

**INVITATION TO BID**

Bid Invitation Number: **37-2014**

Date of Issue: **02/26/2014**

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **03/12/2014**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Rm 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 200 E Main St, Lexington, KY

Bid Security Required:  Yes  No      Performance Bond Required:  Yes  No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

<b>Commodity/Service</b>
<b>Asbestos Abatement for Government Center</b>
See specifications.

<p align="center"><b><u>Check One:</u></b></p> <p><input type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p align="center"><b><u>Proposed Delivery:</u></b></p> <p><u>15</u> days after acceptance of bid.</p>
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<b><u>Procurement Card Usage</u></b>	
<input type="checkbox"/> Yes	The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input checked="" type="checkbox"/> No	

Submitted by: Pinnacle Pollution Control Services, LLC

*Firm*  
2409 Felts Avenue

*Address*  
Nashville, TN 37211

*City, State & Zip*  


**Signature of Authorized Company Representative – Title**  
David W. Purcell President

*Representative's Name (Typed or printed)*

615.279.0625 ext. 206      615.279.0628

*Area Code - Phone – Extension      Fax #*

dpurcell@pinnacel-companies.com

*E-Mail Address*

***Bid must be signed:  
(original signature)***

***The Affidavit in this bid must be completed before your firm can be considered for award of this contract.***

**AFFIDAVIT**

Comes the Affiant, David W. Purcell, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is David W. Purcell and he/she is the individual submitting the bid or is the authorized representative of Pinnacle Pollution Control Services, LLC.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

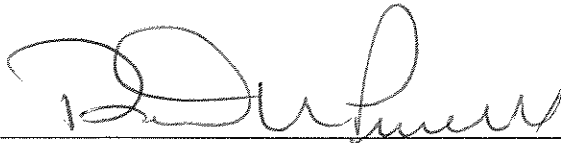
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

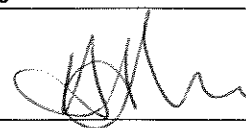
  
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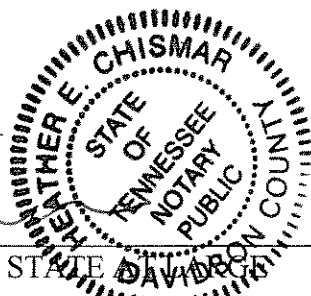
STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Heather Chismar on this the 11th day of March 2014, ~~XXXX~~

My Commission expires: March 8, 2016

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TENNESSEE



*Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.*

# **I. GREEN PROCUREMENT**

## **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## **C. GREEN COMMUNITY**

**The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.**

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes  X  No  \_\_\_\_\_

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**“Bid on #37-2014 Asbestos Abatement for Government Center”**

and addressed to:      Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified / cashier's check or Bid Bond in the amount of XX percent of the bid price must

be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

## **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **SPECIAL INSTRUCTIONS TO THE BIDDER**

**(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)**

**Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.**

**The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.**

**The certified / cashier's check will be returned when the materials and/or services specified herein have been delivered.**

**In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.**

**Contracts that are less than \$50,000 will not require a 5% bid security or a performance and payment bond.**



**EQUAL OPPORTUNITY AGREEMENT**

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The Law

Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

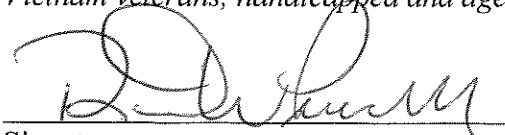
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*



Signature

Pinnacle Pollution Control Services, LLC  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Pinnacle Pollution Control Services, LLC

Date: 3 / 11 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents	1	1									
Supervisors											
Foremen											
Technicians	4			4							
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>											

Prepared by: David W. Purcell Managing Member  
**Name & Title**

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT  
PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's. The goal for the utilization of certified MBE/WBE's as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street – Room 338  
Lexington, Kentucky 40507

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE) and Disadvantaged (DBE) Business Enterprises as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled “MWDBE Participation Form”. The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications

or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not

be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged



We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbooc.org">janet@nwbooc.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFP/Quote Reference # 37-2014

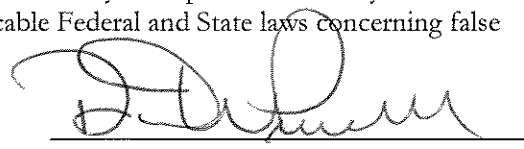
The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Lexington Contracting LLC 1500 Leestown Rd Lexington, KY 40511 Allen Carter 859.281.6881	Asbestos Abatement	TBD	TBA
2. Smith Management Group 1405 Mercer Rd. Lexington, KY 40511 Sara Smith 859.231.8936 ext 105 saras@smithmanage.com	Asbestos Abatement	TBA	TBA
3. Advance Constr. of KY, LLC 341 Preakness Dr., Lex, KY 40511 Keith Barbour, 859.361.6452 adv.kyconstruction@gmail.com	Asbestos Abatement	TBA	TBA
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Pinnacle Pollution Control Services, LLC  
**Company**

March 11, 2014  
**Date**

  
**Company Representative**

David W. Purcell, Managing Member  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

Bid/RFP/Quote Reference # 37-2014 N/A

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # 37-2014 N/A

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
N/A							

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #**   N/A  

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

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

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote # 37-2014**

---

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
  
- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
  
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
  
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
  
- \_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
  
- \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws

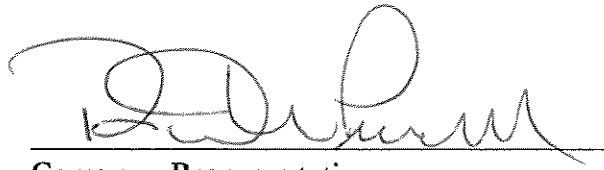
concerning false statements and claims.

Pinnacle Pollution Control Services, LLC

**Company**

March 11, 2014

**Date**

A handwritten signature in black ink, appearing to read "D. Purcell", written over a horizontal line.

**Company Representative**

David W. Purcell Managing Member

**Title**



## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

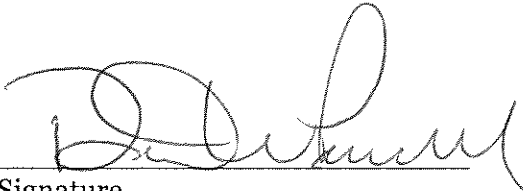
1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall

immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

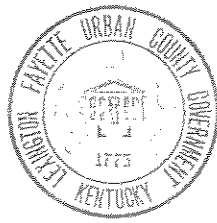
11. **Agreement to Bid Terms:** In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. **Cancellation:** LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and

construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

March 11, 2014  
\_\_\_\_\_  
Date



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O Mann  
Commissioner

ADDENDUM #1

Bid Number: 37-2014

Date: March 5, 2014

Subject: Asbestos Abatement for Government Center

Please address inquiries to:  
Sondra Stone, Buyer  
(859) 258-3324

TO ALL PROSPECTIVE BIDDERS.

- 1) Waste out is required after 5:00 pm or on weekends.
- 2) No space is available for dumpster so truck pick up will need to be scheduled for waste.
- 3) Parking spaces will be made available behind the Government Center.
- 4) Pre-bid sign in sheet attached.

\_\_\_\_\_  
Todd Slain, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.  
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: Pinnacle Pollution Control Services

ADDRESS: 2409 Felts Ave., Nashville, TN 37211

SIGNATURE OF BIDDER: David W. Purcell  
David W. Purcell

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

---

**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its

subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include a Products Liability, Environmental Casualty and Pollution Liability endorsements unless deemed not to apply by LFUCG.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance

programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Lexington-Fayette Urban County Government

Request for Bid 37-2014 Asbestos Abatement for Government Center

A pre-bid meeting will be held Wednesday, March 5, 2014, 9:00 AM, at 200 E Main St, Lexington, KY. Contractors interested in bidding this project are highly encouraged to attend.

Pricing:

Lump Sum \$ 18,580.54

Questions should be directed to Sondra Stone, Division of Central Purchasing, [ssone@lexingtonky.gov](mailto:ssone@lexingtonky.gov) or 859.258.3320.



**SECTION 02 82 11  
CEILING ASBESTOS ABATEMENT**

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**SECTION 02 82 11**  
**CLASS I NEGATIVE PRESSURE ENCLOSURE ASBESTOS ABATEMENT SPECIFICATIONS**

**PART 1 - GENERAL****1.1 SUMMARY OF THE WORK****1.1.1 CONTRACT DOCUMENTS AND RELATED REQUIREMENTS**

Drawings, general provisions of the contract, including general and supplementary conditions and other Division 01 specifications, shall apply to the work of this section. The contract documents show the work to be done under the contract and related requirements and conditions impacting the project. Related requirements and conditions include applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, requirements for partial owner occupancy during the work, coordination with other work and the phasing of the work. In the event the Asbestos Abatement Contractor discovers a conflict in the contract documents and/or requirements or codes, the conflict must be brought to the immediate attention of the Contracting Officer for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply. Any actions taken by the Contractor without obtaining guidance from the Contracting Officer shall become the sole risk and responsibility of the Asbestos Abatement Contractor. All costs incurred due to such action are also the responsibility of the Asbestos Abatement Contractor.

**1.1.2 EXTENT OF WORK**

- A. Below is a brief description of the estimated quantities of asbestos containing materials to be abated. These quantities are for informational purposes only and are based on the best information available at the time of the specification preparation. The Contractor shall satisfy himself as the actual quantities to be abated. Nothing in this section may be interpreted as limiting the extent of work otherwise required by this contract and related documents.
- B. Removal, clean-up and disposal of approximately 1,200 square feet asbestos containing ceiling surfacing material in an appropriate regulated area.
- C. Installation of suspended acoustical ceiling as specified in SECTION 09 51 00

**1.1.3 ALTERNATE WORK**

Not Applicable

**1.1.4 TASKS**

The work tasks are summarized briefly as follows:

- A. Pre-abatement activities including pre-abatement meeting(s), inspection(s), notifications, permits, submittal approvals, regulated area preparations, emergency procedures arrangements, and standard operating procedures for asbestos abatement work.
- B. Abatement activities including removal, encapsulation, clean-up and disposal of ACM waste, recordkeeping, security, monitoring, and inspections.

- C. Cleaning and decontamination activities including final visual inspection, air monitoring and certification of decontamination.

#### 1.1.5 CONTRACTORS USE OF PREMISES

- A. The Contractor and Contractor's personnel shall cooperate fully with the LFUCG representative/consultant to facilitate efficient use of buildings and areas within buildings. The Contractor shall perform the work in accordance with the LFUCG specifications, drawings, phasing plan and in compliance with any/all applicable Federal, State and Local regulations and requirements.
- B. The Contractor shall use the existing facilities in the building strictly within the limits indicated in contract documents as well as the approved pre-abatement work plan. Asbestos abatement drawings of partially occupied buildings will show the limits of regulated areas; the placement of decontamination facilities; the temporary location of bagged waste ACM; the path of transport to outside the building; and the temporary waste storage area for each building/regulated area. Any variation from the arrangements shown on drawings shall be secured in writing from the LFUCG representative through the pre-abatement plan of action.

#### 1.2 VARIATIONS IN QUANTITY

The quantities and locations of ACM as indicated on the drawings and the extent of work included in this section are estimated which are limited by the physical constraints imposed by occupancy of the buildings. Accordingly, minor variations (+/- 5%) in quantities of ACM within the regulated area are considered as having no impact on contract price and time requirements of this contract. Where additional work is required beyond the above variation, the contractor shall provide unit prices for newly discovered materials and those prices shall be used for additional work required under the contractor.

#### 1.3 STOP ASBESTOS REMOVAL

If the Contracting Officer; their field representative; or the LFUCG presents a written **Stop Asbestos Removal Order**, the Contractor/Personnel shall immediately stop all asbestos removal and maintain HEPA filtered air flow and adequately wet any exposed ACM. The Contractor shall not resume any asbestos removal activity until authorized to do so by the LFUCG. A stop asbestos removal order may be issued at any time the LFUCG determines abatement conditions/activities are not within specification requirements. Work stoppage will continue until conditions have been corrected to the satisfaction of the LFUCG. Standby time and costs for corrective actions will be borne by the Contractor, including the industrial hygienist's time. The occurrence of any of the following events shall be reported immediately by the Contractor's competent person in writing to the LFUCG representative and shall require the Contractor to immediately stop asbestos removal/disturbance activities and initiate fiber reduction activities:

- A.  $\geq$  0.01 f/cc outside a regulated area;
- B. breach/break in regulated area barrier(s);

- C. less than  $-0.02$ " WCG pressure in the regulated area;
- D. serious injury/death at the site ;
- E. fire/safety emergency at the site ;
- F. respiratory protection system failure;
- G. power failure or loss of wetting agent; or
- H. any visible emissions observed outside the regulated area.

## 1.4 DEFINITIONS

### 1.4.1 GENERAL

Definitions and explanations here are neither complete nor exclusive of all terms used in the contract documents, but are general for the work to the extent they are not stated more explicitly in another element of the contract documents. Drawings must be recognized as diagrammatic in nature and not completely descriptive of the requirements indicated therein.

### 1.4.2 GLOSSARY

**Abatement** - Procedures to control fiber release from asbestos-containing materials, typically during removal. Includes removal, encapsulation, enclosure, demolition and renovation activities related to asbestos.

**ACE** - Asbestos contaminated elements.

**ACM** - Asbestos containing material.

**Aerosol** - Solid or liquid particulate suspended in air.

**Adequately wet** - Sufficiently mixed or penetrated with liquid to prevent the release of particulates. If visible emissions are observed coming from the ACM, then that material has not been adequately wetted.

**Aggressive method** - Removal or disturbance of building material by sanding, abrading, grinding, or other method that breaks, crumbles, or disintegrates intact ACM.

**Aggressive sampling** - EPA AHERA defined clearance sampling method using air moving equipment such as fans and leaf blowers to aggressively disturb and maintain in the air residual fibers after abatement.

**AHERA** - Asbestos Hazard Emergency Response Act. Asbestos regulations for schools issued in 1987.

**Aircell** - Pipe or duct insulation made of corrugated cardboard which contains asbestos.

**Air monitoring** - The process of measuring the fiber content of a known volume of air collected over a specified period of time. The NIOSH 7400 Method, Issue 2 is used to determine the fiber levels in air.

**Air sample filter** - The filter used to collect fibers which are then counted. The filter is made of mixed cellulose ester membrane for PCM (Phase Contrast Microscopy) and polycarbonate for TEM (Transmission Electron Microscopy)

**Amended water** - Water to which a surfactant (wetting agent) has been added to increase the penetrating ability of the liquid.

**Asbestos** - Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated or altered. Asbestos also includes PACM, as defined below.

**Asbestos-containing material (ACM)** - Any material containing more than one percent of asbestos.

**Asbestos contaminated elements (ACE)** - Building elements such as ceilings, walls, lights, or ductwork that are contaminated with asbestos.

**Asbestos-containing waste material** - Asbestos-containing material or asbestos contaminated objects requiring disposal.

**Asbestos waste decontamination facility** - A system consisting of drum/bag washing facilities and a temporary storage area for cleaned containers of asbestos waste. Used as the exit for waste and equipment leaving the regulated area. In an emergency, it may be used to evacuate personnel.

**Authorized person** - Any person authorized by the LFUCG, the Contractor, or government agency and required by work duties to be present in regulated areas.

**Authorized visitor** - Any person approved by the LFUCG; the contractor; or any government agency having jurisdiction over the regulated area.

**Barrier** - Any surface that isolates the regulated area and inhibits fiber migration from the regulated area.

**Containment Barrier** - An airtight barrier consisting of walls, floors, and/or ceilings of sealed plastic sheeting which surrounds and seals the outer perimeter of the regulated area.

**Critical Barrier** - The barrier responsible for isolating the regulated area from adjacent spaces, typically constructed of plastic sheeting secured in place at openings such as doors, windows, or any other opening into the regulated area.

**Primary Barrier** - Barriers placed over critical barriers and exposed directly to abatement work.

**Secondary Barrier** - Any additional sheeting used to isolate and provide protection from debris during abatement work.

**Breathing zone** - The hemisphere forward of the shoulders with a radius of about 150 - 225 mm (6 - 9 inches) from the worker's nose.

**Bridging encapsulant** - An encapsulant that forms a layer on the surface of the ACM.

**Building/facility owner** - The legal entity, including a lessee, which exercises control over management and recordkeeping functions relating to a building and/or facility in which asbestos activities take place.

**Bulk testing** - The collection and analysis of suspect asbestos containing materials.

**Certified Industrial Hygienist (CIH)** - One certified in practice of industrial hygiene by the American Board of Industrial Hygiene. An industrial hygienist Certified in Comprehensive Practice by the American Board of Industrial Hygiene.



**Class I asbestos work** - Activities involving the removal of Thermal System Insulation (TSI) and surfacing ACM and Presumed Asbestos Containing Material (PACM).

**Class II asbestos work** - Activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic.

**Clean room/Changing room** - An uncontaminated room having facilities for the storage of employee's street clothing and uncontaminated materials and equipment.

**Clearance sample** - The final air sample taken after all asbestos work has been done and visually inspected. Performed by the LFUCG 's industrial hygiene consultant (LPIH/CIH).

**Closely resemble** - The major workplace conditions which have contributed to the levels of historic asbestos exposure, are no more protective than conditions of the current workplace.

**Competent person** - In addition to the definition in 29 CFR 1926.32(f), one who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, as specified in 29 CFR 1926.32(f); in addition, for Class I and II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR 763) for supervisor.

**Contractor's Professional Industrial Hygienist (CPIH)** - The asbestos abatement contractor's industrial hygienist. The industrial hygienist must meet the qualification requirements of the PIH.

**Count** - Refers to the fiber count or the average number of fibers greater than five microns in length per cubic centimeter of air.

**Decontamination area/unit** - An enclosed area adjacent to and connected to the regulated area and consisting of an equipment room, shower room, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

**Demolition** - The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.

**Disposal bag** - Typically 6 mil thick siftproof, dustproof, leaktight container used to package and transport asbestos waste from regulated areas to the approved landfill. Each bag/container must be labeled/marked in accordance with EPA, OSHA and DOT requirements.

**Disturbance** - Activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM, or generate visible debris from ACM or PACM. Disturbance includes cutting away small amounts of ACM or PACM, no greater than the amount that can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove bag or disposal bag which shall not exceed 60 inches in length or width.

**Drum** - A rigid, impermeable container made of cardboard fiber, plastic, or metal which can be sealed in order to be siftproof, dustproof, and leaktight.

**Employee exposure** - The exposure to airborne asbestos that would occur if the employee were not wearing respiratory protection equipment.

**Encapsulant** - A material that surrounds or embeds asbestos fibers in an adhesive matrix and prevents the release of fibers.

**Encapsulation** - Treating ACM with an encapsulant.

**Enclosure** - The construction of an air tight, impermeable, permanent barrier around ACM to control the release of asbestos fibers from the material and also eliminate access to the material.

**Equipment room** - A contaminated room located within the decontamination area that is supplied with impermeable bags or containers for the disposal of contaminated protective clothing and equipment.

**Fiber** - A particulate form of asbestos, 5 microns or longer, with a length to width ratio of at least 3 to 1.

**Fibers per cubic centimeter (f/cc)** - Abbreviation for fibers per cubic centimeter, used to describe the level of asbestos fibers in air.

**Filter** - Media used in respirators, vacuums, or other machines to remove particulate from air.

**Firestopping** - Material used to close the open parts of a structure in order to prevent a fire from spreading.

**Friable asbestos containing material** - Any material containing more than 1 percent asbestos as determined using the method specified in appendix A, Subpart F, 40 CFR 763, section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

**Glovebag** - Not more than a 60 x 60 inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which materials and tools may be handled.

**High efficiency particulate air (HEPA) filter** - A filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 microns or greater in diameter.

**HEPA vacuum** - Vacuum collection equipment equipped with a HEPA filter system capable of collecting and retaining asbestos fibers.

**Homogeneous area** - An area of surfacing, thermal system insulation or miscellaneous ACM that is uniform in color, texture and date of application.

**HVAC** - Heating, Ventilation and Air Conditioning

**Industrial hygienist** - A professional qualified by education, training, and experience to anticipate, recognize, evaluate and develop controls for occupational health hazards. Meets definition requirements of the American Industrial Hygiene Association (AIHA).

**Industrial hygienist technician** - A person working under the direction of an IH or CIH who has special training, experience, certifications and licenses required for the industrial hygiene work assigned.

**Intact** - The ACM has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix.

**LFUCG** – Lexington Fayette Urban County Government.

**Lockdown** - Applying encapsulant, after a final visual inspection, on all abated surfaces at the conclusion of ACM removal prior to removal of critical barriers.

**National Emission Standards for Hazardous Air Pollutants (NESHAP's)** - EPA's rule to control emissions of asbestos to the environment.

**Negative initial exposure assessment** - A demonstration by the employer which complies with the criteria in 29 CFR 1926.1101 (f)(2)(iii), that employee exposure during an operation is expected to be consistently below the PEL's.

**Negative pressure** - Air pressure which is lower than the surrounding area, created by exhausting air from a sealed regulated area through HEPA equipped filtration units. OSHA requires maintaining -0.02" water column gauge inside the negative pressure enclosure.

**Negative pressure respirator** - A respirator in which the air pressure inside the facepiece is negative during inhalation relative to the air outside the respirator.

**Non-friable ACM** - Material that contains more than 1 percent asbestos but cannot be crumbled, pulverized, or reduced to powder by hand pressure.

**Organic vapor cartridge** - The type of cartridge used on air purifying respirators for organic vapor exposures.

**Outside air** - The air outside buildings and structures, including, but not limited to, the air under a bridge or in an open ferry dock.

**Owner/operator** - Any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

**Penetrating encapsulant** - Encapsulant that is absorbed into the ACM matrix without leaving a surface layer.

**Personal sampling/monitoring** - Representative air samples obtained in the breathing zone of the person using a cassette and battery operated pump to determine asbestos exposure.

**Permissible exposure limit (PEL)** - The level of exposure OSHA allows for an 8 hour time weighted average. For asbestos fibers, the PEL is 0.1 fibers per cc.

**Polarized light microscopy (PLM)** - Light microscopy using dispersion staining techniques and refractive indices to identify and quantify the type(s) of asbestos present in a bulk sample.

**Polyethylene sheeting** - Strong plastic barrier material 4 to 6 mils thick, semi-transparent, sometimes flame retardant in compliance with NFPA 241.

**Positive/negative fit check** - A method of verifying the fit of a respirator by closing off the filters and breathing in or closing off the exhalation valve and breathing out while detecting leakage of the respirator.

**Presumed ACM (PACM)** - Thermal system insulation, surfacing, and flooring material installed in buildings prior to 1981. If the building owner has actual knowledge, or should have known through the exercise of due diligence that other materials are ACM, they too must be treated as PACM. The designation of PACM may be rebutted pursuant to 29 CFR 1926.1101 (k)(5).

**Professional IH** - An IH who meets the definition requirements of AIHA; meets the definition requirements of OSHA as a "Competent Person" at 29 CFR 1926.1101 (b); has completed two specialized EPA approved courses on management and supervision of asbestos abatement projects; has formal training in respiratory protection and waste disposal; and has a minimum of four projects of similar complexity with this project of which at least three projects serving as the supervisory IH.

**Project designer** - A person who has successfully completed the training requirements for an asbestos abatement project designer as required by 40 CFR 763 Appendix C, Part I; (B)(5).

**Protection factor** - A value assigned by OSHA/NIOSH to indicate the assigned protection a respirator should provide if worn properly. The number indicates the reduction of exposure level from outside to inside the respirator.

**Qualitative fit test (QLFT)** - A fit test using a challenge material that can be sensed by the wearer if leakage in the respirator occurs.

**Quantitative fit test (QNFT)** - A fit test using a challenge material which is quantified outside and inside the respirator thus allowing the determination of the actual fit factor.

**Regulated area** - An area established by the employer to demarcate where Class I, II, III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work may accumulate; and a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed the PEL.

**Regulated ACM (RACM)** - Friable ACM; Category I nonfriable ACM that has become friable; Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or; Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of the demolition or renovation operation.

**Removal** - All operations where ACM, PACM and/or RACM is taken out or stripped from structures or substrates, including demolition operations.

**Renovation** - Altering a facility or one or more facility components in any way, including the stripping or removal of asbestos from a facility component which does not involve demolition activity.

**Repair** - Overhauling, rebuilding, reconstructing, or reconditioning of structures or substrates, including encapsulation or other repair of ACM or PACM attached to structures or substrates.

**Shower room** - The portion of the PDF where personnel shower before leaving the regulated area. Also used for bag/drum decontamination in the EDF.

**Standard operating procedures (SOP's)** - Asbestos work procedures required to be submitted by the contractor before work begins.

**Supplied air respirator (SAR)** - A respirator that utilizes an air supply separate from the air in the regulated area.

**Surfacing ACM** - A material containing more than 1 percent asbestos that is sprayed, troweled on or otherwise applied to surfaces for acoustical, fireproofing and other purposes.

**Surfactant** - A chemical added to water to decrease water's surface tension thus making it more penetrating into ACM.

**Thermal system ACM** - A material containing more than 1 percent asbestos applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain.

**Transmission electron microscopy (TEM)** - A microscopy method that can identify and count asbestos fibers.

**LFUCG Representative** - The LFUCG official responsible for on-going project work.

**Visible emissions** - Any emissions, which are visually detectable without the aid of instruments, coming from ACM/PACM/RACM or ACM waste material.

**Waste/Equipment decontamination facility (W/EDF)** – **The area in which equipment is decontaminated before removal from the regulated area.**

**Waste generator** - Any owner or operator whose act or process produces asbestos-containing waste material.

**Waste shipment record** - The shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

**Wet cleaning** - The process of thoroughly eliminating, by wet methods, any asbestos contamination from surfaces or objects.

#### **1.4.3 REFERENCED STANDARDS ORGANIZATIONS**

The following acronyms or abbreviations as referenced in contract/specification documents are defined to mean the associated names. Names and addresses may be subject to change.

- A. AIHA American Industrial Hygiene Association  
2700 Prosperity Avenue, Suite 250  
Fairfax, VA 22031  
703-849-8888
- B. ANSI American National Standards Institute  
1430 Broadway  
New York, NY 10018  
212-354-3300
- C. ASTM American Society for Testing and Materials  
1916 Race St.  
Philadelphia, PA 19103  
215-299-5400
- D. CFR Code of Federal Regulations  
Government Printing Office  
Washington, DC 20420
- E. CGA Compressed Gas Association  
1235 Jefferson Davis Highway  
Arlington, VA 22202  
703-979-0900
- F. CS Commercial Standard of the National Institute of Standards and Technology (NIST)  
U. S. Department of Commerce  
Government Printing Office  
Washington, DC 20420
- G. EPA Environmental Protection Agency  
401 M St., SW  
Washington, DC 20460  
202-382-3949
- H. MSHA Mine Safety and Health Administration  
Respiratory Protection Division  
Ballston Tower #3  
Department of Labor  
Arlington, VA 22203  
703-235-1452
- I. NIST National Institute for Standards and Technology  
U. S. Department of Commerce  
Gaithersburg, MD 20234  
301-921-1000
- J. NEC National Electrical Code (by NFPA)

- K. NEMA National Electrical Manufacturer's Association  
2101 L Street, N.W.  
Washington, DC 20037
- L. NFPA National Fire Protection Association  
1 Batterymarch Park  
P.O. Box 9101  
Quincy, MA 02269-9101  
800-344-3555
- M. NIOSH National Institutes for Occupational Safety and Health  
4676 Columbia Parkway  
Cincinnati, OH 45226  
513-533-8236
- N. OSHA Occupational Safety and Health Administration  
U.S. Department of Labor  
Government Printing Office  
Washington, DC 20402
- O. UL Underwriters Laboratory  
333 Pfingsten Rd.  
Northbrook, IL 60062  
312-272-8800

## **1.5 APPLICABLE CODES AND REGULATIONS**

### **1.5.1 GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS**

- A. All work under this contract shall be done in strict accordance with all applicable Federal, State, and local regulations, standards and codes governing asbestos abatement, and any other trade work done in conjunction with the abatement. All applicable codes, regulations and standards are adopted into this specification and will have the same force and effect as this specification.
- B. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these specification exists, the most stringent requirement(s) shall be utilized.
- C. Copies of all standards, regulations, codes and other applicable documents, including this specification and those listed in Section 1.5 shall be available at the worksite in the clean change area of the worker decontamination system.

### **1.5.2 ASBESTOS ABATEMENT CONTRACTOR RESPONSIBILITY**

The Asbestos Abatement Contractor (Contractor) shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the abatement project. The Contractor is responsible for providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment as required by

applicable Federal, State and Local regulations. The Contractor shall hold the LFUCG and LFUCG consultants harmless for any Contractor's failure to comply with any applicable work, packaging, transporting, disposal, safety, health, or environmental requirement on the part of himself, his employees, or his subcontractors. The Contractor will incur all costs of sampling/analytical costs to assure compliance with OSHA/EPA/State requirements related to failure to comply with the regulations applicable to the work.

### **1.5.3 FEDERAL REQUIREMENTS**

Federal requirements which govern of asbestos abatement include, but are not limited to, the following regulations.

- A. Occupational Safety and Health Administration (**OSHA**)
  - 1. Title 29 CFR 1926.1101 - Construction Standard for Asbestos
  - 2. Title 29 CFR 1910.132 - Personal Protective Equipment
  - 3. Title 29 CFR 1910.134 - Respiratory Protection
  - 4. Title 29 CFR 1926 - Construction Industry Standards
  - 5. Title 29 CFR 1910.20 - Access to Employee Exposure and Medical Records
  - 6. Title 29 CFR 1910.1200 - Hazard Communication
  - 7. Title 29 CFR 1910.151 - Medical and First Aid
- B. Environmental Protection Agency (**EPA**):
  - 1. 40 CFR 61 Subpart A and M (Revised Subpart B) - National Emission Standard for Hazardous Air Pollutants - Asbestos.
  - 2. 40 CFR 763.80 - Asbestos Hazard Emergency Response Act (AHERA)
- C. Department of Transportation (**DOT**)
  - Title 49 CFR 100 - 185 - Transportation

### **1.5.4 STATE REQUIREMENTS**

State requirements that apply to the asbestos abatement work, disposal, clearance, etc., include, but are not limited to, the following:

- A. Kentucky Natural Resources and Environmental Protection Cabinet, Division for Air Quality 401 KAR 58:005 (accreditation of asbestos professionals), 401 KAR 58:025 (asbestos NESHAPS standards), 401 KAR 58:010 (AHERA requirements for schools), and 401 KAR 58:040 (certification and work-practice requirements for abatement entities).
- B. Kentucky Division of Occupational Safety & Health Revisions to Adopted 29 CFR Part 1926.1101, Asbestos, Tremolite, Anthophyllite, and Actinolite. Also revisions to Amended 29 CFR Part 1910.1001, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite.
- C. Kentucky Natural Resources and Environmental Protection, Division of Waste Management, Recommended Procedures for Treatment and Disposal of Asbestos Waste.

### **1.5.5 LOCAL REQUIREMENTS**

If local requirements are more stringent than federal or state standards, the local standards are to be followed.



### **1.5.6 STANDARDS**

- A. Standards which govern asbestos abatement activities include, but are not limited to, the following:
  - 1. American National Standards Institute (ANSI) Z9.2-79 - Fundamentals Governing the Design and Operation of Local Exhaust Systems Z88.2 - Practices for Respiratory Protection.
  - 2. Underwriters Laboratories (UL) 586-90 - UL Standard for Safety of HEPA Filter Units, 7th Edition.
- B. Standards which govern encapsulation work include, but are not limited to the following:
  - 1. American Society for Testing and Materials (ASTM)
- C. Standards which govern the fire and safety concerns in abatement work include, but are not limited to, the following:
  - 1. National Fire Protection Association (NFPA) 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
  - 2. NFPA 701 - Standard Methods for Fire Tests for Flame Resistant Textiles and Film.
  - 3. NFPA 101 - Life Safety Code

### **1.5.7 EPA GUIDANCE DOCUMENTS**

- A. EPA guidance documents which discuss asbestos abatement work activities are listed below. These documents are made part of this section by reference. EPA publications can be ordered from (800) 424-9065.
- B. Guidance for Controlling ACM in Buildings (Purple Book) EPA 560/5-85-024
- C. Asbestos Waste Management Guidance EPA 530-SW-85-007
- D. A Guide to Respiratory Protection for the Asbestos Abatement Industry EPA-560-OPTS-86-001
- E. Guide to Managing Asbestos in Place (Green Book) TS 799 20T July 1990

### **1.5.8 NOTICES**

- A. State and Local agencies: Send written notification as required by state and local regulations including the local fire department prior to beginning any work on ACM as follows:
- B. Copies of notifications shall be submitted to the LFUCG for the facility's records in the same time frame notification is given to EPA, State, and Local authorities.

### **1.5.9 PERMITS/LICENSES**

- A. The contractor shall apply for and have all required permits and licenses to perform asbestos abatement work as required by Federal, State, and Local regulations.

### **1.5.10 POSTING AND FILING OF REGULATIONS**

- A. Maintain two (2) copies of applicable federal, state, and local regulations. Post one copy of each in the clean room at the regulated area where workers will have daily access to the regulations and keep another copy in the Contractor's office.

### **1.5.11 LFUCG RESPONSIBILITIES**

Prior to commencement of work:

- A. Notify occupants adjacent to regulated areas of project dates and requirements for relocation, if needed. Arrangements must be made prior to starting work for relocation of desks, files, equipment and personal possessions to avoid unauthorized access into the regulated area. **Note: Notification of adjacent personnel is required by OSHA in 29 CFR 1926.1101 (k) to prevent unnecessary or unauthorized access to the regulated area.**
- B. Submit to the Contractor results of background air sampling; including location of samples, person who collected the samples, equipment utilized and method of analysis. During abatement, submit to the Contractor, results of bulk material analysis and air sampling data collected during the course of the abatement. This information shall not release the Contractor from any responsibility for OSHA compliance.

#### 1.5.12 SITE SECURITY

- A. Regulated area access is to be restricted only to authorized, trained/accredited and protected personnel. These may include the Contractor's employees, employees of Subcontractors, LFUCG employees and representatives, State and local inspectors, and any other designated individuals. A list of authorized personnel shall be established prior to commencing the project and be posted in the clean room of the decontamination unit.
- B. Entry into the regulated area by unauthorized individuals shall be reported immediately to the Competent Person by anyone observing the entry. The Competent Person shall immediately notify the LFUCG.
- C. A log book shall be maintained in the clean room of the decontamination unit. Anyone who enters the regulated area must record their name, affiliation, time in, and time out for each entry.
- D. Access to the regulated area shall be through a single decontamination unit. All other access (doors, windows, hallways, etc.) shall be sealed or locked to prevent entry to or exit from the regulated area. The only exceptions for this requirement are the waste/equipment load-out area which shall be sealed except during the removal of containerized asbestos waste from the regulated area, and emergency exits. Emergency exits shall not be locked from the inside, however, they shall be sealed with poly sheeting and taped until needed.
- E. The Contractor's Competent Person shall control site security during abatement operations in order to isolate work in progress and protect adjacent personnel. A 24 hour security system shall be provided at the entrance to the regulated area to assure that all entrants are logged in/out and that only authorized personnel are allowed entrance.
- F. The Contractor will have the LFUCG's assistance in notifying adjacent personnel of the presence, location and quantity of ACM in the regulated area and enforcement of restricted access by the LFUCG's employees.
- G. The regulated area shall be locked during non-working hours and secured.

**1.5.13 EMERGENCY ACTION PLAN AND ARRANGEMENTS**

- A. An Emergency Action Plan shall be developed by prior to commencing abatement activities and shall be agreed to by the Contractor and the LFUCG. The Plan shall meet the requirements of 29 CFR 1910.38 (a);(b).
- B. Emergency procedures shall be in written form and prominently posted in the clean room and equipment room of the decontamination unit. Everyone, prior to entering the regulated area, must read and sign these procedures to acknowledge understanding of the regulated area layout, location of emergency exits and emergency procedures.
- C. Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities; work schedule; layout of regulated area; and access to the regulated area, particularly barriers that may affect response capabilities.
- D. Emergency planning shall include consideration of fire, explosion, hazardous atmospheres, electrical hazards, slips/trips and falls, confined spaces, and heat stress illness. Written procedures for response to emergency situations shall be developed and employee training in procedures shall be provided.
- E. Employees shall be trained in regulated area/site evacuation procedures in the event of workplace emergencies.
  - 1. For non life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the regulated area to obtain proper medical treatment.
  - 2. For life-threatening injury or illness, worker decontamination shall take least priority after measures to stabilize the injured worker, remove them from the regulated area, and secure proper medical treatment.
- F. Telephone numbers of any/all emergency response personnel shall be prominently posted in the clean room, along with the location of the nearest telephone.
- G. The Contractor shall provide verification of first aid/CPR training for personnel responsible for providing first aid/CPR. OSHA requires medical assistance within 3-4 minutes of a life-threatening injury/illness. Bloodborne Pathogen training shall also be verified for those personnel required to provide first aid/CPR.
- H. The Emergency Action Plan shall provide for a Contingency Plan in the event that an incident occurs that may require the modification of the standard operating procedures during abatement. Such incidents include, but are not limited to, fire; accident; power failure; negative pressure failure; and supplied air system failure. The Contractor shall detail procedures to be followed in the event of an incident assuring that asbestos abatement work is stopped and wetting is continued until correction of the problem.

**1.5.14 PRE-CONSTRUCTION MEETING**

Prior to commencing the work, the Contractor shall meet with the LFUCG to present and review, as appropriate, the items following this paragraph. The Contractor's Competent Person(s) who will

be on-site shall participate in the pre-start meeting. The pre-start meeting is to discuss and determine procedures to be used during the project. At this meeting, the Contractor shall provide:

- A. Proof of Contractor licensing.
- B. Proof the Competent Person(s) is trained and accredited and approved for working in this State. Verification of the experience of the Competent Person(s) shall also be presented.
- C. A list of all workers who will participate in the project, including experience and verification of training and accreditation.
- D. A list of and verification of training for all personnel who have current first-aid/CPR training. A minimum of one person per shift must have adequate training.
- E. Current medical written opinions for all personnel working on-site meeting the requirements of 29 CFR 1926.1101 (m).
- F. Current fit-tests for all personnel wearing respirators on-site meeting the requirements of 29 CFR 1926.1101 (h) and Appendix C.
- G. A copy of the Contractor's Standard Operating Procedures for Asbestos Abatement. In these procedures, the following information must be detailed, specific for this project.
  - 1. Regulated area preparation procedures;
  - 2. Notification requirements procedure of Contractor as required in 29 CFR 1926.1101 (d);
  - 3. Decontamination area set-up/layout and decontamination procedures for employees;
  - 4. Abatement methods/procedures and equipment to be used;
  - 5. Personal protective equipment to be used;
- H. At this meeting the Contractor shall provide all submittals as required.
- I. Procedures for handling, packaging and disposal of asbestos waste.
- J. Emergency Action Plan and Contingency Plan Procedures.

## **1.6 PROJECT COORDINATION**

The following are the minimum administrative and supervisory personnel necessary for coordination of the work.

### **1.6.1 PERSONNEL**

- A. Administrative and supervisory personnel shall consist of a qualified Competent Person(s) as defined by OSHA in the Construction Standards and the Asbestos Construction Standard; Contractor Professional Industrial Hygienist and Industrial Hygiene Technicians. These employees are the Contractor's representatives responsible for compliance with these specifications and all other applicable requirements.
- B. Non-supervisory personnel shall consist of an adequate number of qualified personnel to meet the schedule requirements of the project. Personnel shall meet required qualifications. Personnel utilized on-site shall be pre-approved by the LFUCG representative. A request for approval shall be submitted for any person to be employed during the project giving the person's name; social security number; qualifications; accreditation card with color picture; Certificate of Worker's

Acknowledgment; and Affidavit of Medical Surveillance and Respiratory Protection and current Respirator Fit Test.

C. Minimum qualifications for Contractor and assigned personnel are:

1. The Contractor has conducted within the last three (3) years, three (3) projects of similar complexity and dollar value as this project; has not been cited and penalized for serious violations of asbestos regulations in the past three (3) years; has adequate liability/occurrence insurance for asbestos work; is licensed in applicable states; has adequate and qualified personnel available to complete the work; has comprehensive standard operating procedures for asbestos work; has adequate materials, equipment and supplies to perform the work.
2. The Competent Person has four (4) years of abatement experience of which two (2) years were as the Competent Person on the project; meets the OSHA definition of a Competent Person; has been the Competent Person on two (2) projects of similar size and complexity as this project; has completed EPA AHERA/OSHA/State/Local training requirements/accreditation(s) and refreshers; and has all required OSHA documentation related to medical and respiratory protection.
3. The Contractor Professional Industrial Hygienist (CPIH) shall have five (5) years of monitoring experience and supervision of asbestos abatement projects; has participated as senior IH on five (5) abatement projects, three (3) of which are similar in size and complexity as this project; has developed at least one complete standard operating procedure for asbestos abatement; has trained abatement personnel for three (3) years; has specialized EPA AHERA/OSHA training in asbestos abatement management, respiratory protection, waste disposal and asbestos inspection; has completed the NIOSH 582 Course, Contractor/Supervisor course; and has appropriate medical/respiratory protection records/documentation.
4. The Abatement Personnel shall have completed the EPA AHERA/OSHA abatement worker course; have training on the standard operating procedures of the Contractor; has one year of asbestos abatement experience; has applicable medical and respiratory protection documentation; has certificate of training/current refresher and State accreditation/license.

## **1.7 RESPIRATORY PROTECTION**

### **1.7.1 GENERAL - RESPIRATORY PROTECTION PROGRAM**

The Contractor shall develop and implement a Respiratory Protection Program (RPP) which is in compliance with the January 8, 1998 OSHA requirements found at 29 CFR 1926.1101 and 29 CFR 1910.132;134. ANSI Standard Z88.2-1992 provides excellent guidance for developing a respiratory protection program. All respirators used must be NIOSH approved for asbestos abatement activities. The written respiratory protection shall, at a minimum, contain the basic requirements found at 29 CFR 1910.134 (c)(1)(i - ix) - Respiratory Protection Program.

### **1.7.2 RESPIRATORY PROTECTION PROGRAM COORDINATOR**

The Respiratory Protection Program Coordinator (RPPC) must be identified and shall have two (2) years experience coordinating the program. The RPPC must submit a signed statement attesting to the fact that the program meets the above requirements.

### **1.7.3 SELECTION AND USE OF RESPIRATORS**

The procedure for the selection and use of respirators must be submitted to the LFUCG as part of the Contractor's qualification. The procedure must be written clearly enough for workers to understand. A copy of the Respiratory Protection Program must be available in the clean room of the decontamination unit for reference by employees or authorized visitors.

### **1.7.4 MINIMUM RESPIRATORY PROTECTION**

Minimum respiratory protection shall be a half face air purifying respirator when fiber levels are maintained consistently at or below 1.0 f/cc. A higher level of respiratory protection may be provided or required, depending on fiber levels. Respirator selection shall meet the requirements of 29 CFR 1926.1101 (h); Table 1, except as indicated in this paragraph. Abatement personnel must have a respirator for their exclusive use.

### **1.7.5 MEDICAL WRITTEN OPINION**

No employee shall be allowed to wear a respirator unless a physician has determined they are capable of doing so and has issued a current written opinion for that person.

### **1.7.6 RESPIRATOR FIT TEST**

All personnel wearing respirators shall have a current qualitative/quantitative fit test which was conducted in accordance with 29 CFR 1910.134 (f) and Appendix A.

### **1.7.7 RESPIRATOR FIT CHECK**

The Competent Person shall assure that the positive/negative fit check is done each time the respirator is donned by an employee. Headcoverings must cover respirator headstraps. Any situation that prevents an effective facepiece to face seal as evidenced by failure of a fit check shall preclude that person from wearing a respirator until resolution of the problem.

### **1.7.8 MAINTENANCE AND CARE OF RESPIRATORS**

The Respiratory Protection Program Coordinator shall submit evidence and documentation showing compliance with 29 CFR 1910.134 (h) Maintenance and care of respirators.

### **1.7.9 SUPPLIED AIR SYSTEMS**

If a supplied air system is used, the system shall meet all requirements of 29 CFR 1910.134 and the ANSI/Compressed Gas Association (CGA) Commodity Specification for Air current requirements for Type 1 - Grade D breathing air. Low pressure systems are not allowed to be used on asbestos abatement projects. Supplied Air respirator use shall be in accordance with EPA/NIOSH publication EPA-560-OPTS-86-001 "A Guide to Respiratory Protection for the Asbestos Abatement Industry".

## **1.8 WORKER PROTECTION**

### **1.8.1 TRAINING OF ABATEMENT PERSONNEL**

Prior to beginning any abatement activity, all personnel shall be trained in accordance with OSHA 29 CFR 1926.1101 (k)(9) and any additional State/Local requirements. Training must include, at a minimum, the elements listed at 29 CFR 1926.1101 (k)(9)(viii). Training shall have been conducted by a third party, EPA/State approved trainer meeting the requirements of EPA 40 CFR 763 Appendix C (AHERA MAP). Initial training certificates and current refresher and accreditation proof must be submitted for each person working at the site.

### **1.8.2 MEDICAL EXAMINATIONS**

Medical examinations meeting the requirements of 29 CFR 1926.1101 (m) shall be provided for all personnel working in the regulated area, regardless of exposure levels. A current physician's written opinion as required by 29 CFR 1926.1101 (m)(4) shall be provided for each person and shall include in the opinion the person has been evaluated for working in a heat stress environment while wearing personal protective equipment and is able to perform the work.

### **1.8.3 PERSONAL PROTECTIVE EQUIPMENT**

Provide whole body clothing, head coverings, gloves and foot coverings and any other personal protective equipment as determined by conducting the hazard assessment required by OSHA at 29 CFR 1910.132 (d). The Competent Person shall ensure the integrity of personal protective equipment worn for the duration of the project. Duct tape shall be used to secure all suit sleeves to wrists and to secure foot coverings at the ankle.

### **1.8.4 REGULATED AREA ENTRY PROCEDURE**

The Competent Person shall ensure that each time workers enter the regulated area, they remove ALL street clothes in the clean room of the decontamination unit and put on new disposable coveralls, head coverings, a clean respirator, and then proceed through the shower room to the equipment room where they put on non-disposable required personal protective equipment.

### **1.8.5 DECONTAMINATION PROCEDURE**

The Competent Person shall require all personnel to adhere to following decontamination procedures whenever they leave the regulated area.

- A. When exiting the regulated area, remove disposable coveralls, and ALL other clothes, disposable head coverings, and foot coverings or boots in the equipment room.
- B. Still wearing the respirator and completely naked, proceed to the shower. Showering is MANDATORY. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
  1. Thoroughly wet body including hair and face. If using a PAPR hold blower above head to keep filters dry.

2. With respirator still in place, thoroughly decontaminate body, hair, respirator face piece, and all other parts of the respirator except the blower and battery pack on a PAPR. Pay particular attention to cleaning the seal between the face and respirator facepiece and under the respirator straps.
  3. Take a deep breath, hold it and/or exhale slowly, completely wetting hair, face, and respirator. While still holding breath, remove the respirator and hold it away from the face before starting to breathe.
- C. Carefully decontaminate the facepiece of the respirator inside and out. If using a PAPR, shut down using the following sequence: a) first cap inlets to filters; b) turn blower off to keep debris collected on the inlet side of the filter from dislodging and contaminating the outside of the unit; c) thoroughly decontaminate blower and hoses; d) carefully decontaminate battery pack with a wet rag being cautious of getting water in the battery pack thus preventing destruction. **(THIS PROCEDURE IS NOT A SUBSTITUTE FOR RESPIRATOR CLEANING!).**
- D. Shower and wash body completely with soap and water. Rinse thoroughly.
- E. Rinse shower room walls and floor to drain prior to exiting.
- F. Proceed from shower to clean room; dry off and change into street clothes or into new disposable work clothing.

#### **1.8.6 REGULATED AREA REQUIREMENTS**

The Competent Person shall meet all requirements of 29 CFR 1926.1101 (o) and assure that all requirements for regulated areas at 29 CFR 1926.1101 (e) are met. All personnel in the regulated area shall not be allowed to eat, drink, smoke, chew tobacco or gum, apply cosmetics, or in any way interfere with the fit of their respirator.

### **1.9 DECONTAMINATION FACILITIES**

#### **1.9.1 DESCRIPTION**

Provide each regulated area with separate personnel (PDF) and waste/equipment decontamination facilities (W/EDF). Ensure that the PDF are the only means of ingress and egress to the regulated area and that all equipment, bagged waste, and other material exit the regulated area only through the W/EDF.

#### **1.9.2 GENERAL REQUIREMENTS**

All personnel entering or exiting a regulated area must go through the PDF and shall follow the requirements at 29 CFR 1926.1101 (j)(1) and these specifications. All waste, equipment and contaminated materials must exit the regulated area through the W/EDF and be decontaminated in accordance with these specifications. Walls and ceilings of the PDF and W/EDF must be constructed of a minimum of 3 layers of 6 mil opaque fire retardant polyethylene sheeting and be securely attached to existing building components and/or an adequate temporary framework. A minimum of 3 layers of 6 mil poly shall also be used to cover the floor under the PDF and W/EDF units. Construct doors so that they overlap and secure to adjacent surfaces. Weight inner doorway



sheets with layers of duct tape so that they close quickly after release. Put arrows on sheets so they show direction of travel and overlap. If the building adjacent area is occupied, construct a solid barrier on the occupied side(s) to protect the sheeting and reduce potential for non-authorized personnel entering the regulated area.

### **1.9.3 TEMPORARY FACILITIES TO THE PDF AND W/EDF**

The Competent Person shall provide temporary water service connections to the PDF and W/EDF. Backflow prevention must be provided at the point of connection to the LFUCG system. Water supply must be of adequate pressure and meet requirements of 29 CFR 1910.141(d)(3). Provide adequate temporary overhead electric power with ground fault circuit interruption (GFCI) protection. Provide a sub-panel for all temporary power in the clean room. Provide adequate lighting to provide a minimum of 50 foot candles in the PDF and W/EDF. Provide temporary heat, if needed, to maintain 70°F throughout the PDF and W/EDF.

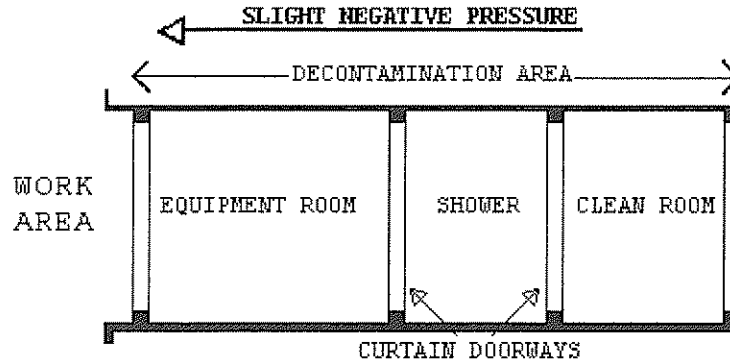
### **1.9.4 PERSONNEL DECONTAMINATION FACILITY (PDF)**

The Competent Person shall provide a PDF consisting of shower room which is contiguous to a clean room and equipment room which is connected to the regulated area. The PDF must be sized to accommodate the number of personnel scheduled for the project. The shower room, located in the center of the PDF, shall be fitted with as many portable showers as necessary to insure all employees can complete the entire decontamination procedure within 15 minutes. The PDF shall be constructed of opaque poly for privacy. The PDF shall be constructed to eliminate any parallel routes of egress without showering.

1. Clean Room: The clean room must be physically and visually separated from the rest of the building to protect the privacy of personnel changing clothes. The clean room shall be constructed of at least 3 layers of 6 mil opaque fire retardant poly to provide an air tight room. Provide a minimum of 2 - 900 mm (3 foot) wide 6 mil poly opaque fire retardant doorways. One doorway shall be the entry from outside the PDF and the second doorway shall be to the shower room of the PDF. The floor of the clean room shall be maintained in a clean, dry condition. Shower overflow shall not be allowed into the clean room. Provide a rubber mat/membrane under the entire PDF. Provide 1 storage locker per person. A portable fire extinguisher, Type ABC, shall be provided in accordance with OSHA and NFPA Standard 10. All persons entering the regulated area shall remove all street clothing in the clean room and dress in disposable protective clothing and respiratory protection. Any person entering the clean room does so either from the outside with street clothing on or is coming from the shower room completely naked and thoroughly washed. Females required to enter the regulated area shall be ensured of their privacy throughout the entry/exit process by posting guards at both entry points to the PDF so no male can enter or exit the PDF during her stay in the PDF.
2. Shower Room: The Competent Person shall assure that the shower room is a completely water tight compartment to be used for the movement of all personnel from the clean room to

the equipment room and for the showering of all personnel going from the equipment room to the clean room. Each shower shall be constructed so water runs down the walls of the shower and into a drip pan. Install a freely draining smooth floor on top of the shower pan. The shower room shall be separated from the rest of the building and from the clean room and equipment room using air tight walls made from at least 3 layers of 6 mil opaque fire retardant poly. The shower shall be equipped with a shower head and controls, hot and cold water, drainage, soap dish and continuous supply of soap, and shall be maintained in a sanitary condition throughout its use. The controls shall be arranged so an individual can shower without assistance. Provide a flexible hose shower head, hose bibs and all other items shown on Shower Schematic. Waste water will be pumped to a drain after being filtered through a minimum of a 100 micron sock in the shower drain; a 20 micron filter; and a final 5 micron filter. Filters will be changed a minimum of daily or more often as needed. Filter changes must be done in the shower to prevent loss of contaminated water. Hose down all shower surfaces after each shift and clean any debris from the shower pan. Residue is to be disposed of as asbestos waste.

3. Equipment Room: The Competent Person shall provide an equipment room which shall be an air tight compartment for the storage of work equipment/tools, reusable personal protective equipment, except for a respirator and for use as a gross decontamination area for personnel exiting the regulated area. The equipment room shall be separated from the regulated area by a minimum 3 foot wide door made with 2 layers of 6 mil opaque fire retardant poly. The equipment room shall be separated from the regulated area, the shower room and the rest of the building by air tight walls and ceiling constructed of a minimum of 3 layers of 6 mil opaque fire retardant poly. Damp wipe all surfaces of the equipment room after each shift change. Provide an additional loose layer of 6 mil fire retardant poly per shift change and remove this layer after each shift. If needed, provide a temporary electrical sub-panel equipped with GFCI in the equipment room to accommodate any equipment required in the regulated area.
4. The PDF shall look like as follows: Clean room at the entrance followed by a shower room followed by an equipment room leading to the regulated area. Each doorway in the PDF is minimum of 2 layers of 6 mil opaque fire retardant poly.

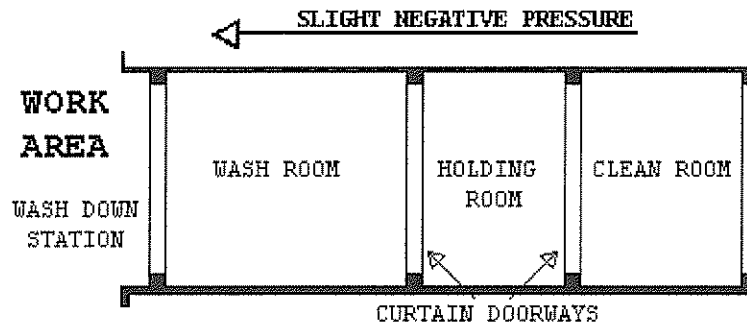


### 1.9.5 WASTE/EQUIPMENT DECONTAMINATION FACILITY (W/EDF)

The Competent Person shall provide a W/EDF consisting of a wash room, holding room, and clean room for removal of waste, equipment and contaminated material from the regulated area. Personnel shall not enter or exit the W/EDF except in the event of an emergency. Clean debris and residue in the W/EDF daily. All surfaces in the W/EDF shall be wiped/hosed down after each shift and all debris shall be cleaned from the shower pan. The W/EDF shall consist of the following:

1. Wash Down Station: Provide an enclosed shower unit in the regulated area just outside the Wash Room as an equipment bag and container cleaning station.
2. Wash Room: Provide a wash room for cleaning of bagged or containerized asbestos containing waste materials passed from the regulated area. Construct the wash room using 50 x 100 mm (2" x 4") wood framing and 3 layers of 6 mil fire retardant poly. Locate the wash room so that packaged materials, after being wiped clean, can be passed to the Holding Room. Doorways in the wash room shall be constructed of 2 layers of 6 mil fire retardant poly.
3. Holding Room: Provide a holding room as a drop location for bagged materials passed from the wash room. Construct the holding room using 50 x 100 mm (2" x 4") wood framing and 3 layers of 6 mil fire retardant poly. The holding room shall be located so that bagged material cannot be passed from the wash room to the clean room unless it goes through the holding room. Doorways in the holding room shall be constructed of 2 layers of 6 mil fire retardant poly.
4. Clean Room: Provide a clean room to isolate the holding room from the exterior of the regulated area. Construct the clean room using 2 x 4 wood framing and 2 layers of 6 mil fire retardant poly. The clean room shall be located so as to provide access to the holding room from the building exterior. Doorways to the clean room shall be constructed of 2 layers of 6 mil fire retardant poly. When a negative pressure differential system is used, a rigid enclosure separation between the W/EDF clean room and the adjacent areas shall be provided.

5. The W/EDF shall be provided as follows: Wash Room leading to a Holding Room followed by a Clean Room leading to outside the regulated area. Provide a rubber mat/membrane under the entire W/EDF. See diagram.



### 1.9.6 WASTE/EQUIPMENT DECONTAMINATION PROCEDURES

At washdown station in the regulated area, thoroughly wet clean contaminated equipment and/or sealed polyethylene bags and pass into Wash Room after visual inspection. When passing anything into the Wash Room, close all doorways of the W/EDF, other than the doorway between the washdown station and the Wash Room. Keep all outside personnel clear of the W/EDF. Once inside the Wash Room, wet clean the equipment and/or bags. After cleaning and inspection, pass items into the Holding Room. Close all doorways except the doorway between the Holding Room and the Clean Room. Workers from the Clean Room/Exterior shall enter the Holding Room and remove the decontaminated/cleaned equipment/bags for removal and disposal. These personnel will not be required to wear PPE. At no time shall personnel from the clean side be allowed to enter the Wash Room.

## PART 2 - PRODUCTS, MATERIALS AND EQUIPMENT

### 2.1 MATERIALS AND EQUIPMENT

#### 2.1.1 GENERAL REQUIREMENTS

Prior to the start of work, the contractor shall provide and maintain a sufficient quantity of materials and equipment to assure continuous and efficient work throughout the duration of the project. Work shall not start unless the following items have been delivered to the site and the CPIH has submitted verification to the LFUCG's representative.

- A. All materials shall be delivered in their original package, container or bundle bearing the name of the manufacturer and the brand name (where applicable).
- B. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Flammable materials cannot be

stored inside buildings. Replacement materials shall be stored outside of the regulated area until abatement is completed.

- C. The Contractor shall not block or hinder use of buildings by staff and visitors to the LFUCG in partially occupied buildings by placing materials/equipment in any unauthorized place.
- D. The Competent Person shall inspect for damaged, deteriorating or previously used materials. Such materials shall not be used and shall be removed from the worksite and disposed of properly.
- E. Polyethylene sheeting for walls in the regulated area shall be a minimum of 4-mils. For floors and all other uses, sheeting of at least 6-mils shall be used in widths selected to minimize the frequency of joints. Fire retardant poly shall be used throughout.
- F. The method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and the LFUCG and selected to minimize damage to equipment and surfaces. Method of attachment may include any combination of moisture resistant duct tape furring strips, spray glue, staples, nails, screws, lumber and plywood for enclosures or other effective procedures capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions.
- G. Polyethylene sheeting utilized for the PDF shall be opaque white or black in color, 6 mil fire retardant poly.
- H. Installation and plumbing hardware, showers, hoses, drain pans, sump pumps and waste water filtration system shall be provided by the Contractor.
- I. An adequate number of HEPA vacuums, scrapers, sprayers, nylon brushes, brooms, disposable mops, rags, sponges, staple guns, shovels, ladders and scaffolding of suitable height and length as well as meeting OSHA requirements, fall protection devices, water hose to reach all areas in the regulated area, airless spray equipment, and any other tools, materials or equipment required to conduct the abatement project. All electrically operated hand tools, equipment, electric cords shall be connected to GFCI protection.
- J. Special protection for objects in the regulated area shall be detailed (e.g., plywood over carpeting or hardwood floors to prevent damage from scaffolds, water and falling material).
- K. Disposal bags – 2 layers of 6 mil, for asbestos waste shall be pre-printed with labels, markings and address as required by OSHA, EPA and DOT regulations.
- L. The LFUCG shall be provided a copy of the MSDS as required for all hazardous chemicals under OSHA 29 CFR 1910.1200 - Hazard Communication. Chlorinated compounds shall not be used with any spray adhesive or other product. Appropriate encapsulant(s) shall be provided.
- M. OSHA DANGER demarcation signs, as many and as required by OSHA 29 CFR 1926.1101(k)(7) shall be provided and placed by the Competent Person. All other posters and notices required by Federal and State regulations shall be posted in the Clean Room.

- N. Adequate and appropriate PPE for the project and number of personnel/shifts shall be provided. All personal protective equipment issued must be based on a hazard assessment conducted under 29 CFR 1910.132(d).

### **2.1.2 NEGATIVE PRESSURE FILTRATION SYSTEM**

The Contractor shall provide enough HEPA negative air machines to completely exchange the regulated area air volume 4 times per hour. The Competent Person shall determine the number of units needed for the regulated area by dividing the cubic feet in the regulated area by 15 and then dividing that result by the cubic feet per minute (CFM) for each unit to determine the number of units needed to effect 4 air changes per hour. Provide a standby unit in the event of machine failure and/or emergency in an adjacent area.

Note: NIOSH has done extensive studies and has determined that negative air machines typically operate at ~50% efficiency. The contractor shall consider this in their determination of number of units needed to provide 4 air changes per hour. The contractor shall use 8 air changes per hour or double the number of machines based on their calculations or submit proof their machines operate at stated capacities at a 2" pressure drop across the filters.

### **2.1.3 DESIGN AND LAYOUT**

- A. Before start of work submit the design and layout of the regulated area and the negative air machines. The submittal shall indicate the number of, location of and size of negative air machines. The point(s) of exhaust, air flow within the regulated area, anticipated negative pressure differential, and supporting calculations for sizing shall be provided. In addition, submit the following:
1. Method of supplying power to the units and designation/location of the panels.
  2. Description of testing method(s) for correct air volume and pressure differential.
  3. If auxiliary power supply is to be provided for the negative air machines, provide a schematic diagram of the power supply and manufacturer's data on the generator and switch.

### **2.1.4 NEGATIVE AIR MACHINES (HEPA UNITS)**

- A. Negative Air Machine Cabinet: The cabinet shall be constructed of steel or other durable material capable of withstanding potential damage from rough handling and transportation. The width of the cabinet shall be less than 30" in order to fit in standard doorways. The cabinet must be factory sealed to prevent asbestos fibers from being released during use, transport, or maintenance. Any access to and replacement of filters shall be from the inlet end. The unit must be on casters or wheels.
- B. Negative Air Machine Fan: The rating capacity of the fan must indicate the CFM under actual operating conditions. Manufacturer's typically use "free-air" (no resistance) conditions when rating fans. The fan must be a centrifugal type fan.
- C. Negative Air Machine Final Filter: The final filter shall be a HEPA filter. The filter media must be completely sealed on all edges within a structurally rigid frame. The filter shall align with a continuous flexible gasket material in the negative air machine housing to form an air tight seal.

Each HEPA filter shall be certified by the manufacturer to have an efficiency of not less than 99.97% when challenged with 0.3 ~~µm~~ diethyl sebacate (DES) particles. Testing shall have been done in accordance with Military Standard MIL-STD-282 and Army Instruction Manual 136-300-175A. Each filter must bear a UL586 label to indicate ability to perform under specified conditions. Each filter shall be marked with the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

- D. Negative Air Machine Pre-filters: The pre-filters, which protect the final HEPA filter by removing larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required. A first stage pre-filter shall be a low efficiency type for particles 10 m or larger. A second stage pre-filter shall have a medium efficiency effective for particles down to 5 m or larger. Pre-filters shall be installed either on or in the intake opening of the NAM and the second stage filter must be held in place with a special housing or clamps.
- E. Negative Air Machine Instrumentation: Each unit must be equipped with a gauge to measure the pressure drop across the filters and to indicate when filters have become loaded and need to be changed. A table indicating the cfm for various pressure readings on the gauge shall be affixed near the gauge for reference or the reading shall indicate at what point the filters shall be changed, noting cfm delivery. The unit must have an elapsed time meter to show total hours of operation.
- F. Negative Air Machine Safety and Warning Devices: An electrical/ mechanical lockout must be provide to prevent the fan from being operated without a HEPA filter. Units must be equipped with an automatic shutdown device to stop the fan in the event of a rupture in the HEPA filter or blockage in the discharge of the fan. Warning lights are required to indicate normal operation; too high a pressure drop across filters; or too low of a pressure drop across filters.
- G. Negative Air Machine Electrical: All electrical components shall be approved by the National Electrical Manufacturer's Association (NEMA) and Underwriter's Laboratories (UL). Each unit must be provided with overload protection and the motor, fan, fan housing, and cabinet must be grounded.

#### **2.1.5 PRESSURE DIFFERENTIAL**

The fully operational negative air system within the regulated area shall continuously maintain a pressure differential of -0.02" water column gauge. Before any disturbance of any asbestos material, this shall be demonstrated to the LFUCG by use of a pressure differential meter/manometer as required by OSHA 29 CFR 1926.1101(e)(5)(i). The Competent Person shall be responsible for providing, maintaining, and documenting the negative pressure and air changes as required by OSHA and this specification.

#### **2.1.6 MONITORING**

The pressure differential shall be continuously monitored and recorded between the regulated area and the area outside the regulated area with a monitoring device that incorporates a strip

chart recorder. The strip chart recorder shall become part of the project log and shall indicate at least -0.02" water column gauge for the duration of the project.

#### **2.1.7 AUXILIARY GENERATOR**

If the building is occupied during abatement, provide an auxiliary gasoline/diesel generator located outside the building in an area protected from the weather. In the event of a power failure, the generator must automatically start and supply power to a minimum of 50% of the negative air machines in operation.

#### **2.1.8 SUPPLEMENTAL MAKE-UP AIR INLETS**

Provide, as needed for proper air flow in the regulated area, in a location approved by the LFUCG, openings in the plastic sheeting to allow outside air to flow into the regulated area. Auxiliary makeup air inlets must be located as far from the negative air machines as possible, off the floor near the ceiling, and away from the barriers that separate the regulated area from the occupied clean areas. Cover the inlets with weighted flaps which will seal in the event of failure of the negative pressure system.

#### **2.1.9 TESTING THE SYSTEM**

The negative pressure system must be tested before any ACM is disturbed in any way. After the regulated area has been completely prepared, the decontamination units set up, and the negative air machines installed, start the units up one at a time. Demonstrate and document the operation and testing of the negative pressure system to the LFUCG using smoke tubes and a negative pressure gauge. Testing must also be done at the start of each work shift.

#### **2.1.10 DEMONSTRATION OF THE NEGATIVE AIR PRESSURE SYSTEM**

The demonstration of the operation of the negative pressure system to the LFUCG shall include, but not be limited to, the following:

- A. Plastic barriers and sheeting move lightly in toward the regulated area.
- B. Curtains of the decontamination units move in toward regulated area.
- C. There is a noticeable movement of air through the decontamination units. Use the smoke tube to demonstrate air movement from the clean room to the shower room to the equipment room to the regulated area.
- D. Use smoke tubes to demonstrate air is moving across all areas in which work is to be done. Use a differential pressure gauge to indicate a negative pressure of at least -0.02" water column gauge across every barrier separating the regulated area from the rest of the building. Modify the system as necessary to meet the above requirements. If -0.02" can not be achieved, the Contractor may demonstrate to LFUCG that reasonable efforts to achieve the desired negative pressure have failed and request a variance from LFUCG for a less stringent negative pressure requirement.

#### **2.1.11 USE OF SYSTEM DURING ABATEMENT OPERATIONS**

- A. Start units before beginning any disturbance of ACM occurs. After work begins, the units shall run continuously, maintaining 4 actual air changes per hour at a negative pressure differential of -



0.02" water column gauge, for the duration of the work until a final visual clearance and final air clearance has been completed.

The negative air machines shall not be shut down for the duration of the project unless authorized by the LFUCG, in writing.

- B. Abatement work shall begin at a location farthest from the units and proceed towards them. If an electric failure occurs, the Competent Person shall stop all abatement work and immediately begin wetting all exposed asbestos materials for the duration of the power outage. Abatement work shall not resume until power is restored and all units are operating properly again.
- C. The negative air machines shall continue to run after all work is completed and until a final visual clearance and a final air clearance has been completed for that regulated area.

#### **2.1.12 DISMANTLING THE SYSTEM**

After completion of the final visual inspection and final air clearance has been obtained by the LFUCG PIH, the units may be shut down. The units shall have been **completely decontaminated**, all pre-filters removed and disposed of as asbestos waste, asbestos labels attached and the units inlet/outlet sealed with 2 layers of 6 mil poly.

### **2.2 CONTAINMENT BARRIERS AND COVERINGS IN THE REGULATED AREA**

#### **2.2.1 GENERAL**

Seal off the perimeter to the regulated area to completely isolate the regulated area from adjacent spaces. Should adjacent areas become contaminated as a result of the work, shall immediately stop work and clean up the contamination at no additional cost to the LFUCG. Provide firestopping and identify all fire barrier penetrations due to abatement work as specified in Section 2.2.8; FIRESTOPPING.

#### **2.2.2 PREPARATION PRIOR TO SEALING THE REGULATED AREA**

Place all tools, scaffolding, materials and equipment needed for working in the regulated area prior to erecting any plastic sheeting. All uncontaminated removable furniture, equipment and/or supplies shall be removed by the LFUCG from the regulated area before commencing work. Any objects remaining in the regulated area shall be considered contaminated. Lock out and tag out any HVAC/electrical systems in the regulated area.

#### **2.2.3 CONTROLLING ACCESS TO THE REGULATED AREA**

Access to the regulated area is allowed only through the personnel decontamination facility (PDF). All other means of access shall be eliminated and OSHA DANGER demarcation signs posted as required by OSHA. If the regulated area is adjacent to or within view of an occupied area, provide a visual barrier of 6 mil opaque fire retardant poly to prevent building occupant observation. If the adjacent area is accessible to the public, the barrier must be solid and capable of withstanding the negative pressure.

**2.2.4 CRITICAL BARRIERS**

Completely separate any operations in the regulated area from adjacent areas using 2 layers of 6 mil fire retardant poly and duct tape. Individually seal with 2 layers of 6 mil poly and duct tape all HVAC openings into the regulated area. Individually seal all lighting fixtures, clocks, doors, windows, convectors, speakers, or any other objects/openings in the regulated area. Heat must be shut off any objects covered with poly.

**2.2.5 PRIMARY BARRIERS**

- A. Cover the regulated area with two layers of 6 mil fire retardant poly on the floors and two layers of 4 mil, fire retardant poly on the walls, unless otherwise directed in writing by the LFUCG representative. Floor layers must form a right angle with the wall and turn up the wall at least 300 mm (12"). Seams must overlap at least 1800 mm (6') and must be spray glued and taped. Install sheeting so that layers can be removed independently from each other. Carpeting shall be covered with three layers of 6 mil poly. Corrugated cardboard sheets must be placed between the bottom and middle layers of poly. Mechanically support and seal with duct tape and glue all wall layers.

**2.2.6 SECONDARY BARRIERS**

A loose layer of 6 mil shall be used as a drop cloth to protect the primary layers from debris generated during the abatement. This layer shall be replaced as needed during the work and at a minimum once per work day.

**2.2.7 EXTENSION OF THE REGULATED AREA**

If the enclosure of the regulated area is breached in any way that could allow contamination to occur, the affected area shall be included in the regulated area and constructed as appropriate. Decontamination measures must be started immediately and continue until air monitoring indicates background levels are met.

**2.2.8 FIRESTOPPING**

- A. Through penetrations caused by cables, cable trays, pipes, sleeves must be firestopped with a fire-rated firestop system providing an air tight seal.
- B. Firestop materials that are not equal to the wall or ceiling penetrated shall be brought to the attention of the LFUCG Representative. The contractor shall list all areas of penetration, the type of sealant used, and whether or not the location is fire rated. Any discovery of penetrations during abatement shall be brought to the attention of the LFUCG representative immediately. All walls, floors and ceilings are considered fire rated unless otherwise determined by the LFUCG Representative or Fire Marshall.
- C. Any visible openings whether or not caused by a penetration shall be reported by the Contractor to the LFUCG Representative for a sealant system determination. Firestops shall meet ASTM E814 and UL 1479 requirements for the opening size, penetrant, and fire rating needed.

## 2.3 MONITORING, INSPECTION AND TESTING

### 2.3.1 GENERAL

The Abatement Contractor shall have a copy of the project specifications on site at all times throughout the duration of project.

- A. Perform throughout abatement work monitoring, inspection and testing inside and around the regulated area in accordance with the OSHA requirements and these specifications. The CPIH shall be responsible for and shall inspect and oversee the performance of the Contractor IH Technician. The IH Technician shall continuously inspect and monitor conditions inside the regulated area to ensure compliance with these specifications. In addition, the CPIH shall personally manage air sample collection, analysis, and evaluation for personnel, regulated area, and adjacent area samples to satisfy OSHA requirements. Additional inspection and testing requirements are also indicated in other parts of this specification.
- B. The LFUCG will employ an independent industrial hygienist (LPIH/CIH) consultant and/or use its own IH to perform various services on behalf of the LFUCG. The LPIH/CIH will perform the necessary monitoring, inspection, testing, and other support services to ensure that LFUCG employees and visitors will not be adversely affected by the abatement work, and that the abatement work proceeds in accordance with these specifications, that the abated areas or abated buildings have been successfully decontaminated. The work of the LPIH/CIH consultant in no way relieves the Contractor from their responsibility to perform the work in accordance with contract/specification requirements, to perform continuous inspection, monitoring and testing for the safety of their employees, and to perform other such services as specified. The cost of the LPIH/CIH and their services will be borne by the LFUCG except for any repeat of final inspection and testing that may be required due to unsatisfactory initial results. Any repeated final inspections and/or testing, if required, will be paid for by the Contractor.
- C. If fibers counted by the LPIH/CIH during abatement work, either inside or outside the regulated area, utilizing the NIOSH 7400 air monitoring method, exceed the specified respective limits, the Contractor shall stop work. The Contractor may request confirmation of the results by analysis of the samples by TEM. Request must be in writing and submitted to the LFUCG's representative. Cost for the confirmation of results will be borne by the Contractor for both the collection and analysis of samples and for the time delay that may/does result for this confirmation. Confirmation sampling and analysis will be the responsibility of the CPIH with review and approval of the LPIH/CIH. An agreement between the CPIH and the LPIH/CIH shall be reached on the exact details of the confirmation effort, in writing, including such things as the number of samples, location, collection, quality control on-site, analytical laboratory, interpretation of results and any follow-up actions. This written agreement shall be co-signed by the IH's and delivered to the LFUCG's representative.

### **2.3.2 SCOPE OF SERVICES OF THE LPIH/CIH CONSULTANT**

- A. The purpose of the work of the LPIH/CIH is to: assure quality; adherence to the specification; resolve problems; prevent the spread of contamination beyond the regulated area; and assure clearance at the end of the project. In addition, their work includes performing the final inspection and testing to determine whether the regulated area or building has been adequately decontaminated. All air monitoring is to be done utilizing PCM/TEM. The LPIH/CIH will perform the following tasks:
1. Task 1: Establish background levels before abatement begins by collecting background samples. Retain samples for possible TEM analysis.
  2. Task 2: Perform continuous air monitoring, inspection, and testing outside the regulated area during actual abatement work to detect any faults in the regulated area isolation and any adverse impact on the surroundings from regulated area activities.
  3. Task 3: Perform unannounced visits to spot check overall compliance of work with contract/specifications. These visits may include any inspection, monitoring, and testing inside and outside the regulated area and all aspects of the operation except personnel monitoring.
  4. Task 4: Provide support to the LFUCG representative such as evaluation of submittals from the Contractor, resolution of conflicts, interpret data, etc.
  5. Task 5: Perform, in the presence of the LFUCG representative, final inspection and testing of a decontaminated regulated area at the conclusion of the abatement to certify compliance with all regulations and LFUCG requirements/specifications.
  6. Task 6: Issue certificate of decontamination for each regulated area and project report.
- B. All documentation, inspection results and testing results generated by the LPIH/CIH will be available to the Contractor for information and consideration. The Contractor shall cooperate with and support the LPIH/CIH for efficient and smooth performance of their work.
- C. The monitoring and inspection results of the LPIH/CIH will be used by the LFUCG to issue any Stop Removal orders to the Contractor during abatement work and to accept or reject a regulated area or building as decontaminated.

### **2.3.3 MONITORING, INSPECTION AND TESTING BY CONTRACTOR CPIH**

The Contractor's PIH is responsible for managing all monitoring, inspections, and testing required by these specifications, as well as any and all regulatory requirements adopted by these specifications. The CPIH is responsible for the continuous monitoring of all subsystems and procedures which could affect the health and safety of the Contractor's personnel. Safety and health conditions and the provision of those conditions inside the regulated area for all persons entering the regulated area is the exclusive responsibility of the Contractor/Competent Person. The person performing the personnel and area air monitoring inside the regulated area shall be an IH Technician, who shall be trained and shall have specialized field experience in air sampling and analysis. The IH Technician shall have a NIOSH 582 Course or equivalent and show proof. The IH Technician shall participate in the AIHA Asbestos Analysis Registry or participate in the

Proficiency Analytic Testing program of AIHA for fiber counting quality control assurance. The IH Technician shall also be an accredited EPA/State Contractor/Supervisor and Building Inspector. The IH Technician shall have participated in five abatement projects collecting personal and area samples as well as responsibility for documentation. The analytic laboratory used by the Contractor to analyze the samples shall be AIHA accredited for asbestos PAT. A daily log documenting all OSHA requirements for air monitoring for asbestos in 29 CFR 1926.1101(f), (g) and Appendix A. This log shall be made available to the LFUCG representative and the LPIH/CIH. The log will contain, at a minimum, information on personnel or area sampled, other persons represented by the sample, the date of sample collection, start and stop times for sampling, sample volume, flow rate, and fibers/cc. The CPIH shall collect and analyze samples for each representative job being done in the regulated area, i.e., removal, wetting, clean-up, and load-out. No fewer than two personal samples per shift shall be collected and one sample per shift in the clean room area shall be collected. In addition to the continuous monitoring required, the CPIH will perform inspection and testing at the final stages of abatement for each regulated area as specified in the CPIH responsibilities.

#### **2.4 STANDARD OPERATING PROCEDURES**

The Contractor shall have established Standard Operating Procedures (SOP's) in printed form and loose leaf folder consisting of simplified text, diagrams, sketches, and pictures that establish and explain clearly the procedures to be followed during all phases of the work by the Contractor's personnel. The SOP's must be modified as needed to address specific requirements of this project and the specifications. The SOP's shall be submitted for review and approval prior to the start of any abatement work. The minimum topics and areas to be covered by the SOP's are:

- A. Minimum Personnel Qualifications
- B. Emergency Action Plan/Contingency Plans and Arrangements
- C. Security and Safety Procedures
- D. Respiratory Protection/Personal Protective Equipment Program and Training
- E. Medical Surveillance Program and Recordkeeping
- F. Regulated Area Requirements - Containment Barriers/Isolation of Regulated Area
- G. Decontamination Facilities and Entry/Exit Procedures (PDF and W/EDF)
- H. Negative Pressure Systems Requirements
- I. Monitoring, Inspections, and Testing
- J. Removal Procedures for ACM
- K. Removal of Contaminated Soil (if applicable)
- L. Encapsulation Procedures for ACM
- M. Disposal of ACM waste/equipment
- N. Regulated Area Decontamination/Clean-up
- O. Regulated Area Visual and Air Clearance
- P. Project Completion/Closeout

## 2.5 SUBMITTALS

### 2.5.1 PRE-START MEETING SUBMITTALS

Submit to the LFUCG a minimum of 14 days prior to the pre-start meeting the following for review and approval. Meeting this requirement is a prerequisite for the pre-start meeting for this project:

- A. Submit a detailed work schedule for the entire project reflecting contract documents and the phasing/schedule requirements from the CPM chart.
- B. Submit a staff organization chart showing all personnel who will be working on the project and their capacity/function. Provide their qualifications, training, accreditations, and licenses, as appropriate. Provide a copy of the "Certificate of Worker's Acknowledgment" and the "Affidavit of Medical Surveillance and Respiratory Protection" for each person.
- C. Submit Standard Operating Procedures developed specifically for this project, incorporating the requirements of the specifications, prepared, signed and dated by the CPIH.
- D. Submit the specifics of the materials and equipment to be used for this project with brand names, model numbers, performance characteristics, pictures/diagrams, and number available for the following:
  1. Supplied air system, if used, negative air machines, HEPA vacuums, air monitoring pumps, calibration devices, pressure differential monitoring device and emergency power generating system.
  2. Waste water filtration system, shower system, containment barriers.
  3. Encapsulants, surfactants, hand held sprayers, airless sprayers, glovebags, fire extinguishers.
  4. Respirators, protective clothing, personal protective equipment.
  5. Fire safety equipment to be used in the regulated area.
- E. Submit the name, location, and phone number of the approved landfill; proof/verification the landfill is approved for ACM disposal; the landfill's requirements for ACM waste; the type of vehicle to be used for transportation; and name, address, and phone number of subcontractor, if used. Proof of asbestos training for transportation personnel shall be provided.
- F. Submit required notifications and arrangements made with regulatory agencies having regulatory jurisdiction and the specific contingency/emergency arrangements made with local health, fire, ambulance, hospital authorities and any other notifications/arrangements.
- G. Submit the name, location and verification of the laboratory and/or personnel to be used for analysis of air and/or bulk samples. Air monitoring must be done in accordance with OSHA 29 CFR 1926.1101(f) and Appendix A.
- H. Submit qualifications verification: Submit the following evidence of qualifications. Make sure that all references are current and verifiable by providing current phone numbers and documentation.
  1. Asbestos Abatement Company: Project experience within the past 3 years; listing projects first most similar to this project: Project Name; Type of Abatement; Duration; Cost; Reference Name/Phone Number; Final Clearance; Completion Date

2. List of project(s) halted by owner, A/E, IH, regulatory agency in the last 3 years: Project Name; Reason; Date; Reference Name/Number; Resolution
  3. List asbestos regulatory citations, penalties, damages paid and legal actions taken against the company in the last 3 years. Provide copies and all information needed for verification.
- I. Submit information on personnel: Provide a resume; address each item completely; copies of certificates, accreditations, and licenses. Submit an affidavit signed by the CPIH stating that all personnel submitted below have medical records in accordance with OSHA 29 CFR 1926.1101(m) and 29 CFR 1910.20 and that the company has implemented a medical surveillance program and maintains recordkeeping in accordance with the above regulations. Submit the phone number and doctor/clinic/hospital used for medical evaluations.
1. CPIH: Name; years of abatement experience; list of projects similar to this one; certificates, licenses, accreditations for proof of AHERA/OSHA specialized asbestos training; professional affiliations; number of workers trained; samples of training materials; samples of SOP's developed; medical opinion; current respirator fit test.
  2. Competent Person(s)/Supervisor(s): Number; names; social security numbers; years of abatement experience as Competent Person/Supervisor; list of similar projects as Competent Person/Supervisor; as a worker; certificates, licenses, accreditations; proof of AHERA/OSHA specialized asbestos training; maximum number of personnel supervised on a project; medical opinion; current respirator fit test.
  3. Workers: Numbers; names; social security numbers; years of abatement experience; certificates, licenses, accreditations; training courses in asbestos abatement and respiratory protection; medical opinion; current respirator fit test.
- J. Submit copies of State license for asbestos abatement; copy of insurance policy, including exclusions with a letter from agent stating in plain english the coverage provided and the fact that asbestos abatement activities are covered by the policy; copy of SOP's incorporating the requirements of this specification; information on who provides your training, how often; who provides medical surveillance, how often; who does and how is air monitoring conducted; a list of references of independent laboratories/IH's familiar with your air monitoring and standard operating procedures; copies of monitoring results of the five referenced projects listed and analytical method(s) used.
- K. Submit, before the start of work, the manufacturer's technical data for all types of encapsulants and the MSDS. Provide application instructions also.

### **2.5.2 SUBMITTALS DURING ABATEMENT**

- A. The Competent Person shall maintain and submit a daily log at the regulated area documenting the dates and times of the following: purpose, attendees and summary of meetings; all personnel entering/exiting the regulated area; document and discuss the resolution of unusual events such as barrier breaching, equipment failures, emergencies, and any cause for stopping work;

representative air monitoring and results/TWA's/EL's. Submit this information daily to the LPIH/CIH.

- B. The CPIH shall document and maintain the inspection and approval of the regulated area preparation prior to start of work and daily during work.
  - 1. Removal of any poly barriers.
  - 2. Visual inspection/testing by the CPIH prior to application of lockdown.
  - 3. Packaging and removal of ACM waste from regulated area.
  - 4. Disposal of ACM waste materials; copies of Waste Shipment Records/landfill receipts to the LFUCG's representative on a weekly basis.

### **2.5.3 SUBMITTALS AT COMPLETION OF ABATEMENT**

The CPIH shall submit a project report consisting of the daily log book requirements and documentation of events during the abatement project including Waste Shipment Records signed by the landfill's agent. The report shall include a certificate of completion, signed and dated by the CPIH, in accordance with Attachment #1. All clearance and perimeter samples must be submitted. The LFUCG Representative will retain the abatement report after completion of the project.

## **2.6 ENCAPSULANTS**

### **2.6.1 TYPES OF ENCAPSULANTS**

- A. The following four types of encapsulants, if used, must comply with performance requirements as stated in paragraph 2.6.2:
  - 1. Removal encapsulant - used as a wetting agent to remove ACM.
  - 2. Bridging encapsulant - provides a tough, durable coating on ACM.
  - 3. Penetrating encapsulant - penetrates/encapsulates ACM at least 13 mm (1/2").
  - 4. Lockdown encapsulant - seals microscopic fibers on surfaces after ACM removal.

### **2.6.2 PERFORMANCE REQUIREMENTS**

Encapsulants shall meet the latest requirements of EPA; shall not contain toxic or hazardous substances; or solvents; and shall comply with the following performance requirements:

- A. General Requirements for all Encapsulants:
  - 1. ASTM E84: Flame spread of 25; smoke emission of 50.
  - 2. University of Pittsburgh Protocol: Combustion Toxicity; zero mortality.
  - 3. ASTM C732: Accelerated Aging Test; Life Expectancy - 20 years.
  - 4. ASTM E96: Permeability - minimum of 0.4 perms.
- B. Bridging/Penetrating Encapsulants:
  - 1. ASTM E736: Cohesion/Adhesion Test - 24 kPa (50 lbs/ft<sup>2</sup>).
  - 2. ASTM E119: Fire Resistance - 3 hours (Classified by UL for use on fibrous/cementitious fireproofing).
  - 3. ASTM D2794: Gardner Impact Test; Impact Resistance - minimum 11.5 kg-mm (43 in/lb).



4. ASTM D522: Mandrel Bend Test; Flexibility - no rupture or cracking.
- C. Lockdown Encapsulants:
1. ASTM E119: Fire resistance - 3 hours (tested with fireproofing over encapsulant applied directly to steel member).
  2. ASTM E736: Bond Strength - 48 kPa (100 lbs/ft<sup>2</sup>) (test compatibility with cementitious and fibrous fireproofing).
  3. In certain situations, encapsulants may have to be applied to hot pipes/equipment. The encapsulant must be able to withstand high temperatures without cracking or off-gassing any noxious vapors during application.

### **2.6.3 CERTIFICATES OF COMPLIANCE**

The Contractor shall submit to the LFUCG representative certification from the manufacturer indicating compliance with performance requirements for encapsulants when applied according to manufacturer recommendations.

## **PART 3 - EXECUTION**

### **3.1 PRE-ABATEMENT ACTIVITIES**

#### **3.1.1 PRE-ABATEMENT MEETING**

The LFUCG representative, upon receipt, review, and substantial approval of all pre-abatement submittals and verification by the CPIH that all materials and equipment required for the project are on the site, will arrange for a pre-abatement meeting between the Contractor, the CPIH, Competent Person(s), the LFUCG representative(s), and the LPIH/CIH. The purpose of the meeting is to discuss any aspect of the submittals needing clarification or amplification and to discuss any aspect of the project execution and the sequence of the operation. The Contractor shall be prepared to provide any supplemental information/documentation to the LFUCG's representative regarding any submittals, documentation, materials or equipment. Upon satisfactory resolution of any outstanding issues, the LFUCG's representative will issue a written order to proceed to the Contractor. No abatement work of any kind described in the following provisions shall be initiated prior to the LFUCG written order to proceed.

#### **3.1.2 PRE-ABATEMENT INSPECTIONS AND PREPARATIONS**

Before any work begins on the construction of the regulated area, the Contractor will:

- A. Conduct a space-by-space inspection with an authorized LFUCG representative and prepare a written inventory of all existing damage in those spaces where asbestos abatement will occur. Still or video photography may be used to supplement the written damage inventory. Document will be signed and certified as accurate by both parties.
- B. The LFUCG Representative, the Contractor, and the LPIH/CIH must be aware of 10/95 A/E Quality Alert indicating the failure to identify asbestos in the areas listed. Make sure these areas are looked at/reviewed on the project: Lay-in ceilings concealing ACM; ACM behind walls/windows from previous renovations; inside chases/walls; transite piping/ductwork/sheets; behind radiators;

roofing materials; below window sills; water/sewer lines; electrical conduit coverings; crawl spaces( previous abatement contamination); flooring/mastic covered by carpeting/new flooring; exterior insulated wall panels; on underground fuel tanks; steam line trench coverings.

- C. Ensure that all furniture, machinery, equipment, curtains, drapes, blinds, and other movable objects required to be removed from the regulated area have been cleaned and removed or properly protected from contamination.
- D. If present and required, remove and dispose of carpeting from floors in the regulated area.
- E. Inspect existing firestopping in the regulated area. Correct as needed.

### **3.1.3 PRE-ABATEMENT CONSTRUCTION AND OPERATIONS**

- A. Perform all preparatory work for the first regulated area in accordance with the approved work schedule and with this specification.
- B. Upon completion of all preparatory work, the CPIH will inspect the work and systems and will notify the LFUCG's representative when the work is completed in accordance with this specification. The LFUCG's representative may inspect the regulated area and the systems with the LPIH/CIH and may require that upon satisfactory inspection, the Contractor's employees perform all major aspects of the approved SOP's, especially worker protection, respiratory systems, contingency plans, decontamination procedures, and monitoring to demonstrate satisfactory operation. The operational systems for respiratory protection and the negative pressure system shall be demonstrated for proper performance.
- C. The CPIH shall document the pre-abatement activities described above and deliver a copy to the LFUCG's representative.
- D. Upon satisfactory inspection of the installation of and operation of systems the LFUCG's representative will notify the Contractor in writing to proceed with the asbestos abatement work in accordance with this specification and all applicable regulations.

### **3.2 REGULATED AREA PREPARATIONS**

- A. Post OSHA DANGER signs meeting the specifications of OSHA 29 CFR 1926.1101 at any location and approaches to the regulated area where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the regulated area to permit any personnel to read the sign and take the necessary measures to avoid exposure. Additional signs will be posted following construction of the regulated area enclosure.
- B. Shut down and lock out electric power to the regulated area. Provide temporary power and lighting. Insure safe installation including GFCI of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems. Electricity shall be provided by the LFUCG.
- C. Shut down and lock out heating, cooling, and air conditioning system (HVAC) components that are in, supply or pass through the regulated area. Investigate the regulated area and agree on pre-abatement condition with the LFUCG's representative. Seal all intake and exhaust vents in the

regulated area with duct tape and 2 layers of 6-mil poly. Also, seal any seams in system components that pass through the regulated area. Remove all contaminated HVAC system filters and place in labeled 6-mil polyethylene disposal bags for staging and eventual disposal as asbestos waste.

- D. The LFUCG shall designate sanitary facilities for abatement personnel and the Contractor shall maintain them in a clean and sanitary condition throughout the abatement project.
- E. The LFUCG will provide water for abatement purposes. The Contractor shall connect to the existing LFUCG system. The service to the shower(s) shall be supplied with backflow prevention.
- F. Pre-clean all movable objects within the regulated area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the regulated area and carefully stored in an uncontaminated location.
- G. Pre-clean all surfaces in the regulated area using HEPA filtered vacuums and/or wet cleaning methods as appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos-containing materials during this pre-cleaning phase.

### **3.3 CONTAINMENT BARRIERS AND COVERINGS FOR THE REGULATED AREA GENERAL:**

Follow requirements of Section 2.2 – Containment Barriers and Coverings.

### **3.4 REMOVAL OF ACM**

#### **3.4.1 WETTING ACM**

- A. Use amended water for the wetting of ACM prior to removal. The Competent Person shall assure the wetting of ACM meets the definition of "adequately wet" in the EPA NESHAP's regulation and OSHA's "wet methods" for the duration of the project. A removal encapsulant may be used instead of amended water with written approval of the LFUCG's representative.
- B. Amended Water: Provide water to which a surfactant has been added shall be used to wet the ACM and reduce the potential for fiber release during disturbance of ACM. The mixture must be equal to or greater than the wetting provided by water amended by a surfactant consisting one ounce of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with 5 gallons (19L) of water.
- C. Removal Encapsulant: If used, provide a penetrating encapsulant designed specifically for the removal of ACM. The material must, when used, result in adequate wetting of the ACM and retard fiber release during removal.

#### **3.4.2 SECONDARY BARRIER AND WALKWAYS**

- A. Install as a drop cloth a 6 mil poly sheet at the beginning of each work shift where removal is to be done during that shift. Completely cover floors and any walls within 10 feet (3M) of the area where work is to be done. Secure the secondary barrier with duct tape to prevent debris from getting behind it. Remove the secondary barrier at the end of the shift or as work in the area is completed. Keep

residue on the secondary barrier wetted. When removing, fold inward to prevent spillage and place in a disposal bag.

- B. Optional: Install walkways using 6 mil black poly between the regulated area and the decontamination facilities (PDF and W/EDF) to protect the primary layers from contamination and damage. Install the walkways at the beginning of each shift and remove at the end of each shift.

### 3.4.3 WET REMOVAL OF ACM

- A. Adequately and thoroughly wet the ACM to be removed prior to removal to reduce/prevent fiber release to the air. Adequate time must be allowed for the amended water to saturate the ACM. Abatement personnel must not disturb dry ACM. Use a fine spray of amended water or removal encapsulant. Saturate the material sufficiently to wet to the substrate without causing excessive dripping. The material must be sprayed repeatedly/continuously during the removal process in order to maintain adequately wet conditions. Removal encapsulants must be applied in accordance with the manufacturer's written instructions. Perforate or carefully separate, using wet methods, an outer covering that is painted or jacketed in order to allow penetration and wetting of the material. Where necessary, carefully remove covering while wetting to minimize fiber release.

**In no event shall dry removal occur except in the case of electrical hazards or a greater safety issue is possible!**

- B. If ACM does not wet well with amended water due to coating or jacketing, remove as follows:
  1. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
  2. Remove saturated ACM in small sections. Do not allow material to dry out. As material is removed, bag material while still wet into disposal bags. Twist tightly the bag neck, bend over (gooseneck) and seal with a minimum of three tight wraps of duct tape. Clean /decontaminate the outside of any residue and move to washdown station adjacent to W/EDF.
  3. **Fireproofing or Architectural Finish on Scratch Coat: Spray with a fine mist of amended water or removal encapsulant. Allow time for saturation to the substrate. Do not oversaturate causing excess dripping. Scrape material from substrate. Remove material in manageable quantities and control falling to staging or floor. Remove residue remaining on the scratch coat after scraping is done using a stiff bristle hand brush. If a removal encapsulant is used, remove residue completely before the encapsulant dries. Re-wet the substrate as needed to prevent drying before the residue is removed.**

### 3.4.4 WET REMOVAL OF AMOSITE

Not applicable

### 3.4.5 REMOVAL OF ACM/DIRT FLOORS AND OTHER SPECIAL PROCEDURES

Not applicable

### 3.5 LOCKDOWN ENCAPSULATION

#### 3.5.1 GENERAL

Lockdown encapsulation is an integral part of the ACM removal. At the conclusion of ACM removal and before removal of the primary barriers, all surfaces shall be encapsulated with a bridging encapsulant.

#### 3.5.2 DELIVERY AND STORAGE

Deliver materials to the job site in original, new and unopened containers bearing the manufacturer's name and label as well as the following information: name of material, manufacturer's stock number, date of manufacture, thinning instructions, application instructions and the MSDS for the material.

#### 3.5.3 WORKER PROTECTION

Before beginning work with any material for which an MSDS has been submitted, provide workers with any required personal protective equipment. The required personal protective equipment shall be used whenever exposure to the material might occur. In addition to OSHA/specification requirements for respiratory protection, a paint pre-filter and an organic vapor cartridge, at a minimum, shall be used in addition to the HEPA filter when a solvent based encapsulant is used. The CPIH shall be responsible for provision of adequate respiratory protection.

### 3.6 DISPOSAL OF ACM WASTE MATERIALS

#### 3.6.1 GENERAL

Dispose of waste ACM and debris which is packaged in accordance with these specifications, OSHA, EPA and DOT. The landfill requirements for packaging must also be met. Disposal shall be done at an approved landfill. Disposal of non-friable ACM shall be done in accordance with applicable regulations.

#### 3.6.2 PROCEDURES

- A. Asbestos waste shall be packaged and moved through the W/EDF into a covered transport container in accordance with procedures in this specification. Waste shall be double-bagged prior to disposal. Wetted waste can be very heavy. Bags shall not be overfilled. Bags shall be securely sealed to prevent accidental opening and/or leakage. The top shall be tightly twisted and goosenecked prior to tightly sealing with at least three wraps of duct tape. Ensure that unauthorized persons do not have access to the waste material once it is outside the regulated area. All transport containers must be covered at all times when not in use. NESHAP's signs must be on containers during loading and unloading. Material shall not be transported in open vehicles. If drums are used for packaging, the drums shall be labeled properly and shall not be re-used.
- B. Waste Load Out: Waste load out shall be done in accordance with the procedures in W/EDF Decontamination Procedures. Bags shall be decontaminated on exterior surfaces by wet cleaning and/or HEPA vacuuming before being placed in the second bag. ***Special Note: Waste load-out shall be performed after 6 pm and before 6am.***

- C. Asbestos waste with sharp edged components, i.e., nails, screws, lath, strapping, tin sheeting, jacketing, metal mesh, etc., which might tear poly bags shall be wrapped securely in burlap before packaging and, if needed, use a poly lined fiber drum as the second container, prior to disposal.

### **3.7 PROJECT DECONTAMINATION**

#### **3.7.1 GENERAL**

- A. The entire work related to project decontamination shall be performed under the close supervision and monitoring of the CPIH.
- B. If the asbestos abatement work is in an area which was contaminated prior to the start of abatement, the decontamination will be done by cleaning the primary barrier poly prior to its removal and cleanings of the surfaces of the regulated area after the primary barrier removal.
- C. If the asbestos abatement work is in an area which was uncontaminated prior to the start of abatement, the decontamination will be done by cleaning the primary barrier poly prior to its removal, thus preventing contamination of the building when the regulated area critical barriers are removed.

#### **3.7.2 REGULATED AREA CLEARANCE**

Air testing and other requirements which must be met before release of the Contractor and re-occupancy of the regulated area space are specified in Final Testing Procedures.

#### **3.7.3 WORK DESCRIPTION**

Decontamination includes the clearance of the air in the regulated area and the decontamination and removal of the enclosures/facilities installed prior to the abatement work including primary/critical barriers, PDF and W/EDF facilities, and negative pressure systems.

#### **3.7.4 PRE-DECONTAMINATION CONDITIONS**

- A. Before decontamination starts, all ACM waste from the regulated area shall be removed, all waste collected and removed, and the loose 6 mil layer of poly removed and disposed of along with any gross debris generated by the work.
- B. At the start of decontamination, the following shall be in place:
  - 1. Primary barriers consisting of 2 layers of 6 mil poly on the floor and 4 mil poly on the walls.
  - 2. Critical barriers consisting of 2 layers of 6 mil poly which is the sole barrier between the regulated area and openings to the rest of the building or outside.
  - 4. Decontamination facilities for personnel and equipment in operating condition and the negative pressure system in operation.

#### **3.7.5 FIRST CLEANING**

Carry out a first cleaning of all surfaces of the regulated area including items of remaining poly sheeting, tools, scaffolding, ladders/staging by wet methods and/or HEPA vacuuming. Do not use dry dusting/sweeping methods. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible residue from abated surfaces or poly or other surfaces. Remove all filters in the air handling system and

dispose of as ACM waste in accordance with these specifications. The negative pressure system shall remain in operation during this time. If determined by the CPIH/LPIH/CIH additional cleaning(s) may be needed.

### **3.7.6 PRE-CLEARANCE INSPECTION AND TESTING**

The CPIH and LPIH/CIH will perform a thorough and detailed visual inspection at the end of the cleaning to determine whether there is any visible residue in the regulated area. If the visual inspection is acceptable, the CPIH will perform pre-clearance sampling using aggressive clearance as detailed in 40 CFR 763 Subpart E (AHERA) Appendix A (III)(B)(7)(d). If the sampling results show values below 0.01 f/cc, then the Contractor shall notify the LFUCG's representative of the results with a brief report from the CPIH documenting the inspection and sampling results and a statement verifying that the regulated area is ready for lockdown encapsulation. The LFUCG reserves the right to utilize their own LPIH/CIH to perform a pre-clearance inspection and testing for verification.

### **3.7.7 LOCKDOWN ENCAPSULATION OF ABATED SURFACES**

With the express written permission of the LFUCG's representative, perform lockdown encapsulation of all surfaces from which asbestos was abated in accordance with the procedures in this specification. Negative pressure shall be maintained in the regulated area during the lockdown application.

## **3.8 FINAL VISUAL INSPECTION AND AIR CLEARANCE TESTING**

### **3.8.1 GENERAL**

Notify the LFUCG representative 24 hours in advance for the performance of the final visual inspection and testing. The final visual inspection and testing will be performed by the LPIH/CIH starting after the final cleaning.

### **3.8.2 FINAL VISUAL INSPECTION**

Final visual inspection will include the entire regulated area, the PDF, all poly sheeting, seals over HVAC openings, doorways, windows, and any other openings. If any debris, residue, dust or any other suspect material is detected, the final cleaning shall be repeated at no cost to the LFUCG. Dust/material samples may be collected and analyzed at no cost to the LFUCG at the discretion of the LPIH/CIH to confirm visual findings. When the regulated area is visually clean the final testing can be done.

### **3.8.3 FINAL AIR CLEARANCE TESTING**

- A. After an acceptable final visual inspection and soil sample release criteria are met, the LPIH/CIH will perform the final testing. Five (5) PCM or TEM air samples shall be collected for clearance. If the release criteria are not met, the Contractor shall repeat the final cleaning and continue decontamination procedures until clearance is achieved. **All additional inspection and testing costs will be borne by the Contractor.**

- B. If release criteria are met, proceed to perform the abatement closeout and to issue the certificate of completion in accordance with these specifications.

#### **3.8.4 FINAL AIR CLEARANCE PROCEDURES**

- A. Contractor's Release Criteria: Work in a regulated area is complete when the regulated area is visually clean and airborne fiber levels have been reduced to or below 0.01 f/cc as measured with PCM/TEM methods
- B. Air Monitoring and Final Clearance Sampling: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to the specified level, the LPIH/CIH will secure samples and analyze them according to the following procedures:
1. Fibers Counted: "Fibers" referred to in this section shall be either all fibers regardless of composition as counted in the NIOSH 7400 PCM method or asbestos fibers counted using the AHERA TEM method.
  2. Samples will be collected on 0.8 $\mu$  MCE filters for PCM analysis and 0.45 $\mu$  Polycarbonate filters for TEM. A minimum of 1800 Liters of air shall be collected for PCM clearance samples. A minimum of 1200 Liters of air shall be collected for TEM clearance samples. Air samples will be collected in areas subject to normal air circulation away from corners, obstructed locations, and locations near windows, doors, or vents. After air sampling pumps have been shut off, circulating fans shall be shut off. The negative pressure system shall continue to operate.

#### **3.8.6 LABORATORY TESTING OF PCM/TEM CLEARANCE SAMPLES**

The services of an AIHA accredited laboratory will be employed by the LFUCG to perform analysis for the air samples. Samples will be sent daily by the LPIH/CIH so that verbal/faxed reports can be received within 24 hours. A complete record, certified by the laboratory, of all air monitoring tests and results will be furnished to the LFUCG's representative and the Contractor.

### **3.9 ABATEMENT CLOSEOUT AND CERTIFICATE OF COMPLIANCE**

#### **3.9.1 COMPLETION OF ABATEMENT WORK**

After thorough decontamination, seal negative air machines with 2 layers of 6 mil poly and duct tape to form a tight seal at the intake/outlet ends before removal from the regulated area. Complete asbestos abatement work upon meeting the regulated area visual, soil and air clearance criteria and fulfilling the following:

- A. Remove all equipment and materials from the project area.
- B. Dispose of all packaged ACM waste as required.
- C. Repair or replace all interior finishes damaged during the abatement work, as required.
- D. Fulfill other project closeout requirements as required in this specification.

#### **3.9.2 CERTIFICATE OF COMPLETION BY CONTRACTOR**

The CPIH shall complete and sign the "Certificate of Completion" in accordance with Attachment 1 at the completion of the abatement and decontamination of the regulated area.



### **3.9.3 WORK SHIFTS**

All work shall be done after administrative hours (6:00 PM to 6:00 AM) Monday - Friday excluding Federal Holidays. Any change in the work schedule must be approved in writing by the LFUCG Representative.

**ATTACHMENT #1 CERTIFICATE OF COMPLETION**

**CERTIFICATE OF COMPLETION**

DATE:

PROJECT NAME:

ADDRESS:

1. I certify that I have personally inspected, monitored and supervised the abatement work of (specify regulated area or Building):  
which took place from / / / to / / /
2. That throughout the work all applicable requirements/regulations and the LFUCG's specifications were met.
3. That any person who entered the regulated area was protected with the appropriate personal protective equipment and respirator and that they followed the proper entry and exit procedures and the proper operating procedures for the duration of the work.
4. That all employees of the Contractor engaged in this work were trained in respiratory protection, were experienced with abatement work, had proper medical surveillance documentation, were fit-tested for their respirator, and were not exposed at any time during the work to asbestos without the benefit of appropriate respiratory protection.
5. That I performed and supervised all inspection and testing specified and required by applicable regulations and LFUCG specifications.
6. That the conditions inside the regulated area were always maintained in a safe and healthy condition and the maximum fiber count never exceeded 1.0 f/cc, except as described below.
7. That the negative pressure system was installed, operated and maintained in order to provide a minimum of 4 actual air changes per hour with a continuous -0.02" of water column pressure.

Signature/Date:

Signature/Date:

**ATTACHMENT #2 WORKER'S ACKNOWLEDGEMENT**

**CERTIFICATE OF WORKER'S ACKNOWLEDGMENT**

PROJECT NAME:

DATE:

PROJECT ADDRESS:

ABATEMENT CONTRACTOR'S NAME:

WORKING WITH ASBESTOS CAN BE HAZARDOUS TO YOUR HEALTH. INHALING ASBESTOS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCERS. IF YOU SMOKE AND INHALE ASBESTOS FIBERS YOUR CHANCES OF DEVELOPING LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract with the owner for the above project requires that: You must be supplied with the proper personal protective equipment including an adequate respirator and be trained in its use. You must be trained in safe and healthy work practices and in the use of the equipment found at an asbestos abatement project. You must receive/have a current medical examination for working with asbestos. These things shall be provided at no cost to you. By signing this certificate you are indicating to the owner that your employer has met these obligations.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators and have been informed of the type of respirator to be used on the above indicated project. I have a copy of the written Respiratory Protection Program issued by my employer. I have been provided for my exclusive use, at no cost, with a respirator to be used on the above indicated project.

TRAINING COURSE: I have been trained by a third party, State/EPA accredited trainer in the requirements for an AHERA/OSHA Asbestos Abatement Worker training course, 32 hours minimum duration. I currently have a valid State accreditation certificate. The topics covered in the course include, as a minimum, the following:

- Physical Characteristics and Background Information on Asbestos
- Potential Health Effects Related to Exposure to Asbestos
- Employee Personal Protective Equipment
- Establishment of a Respiratory Protection Program
- State of the Art Work Practices
- Personal Hygiene
- Additional Safety Hazards
- Medical Monitoring
- Air Monitoring
- Relevant Federal, State and Local Regulatory Requirements, Procedures, and Standards
- Asbestos Waste Disposal

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, occupational history, pulmonary function test, and may have included a chest x-ray evaluation. The physician issued a positive written opinion after the examination.

Signature:

Printed Name:

Social Security Number:

Witness:

**ATTACHMENT #3 AFFIDAVIT OF MED SURV, RESP PRO & TRAINING**  
**AFFIDAVIT OF MEDICAL SURVEILLANCE, RESPIRATORY PROTECTION AND TRAINING/ACCREDITATION**

LFUCG PROJECT NAME AND NUMBER:

LFUCG FACILITY:

ABATEMENT CONTRACTOR'S NAME AND ADDRESS:

1. I verify that the following individual

Name:

Social Security Number:

who is proposed to be employed in asbestos abatement work associated with the above project by the named Contractor, is included in a medical surveillance program in accordance with 29 CFR 1926.1101(m), and that complete records of the medical surveillance program as required by 29 CFR 1926.1101(m)(n) and 29 CFR 1910.20 are kept at the offices of the Contractor at the following address.

Address:

2. I verify that this individual has been trained, fit-tested and instructed in the use of all appropriate respiratory protection systems and that the person is capable of working in safe and healthy manner as expected and required in the expected work environment of this project.
3. I verify that this individual has been trained as required by 29 CFR 1926.1101(k). This individual has also obtained a valid State accreditation certificate. Documentation will be kept on-site.
4. I verify that I meet the minimum qualifications criteria of the LFUCG specifications for a CPIH.

Signature of CPIH:

Date:

Printed Name of CPIH:

Signature of Contractor:

Date:

Printed Name of Contractor:

**ATTACHMENT #4 CONTRACTOR'S ACCEPTANCE OF SPECIFICATIONS**

**ABATEMENT CONTRACTOR/COMPETENT PERSON(S) REVIEW AND ACCEPTANCE OF THE LFUCG'S ASBESTOS SPECIFICATIONS**

LFUCG Project Location:

LFUCG Project #:

LFUCG Project Description:

This form shall be signed by the Asbestos Abatement Contractor Owner and the Asbestos Abatement Contractor's Competent Person(s) prior to any start of work at the LFUCG related to this Specification. If the Asbestos Abatement Contractor's/Competent Person(s) has not signed this form, they shall not be allowed to work on-site.

I, the undersigned, have read LFUCG's Asbestos Specification regarding the asbestos abatement requirements. I understand the requirements of the LFUCG's Asbestos Specification and agree to follow these requirements as well as all required rules and regulations of OSHA/EPA/DOT and State/Local requirements. I have been given ample opportunity to read the LFUCG's Asbestos Specification and have been given an opportunity to ask any questions regarding the content and have received a response related to those questions. I do not have any further questions regarding the content, intent and requirements of the LFUCG's Asbestos Specification.

At the conclusion of the asbestos abatement, I will certify that all asbestos abatement work was done in accordance with the LFUCG's Asbestos Specification and all ACM was removed properly and no fibrous residue remains on any abated surfaces.

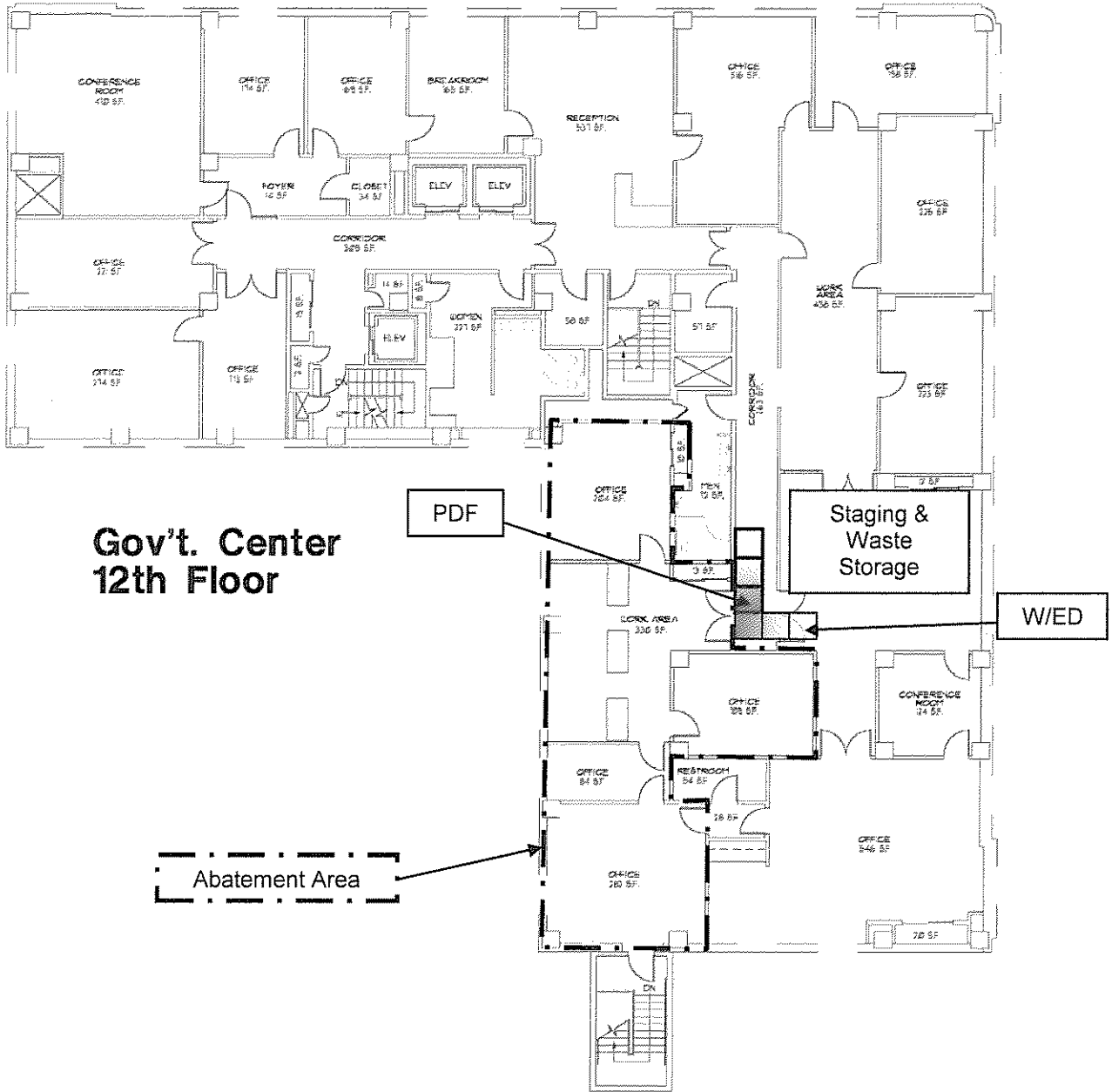
Abatement Contractor Owner's Signature Date

Abatement Contractor Competent Person(s) Date

Date

Date

ATTACHMENT #5 ABATEMENT DRAWING



--- END ---

**SECTION 09 51 00  
ACOUSTICAL CEILINGS**

**PART 1- GENERAL**

**1.1 DESCRIPTION**

- A. Metal ceiling suspension system for acoustical ceilings.
- B. Acoustical units.
- C. Adhesive application.

**1.2 RELATED WORK**

- A. SCHEDULE FOR FINISHES – Attachment #1.

**1.3 SUBMITTAL**

- A. Manufacturer's Literature and Data:
  - 1. Ceiling suspension system, each type, showing complete details of installation.

**1.4 DEFINITIONS**

- A. Standard definitions as defined in ASTM C634.
- B. Terminology as defined in ASTM E1264.

**1.5 APPLICABLE PUBLICATIONS**

- A. Publications listed below form a part of this specification to extent referenced. Publications are referenced in the text by basic designation only.
- B. American Society for Testing and Materials (ASTM):
  - A641/A641M-09 ..... Zinc-coated (Galvanized) Carbon Steel Wire
  - A653/A653M-11 ..... Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process
  - C423-09..... Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method
  - C634-11..... Standard Terminology Relating to Environmental Acoustics
  - C635-13..... Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
  - C636-13..... Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels
  - E84-13..... Surface Burning Characteristics of Building Materials
  - E119-12..... Fire Tests of Building Construction and Materials
  - E413-10..... Classification for Rating Sound Insulation.
  - E580-11..... Application of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Requiring Seismic Restraint
  - E1264-08e1..... Classification for Acoustical Ceiling Products
- C. International Organization for Standardization (ISO)
  - ISO 14644-1 ..... Classification of Air Cleanliness

**PART 2- PRODUCTS****2.1 METAL SUSPENSION SYSTEM**

- A. ASTM C635, heavy-duty system, except as otherwise specified.
  - 1. Ceiling suspension system members may be fabricated from either of the following unless specified otherwise.
    - a. Galvanized cold-rolled steel, bonderized.
    - b. Extruded aluminum.
    - c. Fire resistant plastic (glass fiber) having a flame spread and smoke developed rating of not more than 25 when tested in accordance with ASTM E84.
  - 2. Use same construction for cross runners as main runners. Use of lighter-duty sections for cross runners is not acceptable.
- B. Exposed grid suspension system for support of lay-in panels:
  - 1. Exposed grid width not less than 22 mm (7/8 inch) with not less than 8 mm (5/16 inch) panel bearing surface.
  - 2. Fabricate wall molding and other special molding from the same material with same exposed width and finish as the exposed grid members.
  - 3. On exposed metal surfaces apply baked-on enamel flat texture finish in color unless specified otherwise in SCHEDULE FOR FINISHES – Attachment #1.

**2.2 PERIMETER SEAL**

- A. Vinyl, polyethylene or polyurethane open cell sponge material having density of 1.3 plus or minus 10 percent, compression set less than 10 percent with pressure sensitive adhesive coating on one side.
- B. Thickness as required to fill voids between back of wall molding and finish wall.
- C. Not less than 9 mm (3/8 inch) wide strip.

**2.3 WIRE**

- A. ASTM A641.
- B. For wire hangers: Minimum diameter 2.68 mm (0.1055 inch).
- C. For bracing wires: Minimum diameter 3.43 mm (0.1350 inch).

**2.4 ANCHORS AND INSERTS**

- A. Use anchors or inserts to support twice the loads imposed by hangers attached thereto.
- B. Hanger Inserts:
  - 1. Fabricate inserts from steel, zinc-coated (galvanized after fabrication).
  - 2. Flush ceiling insert type:
    - a. Designed to provide a shell covered opening over a wire loop to permit attachment of hangers and keep concrete out of insert recess.
    - b. Insert opening inside shell approximately 16 mm (5/8 inch) wide by 9 mm (3/8 inch) high over top of wire.



- c. Wire 5 mm (3/16 inch) diameter with length to provide positive hooked anchorage in concrete.
- C. Clips:
  - 1. Galvanized steel.
  - 2. Designed to clamp to steel beam or bar joists, or secure framing member together.
  - 3. Designed to rigidly secure framing members together.
  - 4. Designed to sustain twice the loads imposed by hangers or items supported.
- D. Tile Splines: ASTM C635.

## **2.5 CARRYING CHANNELS FOR SECONDARY FRAMING**

- A. Fabricate from cold-rolled or hot-rolled steel, black asphaltic paint finish, free of rust.

## **2.6 ADHESIVE**

- A. ASTM D1779, having flame spread index of 25 or less when tested in accordance with ASTM E84.
- B. Developing minimum strength of 7 kg/m<sup>2</sup> (one psi) of contact surface 48 hours after installation in temperature of 21 °C (70 °F).

## **2.7 ACOUSTICAL UNITS**

- A. General:
  - 1. Ceiling Tile shall meet minimum 37% bio-based content in accordance with USDA Bio-Preferred Product requirements.
  - 2. ASTM E1264, weighing 3.6 kg/m<sup>2</sup> (3/4 psf) minimum for mineral fiber panels or tile.
  - 3. Class A Flame Spread: ASTM 84
  - 4. Minimum NRC (Noise Reduction Coefficient): 0.55 unless specified otherwise: ASTM C423.
  - 5. Minimum CAC (Ceiling Attenuation Class): 40-44 range unless specified otherwise: ASTM E413.
  - 6. Manufacturers standard finish, minimum Light Reflectance (LR) coefficient of 0.75 on the exposed surfaces, except as specified otherwise SCHEDULE FOR FINISHES – Attachment #1.
  - 7. Lay-in panels: Sizes as shown in SCHEDULE FOR FINISHES – Attachment #1.

## **2.9 ACCESS IDENTIFICATION**

Not Applicable

## **PART 3 EXECUTION**

### **3.1 CEILING TREATMENT**

- A. Treatment of ceilings shall include sides and soffits of ceiling beams, furred work 600 mm (24 inches) wide and over, and vertical surfaces at changes in ceiling heights unless otherwise shown. Install acoustic tiles after wet finishes have been installed and solvents have cured.
- B. Lay out acoustical units symmetrically about center lines of each room or space unless shown otherwise on reflected ceiling plan.

## C. Moldings:

1. Install metal wall molding at perimeter of room, column, or edge at vertical surfaces.
2. Install special shaped molding at changes in ceiling heights and at other breaks in ceiling construction to support acoustical units and to conceal their edges.

## D. Perimeter Seal:

1. Install perimeter seal between vertical leg of wall molding and finish wall, partition, and other vertical surfaces.
2. Install perimeter seal to finish flush with exposed faces of horizontal legs of wall molding.

**3.2 CEILING SUSPENSION SYSTEM INSTALLATION**

## A. General:

1. Install metal suspension system for acoustical tile and lay-in panels in accordance with ASTM C636, except as specified otherwise.
2. Use direct or indirect hung suspension system or combination thereof as defined in ASTM C635.
3. Support a maximum area of 1.48 m<sup>2</sup> (16 sf) of ceiling per hanger.
4. Prevent deflection in excess of 1/360 of span of cross runner and main runner.
5. Provide extra hangers, minimum of one hanger at each corner of each item of mechanical, electrical and miscellaneous equipment supported by ceiling suspension system not having separate support or hangers.
6. Provide not less than 100 mm (4 inch) clearance from the exposed face of the acoustical units to the underside of ducts, pipe, conduit, secondary suspension channels, concrete beams or joists; and steel beam or bar joist unless furred system is shown,
7. Use main runners not less than 1200 mm (48 inches) in length.
8. Install hanger wires vertically. Angled wires are not acceptable except for seismic restraint bracing wires.

## B. Anchorage to Structure:

1. Concrete:
  - a. Install hanger inserts and wire loops required for support of hanger.
2. Steel:
  - a. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels for attachment of hanger wires.
    - (1) Size and space carrying channels to insure that the maximum deflection specified will not be exceeded.
    - (2) Attach hangers to steel carrying channels, spaced four feet on center, unless area supported or deflection exceeds the amount specified.
  - b. Attach carrying channels to the bottom flange of steel beams spaced not 1200 mm (4 feet) on center before fire proofing is installed. Weld or use steel clips to attach to beam to develop full strength of carrying channel.

- c. Attach hangers to bottom chord of bar joists or to carrying channels installed between the bar joists when hanger spacing prevents anchorage to joist. Rest carrying channels on top of the bottom chord of the bar joists, and securely wire tie or clip to joist.
- B. Direct Hung Suspension System:
1. As illustrated in ASTM C635.
  2. Support main runners by hanger wires attached directly to the structure overhead.
  3. Maximum spacing of hangers, 1200 mm (4 feet) on centers unless interference occurs by mechanical systems. Use indirect hung suspension system where not possible to maintain hanger spacing.
- C. Indirect Hung Suspension System:
1. As illustrated in ASTM C635.
  2. Space carrying channels for indirect hung suspension system not more than 1200 mm (4 feet) on center. Space hangers for carrying channels not more than 2400 mm (8 feet) on center or for carrying channels less than 1200 mm (4 feet) on center so as to insure that specified requirements are not exceeded.
  3. Support main runners by specially designed clips attached to carrying channels.

### **3.3 ACOUSTICAL UNIT INSTALLATION**

- A. Cut acoustic units for perimeter borders and penetrations to fit tight against penetration for joint not concealed by molding.
- B. Install lay-in acoustic panels in exposed grid with not less than 6 mm (1/4 inch) bearing at edges on supports.
1. Install tile to lay level and in full contact with exposed grid.
  2. Replace cracked, broken, stained, dirty, or tile not cut for minimum bearing.
- C. Tile in concealed grid upward access suspension system:
1. Install acoustical tile with joints close, straight and true to line, and with exposed surfaces level and flush at joints.
  2. Make corners and arises full, and without worn or broken places.

### **3.5 CLEAN-UP AND COMPLETION**

- A. Replace damaged, discolored, dirty, cracked and broken acoustical units.
- B. Leave finished work free from defects.

ATTACHMENT #1

Schedule of Finishes

12TH FLOOR GOVIT 2TR.



**SUBMITTED BY:**  
 NexGen Building Supply  
 Lexington  
 164 Trade St  
 Lexington, KY, 40511  
 859-231-6150

**QUOTE**

#:213366 - 000

Expires on: 02/28/2014

**BILL TO:** 100938  
 OTC - LEXINGTON - CREDIT CARD  
 164 TRADE ST  
 THANK YOU FOR YOUR BUSINESS!  
 LEXINGTON, KY 40511

**SHIP TO:** 100938  
 LFUCG  
 HAROLD  
 THANK YOU FOR YOUR BUSINESS!  
 LEXINGTON, KY 40511  
 Ph: 000-000-0000

Quote Date 01/22/2014		Proposed Ship Date 01/22/2014		To Be Shipped Via							
Customer PC# LFUCG		Quote Entered By JOHN DILLON		Salesperson HOUSE				Terms CASH ONLY			
QTY Ordered	UOM	QTY To Ship	UOM	Item Code	Description	Price	UOM	Price	UOM	Amount	
1,216	SF	19	CT	C2110	RADAR 2110 SQ 5/8X2X2 @64SF	0.460	SF	30.720	CT	583.68	
240	LF	1	CT	GDXL24-050N	12 MAIN TEE FR @20/CTN WHITE	0.449	LF	107.760	CT	107.76	
60	LF	5	PC	GDXL24-050N	12 MAIN TEE FR @20/CTN WHITE	0.449	LF	107.760	CT	26.94	
240	LF	2	CT	GDXL216-050N	2 CROSS TEE FR @60/CTN WHITE	0.410	LF	49.200	CT	98.40	
60	LF	30	PC	GDXL216-050N	2 CROSS TEE FR @60/CTN WHITE	0.410	LF	49.200	CT	24.60	
480	LF	2	CT	GDX422-050N	4 CROSS TEE @60/CTN WHITE	0.410	LF	98.400	CT	196.80	
120	LF	30	PC	GDX422-050N	4 CROSS TEE @60/CTN WHITE	0.410	LF	98.400	CT	49.20	
240	LF	20	PC	GM7-050	12X7/8 WALL MOLD @40/CTN WHITE	0.298	LF	143.040	CT	71.52	
20	PC	20	PC	G1212-50-138	12 HANGER WIRE 12 GA @138/BDL	0.400	PC	55.200	BD	8.00	
		1,071.70	LB		Total Shipping Weight						
					Subtotal of line items					1,166.90	
NEXGEN CONTINUES TO GROW TO BETTER SERVE OUR CUSTOMERS. CHECK OUT OUR NEW SUPER CENTER AT 1099 GREENLEAF AVENUE, ELK GROVE VILLAGE, ILLINOIS											
										Quote Total	
										1,166.90	
Ceiling tile and ceiling grid is returnable in full unopened cartons only											

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