exists construct Clean Room of 2x4 wood framing and polyethylene sheeting, at least 6-mil in thickness.
  2. Separate this room from the exterior by a single flap door of 6 mil polyethylene sheeting.



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**D. Decontamination Sequence:** Take all equipment or material from the Work Area through the Equipment Decontamination Unit according to the following procedure:

1. At washdown station, thoroughly wet clean contaminated equipment or sealed polyethylene bags and pass into Wash Room.
2. When passing equipment or containers into the Wash Room, close all doorways of the Equipment Decontamination Unit, other than the doorway between the Washdown Station and the Wash Room. Keep all outside personnel clear of the Equipment Decontamination Unit.
3. Once inside the washroom, wet clean the bags and/or equipment.
4. When cleaning is complete pass items into Holding Room. Close all doorways except the doorway between the Holding room and the Clean Room.
5. Workers from the building exterior enter Holding Area and remove decontaminated equipment and/or containers for disposal.
6. Require these workers to wear full protective clothing and appropriate respiratory protection.
7. At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

### **3.3 CONSTRUCTION OF THE DECONTAMINATION UNITS:**

- A. **Walls and Ceiling:** Construct airtight walls and ceiling using polyethylene sheeting, at least 6 mil in thickness. Attach to existing building components or a temporary framework.
- B. **Floors:** Use 2 layers (minimum) of 6-mil polyethylene sheeting to cover floors in all areas of the Decontamination Units. Use only clear plastic to cover floors.
- C. **Flap Doors:** Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide. Configure so that sheeting overlaps adjacent surfaces. Weights at bottom of sheets as required so that they quickly close after being released. Put arrows on sheets to indicate direction of overlap and/or travel. Provide a minimum of six feet (6') between entrance and exit of any room. Provide a minimum of three feet (3') between doors to airlocks.
- D. **If the Decontamination area is located within an area containing friable asbestos on overhead ceilings, ducts, piping, etc.,** provide the area with a minimum 1/2 inch plywood "ceiling" with polyethylene sheeting, at least 6-mil in thickness covering the top of the "ceiling".
- E. **Visual Barrier:** Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6-mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood. Where the solid barrier is provided, sheeting need not be opaque.

- F. Alternate methods** of providing Decontamination facilities may be submitted to the Owner's Representative for approval. Do not proceed with any such method(s) without written authorization of the Owner's Representative.
- G. Electrical:** Provide sub-panel at Changing Room to accommodate all removal equipment. Power sub-panel directly from a building electrical panel.
  - 1. Connect all electrical branch circuits in Decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

### **3.4 CLEANING OF DECONTAMINATION UNITS:**

- A. Clean debris and residue** from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings. Damp wipe or hose down all surfaces after each shift change. Clean debris from shower pans on a daily basis.
- B. If the Changing Room** of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit. Use the former Changing Room as an inner section of the new Equipment Room.

### **3.5 SIGNS:**

- A. Post** an approximately 20 inch by 14 inch manufactured caution sign at each entrance to the Work Area displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

- 1. Provide signs in both English and Spanish.

- 2. **Legend:**

**DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING  
ARE REQUIRED IN THIS AREA**

- 3. Provide spacing between respective lines at least equal to the height of the respective upper line.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**B. Post an approximately 10 inch by 14 inch manufactured sign at each entrance to each Work Area displaying the following legend with letter sizes and styles of a visibility at least equal to the following:**

**1. Provide signs in both English and Spanish.**

**2. Legend**

**NO FOOD, BEVERAGES OR TOBACCO PERMITTED**

**Notation**

**3/4 inch Block**

**ALL PERSONS SHALL DON PROTECTIVE  
CLOTHING (COVERINGS) BEFORE  
ENTERING THE WORK AREA**

**3/4 inch Block**

**ALL PERSONS SHALL SHOWER IMMEDIATELY  
AFTER LEAVING WORK AREA AND BEFORE  
ENTERING THE CHANGING AREA**

**3/4 inch Block**

**END OF SECTION - 01563**

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01601 - MATERIALS AND EQUIPMENT - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A.** This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Related Sections:** The following Sections contain requirements that relate to this Section:
  - 1. The Contractor's Construction Schedule is included under Section 01043 Coordination - Asbestos Abatement.
  - 2. The Contractor's Schedule of Submittals is included under Section 01301 Submittals - Asbestos Abatement.
  - 3. The applicability of industry standards to products specified is included under Section 01097 reference standards and definitions - asbestos abatement.
  - 4. The administrative procedures for handling requests for substitutions made after award of the Contract is included under Section 01632 Substitutions - Asbestos Abatement.

**1.3 DEFINITIONS**

- A. Definitions** used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  - 3. "Foreign Products" as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

4. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
5. "Equipment" are products that may be either operational or fixed.
  - a. Operational Equipment are products with operating parts, whether motorized or manually operated, that requires temporary or permanent service connections, such as wiring or piping.
  - b. Fixed Equipment are products necessary for accomplishing the work that are used as a temporary facility during the work and removed afterward.

### **1.4 SUBMITTALS**

**Required submittals:** A general listing of products requiring submittals is included at the end of Section 01301 "Submittals." This listing may not be complete. Submittal requirements are found in each specification section. Prepare a schedule in tabular form showing each product listed. Include the manufacturer's name and proprietary product names for each item listed.

- A. **Product List:** Prepare a list showing products specified in tabular form acceptable to the Owner's representative. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
  1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.
  2. Form: Prepare product list with information on each item tabulated under the following column headings:
    - a. Related Specification Section number.
    - b. Generic name used in Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. **Owner's Representative's Action:** The Owner's Representative will respond in writing to Contractor within 2 weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Owner's representative's response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

### **1.5 QUALITY ASSURANCE**

- A. **Compatibility of Options:** When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

### **1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. **Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.**
  1. **Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.**
  2. **Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.**
  3. **Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.**
  4. **Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.**
  5. **Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.**
  6. **Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.**
  7. **Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**PART 2 - PRODUCTS**

**2.1 PRODUCT SELECTION**

- A. General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  - 1. **Standard Products:** Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures:** The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - 1. **Semi-proprietary Specification Requirements:** Where Specifications name 2 or more products or manufacturers, provide 1 of the products indicated. No substitutions will be permitted.
    - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

**PART 3 - EXECUTION**

**3.1 INSTALLATION OF PRODUCTS**

- A. Comply with manufacturer's instructions and recommendations** for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

**END OF SECTION 01601**



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01632 - SUBSTITUTIONS - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A.** This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections:** The following Sections contain requirements that relate to the Section:
- 1. Division 1 Section ☐Reference Standards and Definitions - Asbestos Abatement** specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section ☐Coordination - Asbestos Abatement** specifies requirements for submitting the Contractors Construction Schedule.
  - 3. Division 1 Section ☐Submittals - Asbestos Abatement** specifies requirements for submitting the Submittal Schedule.
  - 4. Division 1 Section ☐Materials and Equipment - Asbestos Abatement** specifies requirements governing the Contractors selection of products and product options.

**1.3 DEFINITIONS**

- A. Definitions** in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions:** Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
- 1.** Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2.** Revisions to the Contract Documents requested by the Owner or Owner's Representative.
  - 3.** Specified options of products and construction methods included in the Contract Documents.
  - 4.** The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.4 SUBMITTALS**

- A. Substitution Request Submittal:** The Owner's Representative will consider requests for substitution if received within 3 weeks prior to commencement of the Work. Requests received less than 3 weeks before commencement of the Work may be considered or rejected at the discretion of the Owner's Representative.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
  2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  3. Provide complete documentation showing compliance with the requirements for substitutions and the following information, as appropriate:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
    - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
    - d. Samples, where applicable or requested.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
    - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
  4. Owner's Representative's Action: If necessary, the Owner's Representative will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Owner's Representative will notify the Contractor of

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.

- a. Use the product specified if the Owner's Representative cannot make a decision on the use of a proposed substitute within the time allocated.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. **Conditions:** The Owner's Representative will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Owner's Representative. If the following conditions are not satisfied, the Owner's Representative will return the requests without action except to record noncompliance with these requirements.
  1. Extensive revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time.
  5. The Owner's Representative will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  6. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
  7. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Owner's Representative for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  8. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  9. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- 10.** The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  - 11.** The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B.** The Contractor's submittal and the Owner's Representative's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION 01632**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01701 - CONTRACT CLOSEOUT - ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. ~~This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:~~
1. Inspection procedures.
  2. Project record document submittal.
  3. Submittal of warranties.
  4. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

**1.3 SUBSTANTIAL COMPLETION**

- A. **Preliminary Procedures:** Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  2. Advise the Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
6. Complete final cleanup requirements, including touch up painting.
7. Touch up and otherwise repair and restore marred, exposed finishes.

**B. Inspection Procedures:** On receipt of a request for inspection, the Owner's Representative will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued. This will form the initial 'punch-list' for final acceptance.

1. The Owner's Representative will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

### **1.4 FINAL ACCEPTANCE**

**A. Preliminary Procedures:** Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Owner's Representative's final inspection list of items to be completed or corrected, endorsed and dated by the Owner's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Owner's Representative.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

**B. Reinspection Procedure:** The Owner's Representative will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner's Representative.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

1. Upon completion of reinspection, the Owner's Representative will prepare a certificate of final acceptance. If the Work is incomplete, the Owner's Representative will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

### **1.5 RECORD DOCUMENT SUBMITTALS**

- A. **General:** Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Owner's Representative's reference during normal working hours.
- B. **Record Drawings:** Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation and where ACM will be left (ex: elevator shaft, return air ducts, etc.) following abatement. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
  3. Note related change-order numbers where applicable.
  4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. **Record Specifications:** Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
  1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
  4. Upon completion of the Work, submit record Specifications to the Owner's Representative for the Owner's records.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**D. Record Product Data:** Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Owner's Representative for the Owner's records.

**E. Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Owner's Representative for the Owner's records.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### **3.1 FINAL CLEANING**

- A. General:** The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls." The cleaning in this Section is in addition to cleaning which is part of decontamination work. This section is intended to return the facility to the Owner in presentable condition.
- B. Cleaning:** Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows.
    - c. Replace chipped or broken glass and other damaged transparent materials.
    - d. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

- e. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  - f. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- C. Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
- 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

**END OF SECTION 01701**

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01711 - PROJECT DECONTAMINATION**

**PART 1 - GENERAL**

**1.1 SUMMARY:**

- A. Work of This Section** includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials (ACM) in the space.
- B. Work of This Section** includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:
  - 1. Primary and Critical Barriers erected by work of Section 01526
  - 2. Decontamination Unit erected by work of Section 01563
  - 3. Pressure Differential System installed by work of Section 01513
- C. Work of This Section** includes the cleaning and decontamination of all surfaces (ceiling, walls, floor) of the work area, and all furniture or equipment in the work area.

**1.2 RELATED DOCUMENTS:**

- A. Drawings and general provisions of the Contract**, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

**1.3 DESCRIPTION OF REQUIREMENTS:**

- A. General:** Decontamination of the Work Area following asbestos abatement.
- B. If the asbestos abatement work is on damaged or friable materials** the work is a four step procedure with two cleanings of the Primary Barrier plastic prior to its removal and two cleanings of the room surfaces to remove any new or existing contamination. Unless specifically indicated otherwise all materials are considered damaged or friable for purposes of this section.
- C. If the asbestos abatement work is on undamaged and non-friable materials** the decontamination procedure is a two step procedure with two cleanings of the Primary Barrier plastic to remove contamination, thus preventing contamination of the building when the Work Area isolation barriers are removed.
- D. In both cases** operation of the pressure differential system is used to remove airborne fibers generated by the abatement work.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**1.4 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Removal of Gross Debris** is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:
1. Section 02081 Removal of Asbestos-Containing Materials
  2. Section 02082 Removal of Asbestos-Contaminated Soil
  3. Section 09805 Encapsulation of Asbestos-Containing Materials

**1.5 SUBMITTALS:**

- A. Before Start of Work** submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for "Unrestricted Use" or "Final But Restricted Use".
1. Submit test report from an independent testing laboratory on the fire resistance rating of the assembly of the sprayback fireproofing on the lock-back sealer used.
- B. Before Start of Work** submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal has been "Received".
1. Material Safety Data Sheet: Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:
    - a. "Lock-Back", sealer.

**1.6 CLEAR AIR SAMPLING BY OWNER:**

- A. To determine** if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures.
1. Aggressive sampling procedures as described below will be followed.
  2. PCM or TEM sampling will be performed depending on quantity of material.
  3. Section 01013 "Summary of the work" will specify clearance criteria.
  4. Work area Clearance: upon meeting the Clearance requirements the work of Section 01711 Project Decontamination can continue.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.7 AGGRESSIVE SAMPLING BY THE OWNER:**

#### **A. All Air Samples will be taken using aggressive sampling techniques as follows:**

1. Before sampling pumps are started the exhaust from forced-air equipment (leaf blower with an approximately 1 horsepower (electric motor) will be swept against all walls, ceilings, floors, ledges, and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of room volume.
2. One 20 inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 6 feet above floor, directed toward ceiling and operated at low speed for the entire period of sample collection.
3. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors or vents.
4. After air sampling pumps have been shut off, fans will be shut off.
5. In work areas where dirt floor or exposed fibrous glass insulation is in the space, but outside the work area, maintain a critical barrier to prevent disturbance of these surfaces during aggressive sampling. Dirt floor crawl spaces will not be tested using Aggressive Techniques.

### **1.8 SCHEDULE OF CLEARANCE AIR SAMPLES BY OWNER:**

#### **A. Sample cassettes:** Samples will be collected on 25 mm, cassettes with a conductive extension cowl as follows:

1. **PCM:** 0.8 micrometer mixed cellulose ester.
2. **TEM:** 0.45 micrometer mixed cellulose ester or 0.40 micrometer polycarbonate, with 5.0 micron mixed cellulose ester backing filter. Laboratory preparation of PCM samples should be such that they may be analyzed by both PCM and TEM methods.

#### **B. Number and Volume of Samples:** The number and volume of air samples given in the schedules is approximate. The exact number and volume of samples collected by the Owner or Owner's Representative may vary depending upon job conditions and the analytical method used.

#### **C. Sampling sensitivity:**

1. **PCM:** Based on a limit of detection (LOD) of 7 fibers/mm<sup>2</sup> on the filter (approximately 5 fiber counted in 100 fields) and 95% confidence limit, a sample volume of sufficient size that a single sample indicates compliance with the limit values given below. A sample must be at or below the LOD to indicate that it is at or below the limit value. Note: This is

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

different from quantifying a concentration which is a stricter requirement and would need a larger sample volume.

a. Clearance samples – a limit value of 0.01 f/cc.

2. **TEM:** Analytical Sensitivity as set forth in the analytical method used or the AHERA regulation.

**D. PHASE CONTRAST MICROSCOPY:**

1. **In each Work Area** after completion of all cleaning work, a minimum of 7 samples will be taken and analyzed as follows:

Location Sampled	Number of Samples	Detection Limit (Fibers/cc)	Approx. Volume (Liters)	Rate Liters / Minute
Each Work Area	5	0.01	1,200 *	1-15
or Each Room of Work Area	1 (5 minimum)	0.01	1,200 *	1-15
Work Area Blank	1	0.01	0	open for 30 Seconds
Laboratory Blank	1	0.01	0	Do Not Open

\* Range of acceptable volume for each sample is 800 to 1,800 liters.

2. **Analysis:** Fibers on each filter will be measured using the NIOSH Method 7400 entitled "Fibers" published in the NIOSH Manual of Analytical Methods, or the OSHA Reference Method (ORM) (29 CFR 1926.1101 Appendix A).
3. **Fibers:** referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.
4. **Split Sample:** One Work Area sample will be split and both halves analyzed separately for duplicate analysis (other quality control methods may be used at Owner's Representative's discretion).
5. **Release Criteria:** Decontamination of the work site is complete when every Work Area sample is at or below the Detection Limit above. If any sample is above the Detection Limit then the decontamination is incomplete and recleaning per section 01711 Project Decontamination is required.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**E. TRANSMISSION ELECTRON MICROSCOPY:**

- A. In each Work Area** after completion of all cleaning work, a minimum of 13 samples will be taken and analyzed as follows: (Note: Outside work area samples will be analyzed on an as-needed basis.)

Location Sampled	Number of Samples	Analytical Sensitivity Struct/cc	Min. Suggested Volume (Liters) *	Rate Liters/Minute
Each Work Area	5	0.005	1,500	1-10
Outside each Work Area	5	0.005	1,500	1-10
Work Area Blank	1	0.005	0	Open for 30 Seconds
Outside Blank	1	0.005	0	Open for 30 Seconds
Laboratory Blank	1	0.005	0	Do Not Open

\*Range of acceptable volume for each sample is 1,200 to 3,000 liters.

- B. Analysis** will be performed using the analysis method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.
- C. Asbestos Structures** referred to in this Section include asbestos fibers, bundles, clusters or matrices, as defined by method of analysis.
- D. Release Criteria:** Decontamination of the work site is complete if either of the following two sets of conditions are met:
- Work Area Samples are below filter background levels
    - All Work Area sample volumes are greater than 1,200 liters for a 25 mm. sampling cassette.
    - The average concentration of asbestos of the five Work Area Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.
  - Work Area Samples are not statistically different from Outside samples

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. All sample volumes except for blanks are greater than 560 liters for a 25 mm. sampling cassette.
  - b. The average asbestos concentration of the three blanks is below the filter background level of 70 structures per square millimeter of filter area.
  - c. Average asbestos concentrations in Work Area Samples are not statistically different from Outside samples, as determined by the Z-test calculation found in 40 CFR Part 763, Subpart E, Appendix A (Z is less than or equal to 1.65)
- E. If these conditions are not met then the decontamination is incomplete, repeat the cleaning procedures of this section.
- F. **Termination of Analysis:** if the arithmetic mean (average) asbestos concentration on the blank filters exceed 70 structures per square millimeter of filter area the analysis will cease and new samples collected.

### **1.9 LABORATORY TESTING**

- A. The services of Batta Environmental Associates will be employed by the Owner to perform PCM laboratory analysis of the air samples. A microscope and technician will be set up at the job site, or samples will be sent daily by carrier or mail for next day delivery or read on site, so that verbal reports on air samples can be obtained within 24 hours.
1. A complete record, certified by the testing laboratory. Of all air monitoring tests and results will be furnished to the Owner's Representative, the Owner and the Contractor.
  2. The Contractor will have access to all air monitoring test and results.
  3. Written Reports of all air monitoring test will be posted at the job site on a daily basis.

### **1.10 TRANSMISSION ELECTRON MICROSCOPY SERVICES:**

- A. **Transmission Electron Microscopy services:** include verbal results available on weekdays within 24 hours turnaround time after they arrive in the laboratory. Weekend or Holiday analysis is available on request. Due to the cost differences of each response time, the Owner will determine which turnaround times are requested. Contractor should submit with Bid, unit cost for each day of waiting beyond that set forth here.

## **PART 2 - PRODUCTS (NOT APPLICABLE)**

## **PART 3 - EXECUTION**



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **3.1 START OF WORK:**

- A. Previous Work:** During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.
- B. Visual inspection:** Perform visual inspections of the work area along with the Project Administrator at each step of the decontamination process. Inspection procedures may be utilized from the EPA Purple Book, ASTM E 1368 standards, or a combination of the two sources, to be determined by the Owner's Representative to best meet the site conditions.
- C. Start of Work:** Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
  - 1. Primary Barrier: Two layers of polyethylene sheeting on floor, walls, and ceiling.
  - 2. Critical Barrier: An airtight barrier of 2 independent layers of polyethylene sheeting between the Work Area and other portions of the building or the outside.
  - 3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
  - 4. Decontamination Units: For personnel and equipment in operating condition.
  - 5. Pressure Differential System: In operation.

### **3.2 FIRST CLEANING:**

- A. First Cleaning:** Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.
  - 1. Remove All Filters in Air Handling System(s) and dispose of as asbestos-containing waste in accordance with requirements of Section 02084 Disposal of Regulated Asbestos-Containing Material.
  - 2. After the surfaces have passed a visual inspection verifying that all debris and residue has been removed from the sheet plastic, allow a waiting period that is long enough for the HEPA-filtered fan units operating in the work area to provide 96 air changes to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period. Maintain Pressure Differential System in operation for the entire 96 air change period.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **3.3 VISUAL INSPECTION:**

- A. After First Cleaning Perform a Complete Visual Inspection** of the entire Work Area including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any source, residue on surfaces, dust or other matter. During visual inspection sweep entire work area including walls, ceilings, ledges, floors, and other surfaces in the room with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, and if after sweeping of all surfaces with leaf blower, no debris, residue, dust or other material is found, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certification, by Project Administrator.
- B. Temporary lighting:** Provide a minimum of 100 foot candles of lighting on all surfaces in the areas to be subjected to visual inspection. Provide hand held lights providing 150 foot candles at 4 feet capable of reaching all locations in work area.
- C. Lifts:** Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

### **3.4 FINAL CLEANING:**

- A. Final Cleaning:** Carry out a final cleaning of all surfaces in the Work Area in the same manner as the previous cleaning.
- B. Contractor's Testing:** At the completion of the above cleaning visually inspect all surfaces. Re-clean if any dust, debris, etc. is found. At completion of this inspection sweep entire Work Area including walls, ceilings, ledges, floors and other surfaces in the Work Area with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). Do not direct forced air equipment at any seal in any critical barrier. If any debris or dust is found repeat the final cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced air equipment.
- C. After a visual inspection,** again wait for a period of time long enough for the HEPA-filtered fan units operating in the work area to provide 96 air changes to allow HEPA filtered fan units to clean air of airborne asbestos fibers. Use oscillating fans as necessary to assure circulation of air in all parts of Work Areas during this period. Maintain Pressure Differential System in operation for the entire 96 air change period.

### **3.5 LOCK-BACK:**

- A. Encapsulation of substrate:** Perform encapsulation of substrate or installation of spray-applied finishes or fireproofing, where required, before Removal of Work Area Isolation as specified below. Maintain Pressure Differential System in operation during encapsulation work.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.6 AGGRESSIVE SAMPLING BY THE CONTRACTOR'S REPRESENTATIVE:**

**A. All Air Samples will be taken using aggressive sampling techniques as follows:**

1. Before sampling pumps are started the exhaust from forced-air equipment (leaf blower with an approximately 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of room volume.
2. One 20 inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 6 feet above floor, directed toward ceiling and operated at low speed for the entire period of sample collection.
3. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors or vents.
4. After air sampling pumps have been shut off, fans will be shut off.
5. In work areas where a dirt floor or exposed fibrous glass insulation is in the space, but outside the work area, maintain a critical barrier to prevent disturbance of these surfaces during aggressive sampling.

**3.7 CLEARANCE AIR SAMPLING:**

**A. Phase Contrast Microscopy (PCM):** For removal of quantities of ACM <160 SF or <260 LF, after the Work Area is found to be visually clean, air samples will be taken and analyzed by the Owner's Representative in accordance with the procedure for Phase Contrast Microscopy set forth in Part 1 of this section.

1. If Release Criteria are not met, repeat Final Cleaning and continue decontamination procedure from that point.
2. If Release Criteria are met remove work area isolation in accordance with requirements of this section.

**A. Transmission Electron Microscopy (TEM):** For removal of quantities of ACM > 160 SF or > 260 LF, after the work area is found to be visually clean, TEM air samples will be collected and analyzed by the Owner's Representative in accordance with the procedure for Transmission Electron Microscopy set forth in Part 1 of this section:

1. If Release Criteria are not met, repeat Final Cleaning and continue Decontamination procedure from that point.
2. If Release Criteria are met, remove work area isolation in accordance with requirements of this section.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.8 REMOVAL OF WORK AREA ISOLATION:**

**A. After all requirements of this section have been met:**

1. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6-mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
2. Remove Personnel Decontamination Unit.
3. Remove the Critical Barriers separating the Work Area from the rest of the building. Remove any small quantities of residual material found upon removal of the plastic sheeting with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Section 01712 Cleaning & Decontamination Procedures.
4. Remove all equipment, materials, debris from the work site.
5. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Regulated Asbestos Containing Material.

**3.9 SUBSTANTIAL COMPLETION OF ABATEMENT WORK:**

**A. Asbestos Abatement Work is Substantially Complete** upon meeting the requirements of this section including submission of:

1. Certificate of Visual Inspection
2. Receipts Documenting proper disposal as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.
3. Punch list detailing repairs to be made and incomplete items.

**3.10 CERTIFICATE OF VISUAL INSPECTION:**

- A. Following this section is a "Certificate of Visual Inspection".** This certification is to be completed by the Contractor and certified by the Project Administrator. Submit completed Certificate with Application for Final Payment. Final payment will not be made until this Certification is executed.

**END OF SECTION - 01711**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**CERTIFICATION OF FINAL VISUAL AND ACCEPTANCE INSPECTION**

**JOB NAME:** \_\_\_\_\_

**BEA NO.:** \_\_\_\_\_

**WORK AREA:** \_\_\_\_\_

**CONTRACTOR'S SUPERVISOR CERTIFICATION**

In accordance with section 01711 "Project Decontamination", the Contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination units, sheet plastic, etc) and has found no dust, debris, or residue.

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

Printed Name \_\_\_\_\_

Field Superintendent

Firm Name \_\_\_\_\_

**ENVIRONMENTAL FIELD TECHNICIANS CERTIFICATION**

The Environmental Field Technician hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough, and to the best of his knowledge, and belief, the contractors certifications above is a true and honest one.

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

Printed Name \_\_\_\_\_

Field Technician

Batta Environmental Associates, Inc.

**PROJECT DESIGNER CERTIFICATION**

The Project Designer hereby certifies that he has accompanied the contractor on his visual inspection and verifies that this inspection has been thorough and to the best of his knowledge and belief, the contractors certification above is a true and honest one.

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

Printed Name \_\_\_\_\_

Project Designer

Batta Environmental Associates, Inc.

**BUILDING OWNER'S CERTIFICATION**

The Building Owner or Owner's Representative hereby certifies that he/she has accompanied the project designer on a final walk through inspection, and, to the best of their knowledge, is satisfied that the contractor has fulfilled his contractual obligations. All discrepancies identified at this time have been noted in pre-existing conditions, or post tear down inspections throughout the project.

BY: (Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

Printed Name \_\_\_\_\_

BLANK

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 01712 - CLEANING AND DECONTAMINATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to work of this section.**

**1.2 DESCRIPTION OF THE WORK:**

- A. The work includes that listed on Section 01013 of this specification, as shown on the drawings**

**PART 2 PRODUCTS (NOT APPLICABLE)**

**PART 3 EXECUTION**

**3.1 GENERAL:**

- A. Complete the following before start of work of this section:**
  - 1. 01527 Regulated Areas**
  - 2. 01560 Worker Protection-Asbestos Abatement**
  - 3. 01561 Worker Protection-Repair and Maintenance**
  - 4. 01562 Respiratory Protection**

**3.2 WET CLEANING:**

- A. Accomplish wet cleaning during decontamination with paper towels or disposable rags:**
- B. Immerse paper towel or rag in container of amended water or dilute removal encapsulant.**
- C. Wring out,**
- D. Fold into quarters,**
- E. Wipe surface once and refold to a fresh face of cloth. Proceed in this manner until all available faces of paper towel or rag have been used.**
- F. Dispose of paper towel or rag,**
- G. Do not place rag back in container to rinse out or for any other purpose. If a used towel or rag comes in contact with water, empty container and refill.**
- H. Material adhered to a surface with removal encapsulate may require the application of additional removal encapsulate to facilitate cleaning.**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.3 REMOVAL OF ASBESTOS-CONTAINING DEBRIS**

- A. Work of this Section** includes that listed in section 01013 of this section.
- B. Remove asbestos-containing debris and decontaminate the area involved using the following sequence:**
1. Shut down all ventilation into room.
  2. Seal entry to work area with 6 mil polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.
  3. Start HEPA vacuum before entering the area.
  4. Use the HEPA vacuum to clean a path at least 6 feet wide from the entry point of the work area to the site of the fallen material.
  5. Remove all small debris with the HEPA vacuum.
  6. HEPA vacuum surfaces of all pieces too large to be removed by the suction of the HEPA vacuum.
  7. Pick up such pieces and place in the bottom of a 6-mil polyethylene disposal bag conforming to the requirements of Section 02084 Disposal of Regulated Asbestos-Containing Material. Place pieces in the bag without dropping and avoiding unnecessary disturbance and release of material.
  8. Remove all remaining visible debris with HEPA vacuum.
  9. HEPA vacuum an area 3 feet beyond the location in which any visible debris was found in two directions each at right angles to the other.
  10. Place a 6-mil polyethylene drop cloth in accordance with Section 01527, Local Area Protection, immediately on top of the HEPA vacuumed area before performing any repair work on site from which fall-out occurred.
  11. HEPA vacuum the site from which material fell removing all loose material which can be removed by the vacuums suction.
  12. Repair or remove remaining material.
  13. HEPA vacuum ladder and/or any tools used and pass out of the work area.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- C. HEPA vacuum all surfaces** in the room starting at the top of wall and working downward to the floor. Then start at corner of floor farthest from Work Area entrance and work towards entrance.
  - 1. HEPA vacuum the floor** using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16 inch of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one-half the width of the floor attachment. At the completion of one cleaning vacuum the floor a second time at right angles to the first.
- D. Secure area from occupancy** until air monitoring results per Section 01714 Project Decontamination indicate that area is safe for re-occupancy.

**3.4 CLEANING AND DECONTAMINATING OBJECTS**

- A. Perform all work of decontaminating objects** wherever possible on a plastic drop sheet installed in conformance with Section 01527. (Local exhaust system must be established prior to any cleaning.)
- B. HEPA vacuum all surfaces** of object and immediate area before moving the object.
- C. Pick-up object**, if possible, and HEPA vacuum all surfaces.
- D. Hand to off-sheet worker** who will wet-clean object, if possible, and place in storage location.
- E. Decontaminate area** where object was located by HEPA vacuuming twice, in two perpendicular directions. Wet clean if necessary to remove any debris.
- F. Return object** to its original location.

**3.5 DECONTAMINATION OF ROOMS:**

- A. Shut down all ventilation into space.**
- B. Seal entry to Work Area** with 6 mil polyethylene. Slit polyethylene for entry. Install a flap to cover the slit automatically; tape slit closed after entry.
- C. Install Differential Pressure System** in accordance with Section 01513.
- D. HEPA vacuum all surfaces** in the room starting at the ceiling, then top of wall and working downward to the floor.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- E. HEPA vacuum the floor** using a floor attachment with rubber floor seals and adjustable floor to attachment height. Adjust the height so that the rubber seals just touch the floor if carpeted and are within 1/16 inch of hard surface floors. Vacuum the floor in parallel passes with each pass overlapping the previous by one half the width of the floor attachment. At the completion of one cleaning, vacuum the floor a second time at right angles to the first.
- F. Operate HEPA filtered fan unit** in space for 96 air changes minimum.
- G. At completion of Decontamination Work** workers decontaminate in accordance with Section 01561 Worker Protection - Repair and Maintenance.
- H. Secure area from occupancy** until air monitoring results per Section 01714 Work Area Clearance indicate area is safe for re-occupancy.

**END OF SECTION - 01712**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 02061 - BUILDING COMPONENT DEMOLITION-ASBESTOS ABATEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.**

**1.2 DESCRIPTION OF THE WORK**

- A. The work of this Section includes the demolition of buildings and installations where asbestos containing materials are present.**

**1.3 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Work to be completed prior to start of the work of this section are set forth in the following sections:**
  - 1. 01560 Worker Protection - Asbestos abatement**
  - 2. 01562 Respiratory Protection**
  - 3. 01563 Decontamination Units**
- B. Section 02084 Disposal of Regulated Asbestos-Containing Material describes the handling and disposal of asbestos-containing waste.**
- C. Section 02086 Hazardous Waste Management describes the management and disposal of hazardous waste such as PCB Ballasts, fluorescent light tubes, and mercury containing thermostats encountered during the work of this section.**

**1.4 SUBMITTALS:**

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative action stamp indicating that the submittal is returned for unrestricted use.**
  - 1. Surfactant: Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.**
  - 2. Removal Encapsulant: Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. **NESHAP Certification:** Submit certification from manufacturer of surfactant or removal encapsulate that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet asbestos-containing materials (ACM) to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M).
- B. **Before Start of Work** submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative action stamp indicating that the submittal has been "Received - Not Reviewed".
  1. **Material Safety Data Sheet:** Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:
    - a. Surfactants.
    - b. Encapsulates.

## **PART 2 - PRODUCTS:**

### **2.1 MATERIALS**

- A. **Wetting Materials:** For wetting prior to disturbance of ACM use either amended water or a removal encapsulate:
- B. **Amended Water:** Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons of water.
- C. **Removal Encapsulant:** Provide a penetrating type encapsulant designed specifically for removal of ACM. Use a material which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons of water.
- D. **Polyethylene Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams, 6-mil thick frosted, or black as indicated.
- E. **Flame Resistant Polyethylene Sheet:** Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6-mil thick, frosted or black as indicated.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- F. Reinforced Polyethylene Sheet:** Where plastic sheet is the only separation between the Work Area and building exterior, provide translucent, nylon reinforced, laminated, flame resistant, polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6-mil thick, frosted or black as indicated.
- G. Duct Tape:** Provide duct tape in 2 inch or 3 inch widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- H. Spray Cement:** Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.

### **PART 3 - EXECUTION**

#### **3.1 WORKER PROTECTION:**

- A. Before beginning work** with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

#### **3.2 REMOVAL OF ARCHITECTURAL FINISHES, FIREPROOFING, AND THERMAL SYSTEM INSULATION:**

- A. Isolate Work Area:** from the building exterior and other portions of the building. Where existing walls, doors, windows, or other such closure is missing, seal openings with polyethylene sheet at least 6-mil in thickness, mechanically fastened in place and sealed with duct tape or spray glue. Seal broken windows or other openings to the building exterior with nylon-reinforced plastic.
- B. Drop Cloth:** Install a drop cloth consisting of clear 6-mil sheet plastic in any area where asbestos removal work is to be carried out.
- C. Adequately wet:** ACM to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of water, amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for water, amended water or removal encapsulant to penetrate material thoroughly. If water or amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulate is used, apply in strict accordance with manufacturer's instructions. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of water, amended water or removal encapsulant, or where necessary, carefully strip away while simultaneously wetting the installation to minimize dispersal of asbestos fibers into the air.
- D. Remove Saturated ACM** in small sections from all areas. Scrape materials from substrate and remove residue using nylon bristled hand brush or high pressure washer. Remove materials in manageable quantities and control the descent to staging or floor below. If height is over 20' use drop chute to contain material during descent. If using water or amended water spray mist

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

continuously during work process. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Seal bags, clean outside and move to washdown station adjacent to Material Decontamination Unit.

- E. At Completion of Removal Work:** Clean all surfaces in the removal area by wet wiping, HEPA vacuuming or washing down with hoses. Clean from top down. At Contractor's option a proportional feed nozzle may be used to add a surfactant to the water. Collect any water runoff and filter through a dual filtration system. Provide first filter that removes fibers 20 microns and larger, and a final filter that removes all fibers 5 microns and larger.
- F. Visual Inspection:** Visually inspect work area for debris. If any visible debris is noted, clean all surfaces in the Work Area again. Continue this procedure until no visible debris is found in the Work Area.
- G. Final Air Testing:** If the Work Area is to remain unoccupied prior to demolition or be occupied only by workers wearing the proper respiratory protection then final air testing is unnecessary. If the area is to be occupied prior to demolition clear the Work Area in accordance with requirements of section 01711 Project Decontamination.

### **3.3 HAZARDOUS WASTE MANAGEMENT AND DISPOSAL.**

- A. Manage and dispose of hazardous waste** such as PCB ballasts, fluorescent light tubes, and mercury thermostats in accordance with the requirements of Section 02086 - Hazardous Waste Management.
- B. Do not mix potentially hazardous waste streams.** Where feasible, separate each type of hazardous waste from other types of hazardous wastes, from asbestos waste and from construction waste.
- C. Segregate, package, label, transport and dispose of Hazardous Waste** in accordance with DOT, EPA, State and Local regulations.

### **3.4 DISPOSAL OF WASTE:**

- A. Pack:** All asbestos-containing or contaminated waste material in bags marked as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.

### **3.5 REMOVAL OF COMPLETE SYSTEMS:**

- A. Before Starting Work of This Section:** Complete the work set forth in the following specification sections:
  - 1. Section 01527 Local Area Protection
  - 2. Section 01560 Worker Protection - Asbestos Abatement

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. Section 01561 Worker Protection - Repair and Maintenance
  4. Section 01562 Respiratory Protection
- B.** Completely seal all components to be removed in 6-mil polyethylene sheet sealed with duct tape. Candy stripe surface of plastic as reinforcement. Wrap large items such as boilers, tanks, and converters with nylon reinforced sheet plastic. Install sheet plastic to allow cutting of components into sections where this is necessary for the work.
- C.** Remove ACM where necessary to allow the cutting components into sections using the procedures set forth in Section 01529 "Mini Enclosures and Glovebags" of these Specifications.
- D.** Remove Components: In largest sections possible.

**END OF SECTION - 02061**

BLANK



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 02063 - REMOVAL OF ASBESTOS CONTAMINATED MATERIALS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.**

**1.2 SUMMARY OF WORK:**

- A. Work of this section includes removal and disposal of all non-Asbestos-Containing Material including but not limited to:**
  - 1. Ceiling system and supports**
  - 2. Removal of all carpeting from within the work area**

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Unlabeled Clear Bags:** Provide clear 6-mil thick leak-tight polyethylene bags with no label.
- B. Disposal Bags:** Provide disposal bags as described in Section 02084 "Disposal of Regulated Asbestos-Containing Material"

**PART 3 - EXECUTION**

**3.1 SEQUENCE**

- A. Before beginning work of this section comply with the following sections as they apply:**
  - 1. 01503 Temporary Facilities - Asbestos Abatement**
  - 2. 01513 Temporary Pressure Differential and Air Circulation System**
  - 3. 01563 Decontamination Units**
  - 4. 01526 Temporary Enclosures**
  - 5. 01560 Worker Protection - Asbestos Abatement**
  - 6. 01562 Respiratory Protection**
  - 7. 01527 Regulated Areas**
  - 8. 01529 Mini Enclosures and Glovebags**
  - 9. 01561 Worker Protection - Repair & Maintenance**
  - 10. 01562 Respiratory Protection**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **3.2 CEILING SYSTEM:**

- A. ACM Contaminated Non-Asbestos Ceiling Tiles:** Remove sufficient ceiling tiles to gain access to top of ceiling system. Mist top of tiles with amended water. Wet sufficiently to soak debris thoroughly, but not cause dripping. Remove ceiling tiles and dispose of tiles as asbestos waste.
- B. Support System:**
  - 1. **If Removing System:** Remove hangers, tracks, T-bars, etc. Decontaminate in Wash Down Station and wrap in clear 6-mil sheet plastic. Dispose of as non-asbestos waste.
  - 2. **If System is to remain:** HEPA vacuum all components and wet wipe all surfaces. Encapsulate with an approved encapsulant following visual inspection and approval of Owner's Representative.

### **3.3 CARPETING:**

- A. Deface carpeting** with a contrasting spray paint before the work. Coat lightly enough that wetting will not be retarded.
- B. Thoroughly wet asbestos-contaminated carpeting** to be removed to reduce fiber dispersal into the air. Wet carpet prior to cutting, rolling or any other activity that could disturb dust in or under the carpet. Accomplish wetting by a fine spray (mist) of amended water or encapsulant. Saturate material completely without causing excess dripping. Allow time for water or encapsulant to penetrate material thoroughly. Spray material repeatedly during the work process to maintain a continuously wet condition. Spraying amended water or encapsulant on carpeting during cutting or rolling to minimize dispersal of asbestos fibers into the air.
- C. Cut seams in the carpeting and roll up** into rolls of carpeting that are no wider than factory width of carpeting. Roll or fold padding as necessary. Remove dust and debris from floor after removal of carpeting and padding by HEPA vacuuming followed by wet wiping.
  - 1. Wrap the rolled carpeting in two layers of 6-mil sheet plastic. Label and dispose of in accordance with requirements of specification section on "Disposal of Regulated Asbestos-Containing Waste."

### **3.4 AIRBORNE FIBER LEVELS:**

- A. Airborne Fiber Levels:** Maintain airborne fiber levels less than the "Stop Action Levels" set forth in Section 01013 "Summary of Work - Asbestos Abatement."

**END OF SECTION - 02063**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 02081 - REMOVAL OF ASBESTOS-CONTAINING MATERIALS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.**

**1.2 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Worker Protection** requirements are set forth in Section 01560 Worker Protection - Asbestos abatement.
- B. Installation of Critical and Primary Barriers, and Work Area Isolation Procedures** are set forth in Section 01526 Temporary Enclosures.
- C. Project Decontamination** procedures after removal of the Secondary Barrier are specified in Section 01711 Project Decontamination.
- D. Disposal of asbestos-containing waste** is specified in Section 02084 Disposal of Regulated Asbestos-Containing Material.

**1.3 SUBMITTALS:**

- A. Before Start of Work:** Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.
  - 1. Surfactant:** Submit product data, use instructions and recommendations from manufacturer of surfactant intended for use. Include data substantiating that material complies with requirements.
  - 2. Removal Encapsulant:** Submit product data, use instructions and recommendations from manufacturer of removal encapsulant intended for use. Include data substantiating that material complies with requirements.
  - 3. NESHAP Certification:** Submit certification from manufacturer of surfactant or removal encapsulant that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will wet Asbestos-Containing Materials (ACM) to which it is applied as required by the National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M).
- B. Before Start of Work** submit the following to the Owner's Representative for review.
  - 1. Material Safety Data Sheet:** Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for the following:

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. Surfactants.
- b. Encapsulants.
- c. Solvents.

## **PART 2 - PRODUCTS:**

### **2.1 MATERIALS**

- A. **Wetting Materials:** For wetting prior to disturbance of ACM use either amended water or a removal encapsulant:
- B. **Amended Water:** Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons of water.
- C. **Removal Encapsulant:** Provide a penetrating type encapsulant designed specifically for removal of ACM. Use a material which results in wetting of the ACM and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of a mixture of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether in five gallons of water.
- D. **Polyethylene Sheet:** A single polyethylene film in the largest sheet size practicable to minimize seams, 6-mil thick clear, frosted, or black as indicated.
- E. **Flame Resistant Polyethylene Sheet:** Provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6.0 mil thick frosted or black as indicated.
- F. **Duct Tape:** Provide duct tape in 2 inch or 3 inch widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.
- G. **Spray Cement:** Provide spray adhesive in aerosol cans that is specifically formulated to stick tenaciously to sheet polyethylene.
- H. **Disposal Bags:** Provide 6-mil thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Regulated Asbestos Containing Material.
- I. **Fiberboard Drums:** Provide heavy duty leak tight fiberboard drums with tight sealing locking metal tops.
- K. **Paper board Boxes:** Provide heavy duty corrugated paper board boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.
- L. **Felt:** Standard felt approximately 1/16 inch thick and 36 inches to 72 inches in width.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **PART 3 - EXECUTION**

#### **3.1 SECONDARY BARRIER:**

- A. Secondary Barrier:** Over the Primary Barrier, install as a drop cloth a clear 6-mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Where the work is within 10 feet of a wall extend the Secondary Barrier up wall to ceiling. Support sheet plastic on wall with duct tape, seal top of Secondary plastic to Primary Barrier with duct tape so that debris is unable to get behind it. Provide cross strips of duct tape at wall support as necessary to support sheet plastic and prevent its falling during removal operations.
- 1. Install Secondary Barrier** at the beginning of each work shift. Install only sufficient plastic for work of that shift.
  - 2. Remove Secondary Barrier** at end of each work shift or as work in an area is completed. Fold plastic toward center of sheet and pack in disposal bags. Keep material on sheet continuously wet until bagged.
  - 3. Install Walkways** of black 6-mil plastic between active removal areas and decontamination units to protect Primary Layer from tracked material. Install walkways at the beginning of, and remove at the end of, each work shift.

#### **3.2 WORKER PROTECTION:**

- A. Before beginning work** with any material for which a Material Safety Data Sheet has been submitted provide workers with the required protective equipment. Require that appropriate protective equipment be used at all times.

#### **3.3 WET REMOVAL:**

- A. Thoroughly wet** to satisfaction of Owner's Representative ACM to be removed prior to stripping and/or tooling to reduce fiber dispersal into the air. Accomplish wetting by a fine spray (mist) of amended water or removal encapsulant. Saturate material sufficiently to wet to the substrate without causing excess dripping. Allow time for amended water or removal encapsulant to penetrate material thoroughly. If amended water is used, spray material repeatedly during the work process to maintain a continuously wet condition. If a removal encapsulant is used, apply in strict accordance with manufacturer's written instructions. Perforate outer covering of any installation which has been painted and/or jacketed in order to allow penetration of amended water or removal encapsulant, or use injection equipment to wet material under the covering. Where necessary, carefully strip away while simultaneously spraying amended water or removal encapsulant on the installation to minimize dispersal of asbestos fibers into the air.
- 1. Mist work area continuously** with amended water whenever necessary to reduce airborne fiber levels.
  - 2. Remove saturated ACM** in small sections from all areas. Do not allow material to dry out. As it is removed, simultaneously pack material while still wet into disposal bags. Twist neck of bags, bend over and seal with minimum three wraps of duct tape

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

(gooseneck). Clean outside and move to Wash Down Station adjacent to Material Decontamination Unit.

3. **Evacuate air from disposal bags** with a HEPA filtered vacuum cleaner before sealing bags containing Amosite Asbestos.
- B. Fireproofing or Architectural Finish:** Spray asbestos-containing fireproofing or architectural acoustic finish with a fine mist of amended water or removal encapsulant. Allow time for amended water or removal encapsulant to saturate materials to substrate. Do not over-saturate to cause excess dripping. Scrape materials from substrate. Remove materials in manageable quantities and control the descent to staging or floor below, if over 20 feet use drop chute to contain material during descent. If using amended water, spray mist surface continuously during work process. If using removal encapsulant follow manufacturer's written instructions. Remove residue remaining on scratch coat after scraping using stiff nylon bristled hand brush. Use high pressure washer only with written authorization of Owner's Representative. If a removal encapsulant is used remove residue completely before encapsulant dries. If substrate dries before complete removal of residue re-wet with amended water or removal encapsulant.
- C. Pipe Insulation:** Spray with a mist of amended water or removal encapsulant. Allow amended water or removal encapsulant to saturate material to substrate. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cut bands holding preformed pipe insulation, slit jackets at seams, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks and hand place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with stiff bristle nylon hand brush. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6" from the point where it contacts the asbestos-containing insulation.

### **3.4 DRY REMOVAL:**

- A. Dry Removal:** of ACM is required in areas where wetting may create a hazard for workers (Such as Electrical equipment that must remain active, or work areas below 32 degrees F) or damage equipment or finishes.
1. Specific areas requiring dry removal will be specified in section 01013.
- B. Isolate dry removal area** from balance of Work Area by a Critical Barrier as described in Section 01526 Temporary Enclosures and a pressure differential between the dry removal area and Work Area as described in Section 01513 Pressure Differential System.
- C. EPA Authorization:** Do not begin dry removal work until authorized in writing by the EPA NESHAP coordinator and the Owner's Representative.
- D. OSHA Notification:** Do not begin dry removal work until notification to OSHA required by 29 CFR 1926.1101(g)(4)(6) is made.
- E. Active Electrical Equipment:** Do not wet materials in the vicinity of active electrical equipment. Dry remove any ACM in the vicinity of active electrical equipment.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

1. **Restrict Access:** Maintain existing access restrictions to areas with active electrical equipment. Allow access to area only to qualified trades persons with prior experience in the installation and repair of involved equipment.
  2. **Warning Signs:** Post warning signs at the entry point to active electrical equipment as required by OSHA or other applicable regulation.
  3. **Personnel:** Work on active electrical equipment is to be performed by qualified trades persons with prior experience in the installation or repair of the involved equipment. Restrict access to electrical equipment.
  4. **Electrical Isolation:** Cover exposed conductors with a minimum 1/8 inch thick neoprene blanket draped over the conductor and surrounding area.
  5. **Protective Equipment:** Provide workers working on or in the vicinity of active electrical with appropriate protective equipment including insulating gloves, boots, and nonconductive tools.
  6. **Work Procedures:** Perform removal work using "Localized Control of Material Release" and "Local Ventilation and Collection System" procedures described below.
- F. Hot Equipment:** Do not wet materials on hot piping and equipment. Dry remove any ACM on hot equipment.
1. **Restrict access:** Maintain any existing access restrictions to areas with hot equipment. Provide railing or other barriers to prevent accidental contact with hot equipment. Allow access to area only to qualified trades persons with prior experience with the type of equipment involved.
  2. **Warning Signs:** Post warning signs at hot equipment as required by OSHA or other applicable regulation.
  3. **Personnel:** Work on hot equipment is to be performed by qualified trades persons with prior experience with the type of equipment involved. Restrict access to electrical equipment.
  4. **Re-insulation:** Re-insulate equipment immediately following visual inspection. Do not allow more than 8 linear feet of piping to be exposed at any time.
  5. **Protective Equipment:** Provide workers working on or in the vicinity of hot equipment with appropriate protective equipment including insulating gloves, boots, and coveralls.
  6. **Work Procedures:** Perform removal work using "Localized Control of Material Release" and "Local Ventilation and Collection System" procedures described below.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.5 LOCALIZED CONTROL OF MATERIAL RELEASE:**

- A. Pipe Insulation:** HEPA vacuum surface of pipe insulation. Cut bands holding preformed pipe insulation, slit jackets at seams while holding HEPA vacuum under cut, remove and hand-place in a disposal bag. Remove job-molded fitting insulation in chunks, using nozzle of HEPA vacuum to collect debris generated, and hand-place in a disposal bag. Do not drop to floor. Remove any residue on pipe or fitting with nylon brush. Brushing toward the nozzle of a HEPA vacuum. In locations where pipe fitting insulation is removed from pipe with straight runs insulated with fibrous glass or other non-asbestos-containing fibrous material, remove fibrous material 6 inches from the point where it contacts the asbestos-containing insulation. Use a two worker crew for work, with one worker removing material and one worker holding the nozzle of a HEPA vacuum in the location of disturbance.
- B. Material sprayed on wire lath:** Hold the flex duct inlet from an operating HEPA filtered air filtration device in the immediate vicinity of and below the work while cutting the wire lath or otherwise disturbing the ACM. Use a two-worker crew for cutting, with one worker cutting and one worker holding the HEPA filtration device flex duct inlet.

**3.6 LOCAL VENTILATION AND COLLECTION SYSTEM:**

- A. Provide local ventilation and collection systems** as described below for each area where amosite or dry ACM is being removed or otherwise disturbed:
  - 1. Provide HEPA filtered fan units in addition** to those required by section 01513, in the vicinity of the work. Arrange so that the units exhaust into the Work Area oriented in a direction away from the work. Extend a 12 inch diameter flexible non-collapsing duct from the intake end to a point no more than 4 feet from any scraping or nylon brushing activity.
  - 2. Locate intake of duct** so that air flow is horizontally and slightly downward into intake. Replace primary filters on HEPA filtered fan units at an interval of no greater than 30 minutes. Allow no more than one scraping or nylon brushing activity per fan unit.

**3.7 HAZARDOUS WASTE MANAGEMENT AND DISPOSAL**

- A. Manage and dispose of hazardous waste** such as PCB ballasts, fluorescent light tubes, and mercury thermostats in accordance with the requirements of Section 02086 – Hazardous Waste Management.
- B. Do not mix potentially hazardous waste streams.** Where feasible, separate each type of hazardous waste from other types of hazardous wastes, from asbestos waste and from construction waste.
- C. Segregate, package, label, transport and dispose of Hazardous Waste** in accordance with DOT, EPA, State and Local regulations.

**END OF SECTION - 02081**



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 02084 - DISPOSAL OF REGULATED ASBESTOS-CONTAINING MATERIAL**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.**

**1.2 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Worker protection requirements are set forth in Sections 01560 Worker Protection - Asbestos abatement**
- B. Section 01092 Codes, Regulations and Standards - Asbestos Abatement describes applicable federal, state and local regulations.**

**1.3 DESCRIPTION OF THE WORK:**

- A. This section describes the disposal of Regulated Asbestos-Containing Materials (RACM). Disposal includes packaging of Regulated Asbestos-Containing Materials. Disposal may be accomplished either by land filling or converting Regulated Asbestos Containing Materials to non-Asbestos waste.**

**1.4 SUBMITTALS:**

- A. Before Start of Work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative action stamp indicating that the submittal is returned for unrestricted use.**
  - 1. Copy of state or local license for waste hauler.**
  - 2. Name and address of landfill where Regulated Asbestos Containing Materials are to be buried. Include contact person and telephone number.**
- B. On a weekly basis submit copies of all manifests and disposal site receipts to Owner's Representative.**
- C. Waste Shipment Record: Maintain a waste shipment record as required by the NESHAP regulation which indicates the waste generator, transporter, and disposal site, and which describes the nature, size, type of container, and form of asbestos waste. Submit to Owner's Representative within 35 days of departure from building.**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**PART 2 - PRODUCTS:**

**2.1 MATERIALS**

- A. Disposal Bags:** Provide 6-mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

- 1. First Label:** Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
BREATHING AIRBORNE FIBERS IS  
HAZARDOUS TO YOUR HEALTH**

- 2. Second Label:** Provide in accordance with U. S. Department of Transportation regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances

**RQ-ASBESTOS WASTE  
CLASS 9  
NA2212-PG III**

- 3. Third Label:** Provide the name of the waste generator (Owner's name), the location from which the waste was generated and the names and addresses of the contractor and transporter. This label must be durable, able to repel dirt and moisture (e.g., permanent marker). Label must be placed directly on disposal bag(s) in a legible format. **Peel and stick type labels are expressly prohibited.**

**PART 3 - EXECUTION**

**3.1 SEQUENCE**

- A. Comply with the following sections during all phases of this work:**

- 1. Section 01560 Worker Protection - Asbestos Abatement**
- 2. Section 01562 Respiratory Protection**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.2 GENERAL:**

- A. All waste is to be hauled by a waste hauler with all required licenses from all state and local authority with jurisdiction.**
- B. Liquid waste: Mix all liquid asbestos-containing waste or asbestos contaminated waste with a bladeable material so that it forms a bladeable (non-liquid) form, and have the concurrence of the landfill operator prior to disposal.**
- C. Load all adequately wetted Regulated Asbestos-Containing Material in disposal bags or leak-tight containers. All materials are to be contained in one of the following**
  - 1. Two 6-mil disposal bags or**
  - 2. Two 6-mil disposal bags and a fiberboard drum, make sure any other labels such as company names or product load's are covered or removed before drums are brought on site.**
- D. Protect interior of truck or dumpster with Critical and Primary Barriers as described in Section 01526 Temporary Enclosures.**
- E. Carefully load containerized waste in fully enclosed dumpsters, trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.**
- F. Warning Signs: During loading and unloading mark dumpsters, receptacles and vehicles with a sign complying with requirements of the EPA NESHAP regulation (40 CFR Part 61), in a manner and location that a person can read the following legend:**

**DANGER**  
**ASBESTOS DUST HAZARD**  
**CANCER AND LUNG DISEASE HAZARD**  
**Authorized Personnel Only**
- G. Do not store containerized materials outside of the Work Area. Take containers from the Work Area directly to a sealed truck or dumpster.**
- H. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as Regulated Asbestos-Containing Material and dispose of in accordance with this specification. Insure any other labels such as company names or product logo's are covered or removed before drums are brought on site.**
- I. Advise the landfill operator or processor, at least ten days in advance of transport, of the quantity of material to be delivered.**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- J. At disposal site unload containerized waste:**
  - 1. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, return to work site for rebagging. Clean entire truck and contents using procedures set forth in section 01711 Project Decontamination.**
- K. Retain receipts from landfill or processor for materials disposed of.**
- L. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.**

**END OF SECTION - 02084**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 02085 - RESILIENT FLOORING REMOVAL  
RESILIENT FLOOR COVERING MANUFACTURERS' RECOMMENDED WORK PRACTICES:  
PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.**
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and the following Division 1 Specification Sections, may apply to this Section.**
  - 1. Section 01013 - Summary of the Work - Asbestos Abatement
  - 2. Section 01028 - Application for Payment - Asbestos Abatement
  - 3. Section 01701 - Contract Closeout - Asbestos Abatement
- C. Work described by this section relates to work practices as currently set forth in "Recommended Work Practices for the Removal of Resilient Floor Coverings" revised August, 1995, published by:**
  - 1. Resilient Floor Covering Institute  
966 Hungerford Drive  
Suite 12-B  
Rockville, MD 20850
  - 2. Armstrong World Industries, Inc.  
P.O. Box 3001  
Lancaster, PA 17604

**1.2 SUMMARY**

- A. This Section includes work practices for removal of resilient floor covering materials which are "intact" and are likely to remain intact during the removal, and can be removed under a negative exposure assessment in compliance with the OSHA standard by appropriately trained workers using the Recommended Work Practices.**
- B. Related Sections: The following Sections contain requirements that relate to this Section:**
  - 1. **Division 2 Section 02084 "Disposal of Regulated Asbestos-Containing Material" for disposal of friable asbestos-containing waste. Note that resilient floor covering is defined by the EPA NESHAP regulation as Category 1 non-friable ACM and as such is not covered by Section 02084. Resilient floor covering materials should be disposed of in accordance with any applicable state and local regulations.**

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.3 DEFINITIONS**

- A. Compliant Work Practices:** Work practices for the removal of flooring material which OSHA has determined will consistently result in exposures below the TWA and excursion limit established by 29 CFR 1926.1101. Recommended Work Practices described in this Section have been recognized by OSHA as Compliant Work Practices.
- B. Recommended Work Practices:** "Recommended Work Practices for the Removal of Resilient Floor Coverings" revised August, 1995, published by the Resilient Floor Covering Institute (RFCI) and Armstrong World Industries, Inc.
- C. Friable:** Material that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- D. Intact:** means that ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix. The incidental breakage of flooring materials, or slicing of sheet vinyl floor covering with a sharp edged instrument, during removal operations conducted in accordance with the Recommended Work Practices does not mean that the materials are not removed in an intact conditions. Intact resilient floor covering materials will be rendered friable if subjected to sanding, sawing or other aggressive operations.
- E. Competent Person:** An individual with the training and experience required by OSHA for a Competent Person involved in removal of intact flooring material using compliant work practices (12 hours of training). The competent person will supervise the work of this section, and is responsible for the health and safety of workers at the flooring material removal job site. The competent person must have authority to stop work, and take corrective action.
- F. Initial Exposure Assessment:** An inspection made by a Competent Person of the job site prior to the start of removal operations for the purpose of determining if the requirements of a negative exposure assessment are met.
- G. Negative Exposure Assessment:** Based on data in the rulemaking record, OSHA has determined that worker exposures will consistently be below the TWA and excursion limit during removal of intact flooring material when compliant work practices are used. As such, a Competent Person may make a negative exposure assessment when:

  - 1. Recommended Work Practices will be used.
  - 2. Workers are properly trained.
  - 3. The resilient flooring is intact and is likely to remain intact throughout the removal process.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **1.4 WORKER PROTECTION**

- A. Worker Training:** Workers using the Recommended Work Practices for the intact removal of resilient floor covering materials must have completed an 8-hour training program as required by the OSHA regulation 29 CFR 1926.1101(k) and the Compliance Directive CPL 2-2.63 Appendix D, covering asbestos subjects as well as training in the Recommended Work Practices. Workers with this amount of training only are not permitted to continue working if the material becomes non-intact.
- B. Competent Person:** Engage a person experienced in the use of the Recommended Work Practices who has completed an 8-hour worker training program and additional 4 hours of training as required by the OSHA regulation 29 CFR 1926.1101(k) and the Compliance Directive CPL 2-2.63 Appendix D, for a Competent Person involved in removal of intact flooring material using compliant work practices. Competent Persons with this amount of training only are not permitted to continue working if the material becomes non-intact.
- C. State and Local Requirements:** All workers are to be trained, certified and accredited as required by state or local regulation.
- D. Medical Surveillance:** Workers who engage in the removal of asbestos-containing flooring materials for more than 30 days per year (one hour or more per day) must receive medical surveillance. This requires a medical examination within 10 working days following the 30th day of exposure.
- E. Prohibitions in work area:** Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.
- F. Certificate of Worker Acknowledgment:** Have each worker who is at the job site or who will enter the work area, fill out and sign a copy of the Certificate of Worker's Acknowledgment found at the end of this section.

### **1.5 QUALITY ASSURANCE**

- A. Notifications:** Before the start of Work notify the following of the presence and location of ACM and of the planned removal activity:

  - 1. Employees performing the work.
  - 2. Employers of employees working in the area (not separated from the work area by either a wall, closed door or window or other impermeable barrier).
  - 3. The building owner.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **B. Regulatory Compliance:** Comply with provisions of the following:

1. OSHA Construction Standard for Asbestos 29 CFR 1926.1101
2. OSHA Compliance Directive CPL 2-2.63 November 3, 1995, Inspection Procedures for Occupational Exposures to Asbestos Final Rule 29 CFR Parts 1910.1001, 1926.1101, and 1915.1001. .
3. OSHA 29 CFR 1926.2 through 35
4. AHERA Regulation 40 CFR 763 Sub-Part E
5. Applicable state and local regulations.

### **C. Non-Intact Material:** If the resilient flooring materials become non-intact during the work, stop work until the job can be evaluated by a competent person. Do not resume work until:

1. The job can be evaluated and supervised by a competent person who has completed a training course meeting the criteria of EPA's Model Accreditation Plan for supervisors, and
2. The work will be carried out by workers who have completed training meeting the criteria of the EPA's Model Accreditation Plan for asbestos abatement workers.
3. The work will be carried out in accordance with worker and area protection specified in Section 02087.

## **1.6 SUBMITTALS**

### **A. Negative Exposure Assessment:** Before starting any work submit a Negative Exposure Assessment certified by a Competent Person to the Owner or Owner's Representative. If a Negative Exposure Assessment cannot be made, report the reasons and any corrective action that would result in a Negative Exposure Assessment. The certification must be signed and dated by a Competent Person and be based on an Initial Assessment of the work of this contract. A copy of the negative exposure assessment should be retained by the employer of the Competent Person. The certification must include:

1. The name and signature of the Competent Person making the Assessment.
2. Certification that the Competent Person has been trained as required by OSHA for work on intact resilient flooring.
3. A description of the work including:
  - a. Name and address of facility where the work is to occur.
  - b. Description of location within the facility where work is to occur.
4. Certification that:



## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- a. Recommended Work Practices will be used.
  - b. Workers will be properly trained as required by OSHA for work on intact resilient flooring.
  - c. The resilient flooring is intact and is likely to remain intact throughout the removal process.
5. Complete and submit to the Owner or the Owner's Representative the job form from "Using Compliant Work Practices to Remove Resilient Floor Covering" published by the Resilient Floor Covering Institute (RFCI) and Armstrong World Industries, Inc. This form is to be signed by a Competent Person. Retain a copy of the form.
  6. Certificate of Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or who will enter the work area.

## **PART 2 - PRODUCTS:**

### **2.1 MATERIALS**

- A. **Wetting Materials:** For wetting prior to disturbance of asbestos-containing sheet flooring or asphaltic adhesive, use liquid dishwashing detergent that contains anionic, nonionic, and amphoteric surfactants.
  1. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
    - a. Procter & Gamble Ivory Liquid  
Cincinnati, Ohio 45202
- B. **Waste Bag:** Large size heavy-duty impermeable trash bag made from 6-mil thick polyethylene. Identify with a label stating "DANGER, CONTAINS ASBESTOS FIBERS, AVOID CREATING DUST, CANCER AND LUNG DISEASE HAZARD".
- C. **Waste Container:** Closed leak-tight container. Identify with a label stating "DANGER, CONTAINS ASBESTOS FIBERS, AVOID CREATING DUST, CANCER AND LUNG DISEASE HAZARD".
- D. **Scrapers:** Broad stiff-bladed wall or floor scrapers. Heavy-duty short or long handled scraper.
- E. **Cutting Sand:** No. 1 sandblasting sand (clean, sharp, coarse cutting sand).

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- F. Terrazzo Floor Machine:** Terrazzo or low-speed floor machine fitted with a floor plate attachment (similar to Clark Assembly 500202-6).
- G. Removal Solution:** Solution used to remove adhesive residue. e.g. Mop on, mop off, no machine scrub - wax stripping solution.
- H. Floor Pad:** Black floor scrubbing pad.
- I. HEPA Filter Vacuum Cleaners:** Use wet/dry tank-type vacuum cleaner equipped with a filter and metal floor attachment (no brush).
- 1. Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
- |    |   |                           |
|----|---|---------------------------|
| a. | Nilfisk of America, Inc.<br>225 Great Valley Parkway<br>Malvern, PA 19355<br>(800) 645-3475     | HEPA-Filtered Vacuums     |
| b. | Minuteman International, Inc.<br>111 South Rohlwing Road<br>Addison, IL 60101<br>(708) 627-6900 | Minuteman<br>HEPA Vacuums |
| c. | Pullman-Holt (White) Corporation<br>PO Box 16647<br>Tampa, FL 33617<br>(813) 645-3475           | HEPA-Filtered Vacuums     |
- J. Thermal Equipment with Automatic Control:** (open flame and propane fueled devices should not be used).
- 1. Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products which may be incorporated in the Work include, but are not limited to, the following:
- |    |  |                                       |
|----|--|---------------------------------------|
| a. | Enviromethods, Inc.<br>P.O. Box 6151<br>Wolcott, CT 06716<br>203-879-5527  | "Delta T" series                      |
| b. | UAS Automation Systems, Inc.<br>4524 Parkway Commerce Blvd.<br>Orlando, FL 32808<br>407-294-8551 or 800-969-8837 | "ATR" (Automated Tile Removal) series |
- K. Miscellaneous Equipment:** Provide as needed the following equipment: utility or hook knife, ground fault circuit interrupter, hand sprayer, hammer or mallet, commercial-type, hand-held, hot-

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

air gun or radiant heat source, hand-held rubbing stones, slip resistant shoes or boots, chisel, heavy gloves, duct tape, safety glasses.

- L. Use a Ground Fault Circuit Interrupter (GFCI)** for any electrical connections in a wet environment.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL:**

- A. Assume an asbestos content:** Unless indicated in the contract documents that a flooring material is a non-asbestos product, assume it contains asbestos and treat it in the manner prescribed by the following procedures which are based on the "Recommended Work Practices for the Removal of Resilient Floor Coverings," published by the Resilient Floor Covering Institute and Armstrong World Industries. Do not sand, dry sweep, dry scrape, drill, saw, beadblast, or mechanically chip or pulverize existing resilient flooring, backing lining felt or asphaltic cut back adhesives.
- B. Before beginning removal of any resilient flooring materials complete the following**
  - 1. Negative Exposure Assessment:** Before starting any work require that a Competent Person make an Initial Exposure Assessment of the resilient flooring to be removed. Begin work only if the Competent Person makes a Negative Exposure Assessment. Based on data in the rulemaking record, OSHA has determined that worker exposures will consistently be below the TWA and excursion limit during removal of intact flooring material when compliant work practices are used. As such, a Competent Person may make a negative exposure assessment when:
    - a. Recommended Work Practices will be used.**
    - b. Workers are properly trained.**
    - c. The resilient flooring is intact and likely to remain intact throughout the removal process.**

If a Negative Exposure Assessment cannot be made, report the reasons and any corrective action that would result in a Negative Exposure Assessment.
  - 2. Notifications:** Before the start of Work notify the following of the presence and location of ACM and of the planned removal activity:
    - a. Employees performing the work.**
    - b. Employers of employees working in the area (not separated from the work area by either a wall, closed door or window or other impermeable barrier).**
    - c. The building owner.**
  - 3. Demarcation:** The work area must be demarcated or access must be limited to workers performing the removal. Post warning signs that read:

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY**

- 4. Preparation:** Prior to beginning the removal of resilient floor covering complete the following:
- a. Remove appliances and furniture from the work area.
  - b. Remove binding strips or other restrictive molding from doorways, walls, etc.
  - c. Mix a detergent solution (16 ounces of liquid dishwashing detergent to 1 gallon of water) and pour into a garden sprayer.
  - d. Clean the entire floor using a wet/dry vacuum cleaner equipped with a HEPA filtration system with disposable bag and metal floor attachment (no brush). Do not dry sweep; do not create dust.
  - e. Precaution: Resilient flooring becomes slippery when wet with a detergent solution. Use caution to contain the solution in the immediate work area. Stand on a sheet of plywood or non-slip surface while working on wet surfaces.
  - f. After vacuuming, used HEPA filters and cleaner bags should be removed according to manufacturers instructions and place in a waste bag or waste container.
- C. Disposal of materials:** Dispose of friable materials in accordance with Section 02084 ☐ Disposal of Regulated Asbestos Containing Material Dispose of Category I non-friable waste in accordance with State and Local Regulations.

**3.2 REMOVAL OF PERIPHERALLY-ADHERED RESILIENT SHEET VINYL FLOORING:**

- A. Use the following procedures to remove adhered portions of the sheet vinyl floor covering:**
- 1. The manufacturers recommend that two workers be utilized to perform sheet flooring removal. The Contractor should consider the particular circumstances of the project and determine the advisability of requiring a minimum of two workers as a quality assurance measure.
  - 2. Make a slice with a sharp knife into the adhered floor covering 4 to 8 inches wide, parallel with the walls, around the perimeter of the room.
  - 3. Starting on either side of the entrance door, pry up the corner of the first strip, separating the backing layer. As the strip is being removed, spray a constant mist of the detergent solution

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

into the delamination nip point to minimize any airborne dust particles. When done properly, any felt remaining on the floor and on the back of the strip will be thoroughly wet. Peel the strip either by pulling upward at an angle that permits the best separation or by rolling around a core.

4. Roll the strip tightly as it is removed. Tie or tape securely and immediately place in a waste bag or waste container for disposal.
  5. Remove all of the exposed residual felt by wet scraping, using the procedures under, "Wet Scraping Residual Felt," in this section, before proceeding with removal of the unadhered portion of the floor covering. Residual felt must be removed by wet scraping. Do not sand or dry scrape in any way. Do not dry sweep. Avoid creating dust.
  6. Remove additional strips, following the above procedure, as necessary to expose unadhered subfloor area.
  7. Continue around the room completely removing the adhered flooring along the perimeter, one strip at a time following the procedures above. Do not remove the flooring at the entrance doorway until all other flooring has been completely removed.
  8. Vacuum up any residue of wet felt scrapings immediately with a wet/dry vacuum equipped with a HEPA filter and metal floor attachment (no brush).
  9. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
  10. Remove the unadhered flooring as detailed in the article in this Section on "Removal of Unadhered Resilient Floor Covering".
- B. Disposal of materials:** Dispose of friable materials in accordance with Section 02084 "Disposal of Regulated Asbestos Containing Material". Dispose of Category I non-friable waste in accordance with State and Local Regulations.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.3 REMOVAL OF UNADHERED RESILIENT FLOOR COVERING:**

- A. Use the following procedure to remove loose laid or the unadhered portion of peripherally adhered sheet resilient floor covering:**
1. The manufacturer's recommend that two workers be utilized to perform sheet-flooring removal. The Contractor should consider the particular circumstances of the project and determine the advisability of requiring a minimum of two workers as a quality assurance measure.
  2. Start at the end of the room farthest from the entrance doorway and slice a strip 18 inches wide in the unadhered flooring.
  3. Remove the sliced strips while spraying the detergent solution into the separation nip point. Do not stand or kneel on the exposed sub-floor during the removal process.
  4. Roll the wet strip tightly and tie or tape to secure. Continue working toward the doorway, slicing each strip and removing it while spraying the separation nip point with the detergent solution. Place the strips while still wet into a waste bag or waste container.
  5. After removing three strips of flooring, vacuum the exposed floor using a wet/dry vacuum equipped with a HEPA filter with metal floor attachment (no brush).
  6. Seams and other adhered areas should be removed as they are encountered. Strip the wear surface while spraying the detergent solution into the delamination nip point. Wet scrape the residual felt as described under, "Wet Scraping Residual Felt" in this section.
  7. Continue removing flooring, doing only one three-strip area at a time, until the entire floor has been completely removed.
  8. When the whole floor has been completely removed, let it dry. Vacuum up any dust using a vacuum with a HEPA filtration system and a metal floor attachment (no brush). Stand only in vacuumed areas as work proceeds across the floor. Position the vacuum cleaner so that discharge air does not blow on the floor being cleaned. Do not dry sweep. Avoid creating dust.
  9. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
  10. When floor is dry, install new resilient floor covering following manufacturer's installation recommendations.
- B. Disposal of materials:** Dispose of friable materials in accordance with Section 02084 "Disposal of Regulated Asbestos Containing Material". Dispose of Category I non-friable waste in accordance with State and Local Regulations.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.4 REMOVAL OF ADHERED RESILIENT SHEET VINYL FLOORING:**

- A. Use the following procedure to completely remove adhered resilient sheet flooring.**
1. The manufacturers recommend that two workers be utilized to perform sheet flooring removal. The Contractor should consider the particular circumstances of the project and determine the advisability of requiring a minimum of two workers as a quality assurance measure.
  2. Make a series of parallel slices, with a knife, 4 to 8 inches apart parallel to a wall.
  3. Start at the end of the room farthest from the entrance door. Pry up the corner of the first strip, separating the backing layer. As the strip is being removed, spray a constant mist of the detergent solution into the delamination nip point to minimize any airborne dust particles. When done properly, any felt remaining on the floor and on the back of the strip will be thoroughly wet. Peel the strip either by pulling upward at an angle that permits the best separation or by rolling around a core.
  4. Roll the strip tightly as it is removed. Tie or tape securely and immediately place in a waste bag or waste container for disposal.
  5. If parts of the foam inner-layer remain stuck to the backing, attempt to eliminate this condition by pulling the strips loose from the opposite end. Peel the foam inner-layer from the floor while spraying the detergent solution into the delamination nip point.
  6. Some resilient flooring is not readily strippable by hand. When these conditions are encountered, a sharp stiff blade scraper may be used to assist cleavage of the wear layer from felt. If this procedure is used the distance between slices must be narrowed to a width of 3 to 5 inches.
  7. Regardless of whether stripping of the wear surface is accomplished by hand peeling alone or with the assistance of a stiff blade scraper, detergent solution must be sprayed into the delamination nip point to minimize any airborne dust particles.
  8. After removing three strips of the wear surface, remove the remaining residual felt by wet scraping using the procedures "Wet Scraping Residual Felt," in this section. During the stripping process, do not stand or walk on the exposed felt.
  9. After removing the three strips of flooring and residual felt vacuum the exposed floor using a wet/dry vacuum equipped with a HEPA filter and metal floor attachment (no brush).
  10. Repeat the operation (wetting the delamination nip point while removing the next three strips, then wet scrape the residual felt, then vacuum the exposed floor). Do only one three-strip area at a time until the entire floor has been completely removed.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

11. Place all flooring strips and felt scrapings immediately while wet into waste bags or waste containers. Close full bags and containers tightly and seal securely for disposal.
  12. Do not dry sweep. Avoid creating dust.
  13. When all floor covering has been completely removed, let the floor dry. Vacuum up any dirt using a vacuum with a HEPA filtration system and a metal floor attachment (no brush). Stand only in the vacuumed area as the work proceeds across the floor. Position the vacuum cleaner so the discharge air does not blow on the floor being cleaned.
  14. After vacuuming, used HEPA filters and cleaner bags should be removed according to manufacturers instructions and place in a waste bag or waste container.
  15. When the floor is dry, it is ready to have a new resilient floor covering installed. Follow the floor covering manufacturer's instructions.
- B. Disposal of materials:** Dispose of friable materials in accordance with Section 02084 "Disposal of Regulated Asbestos Containing Material". Dispose of Category I non-friable waste in accordance with State and Local Regulations.

### **3.5 WET SCRAPING RESIDUAL FELT:**

- A. Remove any residual felt** remaining on the floor after removal of the wear layer of adhered vinyl sheet flooring by using the following procedure:
1. Thoroughly wet residual felt with detergent solution. Avoid excessive wetting or standing water. Wait a few minutes to allow solution to soak into felt.
  2. Stand on the remaining floor covering (not the felt) and use a stiff-bladed scraper or a floor scraper with a replaceable blade to remove the wet felt.
  3. Re-wet the felt if the solution has not completely penetrated, if drying occurs or if dry felt is exposed during scraping. Scrape all felt from each three-strip area before proceeding further. Pick up the scrapings as they are removed from the floor and place in a waste bag or waste container.
  4. Wet residual felt as above but do not excessively soak or flood wood floors with detergent solution. Excessive water can damage wood floors to the extent that new underlayment could be required. A floor that has been wet scraped must be allowed to dry thoroughly before new resilient flooring is installed.
  5. As removal progresses, vacuum the area using a vacuum cleaner equipped with a HEPA filter and metal floor attachment (no brush).



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

6. After removal is complete and the entire floor has dried, vacuum using a HEPA vacuum with a metal floor attachment (no brush).
  7. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
- B. Disposal of materials:** Dispose of friable materials in accordance with Section 02084 ☐ Disposal of Regulated Asbestos Containing Material. Dispose of Category I non-friable waste in accordance with State and Local Regulations.

**3.6 REMOVAL OF RESILIENT TILE FLOOR COVERING:**

**A. Use the following procedure to remove resilient tile floor covering:**

1. Begin removal in an area that receives the minimum foot traffic.
2. Floor tiles must be wetted (misted with a garden sprayer) before actual removal begins, unless heat will be used to remove tiles.
3. Start removal by carefully wedging a wall scraper in the seam of two adjoining tiles and gradually forcing the edge of one of the tiles up and away from the floor. Continue to force the balance of the tile up by working the scraper beneath the tile. Exert both a forward pressure and a twisting action on the blade to promote release of the tile from the adhesive and the floor.
4. When the first tile is removed place it, without breaking it further into smaller pieces, in a waste bag or waste container.
5. After the first tile is removed and accessibility to other tiles is improved, force the wall scraper under the exposed edge of another tile. Continue to exert a prying twisting force to the scraper as it is moved under the tile until the tile releases from the floor. Again, dispose of the tile, and succeeding tiles, by placing in a waste bag or waste container without additional breaking.
6. Force the scraper through tightly-adhered areas by striking the scraper handle with a hammer using blows of moderate force while maintaining the scraper at a 25 to 30 degree angle to the floor. The resilient floor covering manufacturers work practices recommend use of safety goggles during this work.
7. Continue to wet (mist) the tiles throughout the procedure
8. It should be the goal to remove individual tiles as a complete unit, although breakage of tiles is unavoidable.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

9. If the procedure above is inadequate to loosen tiles use heat to soften adhesive, or alternatively, without first prying up floor tiles using a scraper, thoroughly heat the tile(s) with a hot air gun or radiant heat source until the heat penetrates through the tile and softens the adhesive, and remove tiles by hand or by using a scraper. The resilient floor covering manufacturers work practices recommend that the hot air gun or radiant heat source, tiles and adhesive be carefully handled to avoid burns, and that heated tiles and adhesive be handled only with suitable glove protection for hands. Caution: Over-heating resilient tile might produce harmful vapors, and a respirator with organic cartridges might be needed.
  10. Deposit tiles in a waste bag or leak-tight container. Do not attempt to break tiles after they are in bag.
- B. Wet Scrape Residual Adhesive:** As small areas of sub-floor are cleared of tile, wet scrape residual asphaltic "cut-back" adhesive so that no ridges or puddles are evident and what remains is a thin, smooth film.
1. Start in the corner of the room farthest from the entrance door and moisten an area of the adhesive (approximately 3 by 10 feet) with water mixed with liquid dishwashing detergent (to aid in wetting the adhesive). Wet scrape with a stiff-bladed wall or floor scraper removing ridges and any loose adhesives.
  2. Place loosened adhesive residues into a waste bag or waste container.
  3. Wet vacuum standing water with HEPA wet/dry vacuum.
  4. Continue the above steps until what remains of the residual asphaltic "cut-back" adhesive is a thin, smooth film.
- C. Wet Remove residue of adhesive from Concrete:** Completely remove residue of adhesive left after removal of resilient floor tile using the following procedure:
1. Place cutting sand (enough to cover an area of approximately 6 by 6 foot into a container, add water mixed with liquid detergent (1 ounce of liquid dishwashing detergent to 1 gallon of water) to dampen the sand (20 pounds) of sand to □ gallon of solution).
  2. Place sand over a 6 by 6 foot area and wet remove the existing adhesive residue using a terrazzo floor machine. Keep sand under rubbing stones when operating the machine. The sand and sub-floor must be continuously kept wet.
  3. Occasionally push away cutting sand from the sub-floor with a wall or floor scraper to check for complete removal.
  4. Remove adhesive around the edge of the room and missed areas with dampened, clean, sharp, cutting sand and a hand held rubbing stone.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Wet-scrape sand into a pile using a stiff-bladed floor or wall scraper and place sand and adhesive residue in a waste bag or waste container.
  6. Rinse area with clear clean water using a hand sprayer. Worker's boots should also be rinsed and cleaned.
  7. Wet-vacuum standing water with HEPA wet/dry vacuum with a metal floor attachment (no brush).
  8. Continue with the above steps until the entire room is complete.
  9. Allow sub-floor to dry and vacuum up any remaining dirt or sand using a vacuum equipped with a HEPA filter and metal floor attachment (no brush).
  10. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
  11. Wet-wipe and/or wash down all equipment used during the work.
- D. Wet Remove residue of adhesive from Concrete:** Completely remove residue of adhesive left after removal of resilient floor tile using the following procedure:
1. Start in the corner of the room farthest from the entrance door. Put the removal solution onto the residual adhesive with a hand sprayer or mop over a 6' X 6'. Put enough removal solution (e.g. □mop on, mop off, no machine scrub stripping solution) to ensure that the area is thoroughly wet. Allow the area to soak for 5-10 minutes. Remove the adhesive using a floor machine equipped with a black floor pad (or equivalent). The sub-floor must be kept continuously wet.
  2. Occasionally push away the adhesive slurry from the sub-floor with a wall or floor scraper to check for complete removal. Continue to use the floor machine, equipped with the black pad, in the same area until the concrete sub-floor is cleaned to the desired degree.
  3. Remove adhesive around the edge of the room, from missed areas, and from areas difficult to reach with the machine with a hand held piece of the black floor pad using the above procedure.
  4. Wet HEPA vacuum the adhesive slurry. When the HEPA vacuum is full, place a commercially suitable water absorbent into the HEPA container until the adhesive slurry is absorbed. Place adhesive waste in a waste bag or waste container.
  5. Rinse area with clear clean water using a hand sprayer or mop. Worker's boots should also be rinsed and cleaned.
  6. Wet-vacuum standing water with HEPA wet/dry vacuum with a metal floor attachment (no brush).

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

7. Continue with the above steps until the entire room is complete.
  8. Allow sub-floor to dry and vacuum using a vacuum equipped with a HEPA filter and metal floor attachment (no brush).
  9. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
  10. Wet-wipe and/or wash down all equipment used during the work.
- E. **Disposal of materials:** Dispose of friable materials in accordance with Section 02084 "Disposal of Regulated Asbestos Containing Material". Dispose of Category I non-friable waste in accordance with State and Local Regulations.

### **3.7 REMOVAL OF THIN WOOD UNDERLAYMENT:**

- A. **Thin wood underlayment covered with existing sheet vinyl.** Remove thin wood underlayment covered with existing sheet-vinyl-resilient flooring, with the flooring adhered. Use the following procedure:
1. Locate the joints of the underlayment panel farthest from the entrance door.
  2. Slice a strip of the flooring 4 to 8 inches wide centered over the underlayment joint in the panel being removed.
  3. Pry up the corner of the strip separating the backing layer. As the strip is being removed, spray a constant mist of the detergent solution into the delamination nip point to minimize any airborne dust particles. When done properly, any felt remaining on the floor and on the back of the strip will be thoroughly wet. Peel the strip either by pulling upward at an angle that permits the best separation or by rolling around a core.
  4. Roll the strip tightly as it is removed. Tie or tape securely and place in a waste bag or waste container for disposal.
  5. Remove all of the exposed residual felt by wet scraping using the procedures of, "Wet Scraping Residual Felt," in this section before proceeding.
  6. Drive a cold chisel using a hammer or mallet into the joint at a corner of the panel. Now use the chisel to pry the panel up far enough to insert a pry bar. Continue working around the panel, lifting all edges slowly. Use one or two pry bars to pry up the underlayment panel a little at a time until the panel is completely loose and can be removed. Attempt to remove the panel in one piece.
  7. If the panel breaks, slice the resilient flooring at the break and spray the detergent solution onto the exposed felt. Allow the solution to penetrate for a few minutes, then continue lifting the broken underlayment.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

8. Remove each underlayment panel or piece from the work areas as it is lifted. The resilient floor covering manufacturers work practices recommend that workers wear heavy gloves when handling removed panels, and be very careful of wood splinters and protruding fasteners. Flatten the fasteners with a hammer and stack the panels back to back on pallets or place in dumpster. Identify panels with a label stating, "DANGER, CONTAINS ASBESTOS FIBERS, AVOID CREATING DUST, CANCER AND LUNG DISEASE HAZARD". □□ Dispose of in an approved landfill only.
  9. Place any small wood or flooring scrapes in a waste bag or waste container.
  10. If the underlayment extends under cabinets or wall partitions, slice through the flooring with a knife as close to the vertical surface as possible, deeply scoring the panel.
  11. After each panel has been lifted and removed from the work area, pull up any remaining nails or fasteners in the sub-floor.
  12. Continue removing each underlayment panel in sequence following the above procedures.
  11. When the underlayment / resilient flooring removal is complete, vacuum with a HEPA filter and metal floor Attachment (no brush).
  12. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
- B. Removal of thin wood underlayment covered with existing tile. Remove the underlayment with the tile adhered using the following procedure:**
1. Floor tiles must be wetted (misted with a garden sprayer) before actual removal begins, unless heat will be used to remove tiles.
  2. Starting at the doorway or a floor ventilation vent, locate a joint in an underlayment board.
  3. Start removal by carefully wedging a wall scraper in the seam of two adjoining tiles and gradually force the edge of one of the tiles up and away from the floor. Continue to force the balance of the tile up by working the scraper beneath the tile. Exert both a forward pressure and a twisting action on the blade to promote release of the tile from the adhesive and the floor.
  4. When the first tile is removed place it, without breaking it further into smaller pieces, in a waste bag or waste container.
  5. After the first tile is removed and accessibility to other tiles is improved, force the wall scraper under the exposed edge of another tile. Continue to exert a prying twisting force to the scraper as it is moved under the tile until the tile releases from the floor. Again, dispose of the tile, and succeeding tiles, by placing in a waste bag or waste container, without additional breaking.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

6. Force the scraper through tightly adhered areas by striking the scraper handle with a hammer using blows of moderate force while maintaining the scraper at a 25 to 30 degree angle to the floor. Use eye protectives and other protective equipment required for the work.
7. Continue to wet (mist) the tiles throughout the procedure.
8. It should be the goal to remove individual tiles as a complete unit, although breakage of tiles is unavoidable.
9. If the procedure above is inadequate to loosen tiles use heat to soften adhesive. Thoroughly heat the tile(s) with a hot air gun or radiant heat source until the heat penetrates through the tile and softens the adhesive. The resilient floor covering manufacturers work practices recommend that the hot air gun or radiant heat source, tiles and adhesive be carefully handled to avoid burns, and that heated tiles and adhesive be handled only with suitable glove protection for hands.
10. After all tiles have been removed from the underlayment joints, drive a chisel, using a hammer or a mallet, between the underlayment board and the sub-floor. Use the chisel to pry up the underlayment enough to insert a pry bar and remove the chisel. Slowly and carefully use pry bars to pry up the underlayment board a little at a time until the board is completely loose and can be removed.
11. Use caution to avoid breaking the underlayment board. The underlayment board should be removed in one piece. If the underlayment board breaks, heat and slice the tile at the break, then continue to remove broken underlayment.
12. The Resilient floor covering manufacturers work practices recommend that workers wear heavy gloves and be careful of wood splinter and fasteners sticking out the back of the underlayment. Remove each underlayment board (or piece of board) from the work area as soon as it has been pried up to avoid injuries (such as stepping on a nail). Flatten with a hammer, fasteners protruding from a removed board. Place removed underlayment boards on skids with the nails pointing downward. Wrap skid with 6-mil polyethylene sheet plastic and secure with duct tape. Label panels in the same manner as waste bags.
13. After each board has been removed, pull out any nails or fasteners still in the sub-floor. Dispose of these and any other nails or fasteners that have been removed but are still lying in the work area.
14. After the first board has been removed a chisel is not needed to start removal of boards. Work pry board under the exposed edge of the next board.
15. When removal of underlayment/existing tile floor is complete, thoroughly check the exposed sub-floor. Re-nail loose areas and reset "popped" nails and fasteners.
16. Vacuum up any dirt in the area using a vacuum cleaner equipped with a HEPA filter and metal floor attachment (no brush).

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

17. After vacuuming, used HEPA filters and cleaner bags should be removed according to the manufacturer's instructions and placed in a waste bag or waste container.
- C. **Disposal of materials:** Dispose of friable materials in accordance with Section 02084 "Disposal of Regulated Asbestos Containing Material". Dispose of Category I non-friable waste in accordance with State and Local Regulations.

**END OF SECTION - 02085**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**CERTIFICATE OF WORKER'S ACKNOWLEDGMENT**

PROJECT NAME \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT ADDRESS \_\_\_\_\_

CONTRACTOR'S NAME \_\_\_\_\_

**WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.**

Your employer's contract with the Owner for the above project requires that: ou be trained in safe work practices and in the use of the equipment found on the job. If you do OSHA Class II work (such as removing asbestos-containing resilient flooring) you may be required to receive a medical examination. These things are to have been done at no cost to you.

**TRAINING COURSE:** You must have completed an 8-hour training course that covers asbestos subjects as well as use of the Manufacturers Recommended Work Practices (Compliant Work Practices) for removing resilient flooring. This training is adequate for the removal of intact resilient flooring. If this is the only training you have had then you are not allowed to remove resilient flooring that is not intact, or has become non-intact (as defined by OSHA)during removal.

**MEDICAL EXAMINATION:** Removal of asbestos-containing resilient flooring is OSHA Class II work. If you perform OSHA Class I, II and III work (including removal of resilient flooring) for more than one hour per day (taking into account the entire time spent on the removal operation including cleanup) for 30 or more days per year , then a medical examination must be made available to you by your employer at no cost to you., within 10 working days following the thirtieth day of such work. This examination must include: health history, pulmonary function tests and may include an evaluation of a chest x-ray.

**YOUR TRAINING ALLOWS YOU TO REMOVE ONLY INTACT RESILIENT FLOORING THAT REMAINS INTACT DURING REMOVAL. IF YOU ENCOUNTER NON-INTACT RESILIENT FLOORING OR IF THE FLOORING BECOMES NOT INTACT (AS DEFINED BY OSHA) DURING REMOVAL THEN STOP WORK AND REPORT TO YOUR SUPERVISOR.**

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer.

Signature \_\_\_\_\_ Social Security No \_\_\_\_\_

Printed Name \_\_\_\_\_ Witness \_\_\_\_\_



**BATTA ENVIRONMENTAL ASSOCIATES, INC..**

**SECTION 02086 - HAZARDOUS WASTE MANAGEMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to work of this section.**

**1.2 RELATED SECTIONS**

- A. Section 01092 Codes and Regulations - Asbestos Abatement** describes federal, state and local regulations applicable to asbestos.
- B. Section 02084 Disposal of Regulated Asbestos-Containing Material** describes the handling and disposal of asbestos-containing waste.

**1.3 DESCRIPTION OF THE WORK:**

- A. This section describes the segregation, packaging, labeling, transport, and disposal of waste materials generated by demolition activities and the subsequent shipment of properly packaged and labeled waste materials to an approved disposal site.**

**1.4 CODES AND REGULATIONS**

- A. General Applicability of Codes and Regulations:** Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes and regulations have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to hazardous waste management and disposal. Hold the Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of the Contractor, the Contractor's employees, or Subcontractors.
- C. Federal Requirements:** which govern the management, hauling and disposal of hazardous waste include but are not limited to the following:

- 1. DOT:** U. S. Department of Transportation, including but not limited to:

**BATTA ENVIRONMENTAL ASSOCIATES, INC..**

- a. **Hazardous Substances**  
Title 49, Part 171 and 172 of the Code of Federal Regulations
  - b. **Hazardous Material Regulations**  
General Awareness and Training Requirements for Handlers, Loaders and Drivers  
Title 49, Parts 171-180 of the Code of Federal Regulations
  - c. **Hazardous Material Regulations**  
Editorial and Technical Revisions  
Title 49, Parts 171-180 of the Code of Federal Regulations
2. **EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:**
- a. **Management of Hazardous Wastes Resource Conservation and Recovery Act (RCRA)**  
Title 40, Parts 260- 268 of the Code of Federal Regulations
- D. **State Requirements:** Abide by all state requirements which govern the management, hauling and disposal of hazardous waste.
- E. **Local Requirements:** Abide by all local requirements which govern the management, hauling and disposal of hazardous waste.

**1.5 DEFINITIONS:**

- A. **Toxicity Characteristic Leaching Procedure (TCLP):** A laboratory test method to determine the mobility of both organic and inorganic analytes present in liquid, solid, and multiphasic wastes performed in accordance with test methods required under 40 CFR Part 268.

**1.6 SUBMITTALS:**

- A. **Before Start of Work:** Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative action stamp indicating that the submittal is returned for unrestricted use.
- 1. **Copy of state and local licenses for waste hauler.**
  - 2. **U.S. EPA Identification Number of waste hauler.**
  - 3. **Name and address of waste disposal facility where hazardous waste materials are to be disposed including:**
    - a. **Contact person and telephone number.**
    - b. **Copy of state license and permit**
    - c. **Disposal facility permits**
  - 4. **Specimen copy of Uniform Hazardous Waste Manifest form.**
  - 5. **Copy of EPA "Notice of Hazardous Waste activity" form**
  - 6. **Copy of forms requires by state and local agencies**
  - 7. **Sample of disposal label to be used.**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.,**

**B. During Work:** Submit the following as required by the work.

1. **TCLP test results**, as required to characterize waste for segregation and packaging purposes.
2. **Submit copies** of all executed manifests and disposal site receipts to the Designer.

**PART 2 - PRODUCTS:**

**2.1 MATERIALS**

- A. Disposal Bags:** Provide 6 mil thick leak-tight polyethylene bags.
- B. DOT Hazardous Waste Disposal Drums:** Provide DOT 17-H Open -Top Drums (55 gallon) in accordance with DOT regulations title 49 CFR Parts 173, 178, and 179.
- C. DOT Hazardous Waste Labels:** in accordance with DOT regulations Title 49 CFR parts 173, 178, and 179.

**PART 3 - EXECUTION**

**3.1 GENERAL**

- A. Do not mix potentially hazardous waste streams.** Where feasible, separate each type of hazardous waste from other types of hazardous wastes, from asbestos waste and from construction waste.
- B. Segregate, package, label, transport and dispose of Hazardous Waste** in accordance with DOT, EPA, State and Local regulations.

**3.2 HAZARDOUS WASTE DESIGNATION**

- A. Where not otherwise designated by the Owner as Hazardous waste, characterize all suspect waste products by conducting representative TCLP testing.**
  1. **TCLP testing** obtained at the site for contractor's use in fulfilling waste management requirements is at contractor's expense.
- B. Representative sampling of waste products will be in accordance with EPA Document SW 846.**
- C. TCLP test analysis will be performed in accordance with EPA Method 1311.**

**3.3 HAZARDOUS WASTE:**

- A. The following waste products are designated by the Owner as non-salvageable and as Hazardous Waste Types:**

**BATTA ENVIRONMENTAL ASSOCIATES, INC..**

1. **Waste Type A:** PCB waste.
  - a. PCB-containing ballasts from fluorescent light fixtures.
  - b. PCB-containing transformers.
  - c. PCB-containing caulks
2. **Waste Type B:** Mercury-containing waste.
  - a. Thermostats with mercury switches.
  - b. Individually bagged mercury-containing thermostats.
  - c. Fluorescent, and mercury-vapor lamps.

**3.4 Hazardous Waste Packaging and Labeling:** Package each segregated Hazardous Waste Type , A and B, in specified containers as follows. **IMPORTANT: Do Not Mix Waste Streams:**

**A. Waste Type A**

1. Package in DOT 17-H Open-Top Drums
2. Fill to capacity only with Waste Type A (Do Not Mix Waste Stream types).
3. Install gasket on lid, apply lock ring, and seal.
4. Apply Hazardous Waste Label to drum side.
5. Enter DOT Shipping Data as follows: RQ Waste Polychlorinated Biphenols, 9, UN-2315, PG-II, (M001).
6. Adjacent to each label, enter the date indicating when waste was first placed in each drum.

**B. Waste Type B**

1. Package in DOT 17-H Open-Top Drums with Polyethylene disposal Bag liners
2. Fill liner bags only with Waste Type B (Do Not Mix Waste Stream types); then neck liner bags down into DOT 17-H Open-Top Drum and seal with duct tape.
3. Install gasket on lid, apply lock ring, and seal.
4. Apply Hazardous Waste Label to drum side.
5. Enter DOT Shipping Data as follows: RQ Hazardous Waste Solid, NOS, 9, NA3077, PG-III, (D009).
6. Adjacent to each label, enter the date indicating when waste was first placed in each drum.

**C. Sealed and Labeled Containers:** maintain all containers in a continuously sealed condition after they have been sealed.

1. Do not reopen sealed containers.
2. Do not place additional waste in sealed containers.

**3.5 Temporary Storage:** Partially filled containers of hazardous waste may be stored at the work site for intermittent packaging provided that:

- A. Each container is properly labeled when it is first placed in service;
- B. Each container remains closed at all times except when compatible waste types are added; and
- C. When moved from site to site, each container remains within the geographic boundaries of the facility without moving nor crossing public access highways.

**BATTA ENVIRONMENTAL ASSOCIATES, INC..**

**3.6 Removal of Hazardous Wastes:** Immediately seal containers of hazardous waste as each the container is filled. Remove containers of hazardous waste from the work site **within seventy-two (72) hours of being filled.**

- A. Transporting filled containers** from the work site to an approved disposal site or recycling center.
- B. Continuously maintain custody** of all hazardous material generated at the work site including security, short-term storage, transportation and disposition until custody is transferred to an approved disposal site or recycling center. Document continuous chain-of custody.
- C. Do not remove, or cause to be removed, hazardous waste** from Owner's property without a legally executed Uniform Hazardous Waste manifest .
- D. At completion of hauling and disposal** of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner's Representative.

**3.7 Recycling and Recovery:** Turn over waste which contains materials for which recovery and/or recycling is possible to an approved recycling center. Materials subject to recycling include:

- A. Fluorescent light tubes.**
- B. Thermostats with mercury switches.**
- C. Lead acid batteries**
- D. Combustible lead-based painted building components and lead-based paint chips.**

**3.8 Backcharges:**

- A. Where contractor fails to fulfill packaging, handling, transport or disposal requirements** as outlined herein, Owner will charge back to the Contractor all costs associated with insuring that hazardous wastes are segregated, packaged, transported and disposed of in accordance with all applicable Federal and State regulations.
- B. Environmental pollution of Owner's property or other environments** resulting from Contractor's hazardous waste management activities will be promptly remediated under Owner's direction, to the Owner's sole satisfaction, and at the Contractor's sole expense.
- C. Contractor agrees to either reimburse the Owner, or reduce the Contract amount by change order** to cover all costs associated with waste re-packaging, waste re-segregation, or pollution remediation efforts.

**3.9 Removal of Non-Hazardous Waste Materials:**

- A. Transport and legally dispose of non-hazardous waste products, materials, residues and refuse** at a location not on Owner's property.
- B. Non-hazardous waste products, materials, residues and refuse include, but are not necessarily limited to:**

**BATTA ENVIRONMENTAL ASSOCIATES, INC..**

1. Materials which are determined to be non-hazardous wastes through objective sampling in accordance with EPA Document SW-846 and laboratory analysis in accordance with EPA Method 1311.
  2. Emptied hazardous material containers: containers holding a material with constituents listed on the MSDS as hazardous.
    - a. When a container is emptied of its hazardous contents by pouring or scraping so that less than one inch of material remains in the bottom of the container, the container is considered "empty" and is not in itself a hazardous waste.
    - b. Emptied hazardous material containers may be disposed of as construction debris waste (i.e. non-hazardous).
  3. Personnel protective clothing and safety equipment with de minimis or trace contamination, as determined by visual inspection by Owner's Representative.
- C. Keep premises in a clean and orderly condition during performance of abatement work.
- D. Place non-hazardous construction debris wastes on a daily basis in secure containers for local landfill disposal.

**END OF SECTION - 02086**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**SECTION 02087 RESILIENT FLOORING REMOVAL - AGGRESSIVE ASBESTOS ABATEMENT:**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - 1 Specification Sections, apply to work of this section.

**1.2 RELATED WORK SPECIFIED ELSEWHERE:**

- A. Asbestos abatement project requirements to be completed prior to start of the work of this section are set forth in the following sections:
  - 1. 01503 - Temporary Facilities - Asbestos Abatement
  - 2. 01513 - Temporary Pressure Differential & Air Circulation System
  - 3. 01526 - Temporary Enclosures
  - 4. 01527 - Regulated Areas
  - 5. 01560 - Worker Protection - Asbestos abatement
  - 6. 01561 - Worker's Protection - Repair and Maintenance
  - 7. 01562 - Respiratory Protection
  - 8. 01563 - Decontamination Units
- B. Asbestos abatement project requirements to be completed at completion of the work of this section are set forth in the following sections:
  - 1. 01711 - Project Decontamination

**1.3 SUBMITTALS:**

- A. **Before Start of Work:** Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

1. **Wetting Materials:** Submit product data, use instructions and recommendations from manufacturer of wetting material (surfactant and/or removal encapsulant) intended for use. Include data substantiating that material complies with requirements.
  2. **NESHAP Compliance Documentation:** Submit manufacturer's documentation for removal encapsulants proposed for use that, to the extent required by this specification, the material, if used in accordance with manufacturer's instructions, will comply with the wetting requirements of National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M).
  3. **NESHAP Compliance Documentation:** Submit written approval from the EPA NESHAP Coordinator, in compliance with applicable requirements of National Emission Standard for Hazardous Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M), for the use of shot/bead blast equipment for adhesive removal.
  4. **Plan of Action for Dry Ice Use:** Submit a plan of action as required by this section for protection of workers from carbon dioxide and cold hazards associated with use of dry ice. Testing and protective measures proposed are to be certified by a Certified Industrial Hygienist (CIH) as defined in Section 01097 "Definitions & Standards - Asbestos Abatement".
  5. **Adhesive Removal Solvent:** Submit product data, use instructions and recommendations from manufacturer of adhesive removal solvent intended for use. Include data substantiating that material complies with requirements.
- B. Before Start of Work** submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal has been "Received - Not Reviewed".
1. **Material Safety Data Sheet:** Submit Material Safety Data Sheets, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for all materials proposed for use on the work including:
    - a. Surfactants.
    - b. Adhesive Removal Solvents.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. Wetting Materials:** For wetting prior to disturbance of asbestos-containing materials use:
1. **Amended Water:** Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting of the asbestos-containing material (ACM) and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons (19 liters) of water.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

2. **Removal Encapsulant:** Provide a penetrating-type encapsulant designed specifically for removal of ACM. Use a material which results in wetting of the asbestos-containing material and retardation of fiber release during disturbance of the material equal to or greater than that provided by water amended with a surfactant consisting of one ounce of 50 percent polyoxyethylene ester and 50 percent polyoxyethylene ether mixed with five gallons (19 liters) of water.
  3. Dishwashing detergent that contains anionic, nonionic, and amphoteric surfactants.
- B. Foam or Viscous Liquid:** Provide material that contains no organic materials, is non-flammable, presents no physical hazard due to reactivity, presents no acute or chronic health hazard, and does not require special skills, knowledge, or equipment for application.
- C. Tile Adhesive Removal Solvent:** Provide a slow-drying solvent intended to remove tile adhesive. Provide material that is not flammable, does not create combustible vapors and has no significant inhalation hazard.
1. Provide materials that have less than 250 g/l of volatile organic solvents (VOCs).
- D. Polyethylene Sheet:** A single polyethylene film in the largest sheet size possible to minimize seams, 6-mil thick, clear, frosted, or black as indicated.
- E. Flame Resistant Polyethylene Sheet:** In areas with a potential hazard for fire provide flame resistant polyethylene film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-resistant Textiles and Films. Provide largest size possible to minimize seams, 6-mil thick frosted or black as indicated.
- F. Duct Tape:** Provide duct tape in 2 inch or 3 inch widths as indicated, with an adhesive formulated for use on sheet polyethylene.
- G. Spray Cement:** Provide, in aerosol cans, spray adhesive that is formulated for use on sheet polyethylene. Provide materials that do not contain methylene chloride.
- H. Disposal Bags:** Provide 6-mil thick leak-tight polyethylene bags labeled as required by Section 02084 Disposal of Regulated Asbestos-Containing Material.
- I. Fiberboard Drums:** Provide heavy-duty leak-tight fiberboard drums with tight sealing locking metal tops.
- J. Steel Drums:** Provide leak-tight steel drums with tight sealing locking metal tops.
- K. Injection Molded Plastic Drums:** Provide leak-tight injection-molded plastic drums with tight sealing locking tops.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- L. Paper board Boxes:** Provide heavy-duty corrugated paperboard boxes coated with plastic or wax to retard deterioration from moisture. Provide in sizes that will easily fit in disposal bags.
- M. Polyethylene Boxes:** Provide heavy-duty polyethylene boxes. Provide leak-tight boxes or boxes in sizes that will easily fit in disposal bags.

## **2.2 PRIMARY RESILIENT FLOORING REMOVAL EQUIPMENT**

### **A. Manual Spades:**

- 1. Hand operated scraper/chisels with long handles and replaceable blades for removal of resilient flooring.

### **B. Powered Spades:**

- 1. Long-handled scraper/chisels used in a full-standing position that have replaceable blades and are pneumatically or electrically-powered to move in a reciprocating (in and out) motion.
- 2. Provide powered spades that are equipped with pneumatic vents and piston seals that prevent compressed air or blow by from sweeping floor.

### **C. Stripper Machines:**

- 1. These are walking units with blades at the front, driven by electric motors, and move either in a reciprocating (in and out) or an oscillating orbital motion.

### **D. Rotary Cutters:**

- 1. Machine with rotating discs facing flat against the floor with spring-loaded cutters that follow the profile of the floor and removes soft resilient materials by cutting them into thin strips and scraping them from the floor.

### **E. Shot Blast/Bead Blast Machines:**

- 1. Machines that send steel shot at high velocity at the floor surface arranged to provide a high-vacuum flow in the blast region to collect dust. Exhaust air is filtered through a HEPA filter. Shot is recollected, separated, and recycled continuously.

## **2.3 THERMAL EQUIPMENT WITH AUTOMATIC CONTROL:**

### **A. Thermal Equipment with Automatic Control:**

- 1. Equipment utilizing controlled infrared radiant heat to make the resilient floor tiles and adhesive soft and pliable for removal.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**2.4 OTHER TECHNOLOGIES APPLIED TO THE WORK:**

**A. Rotary Grinders/Surfacers:**

1. Machine with discs facing flat against the floor that removes hard materials with a grinding action.

**B. Surfacers / Planers/ Scarifiers:**

1. Machine with a series of small cutters freewheeling on axles mounted on a drum so that the cutters contact the floor surface with a flailing action.

**PART 3 - EXECUTION**

**3.1 RESILIENT FLOOR COVERINGS:**

**A. Pre-requisite activities:** Before starting removal of ACM using the procedures of this section complete work of the following sections:

1. 01503 - Temporary Facilities - Asbestos Abatement
2. 01513 - Temporary Pressure Differential & Air Circulation System
3. 01526 - Temporary Enclosures - Complete work except delete floor plastic.
4. 01527 - Regulated Areas
5. 01560 - Worker Protection - Asbestos abatement
6. 01561 - Worker Protection - Repair & Maintenance
7. 01562 - Respiratory Protection
8. 01563 - Decontamination Units

**B. Preparation:** Prior to beginning the removal of any resilient floor covering complete the following:

1. Remove appliances and furniture from the work area.
2. Mix a detergent solution (16 ounces) of liquid dishwashing detergent to 1 gallon of warm water) and pour into a garden sprayer.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**C. Seal Floor Penetrations:** Before using wet methods to remove resilient flooring, seal openings, and penetrations in the floor to prevent water leakage.

1. Remove surface mounted junction boxes (doghouses) from raceway system.
2. Remove hatch and trench covers that are covered with resilient flooring. Seal opening with plywood. Seal edges of plywood to floor with urethane foam caulk. Remove resilient flooring from cover in a later operation during wet removal of flooring.
3. Seal openings with a wooden or plywood plug. Seal with urethane foam caulk.
4. Remove flooring material in the immediate area of floor penetrations with a hand spade or scraper.
5. Remove adhesive by hand scraping as necessary to permit installation of seals.
6. Remove any adhesive residue from slab where cover on openings and penetrations must seal to floor to accomplish a watertight assembly. Remove this residue by abrasion using dampened, clean, sharp, cutting sand and a hand-held rubbing stone as necessary. Use minimum wetting required to permit removal. Use caution to prevent water leakage into opening or penetration.
7. Cover sealed plywood hatch cover assemblies with strippable coating. Install strippable coating so that it seals plywood to floor.
8. Cover sealed openings with strippable coating installed so that it seals opening.
9. Cover sealed plywood hatch assemblies with 6-mil sheet plastic. Seal plastic to floor with spray glue or urethane caulk.
10. Cover sealed openings with sheet plastic. Seal plastic to floor with spray glue or urethane caulk.

**D. Remove Resilient Flooring:** Use the three-step process described in the following sections:

1. **First Step:** "Removal of Resilient Tile Floor Covering," and/or "Removal of Resilient Sheet Flooring." This step involves removal of tiles or the wear layer of sheet flooring using a powered spade or stripper machine.
2. **Second Step:** "Removal of Heavy Residue of Adhesive" and/or "Removal of Residual Backing." This step involves the use of a rotary cutter to remove the bulk of these residual materials. As an alternative hand scraping can be used for this purpose.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

3. Third Step: "Removal of Adhesive Residue." After completion of the first two steps there will be a thin residue of adhesive left on the floor. This is removed using a shot/bead blast machine. If the thickness of adhesive residue is too thick to permit effective use of the shot/bead blast machine, repeat the second and third steps.
4. At the completion of all work, leave the substrate in such a state as to comply with all requirements and recommendations of manufacturer of replacement flooring.

**3.2 STEP ONE - REMOVAL OF RESILIENT TILE FLOOR COVERING:**

**A. Remove resilient tile floor covering using the following procedure:**

**1. General:**

- a. Remove binding strips or other restrictive molding from doorways, walls, etc. clean and dispose of as non-asbestos waste. Dispose of any materials that have glue or floor mastic on them as asbestos-containing waste.

**2. Wet Floor:**

- a. Wet floor with amended water, removal encapsulant, or detergent solution, so that entire surface is wet. Do not allow to puddle or run off to other areas. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions. Cover with sheet polyethylene to allow humidity to release tile from floor. Allow time for humidity and water or removal encapsulant to loosen tiles prior to removal.
- b. Keep floor continuously wet throughout removal operation.
- c. Remove tiles using a manual or powered spade, or stripping machine. Continuously mist floor in area where machine is working with amended water, removal encapsulant or detergent solution. Wet any debris generated as necessary to keep continuously wet. Keep floor where tile has been removed continuously wet until after completion of heavy adhesive residue removal.

**2. Foam or Viscous Liquid:**

- a. Distribute dry foam in a uniform manner over floor. Use sufficient powder to form 1 inch of foam. Wet powder to produce foam. Add additional powder and wet as necessary to maintain 1 inch of foam during the entire removal process.
- b. Remove tiles using a manual or powered spade, or stripping machine. Add additional dry foam powder and wet as necessary to maintain 1 inch of foam during the entire removal process. Maintain layer of foam on floor where tile has been removed until after completion of heavy adhesive residue removal.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **B. Debris and Waste**

1. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos containing Material. Dispose of Category I non-friable waste in accordance with State and Local Regulations.

- C. Dry Ice:** Place block (approximately 20 pounds) of dry ice on tile to be removed. Allow to remain in place until the bond between the floor and tile is broken. Do not allow dry ice to remain in one location for more than 15 minutes to avoid frost damage to substrate. Relocate dry ice block to next location to be removed. Store dry ice in ice chest when not in use. Require that workers use insulated gloves while handling dry ice. Provide adequate ventilation to prevent a build up of carbon dioxide in the work area. Use exhaust-type ventilation as described in Section 01513 Pressure Differential and Ventilation System. Do not use a recirculation ventilation system. Provide at a minimum one air change per hour for each block of dry ice in use. Use no more than one block of dry ice per 100 square feet of work area.

1. Develop a plan of action for preventing a hazard from carbon dioxide and cold. Include in this plan of action: a description of type, location, and frequency of air testing that will be performed to detect in advance workers potentially overexposed to carbon dioxide; stop work and evacuation levels, method of correcting and preventing high carbon dioxide levels; protective equipment and work methods to prevent frost bite and protect workers from cold. Automatically and voluntarily stop work and evacuate the work area if a stop work level is measured, or if requested by the owner's representative on the basis of potentially high carbon dioxide levels. If a stop work has occurred, do not restart work until a method has been developed to control carbon dioxide levels and written authorization has been given by the Owner's Representative.

### **3.3 STEP ONE - REMOVAL OF ADHERED SHEET RESILIENT FLOORING:**

- A. Use the following procedure to remove adhered resilient sheet flooring completely:**

**1. Wet Floor**

- a. Wet floor with amended water, removal encapsulant, or detergent solution so that entire surface is wet. Do not allow to puddle or run off to other areas. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions.
- b. Keep floor continuously wet throughout removal operation.
- c. Remove wear layer using a manual or powered spade, or stripping machine. Continuously mist floor in area where machine is working with amended water, removal encapsulant or detergent solution. Wet any debris generated as necessary to keep continuously wet. Keep floor where wear layer has been removed continuously wet until after completion of heavy residue removal.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

### **2. Foam or Viscous Liquid**

- a. Distribute dry foam in a uniform manner over floor. Use sufficient powder to form 1 inch of foam. Wet powder to produce foam. Add additional powder and wet as necessary to maintain 1 inch of foam during removal process.
- b. Remove wear layer using a manual or powdered spade, or stripping machine. Add additional dry foam powder and wet as necessary to maintain 1 inch of foam during the removal process. Maintain layer of foam on floor where the wear layer has been removed until after completion of heavy adhesive residue removal.

### **3. Debris and Waste**

- a. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos-Containing material. Dispose of category I Non-Friable Waste in accordance with State and Local regulations.

## **B. Manual Removal:**

1. Make a series of parallel cuts, with a knife, 4 to 8 inches apart parallel to the wall, keeping cut lines wet.
2. Start at the end of the room farthest from the entrance door. This will help avoid tracking of debris from the removal operation. Pry up the corner of the first strip, separating the backing layer. As the strip is being removed, spray a constant mist of the detergent solution into the delamination nip point to minimize any airborne dust particles. When done properly, any felt remaining on the floor and on the back of the strip will be thoroughly wet. Peel the strip either by pulling upward at an angle that permits the best separation or by rolling around a core.
  - a. **PRECAUTION:** Resilient flooring becomes slippery when wet with, amended water, removal encapsulant, or a detergent solution. Use caution to contain the solution in the immediate work area. Stand on a new sheet of plywood or non-slip surface while working on wet surfaces.
3. **Debris and Waste:**
  - a. Roll the strip tightly as it is removed. Tie or tape securely and place in a disposal bag or closed impermeable container for disposal.
4. Occasionally parts of the foam inner-layer will remain stuck to the backing. This condition can sometimes be eliminated by pulling the strips loose from the opposite end. Peel the foam inner-layer from the floor while spraying the detergent solution into the delamination nip point.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

5. Some resilient flooring is not readily strippable by hand. When these conditions are encountered, a sharp stiff blade scraper may be used to assist cleavage of the wear layer from felt. If this procedure is used the distance between cuts should be narrowed to 3 to 5 inches wide.
6. Regardless of whether stripping of the wear surface is accomplished by hand peeling alone or with the assistance of a stiff blade scraper, amended water, removal encapsulant or detergent solution must be sprayed into the delamination nip point to minimize any airborne dust particles.
7. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos containing Material. Dispose of Category I non-friable waste in accordance with State and Local Regulations.
8. Place all flooring strips and felt scrapings into disposal bags immediately, while still wet. Close full bags tightly and seal securely for disposal.
9. Keep floor where wear layer has been removed continuously wet until after completion of heavy residue removal.

### **3.4 STEP TWO - REMOVAL OF HEAVY RESIDUE OF ADHESIVE:**

- A. Remove the heavy residue of adhesive left after removal of resilient tile flooring using the following procedure. If the residual adhesive is sufficiently thin that a shot/bead blast machine or slurry removal can effectively remove the mastic, this step may be skipped and step three started.
  1. Dampen Floor
    - a. Dampen floor by misting with amended water, removal encapsulant, or detergent solution so that entire surface is wet. Do not allow to puddle or run off to other areas. If a removal encapsulant is used, use in strict accordance with manufacturer's instructions.
    - b. Keep floor continuously damp throughout removal operation.
  2. Adhesive Removal:
    - a. Begin removal at a point farthest from the entrance to the work area. Work of this step may proceed concurrently with work of removal of tile.
    - b. Remove heavy residue of adhesive backing using a rotary cutting machine. Continuously mist floor in area where machine is working with amended water, removal encapsulant or detergent solution. Wet any debris generated as necessary to keep continuously wet.
  3. Disposal and Debris
    - a. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos containing Material. Dispose of Category I non-friable waste in accordance with State and Local Regulations.



**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

4. Wet vacuum standing water with HEPA wet/dry vacuum.
5. Mop floor with amended water, removal encapsulant, or liquid detergent solution to remove all debris and residue.
6. Continue the above steps until the adhesive is sufficiently reduced in thickness that it can be effectively removed with shot/bead blast equipment.
7. Start in the corner of the room farthest from the entrance door and moisten an area of the adhesive approximately 3 by 10 feet with amended water, removal encapsulant, or detergent solution. Wet scrape with a stiff-bladed wall or floor scraper removing ridges and any loose adhesives until only a thin smooth film remains. Where deposits are heavy or difficult to scrape, heat with a hot-air blower prior to scraping.
  - a. Dispose of all friable materials in accordance with Section 02084 Disposal of Regulated Asbestos Containing Material. Dispose of Category I non-friable waste in accordance with State and Local Regulations.
8. Wet vacuum standing water with HEPA wet/dry vacuum.
9. Mop floor with amended water, removal encapsulant, or liquid detergent solution to remove all debris and residue.
10. Continue the above steps until the adhesive is sufficiently reduced in thickness that it can be effectively removed with shot/bead blast equipment.

**3.5 STEP TWO - Removal of Residual Backing Material:**

- A. Remove any residual felt or rubber backing remaining adhered to the floor after removal of the wear layer of adhered vinyl sheet flooring by using the following procedure:
  1. Wetting:
    - a. Thoroughly wet residual backing with amended water, removal encapsulant, or detergent solution. Wait a few minutes to allow solution to soak into felt.
    - b. Concrete floors: Use a rotary cutter, a stiff-bladed scraper, or a floor scraper with a replaceable blade to remove the wet backing.
      - 1) Re-wet the backing if the solution has not completely penetrated, if drying occurs or if dry felt is exposed during scraping. Pick up the scrapings as they are removed from the floor and place in a disposal bag or impermeable container.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- c. Wood floor: Wet residual felt as above but do not excessively soak or flood wood floors with detergent solution. Excessive water can damage wood floors to the extent that new underlayment could be required. If this occurs, the Contractor will provide new underlayment at no increase in the Contract Sum. Do not use a rotary cutter on wood floors. Use manual scraping only.
- 2. Foam or Viscous Liquid:
  - a. Add additional foam dry powder and wet as necessary to maintain 1 inch of foam during the entire removal process.
- 3. Backing Removal:
  - a. Concrete floors: Use a rotary cutter, a stiff bladed scraper, or a floor scraper with a replaceable blade to remove the wet backing.
    - (1) Re-wet the backing if the solution has not completely penetrated, if drying occurs or if dry felt is exposed during scraping. Pick up the scrapings as they are removed from the floor and place in a disposable bag or impermeable container.
  - b. Wood floor: Wet residual felt as above but do not excessively soak or flood wood floors with detergent solution. Excessive water can damage wood floors to the extent that new underlayment could be required. If this occurs, the Contractor will provide new underlayment at no increase in the Contract Sum. Do not use a rotary cutter on wood floors. Use manual scraping only.

### **3.6 STEP THREE - REMOVAL OF ADHESIVE RESIDUE:**

- A. After removal of resilient flooring and any heavy residue of adhesive, mastic, or backing material, in the previous step, remove all residue of adhesive from the floor using the following procedure:
  - 1. Do not use solvents other than water to remove adhesive residue.
  - 2. Allow floor to dry after completion of the wet removal procedures used in previous steps.
  - 3. Begin removal at a point farthest from the entrance to the work area.
  - 4. Remove adhesive residue by either shot/bead blast machine or by slurry removal at the contractor's option.

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**3.7 SHOT/BEAD BLAST:**

- A. Remove residue of adhesive from floor using a shot/bead blast machine with dust collection equipment attached to a HEPA-filtered vacuum cleaner.
- B. If the previous work did not reduce the thickness of adhesive sufficiently to allow effective removal by the shot/bead blast machine, repeat the second step.
- C. Remove residue at walls and other hard to reach locations with a shot/bead blast edging machine or using dampened, clean, sharp, cutting sand and a hand-held rubbing stone.
- D. Continue this operation until there is no residue of adhesive on the floor.
- E. After removal of all residue rinse area with clear clean water using a hand sprayer.
- F. Wet vacuum standing water with HEPA wet/dry vacuum.
- G. Continue with the above steps until the entire room is complete.
- H. Allow floor to dry and vacuum up any remaining dust or dirt using a vacuum equipped with a HEPA filter and metal floor tool (no brush).

**3.8 SLURRY REMOVAL:**

- A. Remove residue of adhesive from floor using slurry removal in a manner that keeps the floor in the area of the work continually wet with a slurry of sand and water.
- B. Place cutting sand (enough to cover an approximate 6 foot by 6 foot area) into a container and add either amended water or water mixed with liquid detergent (1 ounce of liquid dishwashing detergent to 1 gallon of water) to dampen the sand (20 pounds of sand to 1 gallon of solution).
- C. Place sand over a 6 foot by 6 foot area and wet remove the existing adhesive residue using a terrazzo floor machine. Keep sand under rubbing stones when operating the machine. The sand and subfloor must be continuously kept wet.
- D. Replace cutting sand periodically as needed to maintain adequate cutting and cleaning of floor. Add sand periodically as required.
- E. Occasionally push away cutting sand from the sub-floor with a wall or floor scraper to check for complete removal.
- F. Remove adhesive around the edge of the room and missed areas with dampened, clean, sharp, cutting sand and a hand-held rubbing stone.
- G. Wet scrape sand into a pile using a stiff-bladed floor or wall scraper and place sand and adhesive residue in a disposal bag or other impermeable container and dispose of, as required, by Section 02084 Disposal of Regulated Asbestos-Containing Material.
- H. Rinse area with clear, clean water using a hand sprayer.

## **BATTA ENVIRONMENTAL ASSOCIATES, INC.**

- I.** Wet-vacuum standing water with HEPA wet/dry vacuum.
- J.** Continue with the above steps until the entire room is complete.
- K.** Allow sub-floor to dry and vacuum up any remaining dirt or sand using a vacuum equipped with a HEPA filter and metal floor tool (no brush).

### **3.9 ADHESIVE SOLVENT:**

- A. Adhesive:** Remove adhesive residue by using adhesive removal solvents. Use solvents in accordance with manufacturers' instructions. Saturate adhesive with removal solvent and allow adhesive to soften. Remove by scraping, wet sanding, or wet scrub with floor cleaning machine with abrasive pad. Provide worker protection as required by material safety data sheet (MSDS) for any material used.
  - 1.** Mop floor with removal solvent as required by manufacturer's directions as required to completely remove all residue of adhesive.
  - 2.** Clean floor after completion of removal of ACM by wet mopping with amended water. Mop three times allowing a drying time between each mopping.
  - 3.** Encapsulate cleaned floor with one coat of an encapsulant. Use an encapsulant that has been determined not to prevent the bond of new resilient flooring. Follow manufacturer's recommendations for new floor covering installation. Consult with Owner's Representative prior to encapsulating to determine if encapsulation is desired.
  - 4.** Dispose of all rags, plastic sheet, etc. in accordance with requirements of Section 02084 "Disposal of Regulated Asbestos-Containing Material".
- B. Decontaminate Equipment:** After the completion of all work, decontaminate all equipment and machinery used for work of this section. Accomplish decontamination as required by the section on Project Decontamination.

### **3.10 WORK AREA CLEARANCE:**

- A.** After completion of all resilient flooring and adhesive removal work and prior to removal of critical barriers, decontamination units, and shut down of pressure differential and ventilation system; complete project decontamination and clearance in accordance with section 01711 "Project Decontamination."

**END OF SECTION 02087**

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**Appendix A:**  
**American Institute of Architect Documentation**



## **AMERICAN INSTITUTE OF ARCHITECTS** **DOCUMENTATION**

The following AIA Documents may be referenced in this Specification, and may need to be purchased by the Bidders:

(Note: AIA forms are copyrighted and may not be reproduced without permission)

**Form #**

**Title**

G702 & G703

Application and Certificate for Payment

\* Use State of DE provided Bid, Performance, and Payment Bond Forms

These forms may be obtained from:

American Institute of Architects Bookstore  
1735 New York Avenue NW  
Washington, D.C. 20006  
(202)-626-7475

or

Wilmington Blueprint Service  
2704 West 3<sup>rd</sup> Street  
Wilmington, DE 19805  
(302)-652-7475  
(Delaware local distributor)





## **Appendix B:**

**Contractor and Subcontractor Weekly Payroll Submittal  
Prevailing Wage Determination  
Ten Day Notification  
Asbestos Disposal Procedures at Cherry Island Landfill  
Waste Shipment Record Form and Instructions**



# U.S. EPA NOTIFICATION OF DEMOLITION AND RENOVATION

Page 1 of 2

Operator Project # _____							
<b>I. Type of Notification (check one):</b> <input type="checkbox"/> Original <input type="checkbox"/> Revised <input type="checkbox"/> Canceled							
<b>II. Facility Description</b>							
Building Name: _____							
Address: _____							
City: _____		State: _____		Zip Code: _____		County: _____	
Site Location: _____							
Building Size (square feet): _____				# of Floors: _____		Age in Years: _____	
Present Use: _____				Prior Use: _____			
<b>III. Type of Operation (check one):</b> <input type="checkbox"/> Demo <input type="checkbox"/> Ordered Demo <input type="checkbox"/> Renovation <input type="checkbox"/> Emergency Renovation <input type="checkbox"/> Fire Training							
<b>IV. Is Asbestos Present? (check one):</b> <input type="checkbox"/> Yes <input type="checkbox"/> No							
<b>V. Facility Information</b>							
Owner Name: _____							
Address: _____							
City: _____		State: _____		Zip Code: _____			
Contact: _____		Telephone: (____) _____		Fax: _____			
Removal Contractor Name: _____							
Address: _____							
City: _____		State: _____		Zip Code: _____			
Contact: _____		Telephone: (____) _____		Fax: _____			
Other Operator (demolition/general): _____							
Address: _____							
City: _____		State: _____		Zip Code: _____			
Contact: _____		Telephone: (____) _____		Fax: _____			
<b>VI. Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of RACM and Category I and Category II non-friable ACM:</b>							
<b>VII. Approximate Amount of Asbestos Materials:</b>							
	RACM to be Removed	Non-friable Asbestos Material to be Removed		Non-friable Asbestos Material NOT to be Removed			
		Category I	Category II	Category I	Category II		
Pipes (linear feet)							
Surface Area (square feet)							
Facility Components (cubic feet)							
<b>VIII. Scheduled Dates Demolition or Renovation:</b> Start: _____ Complete: _____							
<b>IX. Dates for Asbestos Removal (MM/DD/YY)</b> Start: _____ Complete: _____							
Days of the Week:	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours of Operation:							

# U.S. EPA NOTIFICATION OF DEMOLITION AND RENOVATION

Page 2 of 2

**X. Description of planned Demolition or Renovation work to be performed and method(s) to be employed, including demolition or renovation techniques to be used and description of affected facility components:**

**XI. Description of work practices and engineering controls to be used to comply with the requirements, including asbestos removal and waste handling emission control procedures:**

**XII. Waste Transporter #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

**Waste Transporter #2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

**XIII. Waste Disposal**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

**XIV. Emergency Demolition (complete Item XIV only if this project is an Emergency Demo.)**

1. Attach a copy of the Order to this notice.

2. Name of Authority Issuing Order: \_\_\_\_\_

Title: \_\_\_\_\_

3. Authority of Order (Citation of Code): \_\_\_\_\_

4. Date of Order (MM/DD/YY): \_\_\_\_\_

Date Ordered to Begin \_\_\_\_\_

**XV. Emergency Renovation (Attach separate sheet with the following information if project is Emergency Renovation.)**

1. Date and Hour of the Emergency: \_\_\_\_\_

2. Description of the Sudden, Unexpected Event: \_\_\_\_\_

3. Explanation of how the event caused unsafe conditions or equipment damage or an unreasonable financial burden. \_\_\_\_\_

**XVI. Description of procedures to be followed in the event that unexpected RACM is found or non-friable ACM becomes crumbled, pulverized, or reduced to powder.**

**XVII. I certify that an individual trained in the provisions of NESHAP (40 CFR PART 61, SUBPART M) will be on-site during the Demolition or Renovation, and evidence that the required training has been accomplished by this person will be available during normal business hours.**

\_\_\_\_\_  
Signature of Owner/Operator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title

**XVIII. I acknowledge the existence of laws prohibiting the submission of false or misleading statements, and I certify that facts contained in this notification are true, accurate, and complete.**

\_\_\_\_\_  
Signature of Owner/Operator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title



## ASBESTOS POLICY AND PROCEDURES

Effective Date: April 1, 1995

Revised: April 15, 2002

The Department of Natural Resources and Environmental Control ("DNREC") and the Delaware Solid Waste Authority ("DSWA") have established the following Policy concerning the handling and disposal of Asbestos-Containing Material ("ACM").

**ANY TYPE OF ASBESTOS-CONTAINING MATERIAL MAY BE TRANSPORTED TO AN AUTHORIZED ASBESTOS LANDFILL OUT-OF-STATE, OR DISPOSED OF AT AN APPROVED DSWA FACILITY.**

Asbestos-Containing Material to be landfilled out of state:

The asbestos material must be packaged in accordance with State of Delaware regulations or the regulations of other affected states, whichever are the more stringent. Furthermore, the out-of-state destination must be approved by DNREC<sup>4</sup> as part of the permitting procedure for a transporter Permit.

Asbestos-Containing Material to be landfilled in Delaware:

**Friable**<sup>1</sup> asbestos material must be wetted, packaged in leak-proof containers and labeled in accordance with DNREC regulations. This material may be landfilled at the Northern Solid Waste Management Center, **only**. The DSWA charges a special disposal fee for this material.

Category I **non-friable** Asbestos-Containing Material ACM and Category II **non-friable** Asbestos-Containing Material ACM may be landfilled at any of the Delaware Solid Waste Authority Facilities at DSWA's standard disposal fee with the following packaging requirements:

Northern Solid Waste Management Center: Category I **non-friable** ACM<sup>2</sup> must be wetted and may be removed and transported in covered dumpsters or trucks and landfilled unpackaged in the designated asbestos disposal area. Category II **non-friable** ACM<sup>2</sup> must be wetted and packaged in sealed, leakproof clear plastic wrap and labeled as asbestos. At the landfill it must be placed in the designated asbestos disposal area. Disposal of **bulk** shipments of Category I & II **non-friable** asbestos will be accepted at the Northern Solid Waste Management Center **only**.

Central and Southern Solid Waste Management Centers: Category II non-friable ACM<sup>1</sup> destined for these Facilities must be wetted and packaged in sealed, leak-proof clear plastic wrap, and labeled as asbestos. At the landfill, it must be placed in a roll-off container specifically dedicated for this purpose. Category I non-friable ACM<sup>2</sup> may be transported to these Facilities unpacked in a covered vehicle, and off-loaded into a roll-off container specifically dedicated for this purpose.

## ASBESTOS POLICY AND PROCEDURES

Packaging of Category I, non-friable ACM<sup>2</sup> in the same manner as Category II non-friable ACM<sup>2</sup> is preferred but is not required.

In order to be exempt from the packaging requirements, any ACM classified and handled as Category I non-friable ACM<sup>2</sup> must be certified as such by a licensed Delaware Certified Professional Service Firm. This certification shall include a description of the material, where the sample originated and the date the material was sampled. This certification must be sent along with the NOTIFICATION OF DEMOLITION/RENOVATION to the Department of Natural Resources and Environmental Control. A copy of the Category I, non-friable ACM<sup>2</sup> certification must accompany the material to the landfill. All ACM must be removed by a licensed Delaware Asbestos Abatement Contractor<sup>4</sup>, unless a written waiver has been issued by the Department of Natural Resources and Environmental Control, Air Quality Management Section, Engineering and Compliance Branch. A copy of this waiver must accompany the material to the landfill.

In addition to the above requirements, disposal of all asbestos material at DSWA Facilities is subject to the DSWA Asbestos Disposal Procedures, which require at least 24-hour prior notice to the landfill of any deliveries of asbestos.

<sup>1</sup>Friable asbestos material means any material containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, Part 763, Section 1, *Polarized Light Microscopy*, that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. If the asbestos content is less than ten (10) percent, as determined by a Method other than point-counting by *Polarized Light Microscopy* ("PLM"), verify the asbestos content by point-counting using "PLM."

<sup>2</sup>Category I non-friable Asbestos-Containing Material ("ACM") means asbestos-containing packings, gaskets, resilient floor covering and asphalt roofing products containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, Part 763, Section I, *Polarized Light Microscopy*.

<sup>3</sup>Category II non-friable Asbestos-Containing Material ("ACM") means any material, excluding Category I, non-friable ACM, containing more than one (1) percent asbestos as determined using the methods

specified in Appendix A, Subpart F, 40 CFR, Part 763, Section I, *Polarized Light Microscopy* ("PLM") that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

NOTE: asphalt/vinyl floor tiles, mastic/adhesive, transite materials and house siding are considered Category II materials.

\*Homeowners are exempt from this requirement.

#### **Modification Synopsis**

March 18, 2002: The Asbestos Policy was modified to allow for the removal of category I non-friable ACM by a general contractor, provided a licensed Delaware certified Professional Service Firm has certified that the material is Category I non-friable ACM. A written waiver would be issued by the Department of Natural Resources and Environmental Control, Air Quality Management Section, Engineering and Compliance Branch to allow for this.

---

**DSWA ASBESTOS DISPOSAL PROCEDURE  
FOR  
FRIABLE ASBESTOS CONTAINING MATERIAL (ACM)\***

This procedure will become effective on April 1, 1995. Friable Asbestos Containing Material will be accepted only at the Northern Solid Waste Management Center (NSWMC), Cherry Island Landfill provided that the following procedure is followed:

1. The waste must be generated in the State of Delaware.
2. A copy of the Authority's Asbestos Disposal Form/Waste Shipment Record, properly filled out, must accompany each asbestos load for our records. This is to be delivered to the weighmaster at the scalehouse with each load and verified by the Landfill Asbestos Inspector.
3. The Authority must be contacted at least twenty-four (24) hours prior to delivery to the landfill for an appointment. Notification should be made by calling (302) 764-2732 or (302) 577-3457. If you cannot make your scheduled appointment, please call immediately and reschedule.
4. Asbestos will be accepted from 7:00 a.m. to 3:00 p.m. Monday through Friday only. Unloading must be completed by 4:00 p.m.
5. The asbestos must be packaged in accordance with all applicable local, state and federal regulations. The minimum packaging requirements are as follows:
  - a. Asbestos must be thoroughly wetted and double-bagged in 6-mil plastic bags, or plastic-lined cardboard, or drums. All packaging must be sealed with duct tape or equivalent waterproof tape.
  - b. All packaging must be clearly and prominently labeled with the following two messages:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

and

Waste Generator's Name and Address

The Authority may reject any asbestos waste which, in its sole opinion, is not properly wetted, packaged, or is contained in damaged packaging.

---



6. Upon arrival, the customer must first notify the weighmaster at the scale that the load is asbestos containing material.
7. Asbestos waste must be unloaded by the customer at a location and in a manner as directed by the Asbestos Inspector.
8. NO DIRECT TRUCK DUMPING WILL BE PERMITTED (except as specified below). Asbestos packaging must be hand unloaded onto the ground such that the packaging is not damaged.
9. Packaging too heavy or large for hand unloading may be mechanically unloaded provided the packaging is sufficient so that it is not damaged during unloading. Mechanical unloading is allowed only for asbestos containing material (ACM) too large for conventional double-bagging or fiberboard drums (e.g. large transite panels, boilers). Packaging more typical ACM in large containers to avoid the hand unloading procedure will not be allowed.
10. PROPER PROTECTIVE EQUIPMENT MUST BE WORN. Personnel unloading the asbestos packaging must wear proper protective equipment including disposable head, body, and foot protection. Minimum respiratory protection of half-face, air purifying, dual-cartridge respirators with high-efficiency filters will be required.
11. All vehicles carrying asbestos, except for homeowners, must display a placard while unloading asbestos to read as follows:

**DANGER**  
**ASBESTOS DUST HAZARD**  
**CANCER AND LUNG DISEASE HAZARD**  
**Authorized Personnel Only**

Violation of these procedures will not be allowed. Violators may be denied use of the Cherry Island Landfill for asbestos disposal.

If all of the above described procedures are followed, the customer will be charged the current asbestos disposal user fee as established by the DSWA.

- \* Friable asbestos material means any material containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, part 763, Section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than ten (10) percent, as determined by a method other than point counting by Polarized Light Microscopy (PLM), verify the asbestos content by point counting using PLM.

**DSWA ASBESTOS DISPOSAL PROCEDURE  
FOR  
CATEGORY I NON-FRIABLE ASBESTOS CONTAINING MATERIAL (ACM)\***

This procedure shall become effective April 1, 1995. Category I non-friable ACM will be accepted at the Northern Solid Waste Management Center (NSWMC), Cherry Island Landfill provided that the following procedure is followed:

1. The waste must be generated in the State of Delaware.
2. A copy of the Authority's Asbestos Disposal Form/Waste Shipment Record, properly filled out, and the Category I non-friable ACM certificate, must accompany each asbestos load for our records. This is to be delivered to the weighmaster at the scalehouse with each load and verified by the Landfill Asbestos Inspector.
3. The Authority must be contacted at least twenty-four (24) hours prior to delivery to the landfill for an appointment. Notification should be made by calling (302) 764-2732 or (302) 577-3457. If you cannot make your scheduled appointment, please call immediately and reschedule.
4. Asbestos will be accepted from 7:00 a.m. to 3:00 p.m. Monday through Friday only. Unloading must be completed by 4:00 p.m.
5. All dumpsters containing Category I non-friable ACM must be wetted and covered.
6. Upon arrival, the customer must notify the weighmaster at the scale that the load is asbestos containing material.
7. Friable or Category II non-friable ACM shall not be mixed with Category I non-friable ACM.
8. Asbestos waste must be unloaded by the customer at a location and in a manner as directed by the Asbestos Inspector.
9. Direct truck dumping will be permitted only for Category I non-friable ACM.
10. All vehicles carrying asbestos, except for homeowners, must display a placard while loading and unloading asbestos to read as follow:

**DANGER  
ASBESTOS DUST HAZARD  
CANCER AND LUNG DISEASE HAZARD  
Authorized Personnel Only**

---

If all the above described procedures are followed, the customer will be charged the current municipal solid waste user fee as established by DSWA for each facility.

\* Category I non-friable Asbestos Containing Material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, part 763, Section 1, Polarized Light Microscopy.

**DSWA ASBESTOS DISPOSAL PROCEDURE  
FOR  
CATEGORY II NON-FRIABLE ASBESTOS CONTAINING MATERIAL (ACM)\***

This procedure shall become effective April 1, 1995. Category II non-friable ACM will be accepted at the Northern Solid Waste Management Center (NSWMC), Cherry Island Landfill provided that the following procedure is followed:

1. The waste must be generated in the State of Delaware.
2. A copy of the Authority's Asbestos Disposal Form/Waste Shipment Record, properly filled out, must accompany each asbestos load for our records. This is to be delivered to the weighmaster at the scalehouse with each load and verified by the Landfill Asbestos Inspector.
3. The Authority must be contacted at least twenty-four (24) hours prior to delivery to the landfill for an appointment. Notification should be made by calling (302) 764-2732 or (302) 577-3457. If you cannot make your scheduled appointment, please call immediately and reschedule.
4. Asbestos will be accepted from 7:00 a.m. to 3:00 p.m. Monday through Friday only. Unloading must be completed by 4:00 p.m.
5. All asbestos must be wetted and packaged in leak-proof clear plastic wrap or bags with a minimum of two (2) independent layers of 6 mil plastic, sealed with duct tape or equivalent waterproof tape, and labeled with the following two messages:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

and

Waste Generator's Name and Address

Any other type of container must first receive approval from the DSWA.

The Authority may reject any asbestos waste which, in its sole opinion, is not properly wetted, packaged, or is contained in damaged packaging.

6. Upon arrival, the customer must notify the weighmaster at the scale that the load is asbestos containing material.
-

7. Friable ACM shall not be mixed with Category II non-friable ACM.
8. Asbestos waste must be unloaded by the customer at a location and in a manner as directed by the Asbestos Inspector.
9. NO DIRECT TRUCK DUMPING WILL BE PERMITTED (except as specified below). Asbestos packaging must be hand unloaded onto the ground such that the packaging is not damaged.

Packaging too heavy or large for hand unloading may be mechanically unloaded provided the packaging is sufficient so that it is not damaged during unloading. Mechanical unloading is allowed only for asbestos containing material (ACM) too large for conventional double-bagging or fiberboard drums (e.g. large transite panels, boilers). Packaging more typical ACM in large containers to avoid the hand unloading procedure will not be allowed.

10. All vehicles carrying asbestos, except for homeowners, must display a placard while loading and unloading asbestos to read as follow:

**DANGER**  
**ASBESTOS DUST HAZARD**  
**CANCER AND LUNG DISEASE HAZARD**  
**Authorized Personnel Only**

If all the above described procedures are followed, the customer will be charged the current municipal solid waste user fee as established by DSWA for each facility.

\* Category II non-friable Asbestos Containing Material (ACM) means any material, excluding Category I non-friable ACM, containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, part 763, Section 1, Polarized Light Microscopy (PLM) that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

NOTE: asphalt/vinyl floor tiles, mastic/adhesive, transite materials and house siding are considered Category II materials.

**DSWA ASBESTOS DISPOSAL PROCEDURE  
FOR  
CATEGORY I NON-FRIABLE ASBESTOS CONTAINING MATERIAL (ACM)\***

This procedure shall become effective April 1, 1995. Category I non-friable ACM will be accepted at the Central Solid Waste Management Center (CSWMC) and the Southern Solid Waste Management Center (SSWMC) provided that the following procedure is followed:

1. The waste must be generated in the State of Delaware.
  2. The CSWMC and SSWMC will accept Category I non-friable ACM loads generated and brought by homeowners without limitation on quantity. Category I non-friable ACM brought by an asbestos abatement contractor will be limited to five (5) cubic yards or less. Category I non-friable ACM loads brought by asbestos abatement contractors which are greater than five (5) cubic yards must be taken to the Northern Solid Waste Management Center (NSWMC), Wilmington, DE (302-577-3457 or 302-764-2732).
  3. A copy of the Authority's Asbestos Disposal Form/Waste Shipment Record, properly filled out, and the Category I non-friable ACM certificate, must accompany each asbestos load for our records. This is to be delivered to the weighmaster at the scalehouse with each load and verified by the Landfill Asbestos Inspector.
  4. The Authority must be contacted at least twenty-four (24) hours prior to delivery to the landfill for an appointment. Notification should be made by calling the CSWMC (Sandtown) at (302) 284-3933 or the SSWMC (Jones Crossroads) at (302) 875-2004. If you cannot make your scheduled appointment, please call immediately and reschedule.
  5. Asbestos will be accepted from 8:00 a.m. to 3:00 p.m. Monday through Friday only. Unloading must be completed by 4:00 p.m.
  6. All asbestos loads containing Category I non-friable ACM must be wetted and covered.
  7. Upon arrival, the customer must notify the weighmaster at the scale that the load is asbestos containing material.
  8. Friable or Category II non-friable ACM shall not be mixed with Category I non-friable ACM.
  9. Asbestos waste must be unloaded by the customer at a location and in a manner as directed by the Asbestos Inspector.
  10. All vehicles carrying asbestos, except for homeowners, must display a placard while loading and unloading asbestos to read as follow:
-

**DANGER**  
**ASBESTOS DUST HAZARD**  
**CANCER AND LUNG DISEASE HAZARD**  
**Authorized Personnel Only**

If all the above described procedures are followed, the customer will be charged the current municipal solid waste user fee as established by DSWA for each facility.

\* Category I non-friable Asbestos Containing Material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, part 763, Section 1, Polarized Light Microscopy.

**DSWA ASBESTOS DISPOSAL PROCEDURE  
FOR  
CATEGORY II NON-FRIABLE ASBESTOS CONTAINING MATERIAL (ACM)\***

This procedure shall become effective April 1, 1995. Category II non-friable ACM will be accepted at the Central Solid Waste Management Center (CSWMC) and Southern Solid Waste Management Center (SSWMC) provided that the following procedure is followed:

1. The waste must be generated in the State of Delaware.
2. The CSWMC and SSWMC will accept Category II non-friable asbestos loads generated and brought by homeowners without limitation on quantity. Category II non-friable ACM brought by an asbestos contractor will be limited to five (5) cubic yards or less. Category II non-friable ACM loads brought by asbestos abatement contractors, which are greater than five (5) cubic yards, must be taken to the Northern Solid Waste Management Center (NSWMC), Wilmington, DE (302-577-3457 or 302-764-2732).
3. A copy of the Authority's Asbestos Disposal Form/Waste Shipment Record, properly filled out, must accompany each asbestos load for our records. This is to be delivered to the weighmaster at the scalehouse with each load and verified by the Landfill Asbestos Inspector.
4. The Authority must be contacted at least twenty-four (24) hours prior to delivery to the landfill for an appointment. Notification should be made by calling the CSWMC (Sandtown) at (302) 284-3933 or the SSWMC (Jones Crossroads) at (302) 875-2004. If you cannot make your scheduled appointment, please call immediately and reschedule.
5. Asbestos will be accepted from 8:00 a.m. to 3:00 p.m. Monday through Friday only. Unloading must be completed by 4:00 p.m.
6. All asbestos must be wetted and packaged in leak-proof clear plastic wrap or bags with a minimum of two (2) independent layers of 6 mil plastic, sealed with duct tape or equivalent waterproof tape, and labeled with the following two messages:

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

and

Waste Generator's Name and Address

Any other type of container must first receive approval from the DSWA.

---



The Authority may reject any asbestos waste which, in its sole opinion, is not properly wetted, packaged, or is contained in damaged packaging.

7. Upon arrival, the customer must notify the weighmaster at the scale that the load is asbestos containing material.
8. Friable ACM shall not be mixed with Category II non-friable ACM.
9. Asbestos waste must be unloaded by the customer at a location and in a manner as directed by the Asbestos Inspector.
10. All vehicles carrying asbestos, except for homeowners, must display a placard while loading and unloading asbestos to read as follow:

**DANGER**  
**ASBESTOS DUST HAZARD**  
**CANCER AND LUNG DISEASE HAZARD**  
**Authorized Personnel Only**

If all the above described procedures are followed, the customer will be charged the current municipal solid waste user fee as established by DSWA for each facility.

\* Category II non-friable Asbestos Containing Material (ACM) means any material, excluding Category I non-friable ACM, containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40 CFR, part 763, Section 1, Polarized Light Microscopy (PLM) that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

NOTE: asphalt/vinyl floor tiles, mastic/adhesive, transite materials and house siding are considered Category II materials.

DSWA Manifest # \_\_\_\_\_

## DELAWARE SOLID WASTE AUTHORITY

Please check one:

NSWMC \_\_\_\_\_  
Cherry Island  
(302) 764-2732

CSWMC \_\_\_\_\_  
Sandtown  
(302) 284-3933

SSWMC \_\_\_\_\_  
Jones Crossroads  
(302) 875-2004

### ASBESTOS DISPOSAL FORM/WASTE SHIPMENT RECORD

TYPE OF ASBESTOS: <sup>1</sup>FRIABLE \_\_\_\_\_ <sup>2</sup>CAT I NON-FRIABLE \_\_\_\_\_ <sup>3</sup>CAT II NON-FRIABLE \_\_\_\_\_  
REMOVAL CONTRACTOR LICENSE<sup>4</sup>: CLASS A \_\_\_\_\_ CLASS B \_\_\_\_\_ HOMEOWNER \_\_\_\_\_  
WAIVER<sup>5</sup> \_\_\_\_\_  
REMOVAL CONTRACTOR \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_  
BUILDING NAME \_\_\_\_\_ BUILDING OWNER (GENERATOR) \_\_\_\_\_  
BUILDING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ OWNER'S PHONE \_\_\_\_\_  
TYPE OF ASBESTOS PACKAGING \_\_\_\_\_ # OF CONTAINERS \_\_\_\_\_  
TOTAL QUANTITY \_\_\_\_\_ CUBIC YARDS  
WAS ASBESTOS WETTED BEFORE PACKAGING? \_\_\_\_\_ YES \_\_\_\_\_ NO  
ARE CONTAINERS LABELED AS ASBESTOS? \_\_\_\_\_ YES \_\_\_\_\_ NO  
I HEREBY CERTIFY THE ABOVE INFORMATION IS TRUE AND CORRECT:  
SITE CONTACT (JOB SUPERVISOR)  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
HAULER NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
DRIVER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

- 1 Friable asbestos material means any material containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F, 40CFR, Part 763, Section 1, *Polarized Light Microscopy*, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than ten (10) percent, as determined by a method other than point counting by Polarized Light Microscopy (PLM), verify the asbestos content by point counting using PLM.
- 2 Category I non-friable Asbestos-Containing Material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one (1) percent asbestos, as determined using the method specified in Appendix A, Subpart F 40 CFR, Part 763, Section 1, *Polarized Light Microscopy*.
- 3 Category II non-friable Asbestos-Containing Material (ACM) means any material, excluding Category I non-friable ACM, containing more than one (1) percent asbestos as determined using the methods specified in Appendix A, Subpart F, 40CFR, Part 763, Section 1, *Polarized Light Microscopy*, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

NOTE: asphalt/vinyl floor tiles, mastic/adhesive, transite materials and house siding are considered Category II materials.

- 4 As defined by the Department of Administrative Services, Division of Facilities Management, regulation governing the State of Delaware contractor/supervisor/worker asbestos training and certification program and training/certification for asbestos professional services.
- 5 Attach a copy of the written waiver as issued by the Department of Natural Resources and Environmental Control, Air Quality Management Section, Engineering and Compliance Branch.

**DSWA USE ONLY**

CATEGORY I NON-FRIABLE ACM CERTIFICATION \_\_\_\_\_ YES \_\_\_\_\_ NO

DOES VEHICLE HAVE PLACARD? \_\_\_\_\_ YES \_\_\_\_\_ NO

ASBESTOS HANDLER NAME: \_\_\_\_\_ CERTIFICATION # \_\_\_\_\_

ASBESTOS HANDLER NAME: \_\_\_\_\_ CERTIFICATION # \_\_\_\_\_

ASBESTOS HANDLER NAME: \_\_\_\_\_ CERTIFICATION # \_\_\_\_\_

ASBESTOS HANDLER NAME: \_\_\_\_\_ CERTIFICATION # \_\_\_\_\_

DISCREPANCY INDICATION SPACE:

ASBESTOS INSPECTOR:

DISPOSAL DATE: \_\_\_\_\_ DSWA TICKET NO: \_\_\_\_\_

TONNAGE: \_\_\_\_\_ WEIGHMASTER: \_\_\_\_\_

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**Appendix C:**

**Project Start Checklist  
Daily Project Checklist  
Containment Checklist**

**BATTA**

BATTA ENVIRONMENTAL ASSOCIATES, INC.  
Delaware Industrial Park  
6 Garfield Way  
Newark, DE 19713-5817  
Ph (302) 737-3376  
Fx (302) 737-5764  
www.battaenv.com

## DAILY PROJECT INSPECTION AND SAFETY AUDIT CHECKLIST

Project Name: \_\_\_\_\_

Work Area: \_\_\_\_\_

Project Monitor(s): \_\_\_\_\_

Abatement Contractor: \_\_\_\_\_

BEA#: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Checklist Page: 1 of 2

Abatement Supervisor: \_\_\_\_\_

**INSTRUCTIONS:** enter "C" in box for items found in compliance, "N" for items found NOT in compliance, line through items not applicable. For items marked "N" for non-compliance, make specific notes at the end of this checklist referencing the section (1.c, 3.a, etc.), describing deficiencies, and later what was done and when to correct deficiencies.

### 1. Equipment/ Temp Facilities

- a. ☐ Cords inspected for presence of grounding pin and lack of cuts/damage, non acceptable equipment removed from site
- b. ☐ GFCI actively used on every primary electrical connection prior to cord entry to containment/ work area
- c. ☐ Scaffolds: complete with guard rails (hand, mid, toe) and proper access (attached ladder, stairs, etc.)
- d. ☐ Ladders: Non-Wooden, unpainted, undamaged (fit for use), appropriate type and size
- e. ☐ Lifts: trained operator, safety checked, acceptable power source, appropriate size and reach
- f. ☐ Hoses: leak-tight, good condition, washers in place
- g. ☐ Backflow protection device in place at every connection to site water supply
- h. ☐ Fire Extinguishers: Inspected, appropriate type and size, sufficient quantity for size of job, appropriately located
- i. ☐ First Aid supplies: adequate, complete, accessible

### 2. PPE

- a. ☐ Eye Protection
- b. ☐ Hard Hats
- c. ☐ Gloves
- d. ☐ Footwear appropriate for task
- e. ☐ Safety Harness
- f. ☐ Safety Lanyard
- g. ☐ Fall arrestor system
- h. ☐ Full Body Coveralls with hood and feet, i. ☐ NO street clothes under, (except in cold weather conditions below 32°)
- j. ☐ Respirators: ☐ Half face (NOT allowed on site for State related work)  
☐ Full face PAPR, powered ☐ Full face PAPR, negative pressure (dual cartridge)  
☐ Supplied air ☐ Emergency Back-up, Large tanks properly secured, 1 per every 3 workers  
☐ Emergency Back-up, small personal tanks, 1 per every worker  
☐ Emergency escape filter, 1 per every worker

### 3. Decon

- a. ☐ 2 stage
- b. ☐ 3 stage
- c. ☐ 3 stage remote
- d. ☐ Waste water handling:
- e. ☐ Filters
- f. ☐ Gel
- g. ☐ Holding tank
- h. ☐ Hot water
- i. ☐ Soap
- j. ☐ Towels
- k. ☐ Decon followed by all
- l. ☐ Respirator wipes / wash with disinfectant readily available

# DAILY PROJECT INSPECTION AND SAFETY AUDIT CHECKLIST

**Project Name:**

**Work Area:**

**Project Monitor(s):**

**Abatement Contractor:**

**BEA#**

Date:

**Checklist Page: 2 of 2**

**Abatement Supervisor:**

#### 4. Pressure Differential Air Filtration Devices (AFD)

- a. ☐ Running prior to start of work
- b. ☐ Recording manometer in place AND recording
- c. ☐ Sufficient pressure differential (at least 0.020" water)
- d. ☐ Pressure Differential Readings corroborated (see data to right)
- e. ☐ Filter changes: (time) \_\_\_\_\_

- f. ☐ AFD's: Number running \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Number on standby \_\_\_\_\_

## 5. Enclosure

- a. ☐ Inspection, beginning of shift      b. ☐ Inspection, end of shift  
c. ☐ Acceptance of enclosure prior to start of removal  
d. ☐ Access is properly controlled to work area and surrounding areas

## 6. General

- a. ☐ General Area clean, neat ☐ organized ☐ w/o hazards, 15. \_\_\_\_\_
- b. ☐ Work area asbestos regularly picked up
- c. ☐ Dumpster secure and locked ☐ start and ☐ end of shift checks, ☐ pre and ☐ post bagout.

## 7. Air Monitoring Sampling Performed

- a. ☐ Work Area / IWA
- b. ☐ Perimeter / OWA
- c. ☐ Clean Room
- d. ☐ AFD Exhaust
- e. ☐ Outside Building
- f. ☐ Personal/BZA (1.5-2.5 l/m)
- g. ☐ Short term Exposure Limit (STEL- 30 minute sample at 1.6-2.5 l/m)

## 8. Notes

## Reference

### Descriptions, Actions, etc.

	Time Read	Contractor's Unit	BEA Unit
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

# ABATEMENT CONTAINMENT APPROVALS CHECKLIST

This checklist must be posted on each containment at the decon entrance and maintained daily throughout the project.

NO WORK LISTED IN A SECTION BELOW MAY BEGIN UNTIL ALL OF THE PRECEEDING SECTION'S ITEMS ARE COMPLETE

- ☐ Contractor Postings Posted:
  - ☐ 10 Day Notice to DNREC
  - ☐ 10 Day Notice to EPA Region 3
- ☐ Specification or Scope of Work on site.
- ☐ Contractors Work Plan on site.
- ☐ Abatement Contractor Physicals/ Dr. Clearance and Fit Test on site.
- ☐ Abatement Contractor Worker Acknowledgement Forms.
- ☐ Badges on site.
- ☐ Backflow devices on site (one for every water access point to be used concurrently).
- ☐ Printing and alarming Manometer on site (one for every containment to be active concurrently).
- ☐ HEPA Air Filtration Devices on site (minimum one for every work area to be prepped or active concurrently).
- ☐ Shower system on site (one for every work area to be prepped or active concurrently).
- ☐ Hose sufficient in length to run from water access point to Decon Shower on site.
- ☐ Portable Electric Breaker Panel with GFCI protected circuits on site (if required).
- ☐ Sufficient length of electric service cable to run from source to furthest appropriate panel location for job on site (as required).
- ☐ Waste Labels specific to this site on site.
- ☐ Clear waste bags on site (for use as second bag, ensuring ability to verify double bagging).

## PREP WORK MAY NOW BEGIN

- Date \_\_\_\_\_ Time \_\_\_\_\_ Initials \_\_\_\_\_
- ☐ Decon Complete and functional (with soap, shampoo, and towels available, and with waste water pump attached and functional).
  - ☐ Criticals Complete.
  - ☐ Floor, Walls, Ceiling Complete.
  - ☐ Bagout Complete.
  - ☐ Pressure Differential in excess of 0.020 is established and maintained for minimum of 30 minutes.
  - ☐ Water for removal is connected, hose is sufficient in length to access all required areas, and has amending agent adding capabilities functional.
  - ☐ Waste Dumpster, Trailer, or Company Truck for Daily Hauling of Waste is lined, locked, and ready to accept waste.
  - ☐ Project Monitor has inspected and approved containment for removal.
  - ☐ DFM personnel have inspected and approved containment for removal or have waived their inspection right.

## REMOVAL MAY NOW BEGIN

- Date \_\_\_\_\_ Time \_\_\_\_\_ Initials \_\_\_\_\_
- ☐ Should the need arise to deviate from the work schedule stated in the notifications, that change in schedule has been transmitted to DFM, the Building Owner, any parties whose schedule is related to the abatement contractor's schedule, and revised notifications have been issued to DNREC and EPA region 3.
  - ☐ 24 hours prior to anticipated request for visual inspection, Abatement Contractor Supervisor advises Project Monitor to advise Project Manager who will advise DFM personnel that a request for visual inspection is anticipated within 24 hours.
  - ☐ Abatement Supervisor performed visual inspection which passed his/her criteria and requests visual from Project Monitor.
  - ☐ Project Monitor notified Project Manager & Project Designer of intent to perform visual inspection. Project Manager has notified DFM Personnel.
  - ☐ Project Monitor (with/without) DFM present, performed visual inspection which passed his/her criteria.
  - ☐ DFM personnel have (performed and passed / waived their opportunity to perform) visual inspection of the area.
  - ☐ Certificate of Visual Inspection & Clearance has been signed by Monitor, Contractor, Designer, & Owner.

## ENCAPSULATION MAY NOW BEGIN

- Date \_\_\_\_\_ Time \_\_\_\_\_ Initials \_\_\_\_\_
- ☐ Project Monitor has notified Project Manager to notify DFM personnel of intent to perform Final Air Clearance testing within the next 24-48 hours.
  - ☐ Encapsulation complete and area has dried / had sufficient air exchanges.
  - ☐ Box Fans have been installed and connected to power sources and are running.
  - ☐ Leaf blower has been utilized to agitate air sufficiently.
  - ☐ Vacuum pumps have been placed and connected to power sources and started to ensure operation.
    - No samples shall be any closer than 3' from any other sample, unless they are side by side duplicate samples.
    - Inside samples are located in representative areas scattered throughout the containment.
    - Outside Work Area samples are located in areas representative of incoming air to the containment, typically in the area of the decon. Ideally each OWA sample is located 10 to 20 feet away from any other OWA samples.

## FINAL AIR CLEARANCE SAMPLING MAY NOW BEGIN

- Date \_\_\_\_\_ Time \_\_\_\_\_ Initials \_\_\_\_\_
- ☐ Sample cassettes are attached to vacuum pumps and the flow rates adjusted to appropriate flow rate.
  - ☐ Samples have run an appropriate amount of time considering the air quality conditions outside containment.
  - ☐ Samples have been transported to the lab, analyzed, and the results are Passing the clearance criteria.
  - ☐ Project Monitor or Project Manager notified the Abatement Contractor Supervisor, and or posted the result.

AIR FILTRATION DEVICES AND DECON UNIT MAY NOW BE SHUT DOWN / REMOVED FROM THE CONTAINMENT  
ALL REMAINING POLY, CRITICALS, EQUIPMENT, ETC MAY NOW BE REMOVED

Work Area: \_\_\_\_\_

BEA #: \_\_\_\_\_

me: \_\_\_\_\_

## **Appendix D:**

**Bid Tabulation Form  
Certificate of Visual Inspection  
Certificate of Worker's Acknowledgment  
Submittal Requirements / Compliance Form  
Certificate of Work Completion  
Application for Payment**



**BID TABULATION FORM**  
**ALL BIDS MUST BE SUBMITTED IN TRIPLICATE AND IN THIS ORDER**

**PROJECT NAME:**

**PROJECT NUMBER:**

DATE:

[illegible]

**BATTA ENVIRONMENTAL ASSOCIATES, INC.**

**CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT**

PROJECT NAME \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT ADDRESS \_\_\_\_\_

CONTRACTOR'S NAME \_\_\_\_\_

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the Owner for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you.

**RESPIRATORY PROTECTION:** You must have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. You must be given a copy of the written respiratory protection manual issued by your employer. You must be equipped at no cost with the respirator to be used on the above project.

**TRAINING COURSE:** You must have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. This training must have been the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement worker training (40 CFR Part 763, Subpart E, Appendix C).

\*Topics covered in the course must have included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of protective equipment
- Pressure Differential Systems
- Work practices including hands on or on-job training
- Personal decontamination procedures
- Air monitoring, personal and area

**MEDICAL EXAMINATION:** You must have had a medical examination within the past 12 months at no cost to you. This examination must have included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer.

Signature \_\_\_\_\_ Social Security No \_\_\_\_\_

## **TIMED CONSOLIDATED SUBMITTALS LISTING -**

### **I. WITH BID:**

1. Bid Form - Prices - Number of Days - Acknowledgement of Addenda
2. Sample Certificate of Insurance
3. Bid Bond or Certified Check in the Amount of 10% of Bid
4. Sub-Contractors List
5. Notification of Citation - Current
6. Non-Collusion Statement
7. References related to this work
8. Delaware Certification
9. City of Wilmington License - if required
10. List of Major Equipment

### **II. BEFORE START OF WORK:**

1. Pre-Construction Inspection
2. Project Coordination
3. Permits
4. Notifications to DNREC & EPA
5. Work Area Design & Layout Plans with Local Exhaust Air Circulation System
6. Type "C" System Diagram and Operating Instruction
7. Product Substitution
8. Employee Training & Certification Documents - current (for each employee)
9. Employee Health Documentation
10. Equipment Certification
11. Rental Equipment Notification
12. NIOSH Approved Respirators
13. Documentation of Respirator fit test & Protection Program
14. Periodic Job Progress Format
15. Filter Change Log Format
16. Work Schedule & Manpower Requirements (number on job)
17. Contingency Plan for Emergency Action with Telephone Numbers and Connections of Emergency Services
18. Name of Job Foreman
19. Performance Bond
20. MSDS Sheets
21. Certificate of Worker Acknowledgement

### **III. WITH APPLICATION OF PAYMENT:**

1. Certification of Work Completion
2. Waiver of Mechanics Lien & Proof that Taxes were Paid
3. Certification of Visual Inspection
4. Asbestos Disposal Chain of Custody
5. Disposal Receipts and Bill of Lading
6. Release from All Sub-Contractors

**END OF SUBMITTAL CHECKLIST**

**CERTIFICATION OF WORK COMPLETION**

Project Name: \_\_\_\_\_

In accordance with Section 01711 "Project Decontamination" and Section 01714 "Work Area Clearance" the Contractor hereby certifies that all work on the above referenced project has been completed and all specifications and pertinent regulations were followed. Appropriate authorities were notified including DNREC, EPA, and Delaware Solid Waste Authority.

By: (Signature) \_\_\_\_\_

Date: \_\_\_\_\_

(Print Name) \_\_\_\_\_

(Print Title) \_\_\_\_\_