



## Informal Request for Quotations

IRFQ #2011-1158-2005

July 29, 2010

City of Newport News Office of the Purchasing Director

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8032 Fax: (757) 926-8493

[nngov.com/purchasing](http://nngov.com/purchasing)

### Abatement 1<sup>st</sup> Floor Ceiling Area of Doris Miller Recreation Center, 2814 Wickham Avenue

Quotations, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Agent, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, until the due date and hour shown below (local prevailing time), for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

**Scope of Work:** The removal of asbestos-containing Thermal System Insulation (T.S.I.) on HVAC ductwork within the first floor ceiling area of Doris Miller Recreation Center.

**Mandatory Pre-Bid: 10:00 a.m., August 5, 2010 @ Doris Miller Recreation Center**

**Quotation Due: August 10, 2010 @ Close of Business**

Contract Officer: *Shari D. Colvin*

Shari D. Colvin, CPPB, VCO, Deputy Director, [scolvin@nngov.com](mailto:scolvin@nngov.com)

**This form must be signed.** Initial all pages on the space provided, as well as subsequent addenda. All signatures must be original and not photocopies. If you wish to submit a "No Quote", fill in the cover page and return or contact the Purchasing Department.

**THE ORIGINAL "SECTION A" AND ONE DUPLICATE COPY IS REQUESTED**

In compliance with this Request for Quotations, and subject to all the conditions thereof, the undersigned offers, if this quote is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this quote, and is authorized to contract on behalf of firm named below.

**This Public Entity does not discriminate against faith-based organizations.**

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

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

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

*(This Form Must Be Signed)*

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## **Section A**

## CONDITIONS AND INSTRUCTIONS

Rev. 5-12-2010

1. **All quotes must be submitted on and in accordance with this form. All quotes may be submitted by email, fax or in electronic form.**
  
2. **Availability of Funds:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts, which envision extended funding through successive fiscal period shall be contingent upon actual appropriations for the following years.
  
3. By signing this quotation, the service provider assigns to the City of Newport News any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this quote. This provision is remedial in nature and is to be liberally construed by any court in favor of the City of Newport News.
  
4. **Appeals Procedure:** Upon request administrative appeals information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of quotes, appeals from disqualification's and determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.
  
5. **Applicable Law and Courts:** Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
  
6. **Non-Discrimination: This Public Entity does not discriminate against faith-based organizations.** During the performance of this contract, the successful contractor agrees as follows:
  - a. He will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where one or more of these are

- b. a bona fide occupational qualification reasonable necessary to the normal operations of the contractor. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

7. **Direct contact with City departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or his representative.**

8. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number

issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: \_\_\_\_\_

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9. It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. The provider is required to include a statement indicating the planned use of such businesses in fulfilling this contract.

The City provides a directory of Newport News Minority and Women-owned businesses. The directory is available at no additional cost. They may be obtained from the Departments of Purchasing, Engineering, Planning or Development.

10. Quotes and amendments thereto, if received by the City after the date and time specified for the solicitation opening, will not be considered. It will be the responsibility of the service provider to see that their quote is in the Purchasing Office by the specified time and date. If City Hall is closed for business at the time scheduled for opening, for whatever reasons, quotes will be accepted on the next business day of the City, at the originally scheduled hour.
11. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of manufacturer, brand, make or catalog designation in specifying an item does not restrict providers to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence that it will serve as that specified. In submitting quotes on a commodity other than specified, the service provider shall furnish complete data and identification with respect to the

alternate commodity offered.

Consideration will be given to quotes submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the provider does not indicate that the commodity proposed is other than specified, it will be construed to mean that the provider proposes to furnish the exact commodity described.

12. Award will be made to the lowest responsive and responsible provider as determined by the LUMP SUM PRICE. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the quote.
13. The City reserves the right to reject any and all quotes in whole or in part, and to waive any informality if it is determined to be in the best interest of the City to do so.
14. Notice of award is not to be construed to be "Notice to Proceed". The City will schedule a preconstruction meeting to review the work plan, receive the submittals as may be required including bonds, insurance, permits, etc. A formal "Notice to Proceed" will be given which shall start the time for which the Contractor is responsible for completion of the project.
15. **Special Note:** The successful contractor shall furnish all required bonds, certificates of insurance and required endorsements on City approved forms included in this bid package. Any other forms are not acceptable and shall not be approved by the City Attorneys office. Time is critical on this work and non-compliance will delay the work and may be cause to make award to the next qualified contractor.
16. **Engineering Standard Specifications:** This contract consists of plans, technical specifications and Department of Engineering Standard Specifications. The Standard Specification are available for \$15.75, including tax, per copy non-refundable, from the Department of Engineering, City Hall Building, 8th floor, Newport News, Virginia 23607, telephone (757) 926-8611. In the Standard Specification any/all references to the Director of Engineering, which involves the initial Request for Quotation and prior to an actual contract being awarded shall be defined and interpreted as the City's Purchasing Director or his designee.

17. **Liquidated Damages:** TIME IS OF THE ESSENCE ON THIS CONTRACT. Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work at each site, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$300.00**. Execution of the contract under these specifications shall constitute agreement by the City and Contractor that this amount per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs. Permitting the Contractor to continue and finish the work or any part thereof after the contract time or adjusted contract time, as pertinent, has expired shall in no way operate as a waiver on the part of the City or any of its rights under the contract.

Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the work on time.

18. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
19. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor certifies that he does not and will not during the performance of this Contract violate the provisions of the**

**Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.**

20. **Contractor's License:** If a contract is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair of improvements undertaken by the contractor within any twelve-month period is three hundred thousand dollars (\$300,000) or more, the contractor is required under Title 54.1, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed as a "Class A Contractor". If a contract is fifteen hundred dollars (\$1,500) or more but less than seventy thousand dollars (\$70,000), the contractor is required to show evidence of being licensed as a "Class B Contractor".

Contractors who qualify for license as a "Class C" certificate will be authorized to do jobs in the range of \$1,000-\$7,500. Electrical, plumbing and heating \ ventilation \ air conditioning contractors are not eligible for Class C. A valid business license from the City may be required. The provider shall complete whichever of the notations is appropriate:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

"Licensed Class C Virginia Contractor No. \_\_\_\_\_."

"Contract is less than \$1,500 therefore licenser is not required under Title 54, chapter 7, Code of Virginia (1950) as amended."

21. **Bid Bond:** A bidder's bond or certified check in the amount of five percent (5%) of the amount bid shall accompany any bid in excess of \$100,000 for the bid to be considered.
22. **Performance and Labor and Material Payment Bond:** The Contractor may be requested to furnish within ten (10) calendar days of notice of intent to award, a performance bond and a labor and material payment bond, (use only forms attached to bid unless approved by City Attorney) in the amount of the contract price as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The surety on such bonds shall be duly authorized to do business in the

Commonwealth of Virginia and satisfactory to the City.

23. **Permits:** Contractor shall be responsible for obtaining all permits, as required by the City of Newport News, prior to start of abatement. City of Newport News, Department of Codes Compliance now enforces and requires asbestos abatement permits to be obtained pursuant to Virginia Uniform Statewide Building Code (USBC), Section 108.1, Item #4. This section requires an abatement permit for “Removal or disturbing of any asbestos containing materials during the construction or demolition of a building or structure, including additions.”
  
24. **Insurance:** The Contractor shall maintain liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen’s compensation laws. The Contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

Effective 9/1/02, the City of Newport News shall require additional insurance for Third Party Jobsite Pollution and Hazardous Material liability insurance for all abatement projects. Proof of these insurances may appear as additional policies on the certificate of insurance or as endorsements to existing policies. In either case, the City of Newport News, C/O Purchasing Department 2400 Washington Ave, Newport News, VA 23607 shall be named as additional insured on EACH policy.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker’s compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached (**see Section B**).

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original Contractor liable for excess costs.

**SMALL, MINORITY, WOMEN-OWNED  
BUSINESS OBJECTIVES**

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

**Complete the following information and return the form with your package.**

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

**SBE**                          **MBE**                          **WBE**   

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

Total **MBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

Total **WBE** Dollars to be Sub-contracted \$ \_\_\_\_\_

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

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**ANTI-COLLUSION CERTIFICATION**

The service provider certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same product and that this quote is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The provider understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The service provider also understands that failure to sign this statement will make the quote non-responsive and unqualified for award.

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

Name of Company: \_\_\_\_\_

EXCEPTION PAGE

EXCEPTIONS:

Provider must sign the appropriate statement below, as applicable:

( ) Provider understands and agrees to all terms, conditions, requirements, and specifications stated herein.

Firm: \_\_\_\_\_

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

( ) Provider takes exception to terms, conditions, requirements, or specifications stated herein (Provider must itemize all exceptions below, and return with this quotation):

Firm: \_\_\_\_\_

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

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

**Specify payment terms if other than "2%-20, Net 30";** \_\_\_\_\_

Payment terms shall be considered in determining the low bidder.

Providers should note that any exceptions taken from the stated terms and/or specifications may be cause for their submittal to be deemed "non-responsive", risking the rejection of their submittal.

**Quotation Results**

For a complete written tally sheet, please go to our website: [www.nngov.com/purchasing](http://www.nngov.com/purchasing)  
Tallies will be posted within 24 hours of bid opening.

## NOTICE TO CONTRACTORS

Quotations will be received by the Department of Purchasing of the City of Newport News, Virginia, on the 4th Floor, City Hall Building, 2400 Washington Avenue, no later than **August 10, 2010, at the Close of Business for the Abatement of Doris Miller Recreation Center, 2814 Wickham Avenue.**

Please be advised that all technical or procedural questions in reference to this project must be directed to Shari D. Colvin, CPPO, VCO, Deputy Director, of the Department of Purchasing via fax (757) 926-8038, and/or e-mail: [scolvin@mngov.com](mailto:scolvin@mngov.com).

**Scope of Work** – The removal of asbestos-containing Thermal System Insulation (T.S.I.) on HVAC ductwork within the first floor ceiling area of Doris Miller Recreation Center.

Each quote greater than \$100,000 shall be accompanied by a bidder's bond or a certified check of five percent (5%) of the amount of the quote. Performance and Labor & Material Payment Bond amounting to one hundred percent (100%) of the contract price may be required of the successful contractor.

**This contract consists of plans, technical specifications and Department of Engineering Standard Specifications. The Standard Specification are available for \$15.75, including tax, per copy non-refundable, from the Department of Engineering, City Hall Building, 8th floor, Newport News, Virginia 23607, telephone (757) 926-8611. If the Contractor submitting a quote does not have a set of the current Department of Engineering Standard Specifications, a set SHALL BE PURCHASED prior to submitting a quote at a cost of \$15.75, including tax per copy, non-refundable and shall be maintained on the job site at all times until completion of the project.**

The attention of the provider is invited to the provision of Chapter 11 of Title 54.1 of the Code of Virginia regulating the practice of general contracting under which it will be necessary for the provider to show evidence of certificate of registration as provided by said code.

The City of Newport News reserves the right to reject any or all quotes.

Everett P. Skipper, P.E., B.C.E.E.  
Director of Engineering  
2400 Washington Avenue  
Newport News, VA 23607

To The City Manager  
City of Newport News  
Newport News, Virginia

Dear Sir:

In submitting this quote, the undersigned declares that he is, or they are, the only person, or persons, interested in said quote, that it is made without any connection with any person making another quote for the same contract; that the quote is in all respects fair and without collusion, fraud or mental reservation; and that no official of the City, or any person in the employ of the City, is directly or indirectly, interested in said quote, or in the supplies or work in which it relates, or on any portion of the profits thereof.

The undersigned also declares that he had, or they have, examined all the specifications, specifically including the Standard Specifications, August 1, 1983, form of contract, and that he has, or they have, personally inspected the actual location of the work together with the local sources of supply and understands that in signing this quote, he, or they, waive all right to plead a misunderstanding regarding the same.

The undersigned further understands and agrees that he is, or they are, to furnish and provide for the respective item price quote, all necessary materials, machinery, implements, tools, labor, service, et cetera, and to do, and perform all the work necessary under the aforesaid conditions to complete the improvements aforementioned in accordance with the specifications for said improvements which specifications, it is agreed, are a part of this quote, and to accept in full compensation therefore, the Lump Sum price for each location.

## QUOTATION

Furnish all labor, materials, equipment, and supervision necessary for the complete removal, proper handling, and legal disposal of asbestos-containing material, and the subsequent cleaning of the contaminated areas.

**Abatement 1<sup>st</sup> Floor Ceiling Area of Doris Miller Recreation Center, 2814 Wickham Avenue**

\$ \_\_\_\_\_ (Lump Sum Price)

At times abatement projects lend themselves to uncertainties and discoveries not within the scope of work. The City reserves the right to require the successful contractor to provide a performance bond and labor and material bond before award of this project. The pricing will not determine the lowest responsive, responsible provider.

Contractor may be required to provide performance bond and labor and material bond for the **Abatement 1<sup>st</sup> Floor Ceiling Area of Doris Miller Recreation Center, 2814 Wickham Avenue**

Price to furnish performance bond and labor and material bond: \$ \_\_\_\_\_

### NOTE:

1. The Contractor shall be responsible for visiting the project site to ascertain that his quote reflects the amount of work required for a complete functional project constructed in accordance with the intent of the project plans and specifications.
2. The Contractor shall be responsible for the adequacy of equipment submitted for use on the project.
3. Award of the contract shall be in accordance with Section 2-563 of the City Procurement Code and shall be based on the lump sum price as shown on this page.
4. "Time is of the essence"; Therefore, the abatement shall be complete per specifications within seven (7) business days excluding weekends and holidays after notice to proceed or liquidated damages of \$300.00 per day, including any part of a day, shall apply. "Notice to Proceed" shall not be given until all insurances and bonds have been reviewed and accepted by the City Attorney.
5. All work shall comply with the current City of Newport News Standards & Specifications.

*On acceptance of this quote for said work, the undersigned does, or do hereby bind himself, or themselves, to enter into a written contract within ten (10) days of award, with the said City, and to give the required bond and surety to perform said work for the consideration above named.*

The service provider agrees to complete the entire work within **seven (7) days** excluding weekends and holidays, from the "Notice to Proceed".

State Contractor License Number \_\_\_\_\_

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

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

*(Street; PO Box not acceptable)*

\_\_\_\_\_  
*(City, State and Zip Code)*

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

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

ADDENDA  
No.

ACKNOWLEDGED  
Initial

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THE ORIGINAL SECTION A AND ONE DUPLICATE COPY IS REQUESTED. IF CONTRACTOR DESIRES TO MAKE ANY ALTERNATIVE QUOTE ON DIFFERENT TYPE OF CONSTRUCTION THAN ONE CALLED FOR, IT SHALL BE ENCLOSED ON A SEPARATE SHEET.

## **Section B**

## **INSURANCE ENDORSEMENTS**

**Insurance:** The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance. Original signatures (not photocopies) are required and binder numbers will not be accepted.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Effective 9/1/02, the City of Newport News shall require additional insurance for Third Party Jobsite Pollution and Hazardous Material liability insurance for all abatement projects. Proof of these insurances may appear as additional policies on the certificate of insurance or as endorsements to existing policies. In either case, the City of Newport News, C/O Purchasing Department 2400 Washington Ave, Newport News, VA 23607 shall be named as additional insured on EACH policy.

Contractor shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u><b>TYPE INSURANCE COVERAGE</b></u>	<u><b>LIMITS</b></u>
1. Workman's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3. Property Damage Liability	\$100,000.00 each Occurrence
4. Jobsite Pollution	\$100,000.00 each Occurrence
5. Hazardous Material Liability	\$100,000.00 each Occurrence

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name of Person or Organization:

**City of Newport News  
c/o Purchasing Department  
2400 Washington Avenue  
Newport News, VA 23607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93  
Endorsement

Alternate Employer

WC 00 03 01

**Policy Amendment**

**If the following information is not complete, refer to the appropriate information page attached to the policy.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>	

**SCHEDULE**

Alternate Employer

Address

State of Special

or Temporary Employment

**City of Newport News, Purchasing Dept.  
c/o Purchasing Department  
2400 Washington Avenue,  
Newport News, VA**

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This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

**WORKER'S COMPENSATION**

**CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance \_\_\_\_\_ Yes

Insurance Company: \_\_\_\_\_

Policy Expiration Date: \_\_\_\_\_

B. Is self-insured for workers' compensation \_\_\_\_\_ Yes

Title of Construction Contract:

**Abatement 1<sup>st</sup> Floor Ceiling Area of Doris Miller Recreation Center, 2814 Wickham Avenue**

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

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

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

**Bond #** \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned \_\_\_\_\_  
\_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as  
Surety, acknowledge ourselves held and firmly bound unto the City of Newport News, Virginia  
as Obligee, in the amount of \_\_\_\_\_  
\_\_\_\_\_ dollars, (\_\_\_\_\_) for the payment of which,  
well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

WHEREAS, the said \_\_\_\_\_  
did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the City  
of Newport News, Virginia for the **Doris Miller Recreation Center, 2814 Wickham Avenue,  
IRFQ #2011-1158-2005**, which said contract is by reference made a part hereof, is hereinafter  
referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all  
respects promptly and faithfully comply with and fulfill all the terms and conditions of said  
contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any change, alteration or addition to the terms of the  
Contract or extension of time made by the Owner.

Whenever principal shall be, and declared by Obligee to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by the Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligee to principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to principal.

It is hereby expressly further understood and agreed that this Bond is also given and made against defective material and workmanship in the said work covered by the said Contract, provided, however, that no suit, action or proceeding, by reason of any defect whatever, shall be brought upon this Bond after one (1) year following (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, if the action be for such.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of Obligee.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

Signature of Authorized  
Owner, Partner or Officer

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
Attorney In Fact

**Attach Original Power of Attorney**

City Attorney Use Only	
<b>APPROVED AS TO FORM</b>	
_____ City Attorney	_____ Date

## LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_  
 \_\_\_\_\_, as Principal, and  
 \_\_\_\_\_, as  
 Surety, acknowledge ourselves held and firmly bound unto the City of Newport News,  
 Virginia as Obligee in the amount of  
 \_\_\_\_\_ Dollars (\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said \_\_\_\_\_ did, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a contract with the City of Newport News, Virginia, for the **Doris Miller Recreation Center, 2814 Wickham Avenue, IRFQ #2011-1158-2005**, which said contract is by reference made a part hereof, as fully and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for IRFQ#2011-1158-2005

use in the performance of the Contract, labor and material being construed to also include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice of the following:

The Principal, the City, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to the Principal, City and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Surety

BY \_\_\_\_\_

ATTORNEY-IN-FACT

\_\_\_\_\_  
Resident Virginia Agent of Surety  
(if original agent is non-resident)

Approved  
As to Form

\_\_\_\_\_  
City Attorney

Submit with Power of Attorney

## **SECTION C**

## SPECIAL CONSTRUCTION CONDITIONS

1. When the Contractor chooses to work Sunday or any City Holiday, the Contractor shall be required to pay the City for project inspection services for those days. The payment rate is established at \$75.00 per inspector, per hour, for each hour the inspector(s) provides the inspection service, which shall include travel time to and from the site. The Contractor shall submit with each monthly invoice for specific billing period a check payable to the City of Newport News in an amount equivalent to the hours of inspection service times the above rate. There shall be a minimum service time requirement of two (2) hours per inspector.
2. The Contractor shall request approval from the City of any scheduled work on Sundays or Holidays a minimum of 72 hours prior to the scheduled work date. Approval by the Director of the Department of Engineering or his representative is required. There is no obligation or requirement that the City provide this service, and the City cannot guarantee the availability of an inspector. Note: This requirement may not apply to contracts where work hour restrictions established by the City will require Sunday or Holiday work.
3. Work shall start at 7 a.m. each work day for this abatement project at Doris Miller Recreation Center. Deviation from this schedule shall be approved by the Engineer prior to commencement. Contractor shall work no more than 48 hours in one week including Saturday. If contractor works over 48 hours or on Sundays or Holidays he shall adhere to the requirements of Items 1 and 2 of the Special Construction Conditions.
4. This contract shall be awarded based on a lump sum bid. No adjustments shall be made to the contract amount after award. **There will be a mandatory pre-bid meeting.** Contractors shall field verify all quantities and conditions prior to submitting a bid. All asbestos-containing Thermal System Insulation (TSI) shall be removed in its entirety from the HVAC ductwork within the first floor ceiling area of Doris Miller Recreation Center.
5. The contractor shall submit proof that he currently holds a license for the use of all patented equipment or systems used in conjunction with this contract or provide the City with a notarized statement attesting that a particular system or piece of equipment does not violate any patents. Also, a hold harmless statement shall accompany any claims of non-patent infringement.
6. Work shall not be subcontracted without prior approval from the City.
7. Unless otherwise stated herein, all work shall be done in accordance with these technical specifications and the Department of Engineering Standard Specifications. A copy of the Standard Specifications shall be obtained from the Engineering Department at a cost of \$15.75 and must be kept on the job site at all times with these technical specifications. Work shall not commence until all specifications are on site and verified by the Engineer.

8. The Contractor shall certify that his workers are State licensed and are certified under AHERA (40 CFR Part 763), copies of training certificates and licenses shall be submitted for any employee working on City property. *All supervisors and workers shall provide picture I.D.'s to verify licenses submitted as required of the contractor.*
9. The Contractor shall type on his final estimate for payment the following statement:

"I certify this final payment to be just and true for work performed by (Contractor Name) and upon receipt of Balance Due, do hereby release the City of Newport News for all liabilities, obligations and claims upon Contract No. \_\_\_\_\_."
10. This contract shall be completed within **7 (seven)** working days, Monday through Friday, excluding weekends and Holidays, from "Notice to Proceed". Liquidated damages of \$300.00 per day will be assessed for any work not completed within the time frame indicated.
11. Waste generated from sites other than this project is not allowed to be deposited in storage trailers/containers located on City property.
12. **This abatement project has been declared an emergency abatement and a letter shall be provided to the Contractor for notification purposes.** It shall be the Contractors responsibility to comply with all Federal and Commonwealth of Virginia laws and regulations (i.e. notifications, permit fees, disposal, etc.).

## I. Scope of Work

This scope of work and technical specifications, applies to the removal, proper-handling, and legal disposal of asbestos-containing Thermal System Insulation (TSI) on HVAC ductwork within the first floor ceiling area of the Doris Miller Recreation Center, 2814 Wickham Avenue.

All abatement shall be conducted in contained work areas with a pressure differential of at least **0.02"** water between the inside of the containment and the outside general area. It is the intent of this contract to remove all asbestos-containing T.S.I. on HVAC ductwork within the ceiling area of the first floor.

A five-stage decontamination unit will be required for entry into the work area(s). It shall be located where directed by the Engineer. All entry into and exit from the work area(s) shall be through the decontamination unit. The decontamination unit, containment work area barriers and waste pass-out facilities shall all be constructed out of true 6-mil thick polyethylene sheeting. When required to be located outside, the decontamination units and waste pass-out enclosures shall be constructed with plywood (1/2" minimum), shall be lockable and shall be wrapped with two layers of black 10-mil polyethylene.

*Depending on the abatement plan submitted by the contractor and approved by Engineering, any or all of the following procedures may apply.* All HVAC return grills shall be removed and the ductwork HEPA vacuumed and wet wiped as far as possible into the duct prior to sealing as critical barriers. All HVAC perimeter units shall have the covers removed and all T.S.I. with-in shall be abated. All window sills shall be HEPA vacuumed and wet wiped prior to placement of critical barriers. All exterior openings, HVAC diffusers, convection units, roof penetrations, cabinets, shelves, sinks, fixed equipment, etc. (critical areas) shall be covered with one layer of 6 mil polyethylene. *After these critical barriers have been secured the walls and floors shall then be covered with two layers of polyethylene.* Once the containment has been inspected and approved by the Engineer, with the pressure differential established, removal may begin.

Contractor shall proceed with the abatement with all TSI on ductwork within the first floor ceiling area which shall be removed in its entirety. *Bridging encapsulant shall be applied to*

areas where the ductwork enters block chases and asbestos-containing TSI is present and not accessible for removal. Once all work has been completed and all waste has been passed out a visual inspection of the work area shall be conducted by the Engineer. If approval is given, the entire work area shall be HEPA vacuumed and wet wiped (mopped). Once this has been accomplished and approved by the Engineer the outer layer of polyethylene shall be removed and the entire work area shall be sprayed with an approved encapsulant as called for in the following technical specifications. Once the encapsulant has dried, a second visual inspection of the area will be conducted. If no visible debris is found then the final clearance monitoring shall be performed by Engineering personnel.

Once the areas have passed final clearance air sampling all remaining polyethylene (critical barriers) shall be taken down, double-bagged and disposed of as asbestos-containing waste. Another visual inspection of the area will be conducted and if visible debris is found the area shall be re-cleaned as directed by the Engineer. Any and all additional cost associated with extra clean-up efforts shall be the responsibility of the Contractor.

Final clearance air monitoring will be conducted in accordance with 40 CFR Part 763 (AHERA), and these technical specifications. Tear down shall not occur until final clearance air samples indicate that air quality is within the acceptable standards as established by the EPA and AHERA for post abatement projects. A three-day turn-around time will be used for analysis of all clearance samples.

## II. DESCRIPTION OF WORK

The work specified herein shall be the removal of asbestos-containing Thermal System Insulation (T.S.I.) on HVAC ductwork within the first floor ceiling area of Doris Miller Recreation Center, by Commonwealth of Virginia licensed persons knowledgeable, qualified, trained and certified as per 40 CFR Part 763 (ASHERA) in the removal, proper handling, and legal disposal of asbestos-containing material, and the subsequent cleaning of the contaminated areas, and who comply with Federal and State regulations which mandate work practices, and who are capable of performing the scope of work of this project. All abatement activities will be monitored and inspected by licensed, authorized representatives of the City of Newport News, or Department of Engineering personnel.

The Contractor shall supply all labor, materials, equipment, services, insurance, and incidentals that are necessary or required to perform the work in accordance with applicable governmental regulations and these specifications.

The Contractor shall be responsible for protecting all fixed objects in the offices and corridors.

The Contractor is responsible for restoring the work area and adjacent areas utilized during the abatement to conditions equal to or better than original. Any damages caused during the performance of abatement activities will be repaired by the Contractor, e.g., water damage to carpets or fixtures, broken glass, broken or damaged light fixtures, damage to existing mechanical systems or piping, electrical conduits, metal ceiling grid, security wiring, public address system wiring, green areas outside of the building etc., at no additional expense to the City.

The Director of the Department of Engineering, for the City of Newport News, Virginia (hereafter referred to as Engineer), has the sole absolute authority to stop the project work. Work stoppage can occur at any time the Engineer determines that conditions are not within specifications or other applicable regulations. The work stoppage shall remain in effect until the unsatisfactory conditions have been corrected, and approval to proceed is obtained from the Engineer. Stand-by time required to resolve violations will be solely at the Contractor's expense.

### III. DEFINITIONS

The following terms used in these specifications are defined as listed below:

**Abatement:** Procedures to control fiber release from asbestos-containing or contaminated building materials. Procedures may include securing the work area, removing, encapsulating or enclosing the material, cleaning the area, and proper disposal of the material.

**AHERA - Asbestos Hazard Emergency Response Act - 40 CFR Part 763,** dated October 30, 1987 and all subsequent revisions and amendments.

**Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time. The two major types of air monitoring are personal (breathing zone), and area monitoring. Area monitoring includes sampling of airborne fiber levels both inside and outside the work area that is representative of concentrations that may reach the breathing zone.

**Air Lock:** A component of an enclosure system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, consisting of two curtained doorways separated by an air space of at least four feet. *See suggested schematic of a typical decontamination unit at end of these specifications.*

**Amended Water:** Water to which a surfactant has been added.

**Asbestos:** The term asbestos includes chrysotile, amosite, crocidolite, tremolite, anthophyllite, and actinolite.

**Authorized Person or Visitor:** An authorized representative, or any representative of a regulatory or other agency having jurisdiction over the project.

**Clean Room:** An uncontaminated area or room that is a part of the worker/equipment decontamination enclosure with provisions for storage of workers' street clothes and clean protective equipment.

**Containment:** A totally separate isolated enclosure under negative pressure with a pressure differential of .02" water column.

**Contractor:** The company or corporation and their authorized agent, servant, or employee awarded this contract.

**Curtained Doorway:** A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two over-lapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

Disposal Bag: Six-mil thick leak tight plastic bags used for transporting asbestos waste from the work site to the disposal site. Each bag shall be labeled as follows:

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD  
AVOID BREATHING AIRBORNE ASBESTOS

and

RQ, ASBESTOS,  
CLASS 9  
NA 2212, III

Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

Encapsulation: Treatment of asbestos-containing materials with an approved encapsulant.

Engineer: The Director of the Engineering Department for the City of Newport News, Virginia, or his authorized designated representative.

Equipment Decontamination Room: That portion of a worker/equipment decontamination enclosure designated for the controlled storage and/or transfer of materials and equipment with provisions for washing and storing, disposal, or transfer of cleaned, bagged contaminated clothing and equipment.

Equipment/Dirty Room: A contaminated area or room that is part of the worker decontamination enclosure with provisions for storage of contaminated clothing and equipment.

Fixed Object: A unit of equipment or furniture in the work area that cannot be removed.

Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in a non-contained work area. The glovebag assembly is a manufactured or fabricated device consisting of a bag (typically constructed of 6 or 10 mil transparent plastic), with two inward projecting long sleeve rubber gloves, two inward projecting ports for water wand and HEPA vacuum attachment, an internal tool pouch. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all asbestos fibers released during the removal process. All workers who are permitted to use the glovebag technique must be highly trained and experienced in this method.

HEPA: High Efficiency Particulate Air.

HEPA Vacuum Equipment: Vacuuming equipment with HEPA filter system. "Shop vacs" without HEPA filters are unacceptable.

Holding Area: A chamber in the worker/equipment decontamination enclosure located between the washroom and an uncontaminated area.

Lockdown: Post abatement treatment of a clean abated area with an encapsulant to ensure that any missed or unseen fibers that may remain in the work area are not permitted to become airborne.

Movable Object: A unit of equipment or furniture in the work area that can be removed.

Negative Pressure Enclosure: An enclosure with a pressure differential of at least .02 inches of water within the enclosure with respect to the area outside the enclosure when measured with a manometer or other pressure gauge.

Negative Air Filtration Device: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow of dilution air into the work area from adjacent uncontaminated area.

Outside Person: Contractor's appointed person responsible for monitoring ingress/egress of personnel entering the work area. This person shall also be responsible for maintaining communications with the "inside workers". **An outside person shall be required to be positioned at the entrance of the worker/decontamination enclosure at all times when work is being conducted.**

Project Log Book: A notebook or other book containing essential project data and daily project information and a daily project diary. This book is kept on the project site at all times.

Project Monitor: A City of Newport News authorized Commonwealth of Virginia certified and licensed individual assigned to monitor/inspect specific asbestos abatement projects.

Removal: All herein specified procedures necessary to remove asbestos-containing materials from the designated areas and to dispose of these materials at an acceptable site in accordance with applicable Local, State, and Federal regulations.

Shower Room: A room between the clean room and the equipment room in the worker/equipment decontamination enclosure with hot and cold or warm running water and suitably arranged for complete showering during decontamination of workers and equipment. The shower room shall be separated from contaminated and clean areas by air locks .

Site Security Log Book: A record of persons who enter and exit the work area.

S.O.P.: Contractors standard operating procedures.

Washroom: A room between the work area and the holding area in the worker/equipment decontamination enclosure.

Waste Pass-Out Enclosure: A three-stage enclosure (separate and distinct from the worker/equipment decontamination enclosure) which is connected to the work area and is kept sealed shut except during waste pass-out operations. This enclosure usually exits outside the building or into an unoccupied area in close proximity to the outside (i.e., stairwell). The waste pass-out enclosure may comprise an emergency exit.

Wet Cleaning: The process of eliminating asbestos- contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos contaminated waste.

Wet Method of Removal of Vinyl Asbestos Tile (VAT): Procedure to remove VAT by keeping the area where tiles are being removed wet with amended water.

Work Area: Designated rooms, spaces, or areas of the project in which asbestos abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area that has been sealed, plasticized, put under negative pressure and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work space that has neither been plasticized nor equipped with a decontamination enclosure system.

Worker/Equipment Decontamination Enclosure: A series of connected rooms, with curtained doorways forming air locks between any two adjacent rooms, for the decontamination of workers, authorized visitors, materials, and equipment. The enclosure typically consists of a clean room, a shower room, an equipment/dirty room, with an air lock separating each room. See suggested schematic of a typical decontamination enclosure.

#### IV. APPLICABLE REGULATIONS AND GUIDELINES

All regulations and guidelines listed below are incorporated in their entirety by reference. The current issue of each document shall govern. Where conflict among requirements or with these specifications exists, the more stringent requirements shall apply. Copies of all regulations, codes, guidelines, and other applicable documents, including these specifications shall be provided by the Contractor and shall be available at the work site outside the clean change area of the worker decontamination system.

The CONTRACTOR shall assume full responsibility and liability for 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 for his personnel as required by the applicable Federal, State, and local regulations. The CONTRACTOR shall hold the City of Newport News harmless for failure to comply with any applicable work, hauling, disposal, safety, health, or other regulation on the part of himself, his employees, or his subcontractors.

- a. Regulations - Comply with applicable Federal, State and local regulations.
- b. Title 29, Code of Federal Regulations, Parts 1910, Sec. 134, 145, 1001, 1200 and 1926, Sec. 1101 and 150(A)(5). Occupational Safety and Health Administration (OSHA), U. S. Department of Labor.
- c. Title 40, Code of Federal Regulations, Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, October 30, 1987 and all subsequent revisions.
- d. Title 40, Code of Federal Regulations, Part 61, Subpart M, National Emission Standards for Hazardous Air Pollutants, U. S. Environmental Protection Agency (EPA), November 1990.
- e. American National Standards Institute (ANSI) Standards Z9.2-79, Z41.1-1967, Z87.1-1979, Z89.1-1981.
- f. Hazard Communication Standard Title 29 Part 1910, Section 1200, Code of Federal Regulations.
- g. ASTM E 1368-90 - Standard Practice for Visual Inspection of Asbestos Abatement Projects.
- h. U. S. Department of Transportation (D.O.T.) Hazardous Substances Title 29, Part 171 and 172 of the Code of Federal Regulations.

## V. SUBMITTALS AND NOTICES

Not Fewer Than Twenty (20) Calendar Days Prior to Commencement of Work the Contractor Shall:

Send written notice by facsimile or certified mail, return receipt, of abatement work being performed to the following and submit copies of these notices to the Engineer.

Asbestos Control Clerk  
Department of Labor and Industry  
Powers-Taylor Building  
13 South Thirteenth Street  
Richmond, VA 23219

Asbestos NESHAP Coordinator  
U. S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103

At the Pre-Abatement Meeting, which shall be conducted prior to the Commencement of Work, the Contractor shall also:

Submit proof satisfactory to the Engineer that all required permits, disposal site location, and arrangements for transport and disposal of asbestos-containing materials, supplies, and the like have been obtained. **In addition, submit a work plan for all locations of removal work to include:**

- a. A list of all workers and supervisors who will be assigned to this project. **The City reserves the right to reject any personnel included on this list.**
- b. A sequence of work and performance schedule.
- c. Drawings of anticipated containment areas, to show locations of worker/equipment decontamination enclosures and waste pass-out enclosures.
- d. Abatement methods and procedures to be utilized.
- e. Copies of material safety data sheets (MSDS) for all materials to be used on the project.
- f. Procedures for disposing of waste materials, to include waste hauler, and location of approved/licensed asbestos disposal site.
- g. Home phone numbers of superintendents and project managers assigned to this project for cases of emergency.

Submit names, training certificates, copies of medical examinations, and licenses of superintendent, supervisors, and workers who will be performing work related to this project. Copies of these documents shall be maintained in the project log book. Substitutions may be made by written notice to the Engineer. **No person shall be allowed into the work area until certificates, medicals and licenses have been submitted and approved by the Engineer.**

Submit front-end documents of project log book. These documents will include copies of the Contractor's Respiratory Protection Program, EPA and OSHA documents, material safety data sheets, Contractor's SOP to include; worker decontamination procedures, equipment decontamination procedures, format of weekly reports, and format of landfill manifests. Copies of these front-end documents shall be maintained at the site for the duration of the project. Even if this information has been submitted in a pre-qualification package, it shall be resubmitted as required by this section.

**THE ENGINEER AND CONTRACTOR MUST AGREE IN WRITING ON BUILDING AND FIXTURE CONDITION PRIOR TO COMMENCEMENT OF WORK.**

During Abatement Activities the Contractor shall:

Post on-site supervisors/superintendents license and training certificates on a board in a conspicuous location.

Submit job progress reports weekly to the Engineer detailing abatement activities. Include review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and air sampling results conducted by Contractor's personnel.

Submit copies of all transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the project site during the abatement process. **FINAL PAYMENT SHALL NOT BE MADE UNTIL ALL MANIFEST AND DISPOSAL RECEIPTS HAVE BEEN SUBMITTED.**

Submit copies of logs documenting filter changes on respirators, HEPA vacuums, negative air filtration devices, and other engineering controls.

Submit **weekly** copies of strip recorder print-outs.

Submit **weekly** copies of results of air sampling data collected during the course of the abatement including OSHA 29 CFR Parts 1910 and 1926 compliance air monitoring results.

Maintain originals of all of the above in a project log book. This project log book must be kept up to date and on site at all times.

Maintain a site security log book as described earlier in these specifications, with home and office telephone numbers of the Project Manager, Superintendent, and Foreman.

**FAILURE ON THE PART OF THE CONTRACTOR TO MAINTAIN OR SUBMIT ANY OF THE ABOVE SHALL BE GROUNDS TO STOP WORK AND SHALL CONSTITUTE A MATERIAL BREACH OF CONTRACT.**

Prior to Commencement of Work the Engineer Will:

Notify the Contractor of results of pre-abatement air sampling including location of samples, sampling method and method of analysis.

Post outside the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of the Contractor, Engineering Staff and any other personnel who may be required to assist during abatement activities (e.g. Police Department, Fire Department, etc.).

Document that any Engineering personnel or other authorized personnel who will be required to enter the work area during abatement have received training equal to that detailed in OSHA 29 CFR Parts 1910 and 1926, and 40 CFR Part 763.

Provide to the Contractor information concerning access, shutdown and protection requirements of any equipment and systems in the work area.

Notify the Departments of Police and Fire of the location of the job and type of work being conducted.

#### Site Security

All work areas are to be restricted only to authorized, trained, and protected personnel. These may include the Contractor's employees, employees of qualified and approved subcontractors, Engineering personnel, State inspectors and other designated authorized individuals. A list of authorized personnel shall be established, maintained, and posted outside the clean room of the worker/equipment decontamination enclosure.

Entry into the work area by unauthorized individuals shall be reported immediately to the Engineer by the Contractor.

A site security log book shall be maintained immediately outside the entrance to the worker/equipment decontamination enclosure. Contractor shall provide and maintain one individual as an "outside man". This individual shall maintain a position just outside of the decontamination enclosure and shall be responsible for controlling persons entering or leaving the work area. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.

Access to the work area shall be through the worker/equipment decontamination enclosure only. All other means of access (doors, windows, hallways, etc.) shall be sealed and blocked or locked so as to prevent entry. Emergency exits shall not be locked from the outside; however, they shall be sealed with polyethylene sheeting and tape until needed.

Contractor shall provide and have control of site security of the work area 24 hours a day during the abatement project in order to protect work efforts, equipment, and the entry of unauthorized personnel. The City of Newport News shall not be held liable for any theft or damage of the Contractor's equipment or entry by any unauthorized persons.

Contractor shall maintain and protect existing utilities serving occupied or used areas within the building.

### Emergency Procedures

Emergency procedures shall be developed prior to initiation of abatement and agreed to by the Contractor and Engineer.

**Emergency procedures shall be in written form and prominently posted near the entrance of the worker/equipment decontamination enclosure. Everyone, prior to entering the work area, must read and sign these procedures to acknowledge receipt and understanding of the work site layout, location of emergency exits and emergency procedures.**

Emergency procedures shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area, particularly barriers that may affect response capabilities.

Emergency procedures shall be documented, and include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat related injury.

Employees shall be trained in evacuation procedures in the event of workplace emergencies.

- a. For nonlife-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures, with assistance from fellow workers if necessary, before exiting the workplace to obtain proper medical treatment.
- b. For life-threatening injury or illness, worker decontamination shall take least priority; after measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.

Telephone numbers of all emergency response personnel shall be prominently posted in a conspicuous location, along with the location of the nearest telephone.

## VI. PRE-ABATEMENT MEETING

The Contractor's authorized personnel **shall** attend the pre-abatement meeting. Attending this meeting will be representatives of the Engineer including monitoring/inspection personnel who will actually participate in the monitoring and inspection of the project. The Contractor's authorized personnel and supervisory personnel who will provide on-site direction of the abatement activities **must** attend. **Should Contractors on-site supervisors not be present, the meeting will be canceled. However, a NOTICE TO PROCEED will still be given on the day of the canceled meeting but no work will be allowed until the pre-abatement meeting has been rescheduled and conducted with the on-site supervisors present.**

At this meeting the Contractor and City representatives shall review all submittals as required in these specifications. In addition, he shall be prepared to provide information concerning:

- a. Personnel protective equipment including respiratory protection.
- b. Employees who will participate in the project, including delineation of experience and training.
- c. Decontamination procedures for personnel, work area, and equipment.
- d. Required air monitoring procedures.
- e. Work methods for final decontamination and cleanup.
- f. Procedures for dealing with heat/cold stress.
- g. Emergency procedures.
- h. Site security plans during the abatement project.

## VII. PERSONNEL PROTECTION AND SAFETY

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plan, appliances, methods, and for any damages which may result from his operations, improper abatement practices, or maintenance. He shall erect and properly maintain at all times as required by these specifications, job conditions and progress of the work, proper barriers and/or safeguards for the protection of workmen and the public and shall post all required notices and warning signs around the job site.

During the removal operations the Contractor may be placing his workers in a potentially hazardous electrical environment. Contractor shall employ a licensed electrical contractor for the temporary power, lighting, and permit requirements of this project. Each circuit from the temporary panels shall be GFI protected. Care and special consideration should be exercised by the Contractor to avoid electrical shock to his employees. All requirements as set forth in the latest edition of the National Electrical Code, shall be adhered to at all times. Particular emphasis shall be placed on the requirements listed in Article 210 BRANCH CIRCUITS, Article 225-OUTSIDE BRANCH CIRCUITS AND FEEDERS, Article 250-GROUNDING AND BONDING, Article 300-WIRING METHODS, and Article 590-TEMPORARY INSTALLATIONS, whenever and wherever the existing electrical power service shall be de-energized and temporary electrical power utilized.

### Respiratory Protection, Other Protective Equipment Requirements

All respiratory protection programs shall be established in accordance with the respiratory protection requirements of 29 CFR 1910.134; and 29 CFR 1910 and 1926. Adherence to these regulations shall be considered a requirement of these specifications. **At no time shall fiber concentrations exceed .01f/cc inside the respirator. Contractor shall post in the clean room no less than every 48 hours results of all personal sampling, failure to post sampling results will result in work stoppage. All cost associated with any downtime shall be the responsibility of the Contractor.**

**The use of respirators other than type "C" in contained work areas must be approved by the Engineer.** Respirators with lower protection factors than type "C" protection will be approved only after the Contractor has taken breathing zone samples (as per 29 CFR 1926) demonstrating the fiber levels are not in excess of the protection factors for the respirators to be used or **sufficient historical data is submitted and approved by the Engineer.**

All respirator users shall be fit tested utilizing irritant smoke a minimum of weekly. The testing procedure shall be the Standard Irritant Smoke Protocol as found in OSHA 29 CFR Part 1926.1101. Statements certifying that the fit test have been conducted shall be submitted to the Engineer within 48 hours of completion of the fit test.

Contractor shall provide authorized visitors with suitable respirators whenever they are required to enter the work area. **Two clean respirators of the type approved by the Engineer shall be available at all times for visitor use.**

All activities which are performed after the post-removal sealant operations (encapsulation/lockdown) but prior to removing the outer layer of plastic sheeting shall be conducted wearing a respirator with a minimum protection factor of 10.

Contractor shall provide workers and authorized visitors with sufficient sets of protective full body clothing. Such clothing shall consist of full body, disposable coveralls with head and foot coverings, and reusable overboots. Provide eye protection and hard hats as required by applicable safety regulations and job conditions. Reusable type protective clothing and footwear shall be left in the Equipment/Dirty room until the end of the project, and shall then be thoroughly cleaned of all gross asbestos-containing material, then double-bagged for special laundering.

**Contractor shall provide and post, in the Equipment Room, the decontamination and work procedures to be followed by workers and authorized visitors as described in these specifications.**

#### Worker Protection Procedures, Containment Work Areas

Each worker and authorized visitor shall, upon entering the clean room; remove street clothes and put on a respirator and clean protective clothing before entering the work area.

All workers and authorized visitors shall, each time they leave the work area; remove gross contamination from disposable protective clothing before leaving the work area; proceed to the Equipment/Dirty Room and remove all clothing except respirators (with disposable full body coveralls being discarded as asbestos-containing waste); still wearing the respirator proceed naked to the shower; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves.

Following showering and drying off, each worker and authorized visitor shall proceed directly to the Clean Change Room naked and dress in clean clothes at the end of each day's work or before break periods.

Before re-entering the work area from the Clean Change Room, or outside the work area, each worker and authorized visitor shall put on a clean respirator and shall dress in clean disposable coveralls and clothing.

Contaminated reusable clothing, overboots or other footwear shall be stored in the Equipment/Dirty Room when not in use until the completion of the project, at which time they shall be double-bagged and disposed of as contaminated waste, or removed to be decontaminated off site. **No clothing will be allowed past the Equipment /Dirty Room. All workers shall be completely naked (except for respirator) when exiting the shower.**

Workers shall be fully protected with respirators and protective clothing from the time of first disturbance of asbestos-containing or contaminated materials until final cleanup is completed.

No person shall eat, drink, chew gum or tobacco while in the work area. No worker shall be allowed to reach through the polyethylene or an air lock curtain to get water or food. Breaks, lunch or extended worker rest periods shall be held outside the work area.

The Contractor shall take precautions to protect his workers from heat stress as well as from asbestos fibers. First-aid items such as stretchers, water and cold packs should be kept adjacent to the work area exits, thus allowing any personnel requiring emergency treatment to egress from the work area.

#### Equipment Removal, Other Exits from Containment Work Area

Contractor shall clean surfaces of contaminated containers and equipment thoroughly by wet sponging or wiping before moving such items into the Equipment/Dirty room for final cleaning and removal to uncontaminated areas. Contractor shall ensure that personnel do not leave the work area through the Worker/Decontamination Enclosure until properly decontaminated.

If evacuation of the work area is required by contaminated personnel due to an emergency, all work efforts shall stop, and all forces shall be directed at minimizing the area contamination, and performing cleanup operations and first-aid procedures. These activities shall be noted in the daily log book.

Adequate shower facilities to include hot water shall be provided by the Contractor. Any employee leaving the work area shall follow all decontamination procedures as described herein.

## VIII. PROJECT SUPERVISION

The Contractor shall have a job superintendent present at all times while work on this contract is in progress. The Contractor shall also have an "outside person" posted at all times work is being conducted. The Project Superintendent shall be thoroughly familiar and experienced with all aspects of asbestos removal and related work and shall be familiar with and shall enforce these specifications, as well as the use of all safety procedures and equipment. He shall be knowledgeable of all EPA and OSHA requirements and guidelines.

In addition to the Superintendent, the Contractor shall furnish foremen who are trained in and experienced with asbestos removal and its related work, safety procedures, and equipment.

- a. IT SHALL BE A REQUIREMENT OF THIS CONTRACT THAT THE SUPERINTENDENT OR ONE OF THE CONTRACTOR'S SUPERVISORS BE IN-SIDE THE WORK AREA AT ALL TIMES WHILE WORK IS IN PROGRESS. **ALL FOREMAN SHALL BE DESIGNATED IN WRITING PRIOR TO THE COMMENCEMENT OF WORK.**
- b. It is the intent of these specifications that all phases of the work shall be executed by skilled craftsmen experienced in their respective trade.
- c. **IN ADDITION TO THE SUPERINTENDENT, WORKING SUPERVISORS SHALL BE EMPLOYED AND ASSIGNED TO THE WORK AREA AT A RATE OF NOT LESS THAN ONE FOREMEN FOR EACH EIGHT WORKERS. EACH FOREMAN SHALL BE CAPABLE OF RECEIVING AND IMPLEMENTING INSTRUCTIONS/DIRECTIONS GIVEN BY THE ENGINEER.**

## IX. MATERIALS

Contractor shall store all materials subject to damage off the ground away from wet or damp surfaces and under cover sufficient to prevent damage or contamination.

Damaged, deteriorating or previously used materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with all applicable regulations.

All polyethylene sheeting shall be "True" 6-mil thickness or greater. All polyethylene sheeting shall be used in widths selected to minimize the frequency of joints in the containment work area.

LADDERS AND SCAFFOLDING THAT DO NOT CONFORM TO OSHA 29 CFR 1926 AND 29 CFR 1910, AS APPLICABLE, SHALL NOT BE USED. INSPECTION/MONITORING PERSONNEL WILL NOT ASCEND ANY UNSAFE LADDERS OR SCAFFOLDING.

Method of attaching polyethylene sheeting will be agreed upon in advance by the Contractor and the Engineer and selected to minimize damage to equipment and surfaces. Methods of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray adhesive, staples, nails, screws, or other effective procedures capable of sealing adjacent sheets of polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions.

**Polyethylene sheeting used for the worker/equipment decontamination enclosure shall be either opaque white or black in color. Black disposal bags will not be permitted.**

Disposal bags shall be of 6-mil polyethylene, preprinted with labels as required by EPA regulations of 40 CFR 61.150 or OSHA requirements 29 CFR Parts 1910 and 1926. **ALL OUTER BAGS SHALL BE CLEAR OR TRANSPARENT IN COLOR.**

**Disposal drums shall be of metal or fiberboard with locking ring tops, and labeled in accordance with the requirements of 29 CFR 1910.1200(f), warning signs as required by OSHA 29 CFR Parts 1910 and 1926 and labeled as per 40 CFR, Part 61 (NESHAP).**

Amended water shall be a surfactant, mixed in a proportion, recommended by the manufacturer.

**Contractor shall provide and maintain one or more portable toilets accessible to his personnel during the contract period for this abatement project at Doris Miller Recreation Center.**

Contractor shall provide all other materials, such as lumber, nails and hardware, which may be required to construct and dismantle the worker decontamination enclosure and the barriers that isolate the work area.

Encapsulant used shall be an encapsulant with a satisfactory rating by the USEPA as tested by Battelle Columbus Laboratories, and shall not be noxious or toxic to application workers or subsequent users of the building space. **Contractor shall provide product literature and MSDS sheets of all products scheduled for usage during abatement project.**

## X. TOOLS AND EQUIPMENT

Contractor shall provide suitable tools and equipment for asbestos removal. **All tools and equipment used in the performance of the asbestos removal shall be delivered to the job site clean, free of asbestos-containing materials and/or debris from previous jobs.** Any dirty equipment or tools delivered to the site will be assumed to be contaminated and shall either be bagged or wrapped as contaminated, labeled, and removed from City property for proper disposal or decontamination off site. A sufficient supply of disposable mops, rags and sponges for work area decontamination shall also be available.

High Efficiency Particulate Air (HEPA) filtration systems shall be equipped with filtration equipment in compliance with ANSI Z9.2-79, Local Exhaust Ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the work area. A negative pressure of at least 0.02 inches of water shall be maintained in each work area continuously (24 hours a day) from the start of work in the area until the area has been decontaminated and cleared for re-occupancy by final clearance air sampling. **For contained work areas provide a minimum of five air changes per hour, regardless of the size of the work area.** All exhausted air shall be filtered and discharged outside the building away from any air intake devices whenever possible. The Engineer must approve any variations. All negative air filtration equipment shall be delivered to the job site clean, with new HEPA filters, intermediate filters and prefilters. These filters shall be changed regularly based on the equipment manufacturer's recommended procedures.

Newly installed filters shall be labeled with the date and time. All filter changes shall be listed in a filter change log and made a permanent record of the project logbook.

Contractor shall furnish, install and operate a negative-pressure instrument for measuring differential pressure in inches of water between the work area and other (uncontaminated) areas. The instrument shall have a strip recorder for constant printout. The negative-pressure instrument and strip recorder shall be permanently mounted in a location approved by the Engineer. **If at any time, the instrument or strip recorder fails to operate work will be stopped. Work will remain stopped until the failed equipment is repaired and is properly operating. All cost associated with any downtime shall be the responsibility of the Contractor. The printout shall be made a permanent record of the project log book and submitted with daily reports.** Negative pressure shall be monitored from the sealing of the work area and erection of worker/equipment decontamination enclosure until (successful) final clearance air sample results have been attained.

Contractor shall provide respirators as described in Section VII of these specifications.

Full body disposable protective coveralls, including head and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) shall be provided by

Contractor to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirement of ANSI Standard Z41.1-1967, disposable PVC gloves etc.), as necessary, shall be provided to all workers and authorized visitors.

Non-skid footwear or overboots shall be provided to all abatement workers. Disposable coveralls shall be adequately sealed to the footwear or overboots to prevent body contamination.

A sufficient supply of scaffolds, ladders, lifts, etc. shall be provided by Contractor as needed.

Airless sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water shall be provided by Contractor as needed.

Approved HEPA filtered vacuum cleaners shall be used. "Shop-vacs" without HEPA filters are unacceptable.

Water heaters or hot water storage tanks shall be used with the shower facilities to provide adequate hot water for all workers to properly decontaminate.

## **Substitutions**

This contract is based on the materials, equipment and methods described in these specifications. The Engineer will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

Contractor shall not substitute materials, equipment or methods unless such substitution has been specifically approved in writing for this work by the Engineer. **Substitutions, if approved, shall be without any additional compensation from the City.**

## XI. PREPARATION OF WORK AREA PRIOR TO COMMENCEMENT OF WORK

Contractor shall post warning signs meeting the requirements of OSHA 29 CFR Parts 1910 and 1926 at any location and/or approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit all occupants and visitors to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers.

Contractor shall ensure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable National Electrical Code requirements and OSHA requirements for temporary electrical systems. Electrical power is currently available throughout the building and may be used by the Contractor. Any failure or breaks in the buildings electrical systems shall be the responsibility of the Contractor. All costs for electrical work including temporary power sources shall be paid for by the CONTRACTOR.

Water for abatement purposes, **if available**, will be provided. Contractor may connect to existing building system. If water is not available, the Contractor will be responsible for providing it. All costs for temporary water shall be paid for by the CONTRACTOR.

Depending on the abatement plan submitted by the contractor and approved by Engineering, any or all of the following procedures may apply. All HVAC return grills shall be removed and the ductwork cleaned as far as possible prior to sealing as critical barriers. All HVAC perimeter units shall have the covers removed and all T.S.I. with-in shall be abated. All window sills shall be pre-cleaned prior to placement of critical barriers. The Contractor shall establish critical barriers by sealing off windows, elevators, doorways, corridor entrances, drains, ducts, grills, grates, diffusers, lockers, skylights, roof penetrations and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building) with 6-mil polyethylene sheeting and tape.

Contractor shall then cover all walls and ceilings in the work areas as directed in the Scope of Work. Walls and ceilings shall be covered with two layers of 6-mil polyethylene sheeting. Polyethylene shall be sized to minimize seams. Seams shall be staggered where possible. Wall sheeting shall be adequately secured to prevent it from falling or pulling away from the walls.

### Worker/Equipment Decontamination Enclosures

Worker/Equipment decontamination enclosures shall be provided as shown on the attached floor plan or as directed by the Engineer, where workers will enter or exit the work area. One enclosure at a single location for each contained work area is required.

Plans for construction, including materials and layout, shall be submitted to the Engineer as shop drawings and approved, in writing, prior to work initiation. Worker/equipment decontamination enclosures constructed at the work site shall utilize 6-mil opaque white or black polyethylene sheeting or other acceptable materials for privacy.

Detailed descriptions of portable, prefabricated units, if used, must be submitted for the Engineer's approval. Plans must include floor plan with dimensions, materials, size, thickness, plumbing, and electrical utilities.

The worker/equipment decontamination enclosure shall consist of at least a clean room, a shower room, and an equipment room, each separated from the other by an air lock with curtained doorways with at least four feet separating each curtained doorway. Entry to and exit from the decontamination enclosure shall also be through a curtained doorway. **The doorway curtains shall have weights and maintain a seal over the doorway when not in use.** Alternate doorway designs providing equivalent protection and acceptable to the Engineer may be utilized. Access between the dirty/equipment room and the shower room in the decontamination enclosure shall be through an air lock with at least four feet separating each curtained doorway.

The clean room should ideally be sized to adequately accommodate the work crew. Where this is impractical, an area outside the entrance to the worker/equipment decontamination enclosure that serves the purposes listed in this paragraph may be utilized. Benches shall be provided as well as hooks and/or lockers for hanging up street clothes. Shelves for storing respirators shall also be provided in this area. Respirators shall not be allowed outside of the clean room unless they are in sealed containers or bags. Clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply in the clean room. A location for postings shall also be provided in or near this area. A lockable door (plywood and hasp) shall be used to limit access into the clean room from outside the work area when the decontamination enclosure is outside of the main building. Access from the clean room to the shower shall also be through an air lock as described above. Lighting, heat and electricity shall be provided as necessary for comfort.

The shower room shall contain one or more showers as necessary to adequately accommodate workers. The shower enclosure shall be constructed to ensure against leakage of any kind. An adequate supply of soap, shampoo and towels shall be supplied by the Contractor and be available at all times.

Shower water shall be drained, collected and filtered through a system with a 5.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles).

The dirty/equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for

HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement **shall not** be stored in the equipment room. A pan filled with water shall be located at floor level in the work area just outside the equipment room for workers to clean off foot coverings prior to leaving the work area and prevent excessive contamination of the worker decontamination enclosure. A container lined with a labeled 6-mil polyethylene disposal bag for collection of disposable coveralls respirator filters, and foot coverings shall be located in this room. Contaminated footwear (e.g. rubber boots and other reusable footwear) shall be stored in this area for reuse the following workday.

If no pre-existing emergency exits are present in the work area, the worker/equipment decontamination units may be designated as emergency exits for the purpose of the asbestos abatement, and must be approved as part of the emergency planning for the project.

#### Isolation of the Work Area from Occupied Areas of the Building

The contaminated work area shall be separated from all other areas of the building by the construction of airtight barriers. All framing shall be constructed of wood or metal studs framed to support barriers in all openings larger than 8'x 8'. Cover both sides of framing with double layer of 6-mil polyethylene sheeting with staggered joints and seal in place. Fasten edges of polyethylene at floor, ceiling, walls, and fixtures to form an airtight seal. Label as required or directed by the Engineer.

#### Maintenance of Workplace Barriers and Decontamination Enclosures

All polyethylene barriers inside the work area, in the worker/equipment decontamination unit and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily to ensure no breaches have occurred; **prior to the start of each day's abatement activities and following the completion of the day's abatement activities.** Document inspections and observations in the project log.

Damage and defects in the enclosure system are to be repaired by the Contractor immediately upon discovery.

Smoke tubes shall be used to test the effectiveness of containment barriers.

If at any time during the abatement activities, asbestos-containing material is observed outside of the work area barriers or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

If at any time air samples being collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc work shall immediately stop for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques may be necessary. Evacuation of the air shall be accomplished utilizing clean HEPA filtered negative air filtration devices (i.e. micro-traps, etc.).

All down time, additional cleanup cost, additional air monitoring and analysis cost (to include TEM if necessary) associated with high fiber concentrations outside the work area shall be the sole responsibility of the Contractor.

Contractor shall install and initiate operation of negative air filtration devices as needed to provide **five air changes** in the work area per hour at .02 inches of water. Openings made in the enclosure system to accommodate this equipment shall be made airtight with tape and/or caulking as needed. If more than one unit is installed, each should be turned on one at a time, checking the integrity of all barriers for secure attachment and need for additional reinforcement. Ensure that adequate power supply is available to satisfy the requirements of the filtration devices. Negative air filtration devices shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Extension ducting shall be used to reach from the work area to outside air or unoccupied areas when required. Careful installation, air monitoring and daily inspections of equipment filters and ducting shall be done to insure that the exhaust does not release fibers into uncontaminated building areas, or outside air. **One spare negative air filtration device shall be kept on site at all times in case of failure of a machine in use. Work shall not begin until the additional unit is on site.**

Once constructed and reinforced as necessary, with negative air filtration devices in operation as required, the Engineer shall test the enclosure for leakage utilizing smoke tubes. Contractor shall repair or reconstruct as needed.

Contractor shall clearly identify emergency and fire exits within the work area.

Contractor shall clean, and enclose in polyethylene, any objects that may interfere with the abatement process and were not previously cleaned and sealed off.

## XII. REMOVAL

### **Commencement of Work Shall Not Occur Until:**

All pre-abatement submittals, notifications, postings, permits and pre-cleaning have been provided and/or conducted and are satisfactory to the Engineer.

Enclosure systems have been constructed, inspected and approved by the Engineer;

Negative air filtration devices are functioning adequately; and

All equipment for abatement, cleanup and disposal are on hand.

### Removal of Asbestos-Containing Materials, Containment Work Areas

After the inspection by the Engineer to insure that the containment area, negative air filtration devices, and materials/tools meet the specifications herein, and after permission is given by the Engineer, removal may commence.

The following rules shall apply as a minimum for all types of removal:

Contractor shall lightly spray all asbestos-containing material (ACM) to be removed with amended water. Once complete, continue to mist the air during the removal and bagging process. On each day, repeat this procedure.

Removal shall be carried out by the Contractor as a team effort with duties such as removal, wetting, and cleaning assigned to individual workers. Wetting of asbestos-containing material (ACM) as well as misting of the air with amended water shall occur at all times when removal is taking place or at the direction of the Engineer.

At no time shall significant amounts of asbestos-containing material (ACM) be allowed to accumulate on floors. All debris shall be immediately bagged as it is removed. No more than fifty (50) bags may be allowed to collect in the work area at one time. All bags shall be removed from the work area to the transport vehicle or storage dumpster located outside of the building.

After complete removal of the asbestos-containing material (ACM), final cleaning shall be conducted. Once final cleaning has occurred, and a visual inspection has been conducted and approved by the Engineer, encapsulation may begin.

Both "common sense" safety and applicable OSHA safety requirements for elevated work, electrical hazards, and protective gear shall be in effect.

## Alternate Procedures

Procedures described in these specifications are to be utilized at all times.

If specified procedures cannot be utilized, a request must be made in writing to the Engineer providing details of the problem encountered and recommended alternatives.

Alternate procedures shall provide equivalent or greater protection than procedures that they replace.

Any alternate procedure must be approved in writing by the Engineer prior to implementation.

## Workplace Entry and Exit Procedures

All workers and authorized personnel shall enter the work area only through the worker/equipment decontamination enclosure.

All personnel who enter the work area must sign the entry log, located outside the work entrance upon entry and exit. It shall be the responsibility of the "outside man" to ensure that all personnel sign in and out.

All personnel, before entering the work area, shall read and be familiar with all posted regulations, personnel protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

All personnel shall proceed first to the clean room, remove all street clothes and appropriately don respiratory protection (as deemed necessary/adequate by the Engineer for the job conditions) as well as disposable coveralls, gloves, and head and foot coverings. Hard hats and eye protection shall also be utilized if required. Clean respirators and new protective clothing shall be provided for each person each time they are entering into the work area.

Personnel wearing designated personal protective equipment shall proceed from the clean room through the first air lock then the shower room, second air lock, and equipment room to the main work area.

Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by HEPA vacuuming, brushing and/or wet wiping procedures. Each person shall clean bottoms of foot coverings or overboots in a pan of water just prior to entering the equipment room.

Personnel shall proceed to equipment room where they shall remove all protective equipment except respirators. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (or laundering). Reusable, contaminated footwear shall be stored

in the equipment room when not in use in the work area. **No shoes or undergarments will be allowed out of the equipment room.**

Still wearing respirators, personnel shall proceed **naked** through the air lock to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator, then shower and shampoo to remove residual asbestos contamination. Various types of respirators will require slight modification of these procedures. The Engineer will approve all changes and provide technical assistance in this matter.

After showering and drying off, proceed naked through the air lock to the clean room or outside the work entrance and don clean street clothes. These procedures shall be posted in the clean room and equipment room.

**ANY WORKER VIOLATING THESE PROCEDURES WILL BE ORDERED BY THE ENGINEER FROM THE JOB SITE PERMANENTLY.**

### XIII. CLEAN-UP AND WASTE DISPOSAL

#### Waste Pass-Out Procedures

At no time shall there be more than fifty (50) asbestos waste containers or bags in the work area. Asbestos contaminated waste that has been bagged or containerized shall be transported out of the work area.

Waste pass-out procedures shall utilize two teams of workers, an "inside" team and an "outside" team.

During waste pass-out all storage containers or trucks shall be appropriately labeled/signed in accordance with the current NESHAP standard (40 CFR part 61).

The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottoms, of properly labeled bags or containers using HEPA vacuums and wet wiping techniques and transport them into the dirty/equipment room of the decontamination enclosure where bagged waste shall be either double-bagged in **clear**, clean, labeled, 6-mil polyethylene bags or set in clean, labeled polyethylene or containers/drums, and then be passed from the dirty/equipment room through the air lock and shower to a member of the outside team in the outside air lock. No member of the inside team shall exit past the dirty/equipment room. All bags/drums shall be rewiped before being passed through the clean room to the outside for storage or transport. No worker from the outside team shall enter the outside staging area of this enclosure without being in appropriate protective clothing and respirator during waste pass-out. **All outer bags shall be clear (transparent) and shall be "goosenecked" before final taping.**

#### Clean-up Procedure

Contractor shall remove and bag or containerize all visible accumulations of asbestos-containing floor tile, mastic and asbestos contaminated debris. **Gross debris shall not be allowed to collect or pile up during removal.**

Contractor shall wet clean all surfaces in the work area including polyethylene barriers using rags, mops, and sponges as appropriate.

Contractor shall remove all bagged or containerized waste from the work area.

Contractor shall decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

After the best possible attempt at final cleaning in the work area, and after inspection and approval from the Engineer, the Contractor shall encapsulate. All areas where removal has

occurred, to include the polyethylene sheeting, shall be encapsulated. The Engineer will not allow encapsulation until the work area passes a final visual inspection. After at least an 8-hour drying period, the Engineer shall inspect the work area yet again for visible residue. If any residue is observed, it will be assumed to be asbestos-containing and the cleaning cycle repeated.

The Engineer and Contractor together shall inspect all polyethylene seals and other surfaces again for visible residue. HEPA vacuum and wet clean all objects and surfaces in the work area again as needed.

If dust is found by the Engineer the work area affected will be recleaned by the Contractor and the visual inspection repeated. In the event that additional cleaning is required by the Engineer, all costs for the additional cleaning will be the sole responsibility of the Contractor.

### Disposal Procedures

As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled bags or containers of asbestos-containing waste shall be transported to the prearranged disposal location.

Disposal must occur at an authorized site in accordance with regulatory requirements of NESHAP and applicable State and local guidelines and regulations.

All dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to the Engineer for his records. A recommended recordkeeping format utilizes the Waste Shipment Record as published in 40 CFR part 61 (NESHAP). which includes the names and addresses of the Generator, Contractor, pick-up site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form should be signed by the Generator, the Contractor, and the Disposal Site Operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, telephone number and signature shall also appear on the form.

### Transportation to the Landfill

Once drums, bags and/or wrapped waste have been removed from the work area, they shall be loaded into an enclosed, lockable roll-off dumpster or truck for transport.

When moving containers, workers shall utilize hand trucks, carts and proper lifting techniques to avoid back injuries and damage to the containers. Trucks with lift gates are helpful for raising drums during truck loading.

The enclosed cargo area of the roll-off dumpster or truck shall be free of debris and shall be **completely lined** with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers.

Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Bags should be placed on top of drums. The Contractor shall not throw bags or containers into truck cargo area.

Personnel loading asbestos-containing waste shall be protected by (at a minimum) half-facepiece, air-purifying, dual cartridge respirators equipped with HEPA filters and disposable whole body suits with head and foot coverings.

Any debris or residue observed on containers or surfaces outside of the work area resulting from improper clean-up or disposal activities shall be immediately cleaned using HEPA filtered vacuum equipment and/or wet methods as appropriate.

When large metal roll-off or regular dumpsters are used to store and transport asbestos waste, they shall have doors and tops that can be closed and locked. Unbagged material shall not be placed in these containers.

#### Disposal at the Landfill

Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos-containing waste.

Bags, drums and components shall be inspected as they are off-loaded at the disposal site. Material in damaged containers shall be repacked in empty drums or bags as necessary.

Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).

Personnel off-loading containers at the disposal site shall wear at least half-facepiece, air-purifying, dual cartridge respirators equipped with HEPA filters and disposable whole body suits with head and foot coverings.

Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.

During off loading of asbestos containing waste in the approved landfill all storage containers or trucks shall be appropriately labeled/signed in accordance with the current NESHAP standard.

#### XIV. FINAL CLEARANCE OF WORK AREAS

##### Clearance Air Monitoring

After the encapsulated work site has passed a visual inspection by the Engineer, FINAL CLEARANCE air monitoring will be conducted to determine the airborne fiber level. Final clearance samples will be taken "aggressively" with analysis and measurement of airborne fibers being done in accordance with 40 CFR Part 763, Section 763.00 "Response Actions".

A minimum of 13 samples per abatement area will be collected. Sample locations, sample volume, and sampling rate will be determined by the Engineer. The criteria for release of the work area shall be concentrations of airborne fibers less than 70 structures per MM2 (average of five inside samples) utilizing transmission electron microscopy, or to the level of airborne fibers measured in the abated area prior to the removal process, **whichever is less**. Should the airborne fiber concentrations exceed clearance levels on the first attempt, it shall be the sole responsibility of the Contractor to pay for all associated cost for additional analysis thereafter.

Following the satisfactory completion of clearance air monitoring the polyethylene sheeting shall be taken down and another visual inspection by the Engineer shall be conducted to ensure that no visible contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring. Any costs associated with the cleanup of remaining visual contamination will be the sole responsibility of the CONTRACTOR.

#### Re-establishment of the Work Area and System

Re-establishment of the work area shall only occur following the completion of clean-up procedures, satisfactory final clearance air monitoring, and visual inspections as noted above.

Additional air monitoring may be performed based on the Engineer's judgement, if additional cleanup is necessary. All cost associated with additional air monitoring or cleanup shall be the sole responsibility of the Contractor.

Following satisfactory air clearance of the work area, main seals (critical barriers) may be removed and disposed of as non-asbestos contaminated waste.

Contractor shall resecure mounted objects removed from their former positions during area preparation activities. Contractor shall relocate objects that were removed to temporary locations back to their original locations.

Contractor shall re-establish electrical systems to proper working order and repair all areas of damage that occurred as a result of abatement activities, as defined at the pre-start meeting.

