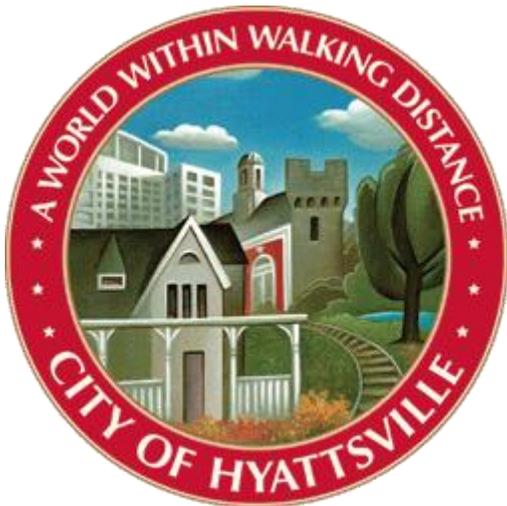


April 13, 2018

RFP #DPW18-002



City of Hyattsville – RFP



Request for Proposal

Environmental Remediation
3505 Hamilton Street,
Hyattsville

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

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REQUESTS FOR PROPOSALS

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP) #DPW18-002, for the environmental remediation of 3505 Hamilton Street,

BACKGROUND AND OBJECTIVE

The City of Hyattsville City Council in May of 2017 approved a motion to proceed with design and renovation of the building at 3505 Hamilton Street to become the new headquarters of the Hyattsville Police Department. To prepare for construction hazardous materials must be abated. In the spring of 2016 an environmental analysis was conducted at 3505 Hamilton Street. The results of this analysis form the scope of this RFP.

The purpose of this solicitation is for the City of Hyattsville to select one (1) RFP Respondent (hereafter Contractor) that provides the best price and responsiveness as selected by City Staff. The Contractor selected will work according to all Federal, State, and local requirements and using industry accepted best practices abate the hazardous materials identified, as outlined in Appendix B and conform to all special conditions as outlined in Appendix C. The selected Contractor is to furnish all labor, materials, equipment, tools, services, skills, material storage, transportation, and disposal, etc., required to complete the project in a timely and professional manner.

The City will select one Contractor for this RFP according to the following proposed schedule.

RFP Solicitation Schedule:

April 13, 2018: Solicitation

April 23, 2018: Mandatory Site Visit

May 1, 2018: Optional Site Visit

May 1, 2018: Questions Due by 5:00PM

May 7, 2018: Proposals Due at 2:00PM

May 7, 2018: Proposals Opened at 2:10PM

May 11-16, 2018: Interviews (If needed and/or desired by selection committee)

May 18, 2018: Notification of Intent to Award

May 21, 2018: First Council Meeting for Reading of Contract

June 4, 2018: Second Council Meeting for Approval of Contract

June 5, 2018: Execute Contract and Issue Notice to Proceed, pending approval of City Council

These durations and dates are for information purposes only and the owner reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all of the solicitation steps.

RECORDS & REPORTS

The City will require the Contractor to maintain an original set of records on work performed including daily reports, delivery tickets, testing reports, certifications, and any other documents as may be required in performance of this work. The City will be provided a duplicate set of records, but upon request may require the Contractor to provide specific records for the purpose of confirming City records or use in litigation.

PRE-PROPOSAL SITE TOURS

There will be a pre-Proposal site tour on Monday April 23th, 2018 from 10am to 2pm. The site is 3505 Hamilton Street, Hyattsville, MD 20781. Contractors are required to arrive at 10am and sign in, failure to arrive and sign in on time could result in disqualification. The contractors will be given 4 hours to visit the site and become familiar with the project site prior to Proposing. The Contractor shall be familiar with the Project premises and how the existing conditions will affect their work during environmental remediation. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit and examine the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with this RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

A second site visit will be scheduled on Tuesday May 1st, 2018 from 10am until 2pm. This site visit is optional, and being made available as a courtesy prior to the deadline for submission of questions.

SCOPE OF PROPOSAL

The objective of this solicitation process is for the City of Hyattsville to identify and select a Contractor to furnish all labor, materials, equipment, tools, services, skills, transportation, storage, disposal, etc., required to complete the project in a timely and professional manner.

The Contractor shall provide for the remediation of all hazardous materials from 3505 Hamilton Street. The contractor will perform the remediation using industry best practices and will comply with any and all current City, County, State, and/or Federal standards as may be required. Any dimensions shown are approximate for estimating purposes. Proposal will be for the remediation of hazardous materials as identified in Appendix B, and conform to the special conditions as shown in Appendix C.

AMERICANS WITH DISABILITIES ACT (ADA) AKNOWLEDGEMENT

The Contractor, in performance of this public works construction project, or where there is an ADA component involved, acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, and/or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

COMPENSATION FOR SERVICES (FEE)

The City intends to enter into a service contract(s) for the proposed project term. Compensation for the services rendered, will be based upon a contract and is not to exceed the Proposal total submitted on the Proposal Rate Form.

EVALUATION CRITERIA AND SELECTION PROCEDURES

Evaluation Criteria:

Evaluation of Contractor will be based upon the complete submission of the required Proposal package. Incomplete packages may be eliminated from further consideration.

Selection Procedures:

Selection of successful Contractor will be based upon the following:

- Proposal Price

- History of working with the City of Hyattsville
- History of project of similar scope
- Availability of equipment and personnel to complete the project within the allotted time.

GENERAL CONDITIONS FOR PROPOSALS

Failure to read the RFP and comply with its instructions will be at the Contractor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Contractor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Contractor's willingness to comply with all terms and conditions set forth the herein.

SUBMISSION OF PROPOSALS

The Proposals will be received by the City Clerk, no later than **2:00 pm**, Monday, May 7, 2018, and shall be mailed or hand delivered to:

**The City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Hal Metzler, City Project Manager in writing by email at hmetzler@hyattsville.org. Questions specific to this solicitation will be accepted until 5:00 PM on Tuesday, May 1, 2018.

PROPOSAL DOCUMENTS

A Contractor responding to this RFP for the "Environmental Remediation – 3505 Hamilton Street" must submit the Proposal Documents included at the end of this document. Failure to comply with these requirements may result in a disqualification of the Contractor. The City will base the selection of a Contractor on documentation submitted in the Proposal Documents.

Applicants must submit **6 total copies of their Proposal. These copies must adhere to the following format: one (1) bound, four (4) unbound and one (1) digital pdf copy of the proposal on a USB drive.** Each Contractor will be evaluated, rated and/or ranked, based on information provided in their Proposal.

EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT

The Proposals will be publicly opened and read on Tuesday, May 7, 2018 at 2:10PM in the Multipurpose Room of the City of Hyattsville's Municipal Building, 4310 Gallatin Street, Hyattsville, Maryland.

Proposals from all Contractors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated.

The City reserves the right to reject any and all RFP submissions and further reserves the right to re-issue the RFP.

PRICE TO REMAIN VALID

All Proposals must be valid for a period of **90 days** from the due date of the RFP.

AMENDMENT OR CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any Proposals will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

SUSPENSION AND/OR DEBARMENT

Developers, Contractors, Companies or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from submitting an application under this Program. A Contractor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such developer will be reported to the State's Attorney General and Comptroller's Office.

PRESENTATION OF SUPPORTING EVIDENCE

Contractors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their Proposal that the City of Hyattsville deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

PROPOSAL PREPARATION COSTS

Contractors are responsible for all costs and expenses incurred in the preparation of a Proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The Contractor submitting a proposal certifies and warrants that all payments of fees charged by any sub-Contractors pursuant to that contract are the sole responsibility of the Contractor.

CODES AND STANDARDS

Comply with all Federal, Maryland, and Hyattsville regulations, codes, and standards for construction.

No work is to occur between the hours 7:00 P.M. and 7:00 A.M Monday through Friday or anytime on Saturday and Sunday. All work, including emergencies, during these hours require written permission from Department of Public Works (DPW) staff.

In performance of this project, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product, or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act.

SEQUENCING AND SCHEDULING

Upon acceptance of the Proposal and execution of a contract, the Contractor shall begin work within 5 calendar days of the date of the notice to proceed. All work, including full site restoration, and removal of all materials, equipment, debris, etc. must be completed within 45 days of the date of the notice to proceed.

The City shall facilitate the Contractor's work by providing reasonable access to all work areas. The City shall facilitate the Contractor's services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s).

LIQUIDATED DAMAGES

There will be no liquidated damages for this RFP.

LEGAL TERMS

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The City of Hyattsville will not agree to terms that are not consistent with this policy.
END OF RFP

PROPOSAL DOCUMENTS

In order to qualify for this Project, Contractors must submit all information requested in the following pages.

CONTRACTOR INFORMATION

Proposals must adhere to the format of these Proposal forms and content of this RFP. Proposals will not be evaluated unless all parts of the Proposal form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Contact Person

Phone Number

Email Address

PROPOSAL RATE SHEET

In compliance with your Invitation to Proposal, we propose to furnish all materials, labor, equipment and services, including removal and disposal of all excavated materials and restoration of all disturbed areas, necessary to install temporary security fence as outlined in the Scope, per the pricing stated below (inclusive of all state and local sales tax):

Item	Approx. Quantity	Unit	Description	Unit Price	Proposal Amount
1			Abatement of Asbestos Containing Materials		
1A	11,730	Square feet	Floor tile and associated mastic		
1B	20	Fittings	Mudded pipe fitting insulation on fiberglass		
1C	3,750	Linear feet	Pipe and fitting insulation (cal/mag, cork and cardboard)		
1D	315	Linear feet	Black pipe seam sealant		
1E	20	Gasket	Pipe flange gasket		
1F	1,530	Square feet	Brown ceiling tile mastic dots		
1G	10,400	Square feet	Textured ceiling plaster		
1H	30	Square feet	2'x4' large and small pinhole ceiling tile		
1I	1,120	Square feet	Black duct seam sealant		
1J	175	Linear feet	Tan baseboard mastic		
1K	3,560	Square feet	Drywall/joint compound		

1L	13	Windows	Window glazing		
1M	100	Square feet	Black and white terrazzo (penetrations only)		
1N	2	Square feet	Cloth vibration isolators		
1O	28	Doors	Fire doors		
1P	4	Doors	Exterior door caulk		
1Q	400	Square feet	Black vapor barrier (penetrations only)		
1R	325	Square feet	Elevator door/cab insulation		
1S	11,730	Square feet	Floor tile and associated mastic		
1T	20	Fittings	Mudded pipe fitting insulation on fiberglass		
1U	3,750	Linear feet	Pipe and fitting insulation (cal/mag, cork and cardboard)		
1V	315	Linear feet	Black pipe seam sealant		
2			Abatement of PCB containing ballasts and MVL containing light tubes		
2A	1,144	Each	MVL light tube		
2B	330	Each	PCB containing fluorescent light ballasts		

2C	2	Each	mercury containing thermostats		
3			Abatement of LBP containing materials scheduled for demolition		
3A	500	SF	Structural steel		
3B	100	SF	Tan ceramic wall tile		
3C	6	EA	Wood window sills		
3D	6	EA	Wood doors		
3E	6	EA	Wood door casings		
3F	100	SF	Plaster walls		
3G	24	EA	Wood window casing		
3H	500	LF	Wood exterior trim		
3I	2	EA	Porcelain Sink		
				Total Proposal	

The quantities on this Proposal form are an estimate. Contractor will be paid for only work that is installed and accepted by the City.

PROPOSAL FORM PRICE AUTHORIZATION

By signing this Proposal form, such action certifies that the Contractor has personal knowledge of the following: That said Contractor has examined the RFP and specifications, carefully prepared the Proposal form, and has checked the same in detail before submitting said Proposal; and that said Contractor, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing in connection with this Proposal.

That all of said work will be performed at the Contractor's own proper cost and expense. The Contractor will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Proposal:

Name of Contractor _____

Authorized Signature _____

Name and Title of Signatory _____

Date _____

Type of Organization (circle One): Corporation Partnership Proprietorship

SEAL:
(If corporation)

INSURANCE REQUIREMENT

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit I.

I. Workers Compensation

Coverage Statutory

A:

Coverage \$500,000 Bodily Injury by Accident for Each Accident

B:

\$500,000 Bodily Injury by Disease for Policy Limit

\$500,000 Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability

3. Commercial General Liability Insurance

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury Limit

\$1,000,000 Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

\$50,000 Fire Legal Limit

\$5,000 Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000 Each Occurrence

COMPANY BACKGROUND

Company Name

Main Office Location

Year Founded

Project Manager Name

Project Manager Phone

Project Manager Email

Years of Experience

Has the company ever operated under another name? If yes, what name?

Do you have the equipment and staff available to start within 10 days of notice to proceed?

If no to the previous question, how long would it take to have the equipment and staff available?

Has the company ever done work with the City of Hyattsville? If yes, when and what type of work.

REFERENCES

Complete and submit the following for three (3) projects of similar nature as the project specified. Make copies and/or attach additional pages as needed.

Name of Project

Owner of Project

Address of Project

Contact Person

Phone Number

Email address

Description of
work

Comments

Appendix (A) – City of Hyattsville Sample Contract Form

AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2018, by and between THE CITY OF HYATTSVILLE, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and _____ hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding 3505 Hamilton Street Environmental Remediation (hereinafter, the “Project”).

WHEREAS, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to a site visit and the City’s Request for Proposal (hereinafter, the “RFP”), all of Contractor’s bid responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the Request For Proposal #DPW18-002 and related documents, as well as all other work as reasonably required by the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform

all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will be paid on a lump sum basis, but in no event shall the total amount paid to the Contractor for said 3505 Hamilton Street Environmental Remediation exceed \$xxx,xxx.00.

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services; and
- B. Request for Proposal #DPW18-002
- C. Contractor's Bid dated xxxx;

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

- A. Be responsible for the environmental remediation of 3505 Hamilton Street.
- B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearing/conferences with City or persons designated by City as necessary for the

successful completion of this Agreement.

D. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall

include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing therefrom.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses properly incurred prior to the termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustment in the event of termination by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of contract or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce

the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after

final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall maintain, throughout the term of this agreement, errors and omissions coverage of at least \$1,000,000.00 for each wrongful act and \$5,000,000.00 aggregate, where aggregates apply. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

E. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited

to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the

Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by

their proper and duly authorized officers, on the day and year first above written.

Contractor

WITNESS/ATTEST:

By: _____(SEAL)
Date

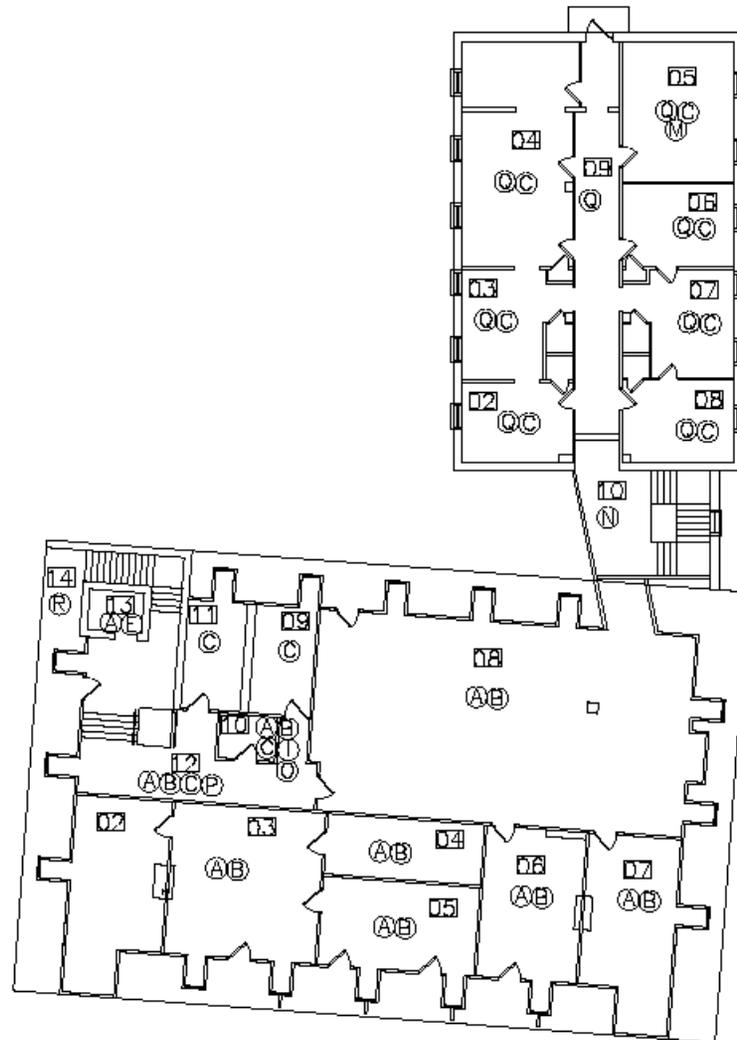
THE CITY OF HYATTSVILLE

WITNESS/ATTEST:

Clerk

By: _____(SEAL)
Date

Appendix (B) – Abatement and Demolition Floor Plans



GENERAL CONTRACTOR MATERIALS

- A. FLOOR TILE (12"X12" OR 12"X18")
- B. FLOOR TILE MASTIC (BLACK OR TINT)
- C. GROUND PIPE AND FITTING INSULATION
- D. 2"X4 LAME AND SMALL FINALE CEILING TILES
- E. ELEVATOR CASE AND DOOR MELLANOU
- F. BLACK DUCT SEAM SEALANT
- G. PLUMBING WORKS
- H. BLACK DUCT MELLANOU
- I. BLACK PIPE SEAM SEALANT
- J. BRUSH COATING TILE MASTIC COATS
- K. COIL-WIND OR DISBURSED PIPE AND FITTING INSULATION
- L. DOOR CASE
- M. DOOR
- N. CEILING AND ASSOCIATED ARMY COMPANIES
- O. THE DOOR
- P. MARKED PIPE FITTING INSULATION ON FEEDGLASS
- Q. TINT BRICK/DAVID WHITE
- R. TEXTURED PLUMB FLEASER
- S. WHITE AND BLACK TERRAZZO
- T. CLOTH INSULATION ISOLATOR
- U. WINDOW GLASS

○ - MATERIALS CONTAINING INTERNAL DEMONSTRATION

□ - AREA RESERVATION

GENERAL NOTES

1. SOME AREAS ARE NOT IDENTIFIED ON THE DRAWING SUCH AS CEILING DOOR CASES AND AREA WITH THE ATTIC SPACES. ADDITIONALLY, A BLACK MARKED BRICKED COATS ON THE UPPER PORTION OF ALL CEILING WALLS. PLEASE REFER TO THE ARCHITECT'S MATERIALS REPORT FOR THE LOCATION AND HEIGHTS OF THE AREAS WITH THESE AREAS.
2. ALL APPLICABLE ADJUSTMENT SHALL BE DONE IN ACCORDANCE WITH SPECIFICATION 1204.

LEAD-BASED PAINT WORK

1. THE FOLLOWING SURFACES WERE FOUND TO HAVE LEAD-BASED PAINT:
 - 1. STRUCTURAL STEEL
 - 2. TAP CEILING TILES
 - 3. WOOD SKINNING WALLS
 - 4. WOOD DOORS
 - 5. WOOD DOOR CASINGS
 - 6. PLASTER WALLS
 - 7. WOOD SKINNING WALLS
 - 8. WOOD EXTERIOR TRIM

APPLICABLE NOTES

1. PORCELAIN GLASS
2. ALL DETOURING OF LEAD-BASED AND LEAD-CONTAINING PAINT MUST BE DONE IN ACCORDANCE TO DATA LEAD BY DESTRUCTION REGULATIONS AND INDUSTRY PRACTICE.

MECHANICAL/ELECTRICAL

1. APPROXIMATELY 3000 POUNDS OF CONTAMINATED BALLASTS, 1100 POUNDS OF CONTAMINATED LIGHT TUBES AND 3 MEGAWATT CONTAMINATED MERCURY VAPOR CANNOT BE REMOVED WITHIN THE BUILDING. REMOVAL AND DISPOSAL OF THESE ITEMS MUST BE DONE IN ACCORDANCE TO SPECIFICATION 1204.

HYATTSVILLE POLICE BUILDING
PARTIAL FLOOR PLAN



HYATTSVILLE
POLICE BUILDING

NO.	DATE	REVISION

THIRD FLOOR

DATE: 06/24/10

PROJECT NO. 0604710

SHEET

GRAPHIC NO. H104

Appendix (C) – Special Conditions

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. This section includes the requirements for the removal and disposal of asbestos-containing materials (ACM). The Asbestos Abatement Contractor (Contractor) is responsible for all work associated with the set-up, removal, and disposal of the ACM associated with this project. All Federal (EPA, OSHA) and State of Maryland (MDE, MOSH) regulations, as well as the requirements established in this specification must be adhered to at all times during this project. The Contractor shall additionally comply with the EPA Asbestos Hazard Emergency Response Act (AHERA) regulations (40 CFR 763 Subpart E), including but not limited to: an accredited labor force and an on-site accredited supervisor available at all times abatement work is occurring. In the event a discrepancy exists between the regulations/specifications, the most stringent condition shall apply. **The Contractor shall review this asbestos abatement specification, hazardous materials report, and the hazardous material drawings in conjunction with any provided architectural, mechanical, and plumbing demolition specifications and drawings to determine the exact scope of work and quantities for asbestos abatement. ACM exists throughout the renovation areas and any disturbance of these materials but be conducted in accordance with these specifications.**

The following table presents the overall approximate gross quantities of ACM, which may require abatement as part of this project.

Material	Quantit y	Unit
Floor tile and associated mastic	11,730	Square feet
Mudded pipe fitting insulation on fiberglass	20	Fittings
Pipe and fitting insulation (cal/mag, cork and cardboard)	3,750	Linear feet
Black pipe seam sealant	315	Linear feet
Pipe flange gasket	20	Gasket
Brown ceiling tile mastic dots	1,530	Square feet
Textured ceiling plaster	10,400	Square feet
2'x4' large and small pinhole ceiling tile	30	Square feet
Black duct seam sealant	1,120	Square feet

Tan baseboard mastic	175	Linear feet
Drywall/joint compound	3,560	Square feet
Window glazing	13	Windows

Material	Quantity	Unit
Black and white terrazzo (penetrations only)	100	Square feet
Cloth vibration isolators	2	Square feet
Fire doors	28	Doors
Exterior door caulk	4	Doors
Black vapor barrier (penetrations only)	400	Square feet
Elevator door/cab insulation	325	Square feet

Asbestos containing vapor barrier exists on the interior portions of all exterior walls. The quantities given are an estimated amount that may be disturbed.

If during renovation/demolition activities additional unidentified suspect ACM are encountered, bulk samples must be collected in accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61 Subpart M to determine if the material contains asbestos.

As part of the asbestos abatement fee, the Contractor shall provide proposed unit pricing for each of the ACM identified in this specification. The proposed unit prices shall include all labor, materials, and disposal fees per unit (square foot, linear foot, each) of material to be abated. The award of the project does not guarantee the acceptance of the unit prices. The CO may choose to enter into negotiations of the unit pricing upon project award. Once the CO has accepted the unit prices, the unit prices will be used to calculate any modifications (additions/deductions) to the contract documents.

- B. This section includes all work necessary to reduce air concentrations of asbestos to the specified level and maintain the specified asbestos control limits. It also includes requirements for the removal, containment, and disposal of ACM. It is the responsibility of the General Contractor to identify asbestos-containing materials that will be disturbed by the demolition activities. All sampling and analyses must be conducted by accredited personnel and laboratories.

1.2 QUALITY ASSURANCE:

- A. Contractor Qualifications: The Contractor shall be a firm of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in,

and which maintains a regular force of employees skilled in asbestos abatement, and shall have performed this work on previous projects.

- I. Contractors performing work in the State of Maryland are required to be licensed to perform asbestos work in Maryland. The contractor shall comply with the licensing regulations of:

Maryland Air Management Administration
Division of Engineering and Enforcement
Attn: Asbestos Licensing
1800 Washington Boulevard
Baltimore, MD 21230

2. Pursuant to NESHAP requirements, the Contractor must provide appropriate written notification at least 10 working days prior to the start of asbestos abatement work to:

Asbestos Program Coordinator, Code 3AM 22
U. S. Environmental Protection Agency Region III
841 Chestnut Street Building
Philadelphia, PA 19107

And to the appropriate local jurisdiction listed here:

Maryland Air Management Administration
Division of Engineering and Enforcement
1800 Washington Boulevard
Baltimore, MD 21230

- B. Laboratory Qualifications: Laboratory shall be regularly engaged in asbestos testing, and personnel used for monitoring airborne concentrations of asbestos fibers shall be proficient in this field. See "Submittals" paragraph for the specific information, which must be submitted for approval of the laboratory.
- C. Asbestos Control Limits: The enclosed work areas shall be defined as a regulated area in accordance with 29 CFR 1926.1101.
 1. Inside Asbestos Work Area: For personnel wearing negative-pressure respirators, air concentrations of asbestos shall not exceed an 8-hour time weighted average of 0.1 fibers (longer than 5 microns) per cubic centimeter of air. Regardless of respiratory protection worn, air concentrations inside the work area will not exceed an 8-hour time weighted average of 0.2 fibers per cubic centimeter. It is the responsibility of the General Contractor to provide an independent industrial hygiene consultant to provide the required personal air monitoring and to assure that all safety, health, and regulatory procedures are followed.
 2. Outside Asbestos Work Area: Air concentrations of asbestos shall be maintained at the lowest attainable level and shall not exceed an 8-hour time weighted average of 0.01 fibers (longer than 5 microns) per cubic centimeter of air. This applies to all areas of the building, outside of the regulated area, while work is in progress. The contractor's industrial hygienist will have unrestricted access to the contractor's work site and shall have final authority over any and all matters of interpretation regarding regulatory and specification

issues. The Contractor may perform any air sampling he wishes to assure compliance and for comparison with this standard.

1.3 REFERENCES:

A. American National Standards Institute (ANSI) Publication:

Z9.2-79 Fundamentals Governing Design and Operation of Local Exhaust Systems

B. American Society for Testing and Materials (ASTM) Publication:

E 849-82 Safety & Health Requirements; Occupational Exposure to Asbestos

C. Code of Federal Regulations (CFR):

29 CFR 1910.1001, Occupational Safety and Health Act (OSHA) Appendix A - I.

29 CFR 1926.1101, Asbestos in Construction, including Appendices.

29 CFR 1910.20, Subpart C, General Safety and Health Provisions.

29 CFR 1926.450-454, Subpart L, Scaffolds

29 CFR 1926.500-503, Subpart M, Fall Protection

29 CFR 1926.1050-1060, Subpart X, Stairways and Ladders

34 CFR, Part 231, Appendix C, Procedures for Containing and Removing Building Materials Containing Asbestos.

40 CFR Part 61, Subpart M: U.S. Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos.

40 CFR 763: EPA Asbestos in Schools Rule

29 CFR 1910.134: OSHA General Industry Respirator Requirements.

D. State and Local Regulations:

COMAR 26.11.21: Control of Asbestos

COMAR 26.11.23: School Asbestos Accreditation of Individuals

1.4 SUBMITTALS:

- A. Initial Submittals of Asbestos Abatement Contractor or Subcontractor Qualification Information: Items I.4.A.1 through I.4.A.5 below are to be submitted after the bid receipt. The submittals must be approved

by the CO or the COR, prior to the start of abatement activities. Please note the term abatement activities refers to all aspects of the abatement process including but not limited to: 1) erecting of regulated areas (containments), 2) remediation (abatement), and dismantling of the regulated area.

1. Five Projects: Name and location of the last five asbestos abatement projects of similar size and nature, performed by the Contractor. The names and telephone numbers of contract representatives for these projects must be included.
 2. Five Air Tests: Copies of daily log and air monitoring reports including final decontamination levels of last five abatement projects.
 3. Experience and Qualifications of Supervision: Name of and experience record of superintendent and foreman. Include evidence of knowledge of applicable regulations; evidence of participation and successful completion of EPA approved training course in asbestos removal and/or supervision of asbestos related work; and experience with asbestos related work in a supervisory position as evidenced through supervision of at least two asbestos abatement contracts.
 4. Experience and Qualifications of Workers: Name and experience record of workmen who will be assigned to this project. Include for each person evidence of successful completion of EPA approved training given by qualified personnel. Provide certification that employees meet the medical surveillance requirements of the state for which they are licensed.
 5. License Information: Provide a copy of the Maryland License for Asbestos Removal or Encapsulation as a minimum for all projects.
- B. Post-Award Asbestos Abatement Submittals: Items 1.4.B.1. through 1.4.B.7 below are to be submitted after the award, but are required to be approved by the CO or the COR prior to starting work.
1. Plan of Action: Submit a detailed plan of the procedures proposed for asbestos abatement. The plan shall include 1) drawings depicting the location and layout of decontamination areas, 2) a detailed description of the sequence of asbestos work areas and abatement activities, 3) a detailed description of the methods and procedures proposed for the removal of ACM, 4) a plan of action for electrical and water usage, including a plan for providing back-up emergency power, 5) the interface of trades involved in the performance of work, 6) methods to be used to assure the safety of building occupants and visitors to the site, 7) the coordination of the HVAC system shutdowns and the physical isolation of the system, and 8) estimated duration of work and proposed work schedule with dates and times. All plans must be approved by the building owner prior to the commencement of work.
 2. Disposal Plan: A disposal plan including location of approved disposal site and the contractors method for documenting proper asbestos disposal to the CO or the COR.
 3. Environmental Protection Agency (EPA) Notification: Provide a copy of the NESHAPS Notification of Demolition/Renovation Form sent to the Regional EPA Asbestos Regulation Office. (Paragraph 1.02)

4. Local Government Notification: Provide a copy of the notification sent to the Maryland Department of the Environment.
 5. Certificates of Compliance: Submit certification that vacuums, ventilation equipment, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2.
 6. Information on Encapsulating Material: Submit written evidence that material meets the latest requirements of the EPA and possesses the specified characteristics.
- C. During-Work Asbestos Abatement Submittals: Items 1.4.C.1. through 1.4.C.2. below are to be submitted to the CO or the COR as work progresses at the time specified.

1. Air Monitoring and Work Area Information:

- a. Air Monitoring Results: Results of all air monitoring conducted by the Contractor shall be posted within 24 hours of collection for all workers to see. A copy of the results shall be given to the CO or the COR.
- b. Differential Air Pressure Readings: Starting when a negative pressure containment is erected and approved by the CO or the COR, a copy of the strip chart record of the work area relative pressure shall be submitted within 24 hours after the recording was made.
- c. Work Area Inspections: The COR will perform visual inspections of the work area for the pre-removal, daily, final, and re-occupancy stages of the work.

2. Transporting and Disposing of Asbestos Containing Materials (ACM):

- a. Disposal Receipts: Receipts from the transporter, which acknowledge the Contractor's shipment of ACM from the site (NESHAPS Waste Shipment Records) shall be submitted three (3) days following removal of ACM from the premises. Each receipt shall provide date, quantity of material removed, and signature of an authorized representative of the transporter. A signed and dated copy to the Waste Shipment Record showing receipt at an authorized landfill must be received by the CO within 30 calendar days of the date of the shipping receipt.
- b. Transportation Vehicles: Transportation shall be in closed vehicles dedicated to asbestos transportation. Vehicles shall be marked in accordance with Department of Transportation (DOT) and NESHAPS regulations.
- c. Shipping Manifest Forms: Signed and completed Shipping Manifest Forms (NESHAPS Waste Shipment Records) shall be used for the transportation of ACM. This form shall be signed by each party who has control over the asbestos waste, and a copy retained by each party as responsibility for the waste is transferred to the next party.

- D. Final Submittals: Items 1.04.D.1. and 1.4.D.2. below are to be submitted to the COR a maximum of five (5) days after the completion of work for each containment.
1. Daily Log: Copies of a daily log showing the date(s) and time(s) of entrance to and exit from the work area(s) for all persons.
 2. Reestablish Systems: Submit written certification:
 - a. Describing the type, application, and quantity of asbestos-containing materials removed by the abatement contractor.
 - b. That final inspection items were completed.
 - c. That mechanical and electrical systems disturbed by the contractor during work under the contract have been reinstalled and are in working order.

1.5 ***CONTRACTOR RESPONSIBILITY:***

The Contractor shall assume full responsibility and liability for compliance with all applicable Federal and State of Maryland regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal and State of Maryland regulations, and shall hold the government harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

PROJECT/SITE CONDITIONS:

- A. Means of Egress: Establish and maintain emergency and fire exits from the work area.
- B. Use of Existing Facilities: Use of existing toilets, showers, and/or other similar facilities as decontamination areas is prohibited.
- C. Maintenance of Existing Equipment: The Contractor shall be responsible for maintaining the remaining portion building's operational and aesthetic conditions during the project. All areas of the building in which the Contractor's workers and equipment pass through, use, and/or work in proximity to must be returned to the building owner in the same operating and aesthetic conditions as prior to the start of work. The Contractor shall be responsible for all costs associated with replacing/repairing damaged building materials/equipment.
- D. Environmental Conditions to be Maintained: Normal environmental conditions such as, but not limited to heat, light, and air conditioning, must be maintained throughout all occupied areas of the building. The Contractor shall be responsible for any and all costs associated with the loss and re-establishment of environmental conditions.
- E. Decontamination Facility: Throughout the time that asbestos removal is taking place, the abatement contractor will maintain a working three-stage decontamination facility at the point of access to the

containment. As a minimum, the decontamination facility will consist of a clean changing area, a shower, and a contaminated changing area. The size and location of this facility shall be approved by the CO or the COR, however the size of the clean room and equipment room shall not be less than thirty-five (35) square feet (7'x5') each.

- F. Containment: All asbestos-containing abatement must be performed in a negative pressure enclosure (i.e. full containment) with attached decontamination facility for work within the building.
- G. Access to Work Area: Access to work areas shall be through personnel decontamination areas. The following shall have access to work area:
 - 1) CO or COR
 - 2) Contract Monitoring Personnel
 - 3) OSHA, EPA & MDE Inspectors
 - 4) Local Building or Health Officials
- H. If there are any proposed changes to the abatement procedure outlined in the Contractor's work plan, a new work plan must be submitted in writing to the CO for approval, prior to the implementation of the new procedures.
- I. All matters of interpretation regarding regulatory issues or project site conditions must be submitted to the CO in writing prior to impacting the area in question. The CO shall issue a written response in a reasonable time frame.
- J. The CO is the only entity, which can alter the contract documents. The CO and the COR shall not dictate the means and methods by which the abatement contractor performs the work, unless the abatement contractor is in violation of applicable regulations and the project specification. Any action the Contractor takes at the advice of the COR, shall be done at the abatement contractor's expense.

1.7 SEQUENCING/SCHEDULING: Asbestos abatement work shifts must be coordinated with and approved by the CO. Any proposed change to the established schedule must be submitted in writing to the CO and the COR for approval at least 72 hours prior to the desired date of schedule change. No work area shall be active while students are occupying the areas.

PART 2 - PRODUCTS

2.1 EQUIPMENT: Equipment, including protective clothing and respirators, used in the execution of this contract and provided to visitors to the site, shall comply with ASTM E 849 and with the applicable Federal and State of Maryland regulations. Respirators shall conform to the OSHA requirements in 29 CFR 1910.134 and 29 CFR 1926.1101, except that single use and disposable respirators shall not be used. Type of respirators required shall be as specified in 29 CFR 1926.1101. If any area or personal air sampling indicates levels above 0.1 fibers per cubic centimeter or "too dirty to count" inside the asbestos work area, powered air (PAPR) or supplied air (type "C") respirators will be required during actual removal operations.

2.2 ENCAPSULATING MATERIALS:

- A. Encapsulating Materials (sealants) shall meet the latest requirements of the Environmental Protection Agency (EPA) and shall possess the following characteristics:
1. Adherence. The sealant eliminates fiber dispersal by adhering to the fibrous substrate with sufficient penetration to prevent separation of the sealant from the sprayed asbestos material.
 2. Impact Penetration. It withstands impact and penetration, protects the enclosed, sprayed asbestos material, and it must not cause separation of sprayed asbestos material from its original substrate.
 3. Flexibility. It possesses enough flexibility to accommodate atmospheric changes and settling of the structure over time.
 4. Resistance to Smoke and Flame. It shall have high flame retardant characteristics and a low toxic fume and smoke emission rating.
 5. Ease of Application. It must be easily applied with relative insensitivity to errors in preparation or application. Ease of repair by routine maintenance personnel is desirable.
 6. Toxicity. The sealant must be neither noxious nor toxic to application workers and structure users thereafter.
 7. Permeability. It should have some permeability to water vapor to prevent condensation accumulation and must be resistant to common cleaning agents.
 8. Stability. It should have suitable stability to weathering and aging.
- C. Guarantee. Guarantee encapsulating materials to perform for a period of 1 year, in accordance with "Guarantee" clause of the General Conditions.

PART 3 – EXECUTION

Any variations in the execution of work as identified herein must be submitted in writing and approved by the CO or the COR prior to the implementation of the alternate procedures.

3.1 PREPARATION:

- A. Isolate the work area for the duration of the work by completely sealing off all openings and fixtures in the work area, including but not limited to, heating and ventilation ducts, doorways, elevator shafts, corridors, windows, and lighting. The isolation shall be obtained by installing a minimum of two (2) layers of 6-mil flame retardant polyethylene sheeting taped securely in place with duct tape.

- B. The Air Handling Unit (AHU) must be shutoff or otherwise physically isolated (cut and capped) prior to the beginning of asbestos abatement activities. The Contractor is responsible for the coordination of the AHU shutoff and/or physically isolating the AHU from the work area. All work must be approved by the CO prior to the start of work.
- C. Seal all critical barriers in the work area with two layers of 6-mil plastic sheeting taped securely in place with duct tape to protect from damage.
- D. Seal all walls with a minimum of two layers of 6-mil flame retardant polyethylene sheeting.
Walls shall be sealed from the floor to the ceiling deck or to a flame retardant polyethylene ceiling if applicable. Walls shall consist of all vertical surfaces associated with the wall systems including but not limited to, support beams, spandrel beams, concrete masonry units (CMU) walls, cinderblock, brick walls, etc. If porous, or otherwise non-cleanable ceiling tiles are to remain in the work area, a 6-mil flame retardant polyethylene ceiling must be installed to seal the ceiling tiles from the regulated area.
- E. Before the work is begun, clean all removable items and equipment. Remove them from the work area and store as directed.
- F. Seal all non-removable items and equipment in the work area with plastic sheeting taped securely in place with duct tape.
- G. Post warning signs on all asbestos containments as required by 29 CFR 1926.1101 and ASTM E 849, and as directed by the CO.

3.2 WORK PROCEDURE:

- A. General Procedures: The enclosed work areas shall be defined as an asbestos regulated area and all asbestos worker protection and work practices not addressed in this specification shall be performed in conformance with the general safety and health provisions of 29 CFR 1926.1101 and 29 CFR 1910.20, respectively. For asbestos abatement work, use general work practices, work practices for removal, and work practices for encapsulation as specified in 29 CFR 1926.1101, ASTM E 849, and other appropriate work procedures approved by the OSHA and the State of Maryland. If a conflict arises, the more stringent shall apply until a determination is made by the CO or the COR.
- B. Local Exhaust System: Provide a HEPA filtered local exhaust system in the asbestos control area as required to meet the asbestos control limit and ceiling concentration. The local exhaust system shall be vented to the outside of the building. Local exhaust equipment must be sufficient to maintain a negative air pressure of -0.02 inches of water in the asbestos control area. In no case shall the building ventilation system be used as the local exhaust system for asbestos control. Filtering in vacuums and exhaust equipment shall conform to ANSI Z9.2; HEPA filters shall be used in all vacuums and exhaust equipment. The Contractor shall supply emergency power to the HEPA equipped local exhaust equipment sufficient to maintain the required negative pressure differential (-0.02 inches of water) in the event the primary power source fails. The emergency power source shall be activated within five (5) minutes of the primary power failing.
- C. Coordination of Work of all Trades: Coordinate the work of all trades to assure that their work is performed in accordance with the applicable regulations and that the asbestos control limits are

maintained at all times both inside and outside the asbestos work area.

3.3 QUALITY CONTROL:

- A. Monitoring: Monitoring of airborne concentrations of asbestos shall be in accordance with 29 CFR 1926.1101 and ASTM E 849. Airborne concentration of asbestos before starting work to obtain a baseline fiber concentration in the affected areas shall occur. Daily monitoring outside the entrance to the asbestos work area, and at the exhaust opening of the local exhaust system shall be performed. If monitoring shows airborne concentrations greater than the asbestos control limits, stop all work, correct the conditions causing the excessive levels, and notify the Contracting Officer and the COR immediately. The contractor's industrial hygienist will perform asbestos monitoring to determine the airborne asbestos levels.
- B. Site Inspection and Stop Work Orders: While performing asbestos abatement work, the Contractor shall be subject to on site inspection by the COR. Work shall also be subject to inspection by MDE, OSHA and EPA inspectors and/or local building or health officials. If found to be in violation by one of these officials, the Contractor shall cease all asbestos abatement work immediately, and not resume asbestos abatement operations until all violations are resolved. Standby time required to resolve any violation shall be at the Contractor's expense. One complete set of equipment (such as respirators and disposable clothing) required for entry to the asbestos control area shall be made available immediately upon request of the CO or the COR, for inspection of the asbestos control area. Such requests will only be made during the Contractor's working hours.

3.4 CLEANUP AND DISPOSAL:

- A. Permits and Notifications: Secure necessary permits in conjunction with asbestos removal, hauling and disposition and provide timely notification of such actions, as may be required by Federal, State, and local authorities. Notify the Regional Office of the United States Environmental Protection Agency and provide copies of the notification to the CO 20 working days prior to the commencement of the work. Provide notification in accordance with 40 CFR 61.22(d)(1). (See Paragraph 1.2.A.2)
- B. Housekeeping: Essential parts of asbestos dust control are housekeeping and cleanup procedures. Maintain surfaces of the asbestos control area free of accumulations of asbestos fibers. Give meticulous attention to restricting the spread of dust and debris, keep waste from being distributed over the general area or to lower floors. Use approved industrial vacuum cleaners with a HEPA filter to collect dust and small scrap. Do not blow down the space with compressed air. Post appropriate asbestos hazard warning signs. In all possible instances, workmen shall cleanup their own areas. Equip personnel engaged in the clean up of asbestos scrap and waste with necessary respiratory equipment and protective clothing.
- C. Disposal of Asbestos: Collect and dispose of asbestos waste, scrap, debris, bags, containers, equipment, and asbestos contaminated clothing which may produce airborne concentrations of asbestos fibers in sealed impermeable bags. Prior to placing in bags, or containers, wet down asbestos wastes with amended water to reduce airborne concentrations. Waste asbestos material shall be disposed of in accordance with all Federal regulations at a sanitary landfill that meets EPA requirements. The General Contractor will

provide the CO or the COR with a copy of all hazardous waste manifests, hauler receipts or landfill receiving tickets resulting from the disposal of the asbestos waste. The CO and/or the COR must approve the establishment of any on-site temporary holding area for properly packaged asbestos waste.

- D. Final Cleanup and Removal of Enclosure: The Contractor must notify the CO and the COR that the work area is ready for final inspection. The contractor's industrial hygienist will inspect the work area prior to decontamination and removal of the enclosure. Visual observation of asbestos materials, dust, or debris is not permitted on any surface in or around the work area. The Contractor shall clean the work area in accordance with EPA approved methods. The contractor's shall perform air sampling for clearance purposes. The contractor's industrial hygienist will perform sampling in accordance with the procedures established by the EPA in 40 CFR Part 763 Subpart E, the Asbestos Hazard Emergency Response Act (AHERA) regulation. Repeat the decontamination and testing process until fiber concentration levels for all inside the work area final clearance samples reach airborne asbestos concentrations of less than (<) 1 fiber per cubic centimeter (f/cc). If the air samples are above the established clearance levels, the Contractor shall continue to re-clean the containment until the clearance levels are achieved. Phase contrast microscopy (PCM) final clearance sampling shall be utilized. All PCM final clearance samples must have fiber concentrations of <0.01 f/cc.

Any additional cleaning shall be performed at the Contractor's expense. In addition the Contractor shall reimburse building owner for all costs associated with the additional industrial hygienists fees. These costs include, but are not limited to final visual re-inspection time, sampling time, travel time, sample analysis, and mileage. Once the airborne asbestos concentration is below the final clearance criteria the Contractor will be informed by the CO or the COR to remove the asbestos enclosure.

End of Section 13821

HANDLING OF LIGHTING BALLASTS, LAMPS AND THERMOSTAS CONTAINING PCBs AND MERCURY

PART 1 GENERAL

1.1 DESCRIPTION OF WORK:

- A. This section includes the requirements for the removal and disposal of light ballasts containing polychlorinated biphenyl (PCB), and fluorescent light tubes containing mercury vapor (MVL). The Abatement Contractor (Contractor) is responsible for all work associated with the removal, and disposal of the PCB/MVL associated with this project. All Federal (EPA, OSHA) and State of Maryland (MDE, MOSH) regulations, as well as the requirements established in this specification must be adhered to at all times during this project. In the event a discrepancy exists between the regulations/specifications, the most stringent condition shall apply. The Contractor shall review this asbestos abatement specification and the hazardous material report in conjunction with any architectural, mechanical, and plumbing demolition specifications and drawings to determine the exact scope of work and quantities for asbestos abatement. PCB/MVL exist throughout the renovation/demolition areas and any disturbance of these materials must be conducted in accordance with these specifications and the proper Federal and State of Maryland regulations.
- B. Please refer to the hazardous materials report by AMA for additional information regarding PCB/MVL associated with the building. **AMA identified a total of one thousand one hundred and forty four (1,144) MVL, two (2) mercury containing thermostats, and a total of three hundred thirty (330) suspect PCB containing fluorescent light ballasts throughout the building.**

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

A. STATE OF MARYLAND CODE OF MARYLAND REGULATIONS (COMAR)

COMAR 26.13 (1988) Chapters .01- .13, Disposal of Controlled Hazardous Substances

B. U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910.1000 Air Contaminants

40 CFR 260 Hazardous Waste Management System: General

40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263 40 CFR 264	Standards Applicable to Transporters of Hazardous Waste Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265	Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 270	EPA Administered Permit Programs: The Hazardous Waste Permit Program
40 CFR 273	Standards For Universal Waste Management
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
49 CFR 178	Specifications for Packagings

REQUIREMENTS

Removal and disposal of PCB containing lighting ballasts and associated mercury-containing lamps. Contractor may encounter leaking PCB ballasts.

DEFINITIONS

- A. Certified Industrial Hygienist (CIH) is an industrial hygienist hired by the contractor shall be certified by the American Board of Industrial Hygiene.
- B. Leak or leaking means any instance in which a PCB article, PCB container, or PCB equipment has any PCBs on any portion of its external surface.
- C. Lamps, also referred to as "universal waste lamp", is defined as the bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of common universal waste electric lamps include, but are not limited to, fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps.
- D. Polychlorinated Biphenyls (PCBs) as used in this specification shall mean the same as PCBs, PCB containing lighting ballast, and PCB container, as defined in 40 CFR 761, Section 3, Definitions.
- E. Spill - means both intentional and unintentional spills, leaks, and other uncontrolled discharges when the release results in any quantity of PCBs running off or about to run off the external

surface of the equipment or other PCB source, as well as the contamination resulting from those releases.

- F. Universal Waste - means any of the following hazardous wastes that are managed under the universal waste requirements 40 CFR 273:
 - 1. Batteries
 - 2. Pesticides
 - 3. Thermostats
 - 4. Lamps

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements - Perform PCB related work in accordance with 40 CFR 761 and COMAR 26.13. Perform mercury-containing lamps storage and transport in accordance with 40 CFR 261, 40 CFR 264, 40 CFR 265, 40 CFR 273 and COMAR 26.13.
- B. Training - Certified industrial hygienist (CIH) shall instruct and certify the training of all persons involved in the removal of PCB containing lighting ballasts and mercury-containing lamps. The instruction shall include: The dangers of PCB and mercury exposure, decontamination, safe work practices, and applicable OSHA and EPA regulations. The CIH shall review and approve the PCB and Mercury-Containing Lamp Removal Work Plans.
- C. Regulation Documents - Maintain at all times one copy each at the office and one copy each in view at the job site of 29 CFR 1910.1000, 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 265, 40 CFR 268, 40 CFR 270, 40 CFR 273 and COMAR 26.13 and of the Contractor removal work plan and disposal plan for PCB and for associated mercury-containing lamps.

1.5 SUBMITTALS

Contracting Officer (CO) approval is required for all submittals. The following shall be submitted:

- A. SD-07 Certificates
 - 1. Qualifications of CIH
 - 2. Training Certification
 - 3. PCB and Lamp Removal Work Plan
 - 4. PCB and Lamp Disposal Plan
- B. SD-11 Closeout Submittals
 - 1. Transporter certification of notification to EPA of their PCB waste activities and EPA ID numbers
 - 2. Certification of Decontamination

3. Certificate of Disposal and/or recycling. Submit to the CO before application for payment within 30 days of the date that the disposal of the PCB and mercury-containing lamp waste identified on the manifest was completed.
4. Testing results

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Use special clothing:
 1. Disposable gloves (polyethylene)
 2. Eye protection
 3. PPE as required by CIH

1.7 SCHEDULING

Notify the Contracting Officer 20 days prior to the start of PCB and mercury-containing lamp removal work.

1.8 QUALITY ASSURANCE

- A. Qualifications of CIH - Submit the name, address, and telephone number of the Industrial Hygienist selected to perform the duties in paragraph entitled "Certified Industrial Hygienist." Submit training certification that the Industrial Hygienist is certified, including certification number and date of certification or re certification.
- B. PCB and Lamp Removal Work Plan - Submit a job-specific plan within 20 calendar days after award of contract of the work procedures to be used in the removal, packaging, and storage of PCB-containing lighting ballasts and associated mercury-containing lamps. Include in the plan: Requirements for Personal Protective Equipment (PPE), spill cleanup procedures and equipment, eating, smoking and restroom procedures. The plan shall be approved and signed by the CIH. Obtain approval of the plan by the CO prior to the start of PCB and/or lamp removal work.
- C. PCB and Lamp Disposal Plan - Submit a PCB and lamp Disposal Plan with 45 calendar days after award of contract. The PCB and Lamp Disposal Plan shall comply with applicable requirements of federal, state, and local PCB and Universal waste regulations and address:
 1. Estimated quantities of wastes to be generated, disposed of, and recycled.
 2. Names and qualifications of each Contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location. Furnish two copies of EPA and state PCB and mercury-containing lamp waste permit applications and EPA identification numbers, as required.
 3. Names and qualifications (experience and training) of personnel who will be working onsite with PCB and mercury-containing lamp wastes.
 4. Spill prevention, containment, and cleanup contingency measures to be implemented.

5. Work plan and schedule for PCB and mercury-containing lamp waste removal, containment, storage, transportation, disposal and or recycling. Wastes shall be cleaned up and containerize daily.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 WORK PROCEDURE

Furnish labor, materials, services, and equipment necessary for the removal of PCB containing lighting ballasts, associated mercury-containing fluorescent lamps, in accordance with local, state, or federal regulations. Do not expose PCBs to open flames or other high temperature sources since toxic decomposition by-products may be produced. Do not break mercury containing fluorescent lamps or high intensity discharge lamps.

- A. Work Operations - Ensure that work operations or processes involving PCB or PCBcontaminated materials are conducted in accordance with 40 CFR 761, 40 CFR 262 40 CFR 263, and the applicable requirements of this section, including but not limited to:
 1. Obtaining suitable PCB and mercury-containing lamp storage sites.
 2. Notifying CO prior to commencing the operation.
 3. Reporting leaks and spills to the CO.
 4. Cleaning up spills.
 5. Inspecting PCB and PCB-contaminated items and waste containers for leaks and forwarding copies of inspection reports to the CO.
 6. Maintaining inspection, inventory and spill records.

3.2 PCB SPILL CLEANUP REQUIREMENTS

A. PCB Spills

Immediately report to the CO any PCB spills.

B. PCB Spill Control Area

Rope off an area around the edges of a PCB leak or spill and post a "PCB Spill Authorized Personnel Only" caution sign. Immediately transfer leaking items to a drip pan or other container.

C. PCB Spill Cleanup

40 CFR 761, subpart G. Initiate cleanup of spills as soon as possible, but no later than 24 hours of its discovery. Mop up the liquid with rags or other conventional absorbent. The spent absorbent shall be properly contained and disposed of as solid PCB waste.

D. Records and Certification

Document the cleanup with records of decontamination in accordance with 40 CFR 761, Section 125, Requirements for PCB Spill Cleanup. Provide test results of cleanup and certification of decontamination.

3.3 REMOVAL

- A. Ballasts - As ballast are removed from the lighting fixture, inspect label on ballast. Ballasts without a "No PCB" label shall be assumed to contain PCBs and containerized and disposed of as required under paragraphs STORAGE FOR DISPOSAL and DISPOSAL. If there are less than 1600 "No PCB" labeled lighting ballasts dispose of them as normal demolition debris. If there are more than 1600 "No PCB" labeled ballasts, establish whether the "No PCB" labeled ballasts contain diethylhexyl phthalate (DEHP) either by test or by checking with the ballast manufacturer indicated on the label. Submit testing results and/or written confirmation from the manufacturer to the Contracting Officer. If the ballasts do not contain DEHP, dispose of them as normal construction debris. If they do contain DEHP, dispose of them as hazardous material in accordance with Federal, State, and local regulations. As a basis of bid assume ballasts with "No PCB" labels do not contain DEHP and may disposed of as normal construction debris. If 1600 or more DEHP ballasts are disposed of in a 24 hour period, notify the National Response Team at 800-424-8802.
- B. Lighting Lamps - Remove lighting tubes/lamps from the lighting fixture and carefully place (unbroken) into appropriate containers (original transport boxes or equivalent). In the event of a lighting tube/lamp breaking, sweep and place waste in double plastic taped bags and dispose of as universal waste as specified herein.

3.4 STORAGE FOR DISPOSAL

- A. Storage Containers for PCBs - 49 CFR 178. Store PCB in containers approved by DOT for PCB.
- B. Storage Containers for lamps - Store mercury containing lamps in appropriate DOT containers. The boxes shall be stored and labeled for transport in accordance with 40 CFR 273.
- C. Labeling of Waste Containers
1. Date the item was placed in storage and the name of the cognizant activity/building.
 2. "Caution Contains PCB," conforming to 40 CFR 761, CFR Subpart C. Affix labels to PCB waste containers.
 3. Label mercury-containing lamp waste in accordance with 40 CFR 273. Affix labels to all lighting waste containers.

3.5 DISPOSAL

- A. Dispose of off CCBC property in accordance with EPA, DOT, and local regulations at a permitted site.
- B. Identification Number - Federal regulations 40 CFR 761, and 40 CFR 263 require that generators, transporters, commercial storers, and disposers of PCB waste possess U.S. EPA identification numbers. The contractor shall verify that the activity has a U.S. EPA generator identification number for use on the Uniform Hazardous Waste manifest. If not, the contractor shall advise the activity that it must file and obtain an I.D. number with EPA prior to commencement of removal work. For mercury containing lamp removal, Federal regulations 40 CFR 273 require that large quantity handlers of Universal waste (LQHUW) must provide notification of universal waste management to the appropriate EPA Region (or state director in authorized states), obtain an EPA identification number, and retain for three years records of off-site shipments of universal waste. The contractor shall verify that the activity has a U.S. EPA generator identification number for use on the Universal Waste manifest. If not, the contractor shall advise the activity that it must file and obtain an I.D. number with EPA prior to commencement of removal work.
- C. Transporter Certification - Comply with disposal and transportation requirements outlined in 40 CFR 761 and 40 CFR 263. Before transporting the PCB waste, sign and date the manifest acknowledging acceptance of the PCB waste from CCBC. Return a signed copy to CCBC before leaving the job site. Ensure that the manifest accompanies the PCB waste at all times. Submit transporter certification of notification to EPA of their PCB waste activities (EPA Form 7710-53).
- D. Certificate of Disposal and/or Recycling - 40 CFR 761. Certificate for the PCBs and PCB items disposed shall include:
 - 1. The identity of the disposal and or recycling facility, by name, address, and EPA identification number.
 - 2. The identity of the PCB waste affected by the Certificate of Disposal including reference to the manifest number for the shipment.
 - 3. A statement certifying the fact of disposal and or recycling of the identified PCB waste, including the date(s) of disposal, and identifying the disposal process used.
 - 4. A certification as defined in 40 CFR 761.

End of Section - 13283

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

The following types of components have been identified as being finished with LBP:

Main Building	Annex
Structural steel	Porcelain sinks
Tan ceramic wall tile	
Wood window sills	
Wood doors	
Wood door casings	
Plaster walls	
Wood window casing	
Wood exterior trim	

NOTE: Other painted surfaces at the site contain measurable amounts of lead and must be handled accordingly.

The purpose of the project is to renovate the building; not to perform LBP/LCP abatement. The removal of LBP/LCP is not required for this project. There are no regulatory requirements to abate LBP/LCP prior to performing renovation/demolition projects. The Contractor shall assume all responsibility (in regards to LBP/LCP) for the protection of the subcontractors and the subcontractor's employees performing work in the building. The Contractor shall address LCP/LBP in accordance with the procedures established in 29 CFR 1926.62 (with Maryland amendments). The Owner shall not reimburse the Contractor for the removal of LCP/LBP, which is performed by the Contractor for the purposes of complying with 29 CFR 1926.62 or for the purposes protecting the Contractor's employees and/or subcontractors. The Contractor shall bear the cost of any LBP/LCP abatement, which is performed to satisfy the Contractor's or the subcontractor's health and safety requirements.

If the Contractor chooses to perform LBP/LCP abatement, the procedures outlined in this specification, along with the appropriate Federal and State of Maryland regulations, must be followed. These procedures are only applicable if the Contractor elects to perform LBP/LCP abatement. The Owner is not responsible for the cost associated with these procedures.

1.2 REFERENCES

- A. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- ANSI Z9.2-1979 (1979; R 1991) Fundamentals Governing the Design and Operation of Local Exhaust Systems

ANSI Z88.2 (1992) Respiratory Protection

B. CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1926.21 Safety Training and Education

29 CFR 1926.55 Gases, Vapors, Fumes, Dusts, and Mists

29 CFR 1926.59 Hazard Communication

29 CFR 1926.62 Lead Exposure in Construction

29 CFR 1926.65 Hazardous Waste Operations and Emergency Response

29 CFR 1910.134 Respiratory Protection

40 CFR 260 Hazardous Waste Management Systems: General

40 CFR 261 Identification and Listing of Hazardous Waste

40 CFR 262 Generators of Hazardous Waste

40 CFR 263 Transporters of Hazardous Waste

40 CFR 264 Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

40 CFR 265 Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

40 CFR 268 Land Disposal Restrictions

40 CFR 745 Lead; Requirements for Lead-Based Paint Activities

49 CFR 172 Hazardous Materials, Tables, and Hazardous Materials Communications Regulations

49 CFR 178 Shipping Container Specification

C. UNDERWRITERS LABORATORIES INC. (UL)

UL 586 (1990) High-Efficiency, Particulate, Air Filter Units

D. STATE OF MARYLAND

COMAR 26.02.07 Procedures for Abating Lead-Containing Substances From Buildings

COMAR 26.16.01 Accreditation and Training for Lead Paint Abatement Services

1.3 DEFINITIONS

- A. Action Level - Employee exposure, without regard to use of respirators, to an airborne a concentration of lead of 30 micrograms per cubic meter of air averaged over an 8 hour period in an occupational/industrial environment.
- B. Area Sampling - Sampling of lead concentrations within the lead control area and inside the physical boundaries, which is representative of the airborne, lead concentrations but is not collected in the breathing zone of personnel.
- C. Competent Person (CP) - As used in this section, refers to a person employed by the Contractor who is trained in the recognition and control of lead hazards in accordance with current State of Maryland regulations as a Lead-Based Paint Risk Assessor. An industrial hygienist or safety professional certified for comprehensive practice by the American Board of Industrial Hygiene or by the Board of Certified Safety Professionals, with this certification is the best choice.
- D. Contaminated Room - Room for removal of contaminated personal protective equipment (PPE).
- E. Contracting Officer's Representative (COR) - An industrial hygienist, consultant, or other qualified person who has successfully completed training and is therefore accredited under as a Lead Based Paint Risk Assessor, and Lead Based Paint Project Designer.
- F. Decontamination Shower Facility - That facility that encompasses a clean clothing storage room, and a contaminated clothing storage and disposal rooms, with a shower facility in between.
- G. Eight-Hour Time Weighted Average (TWA) - Airborne concentration of lead to which an employee is exposed, averaged over an 8 hour workday as indicated in 29 CFR 1926.62.
- H. High Efficiency Particulate Air (HEPA) Filter Equipment - HEPA filtered vacuuming and ventilation equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated paint dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3 micron or larger size particles.
- I. Lead - Metallic lead, inorganic lead compounds, and organic lead soaps.
- J. Lead Based Paint (LBP) - Protective or decorative coating which contains more than 0.5% lead by weight calculated as a dried solid, or more than 0.7 milligrams of lead per square centimeter of surface area when measured with an x-ray fluorescence analyzer.

- K. Lead Control Area - An enclosed area or structure, constructed as a temporary containment equipped with HEPA filtered local exhaust, which prevents the spread of lead dust, paint chips, or debris existing as a condition of lead based paint removal operations. The lead control area is also isolated by physical boundaries to prevent unauthorized entry of personnel. It is intended to perform the lead-based paint abatement utilizing the same containment, which was established for the asbestos abatement.
- L. Lead Permissible Exposure Limit (PEL) - Fifty micrograms per cubic meter of air as an 8 hour time weighted average as determined by 29 CFR 1926.62. If an employee is exposed for more than eight hours in a workday, the PEL shall be determined by the following formula
$$\text{PEL (micrograms/cubic meter of air)} = 400/\text{No. hrs worked per day}$$
- M. Personal Sampling - Sampling of airborne lead concentrations within the breathing zone of an employee to determine the 8 hour time weighted average concentration in accordance with 29 CFR 1926.62. Samples shall be representative of the employees' work tasks. The breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of six to nine inches and centered at the nose or mouth of an employee.
- N. Physical Boundary - Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area but inside boundary."

1.4 QUALITY ASSURANCE

- A. Medical Examinations - Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1926.62 and 29 CFR 1910.134. The examination will not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62 within the last year.
- B. Medical Records - Maintain complete and accurate medical records of employees for the duration of employment plus 30 years.
- C. Medical Surveillance - Provide medical surveillance to all personnel exposed to lead as indicated in 29 CFR 1926.62.
- D. Competent Person (CP) Responsibilities
 1. Certify training as meeting all State of Maryland requirements as a Lead-Based Paint Risk Assessor.
 2. Review and approve lead based paint removal plan for conformance to the applicable referenced standards.
 3. Continuously inspect lead based paint removal work for conformance with the approved plan.
 4. Perform air and wipe sampling.
 5. Ensure work is performed in strict accordance with specifications at all times.

6. Control work to prevent hazardous exposure to human beings and to the environment at all times.
 7. Certify the conditions of the work as called for elsewhere in this specification.
- E. Training - Train each employee performing paint removal and disposal operations prior to the time of initial job assignment and once every two (2) years thereafter, in accordance with COMAR 26.16.01 and 26.16.02.
- F. Training Certification - Submit a certificate for each employee, signed and dated by the approved training source, stating that the employee has received the required Lead Paint Abatement Worker Training.
- G. Respiratory Protection Program - Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least annually thereafter as required by 29 CFR 1926.62. Establish and implement a respiratory protection program as required by ANSI Z88.2, 29 CFR 1910.134, 29 CFR 1926.62, and 29 CFR 1926.55.
- H. Hazard Communication Program - Establish and implement a Hazard Communication Program as required by 29 CFR 1926.59.
- I. Hazardous Waste Management - The Hazardous Waste Management Plan shall comply with applicable requirements of federal, State of Maryland, and local hazardous waste regulations and address:
1. Identification and classification of hazardous wastes associated with the work.
 2. Estimated quantities of wastes to be generated and disposed of.
 3. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location [and operator] and a 24-hour point of contact. Furnish two copies of EPA, State, and local hazardous waste permit applications, permits, manifests, and EPA Identification numbers.
 4. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
 5. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
 6. Spill prevention, containment, and cleanup contingency measures including a health and safety plan to be implemented in accordance with 29 CFR 1926.65.
 7. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.
 8. Cost for hazardous waste disposal according to this plan.
- J. Safety and Health Compliance - In addition to the detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of Federal and State of Maryland authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1926.62. Submit matters regarding interpretation of standards to the COR for resolution before starting work. Where specification requirements and the referenced documents vary, the most stringent requirement shall apply. The following State of Maryland laws, ordinances, criteria, rules and

regulations regarding removing, handling, storing, transporting, and disposing of lead-contaminated materials apply:

COMAR 26.02.07	Procedures for Abating Lead-Containing Substances From Buildings
COMAR 26.16.01	Accreditation and Training for Lead Paint Abatement Services
COMAR 26.16.02	Reduction of Lead Risk Housing

- K. Pre-Construction Conference - Along with the CP, meet with the COR to discuss in detail the hazardous waste management plan and the lead based paint removal plan, including work procedures and precautions for the removal plan.

1.5 SUBMITTALS

A. Manufacturer's Catalog Data

1. Vacuum filters
2. Respirators

B. Instructions

1. Chemicals and equipment
2. Materials
3. Material safety data sheets for all chemicals

C. Statements

1. Qualifications of CP
2. Testing laboratory and consultant qualifications
3. Lead based paint removal plan including CIH approval (signature, date, and certification number)
4. Rental equipment notification
5. Respiratory protection program
6. Hazard communication program
7. EPA approved hazardous waste treatment or disposal facility for lead disposal
8. Hazardous waste management plan

- D. Qualifications of CP - Submit name, address, and telephone number of the CP selected to perform responsibilities specified in paragraph entitled "Competent Person (CP) Responsibilities." Provide previous experience of the CP. Submit proper documentation that the CP is trained and licensed in accordance with State of Maryland laws.

- E. Testing Laboratory and Consultant - Submit the name, address, and telephone number of the testing laboratory and consultant selected to perform the sampling, testing, and reporting of airborne concentrations of lead. Use a laboratory accredited under the EPA National Lead Laboratory Accreditation Program (NLLAP) by either the American Association for Laboratory

Accreditation (AALA) or the American Industrial Hygiene Association (AIHA) and that is successfully participating in the Environmental Lead Proficiency Analytical Testing (ELPAT) program to perform sample analysis.

- F. Lead Based Paint Removal Plan (LBPRP) - Submit a detailed job-specific plan of the work procedures to be used in the removal of LBP. The plan shall include a sketch showing the location, size, and details of lead control areas, location and details of decontamination facilities, viewing ports, and mechanical ventilation system. Include in the plan, eating, drinking, smoking and sanitary procedures, interface of trades, sequencing of lead related work, collected waste water and paint debris disposal plan, air sampling plan, respirators, personal protective equipment, and a detailed description of the method of containment of the operation to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air and baseline lead dust concentrations are not reached or exceeded outside of the lead control area. Include occupational and environmental sampling, training and strategy, sampling methodology, frequency, duration of sampling, and qualifications of sampling personnel in the air sampling portion of the plan.
- G. Occupational and Environmental Sampling Results - Submit occupational and environmental sampling results to the COR within three working days of collection, signed by the testing laboratory employee performing the analysis, the employee that performed the sampling, and the CP.
- H. Certificates
 - 1. Vacuum filters
- I. Records
 - 1. Completed and signed hazardous waste manifest from treatment or disposal facility
 - 2. Certification of medical examinations
 - 3. Employee training certification

1.6 REMOVAL

- A. Title to Material - Materials resulting from abatement work, except as specified otherwise shall become the property of the Contractor and shall be disposed of properly.

1.7 EQUIPMENT

- A. Respirators - Furnish appropriate respirators approved by the National Institute for Occupational Safety and Health (NIOSH) for use in atmospheres containing lead dust. Respirators shall comply with the requirements of 29 CFR 1926.62.
- B. Special Protective Clothing - Furnish personnel who will be exposed to leadcontaminated dust with proper disposable uncontaminated protective whole body clothing, head covering, gloves,

and foot coverings as required by 29 CFR 1926.62. Furnish proper disposable plastic or rubber gloves to protect hands.

- C. Rental Equipment Notification - If rental equipment is to be used during lead based paint handling and disposal, notify the rental agency in writing concerning the intended use of the equipment. Furnish a copy of the written notification to the COR.
- D. Vacuum Filters - UL 586 labeled HEPA filters.
- E. Equipment for Inspection Personnel - Furnish the COR with two complete sets of personal protective equipment (PPE) daily, as required herein, for entry into and inspection of the paint removal work within the lead controlled area. Personal protective equipment shall include disposable whole body covering, including appropriate foot, head, and hand protection. PPE shall remain the property of the Contractor. Respiratory protection for the COR will be provided by his firm.

PART 2 PRODUCTS

2.1 CHEMICALS - Submit applicable Material Safety Data Sheets for all chemicals used in paint removal work. Use the least toxic product approved by the COR.

2.2 MATERIALS - The soluble metal content and the total metal content shall not exceed values, which would cause a material to be classified as a hazardous waste.

PART 3 EXECUTION

If the Contractor elects to perform LBP/LCP abatement, then the following procedures must be implemented. All LBP/LCP abatement shall be performed at the Contractor's expense.

3.1 Lead Control Area Requirements - Establish a lead control area by completely enclosing the area or structure where lead based paint removal operations will be performed, with 6-mil polyethylene sheeting. Contain removal operations by the use of a negative pressure enclosure system with decontamination facilities and HEPA filtered exhaust ventilation units.

3.2 Protection of Existing Work to Remain - Perform paint removal work without damage or contamination of adjacent areas. Where existing work is damaged or contaminated, restore work to its original condition or better.

3.3 Boundary Requirements - Provide physical boundaries around the lead control area by roping off the area designated in the work plan and providing curtains, portable partitions or other enclosures to ensure that airborne concentrations of lead will not reach 30 micrograms per cubic meter of air outside of the lead control area.

3.4 Decontamination Shower Facility - Provide clean and uncontaminated change rooms and shower facilities in accordance with this specification and 29 CFR 1926.62.

3.5 Mechanical Ventilation System

- A. Use adequate ventilation to control personnel exposure to lead in accordance with 29 CFR 1926.62.
- B. To the extent feasible, use fixed local exhaust ventilation connected to HEPA filters or other collection systems, approved by the CP. Local exhaust ventilation systems shall be designed, constructed, installed, and maintained in accordance with ANSI Z9.
- C. Vent local exhaust outside the building only and away from building ventilation intakes.
- D. Use locally exhausted, power actuated, paint removal tools.

3.6 **Personnel Protection** - Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking or application of cosmetics is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been appropriately trained and provided with protective equipment.

3.7 **Warning Signs** - Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

3.8 **Work Procedures** - Perform removal of lead based paint in accordance with approved lead based paint removal plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead based paint is removed in accordance with 29 CFR 1926.62, except as specified herein. Dispose of removed paint chips and associated waste in compliance with Federal and State of Maryland requirements.

- A. **Personnel Exiting Procedures** - Whenever personnel exit the lead-controlled area, they shall perform the following procedures and shall not leave the work place wearing any clothing or equipment worn during the work day:
 - 1. Vacuum themselves off.
 - 2. Remove protective clothing in the contaminated change room, and place them in an approved impermeable disposal bag.
 - 3. Shower.
 - 4. Change to clean clothes prior to leaving the physical boundary designated around the lead control area.
- B. **Air and Wipe Sampling** - Air sample for lead in accordance with 29 CFR 1926.62 and as specified herein. Air and wipe sampling shall be directed or performed by the CP.
 - 1. The CP shall be on the job site directing the air and wipe sampling and inspecting the lead based paint removal work to ensure that the requirements of the contract have been satisfied during the entire lead based paint removal operation.

2. Collect personal air samples on employees who are anticipated to have the greatest risk of exposure as determined by the CP. In addition, collect air samples on at least ten percent of the work crew or a minimum of two employees, whichever is greater, during each work shift.
 3. Submit results of air samples, signed by the CP, within 72 hours after the air samples are taken. Notify the COR immediately of exposure to lead at or in excess of the action level of 30 micrograms per cubic meter of air outside of the lead control area.
 4. Before any work begins, collect and analyze baseline wipe samples in accordance with methods defined in HUD protocol and State of Maryland regulations, whichever is more stringent, inside and outside of the physical boundary to assess the degree of dust contamination in the building prior to lead based paint removal.
- C. Air Sampling During Paint Removal Work - Conduct area air sampling daily, on each shift in which lead based paint removal operations are performed, in areas immediately adjacent to the lead control area. Such areas as outside the clean room, entrance to the containment, and at the exhaust opening of the local exhaust system are examples of locations where sampling should be performed. Sufficient area monitoring shall be conducted to ensure unprotected personnel are not exposed at or above 30 micrograms per cubic meter of air. If 30 micrograms per cubic meter of air is reached or exceeded, stop work, correct the condition(s) causing the increased levels. Notify the COR immediately. Determine if condition(s) require any further change in work methods. Removal work shall resume only after approval is given by the COR.
- D. Lead Based Paint Removal - Provide methodology for removing LBP in work plan. Take whatever precautions necessary to minimize damage to the underlying substrate.
- E. Wipe Sampling After Paint Removal - After the removal of the LBP is complete, the CP shall perform a visual inspection of the area to ensure the area is free from all dust and debris. After the visual inspection the COR shall collect dust wipes samples according to the HUD protocol and State of Maryland regulations, whichever is more stringent, to determine the lead content of settled dust and dirt in micrograms per square foot of surface area.
- F. Cleanup and Disposal - Maintain surfaces of the lead control area free of accumulations of paint chips and dust. Restrict the spread of dust and debris; keep waste from being distributed over the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each shift and when the paint removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner, wet mopping the area and wet wiping the area as indicated by the CP. Re-clean areas showing dust or residual paint chips or debris. After visible dust, chips and debris are removed, wet wipe and HEPA vacuum all surfaces in the work area. If adjacent areas become contaminated at any time during the work, clean, visually inspect, and then wipe sample all contaminated areas. The CP shall then certify, in writing, that the area has been cleaned of lead contamination before restarting work.
- G. Certification - The CP shall certify in writing that the final surface wipe sample results collected inside and outside the work area are less than 40 micrograms per square foot on floors. The

respiratory protection used for the employees was adequate; the work procedures were performed in accordance with 29 CFR 1926.62 and 40 CFR 745; and that there were no visible accumulations of lead based paint and dust left in the work site. Do not remove the lead control area or roped off boundary and warning signs prior to receiving the CP's notification.

- H. Testing of Lead Based Paint Residue - Test lead containing paint residue in accordance with 40 CFR 261 for lead hazardous waste. The suspect lead waste must be sampled prior to disposal and tested by the TCLP for lead. If the TCLP test reveals a result of less than 5 parts per million (ppm) the waste can be categorized as non-hazardous. If the result is greater than 5 ppm, then the waste must be disposed of properly as a lead hazardous waste. Since LBP/LCP is not required for this project, if lead hazardous waste is generated by the Contractor, then the Contractor shall assume all costs for the disposal of the waste.
- I. Disposal – All metal substrates with LCP/LBP shall be disposed of by means of recycling. If recycling is not a feasible option the Contractor shall collect leadcontaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing, which may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1926.62 and 40 CFR 261. Dispose of leadcontaminated waste material at an EPA or State approved hazardous waste treatment, storage, or disposal. The Building Owner must obtain an EPA hazardous waste generator identification number.

Store waste materials in U.S. Department of Transportation (49 CFR 178) approved containers. Properly label each container to identify the type of waste (49 CFR 172) and the date the container was filled.

Handle, store, transport, and dispose lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.

- J. Disposal Documentation - Submit written evidence that the hazardous waste treatment, storage, or disposal facility (TSD) is approved for lead disposal by the EPA and State of Maryland or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262.

End of Section 13282