

# Edison Elementary School Asbestos Abatement Project 2020 Lane County School District 4J Eugene Public Schools

Eugene, Oregon

Faxed or Electronically Submitted Bids Will Not Be Accepted

December 27<sup>th</sup>, 2019 Project No. 460.170.001

#### DOCUMENT 00 01 01 TITLE PAGE

#### **PROJECT MANUAL:**

Edison Elementary School Asbestos Abatement Project 2020 Eugene Public School District 4J Eugene, Oregon C.I.P. Project No. 460.170.001

#### **OWNER:**

Eugene School District 4J 715 West 4<sup>th</sup> Ave. Eugene, Oregon 97402 CONTACT: Project Manager, Doug Lemonds (541) 790-7432 Office (541) 790-7420 FAX lemonds@4j.lane.edu

#### **ENVIRONMENTAL CONSULTANT:**

PBS Engineering and Environmental, Inc. 2645 Willamette Street, Suite A Eugene, Oregon 97405
Project Manager: Jeff Heeren EPA Accredited Project Designer Accreditation #: PDR-19-4941A (541) 686-8684 Office jeff.heeren@pbsenv.com

**DATE:** December 27, 2019

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## DOCUMENT 00 11 13 INVITATION TO BID

Sealed bids will be received by Diana McElhinney, Facilities Management Assistant, for the Edison Elementary School Asbestos Abatement Project on January 23, 2020 until the Deadline for Bid Submission at 2:00 pm, at the Eugene School District 4J Facilities Management Office, 715 West Fourth Avenue, Eugene, Oregon 97402. The Bids will be opened publicly and read aloud immediately after the deadline for submission of bids. Late Bids will not be considered

Briefly, the work is described as removal and disposal of all asbestos-containing building materials, mercury-containing fluorescent tubes and switches, and suspect PCB-containing light ballasts. Project also includes selective demolition to access concealed asbestos-containing materials.

Beginning December 27, 2019 Prime Bidders, Sub-bidders and Suppliers may obtain bidding documents at the following hyperlink: <a href="http://www.4j.lane.edu./bids/">http://www.4j.lane.edu./bids/</a>. Hard copies are not provided by the School District. It is the responsibility of all Prime Bidders, Sub-bidders, and Suppliers to obtain Bidding Documents and all Addenda from the hyperlink.

A **Mandatory** pre-bid conference and walk-through has been scheduled for January 02, 2020, at 9:00 am. The location of the conference will be at the Edison Elementary School site located at 1328 East 22<sup>nd</sup> Avenue in Eugene, Oregon. All Prime Bidders wishing to submit a bid are required to attend this conference. Statements made by the District's representatives at the conference are not binding upon the District unless confirmed by Written Addendum. Pre-qualification of bidders is not required.

Each Bid must be submitted on the prescribed form and accompanied by a Surety Bond, Cashiers Check, or Certified Check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total bid, based upon the total bid amount for those items bid upon.

Either with the Bid or within two working hours of the Deadline for Submission of Bids, bidders shall submit, on the form provided, information regarding first-tier subcontractors furnishing labor or labor and materials, as provided in ORS 279C.370. Bids for which disclosure forms are required, but not submitted, will be rejected.

No bid for a construction contract will be received or considered unless the Bidder is registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board at the time the Bid is made, as required by OAR 137-049-0230. [A license to work with asbestos-containing materials under ORS 468A.720 is not required for this project.]

For every bid \$100,000 or greater, all Contractors and Subcontractors shall have a public works bond, in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), before starting work on the project, unless exempt. A copy of the Contractors' BOLI Public Works Bond shall be provided with the executed contract documents.

Each Bid shall contain a statement indicating whether the Bidder is a "resident bidder", as defined in ORS 279A.120.

Each Bid shall contain a statement that the "Contractor agrees to be bound by and will comply with the provisions of ORS 279C.800 through 279C.870 regarding payment of Prevailing Wages".

Contractor shall certify nondiscrimination in obtaining required subcontractors, in accordance with ORS 279A.110(4).

School District 4J reserves the right to (1) reject any or all Bids not in compliance with all public bidding procedures and requirements, (2) postpone award of the Contract for a period not to exceed sixty (60) days from the date of bid opening, (3) waive informalities in the Bids, (4) select the Bid which appears to be in the best interest of the District, or (5) reject any or all bids.

Date: December 27, 2019

By: Diana McElhinney, Facilities Management Assistant

Published: Register Guard, Daily Journal of Commerce, ORPIN (Oregon Procurement Information Network)

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#### **DOCUMENT 00 21 13**

#### **INSTRUCTIONS TO BIDDERS**

#### PART 1 GENERAL

#### STANDARD FORM

Instructions to Bidders - AIA Document A701, 2018 Edition is included by reference. The document, as edited by Owner, is available for review at <a href="http://www.4j.lane.edu/bids/">http://www.4j.lane.edu/bids/</a>.

END OF DOCUMENT 00 21 13

#### DOCUMENT 00 22 13 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

#### PART 1 GENERAL

The following Supplementary Instructions to Bidders modify, change from or add to AIA Document A701 Instruction to Bidders, 1997 Edition. Where any Article of the Instructions to Bidders is modified or any paragraph, subparagraph, or clause thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, paragraph, subparagraph, or clause shall remain in effect.

#### 1.1 ARTICLE 2 BIDDER'S REPRESENTATIONS

- A. Add the following subparagraphs to 2.1.3:
  - 2.1.3.1 Bidders are required to attend any mandatory pre-bid conferences or tours as stated in the Advertisement for Bids. Bidders not attending this pre-bid conference and tour shall be disqualified from bidding. Bidders will be required to sign in at the project site prior to the conference or tour.
  - 2.1.3.2 Bidders are encouraged to visit the site(s) to become familiar with existing conditions. The Owner is not responsible and shall not bear financial burden for oversights made by the Bidder for failure to inspect sites prior to submitting a bid.
  - 2.1.3.3 In all cases, persons wishing to examine the area of work must sign in at the school office prior to visiting the work area. Prior to leaving the school, sign-out at the office is required.
  - 2.1.3.4 If access is required at times when the school office is not staffed, contact the Facilities Office, 541-790-7417, for assistance.
- B. Add the following paragraph 2.1.5:
  - 2.1.5 The Bidder certifies by signing the Bid that the Bidder has a drug-testing program in place for its employees that includes, at a minimum, the following:
  - .1 A written employee drug-testing program,
  - .2 Required drug testing for all new Subject Employees, or alternatively, requiring testing of Subject Employees every six months on a random selection basis,
  - .3 Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs, and
  - .4 Required testing of a Subject Employee when the Subject Employee is involved in: (I) an incident causing an injury requiring treatment by a physician, or (ii) an incident resulting in damage to property or equipment.

A drug-testing program that meets the above requirements will be deemed a "Qualifying Employee Drugtesting Program". For purposes of this rule an employee is a "Subject Employee" only if that employee will be working on the Project job site; and

That if awarded the Public Improvement Contract, the Bidder will execute a contract in which the Contractor shall represent and warrant to the District that the Qualifying Employee Drug-testing Program is in place at the time of contract execution and will continue in full force and effect for the duration of the Public Improvement Contract; and that the Contract will condition the Agency's performance obligation upon the Contractor's compliance with this representation and warranty; and

That the Public Improvement Contract shall contain Contractor's covenant requiring each subcontractor providing labor for the Project to:

- Demonstrate to the Contractor that it has a Qualifying Employee Drug-testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug-testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- .2 Require the subcontractor's Subject Employees to participate in the Contractor's Qualifying Employee Drug-testing Program for the duration of the subcontract.

#### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – DOCUMENT 00 22 13

#### 1.2 ARTICLE 3 BIDDING DOCUMENTS

#### A. 3.3 SUBSTITUTIONS

- 1. Add the following:
  - 3.3.2.1 All requests for approval must be submitted in duplicate on "Substitution Request Form". Include a self-addressed stamped envelope. Requests received by Architect less than ten (10) days prior to bid will not be considered.

#### B. 3.4 ADDENDA

- 1. Delete paragraph 3.4.1 and substitute the following:
  - 3.4.1 Addenda will be issued to plan centers listed in the Advertisement for Bids and all firms listed on the Planholder List.

#### 1.3 ARTICLE 4 BIDDING PROCEDURES

#### A. 4.1 PREPARATION OF BIDS

- 1. Add the following Paragraphs:
  - 4.1.8 Bidders shall certify to non-collusion practices on the form included as part of the Bid Form, to be submitted with the Bid Form.
  - .1 A Non-Collusion Affidavit is required for any contract awarded pursuant to the bid. According to the Oregon Public Contracts and Purchasing Laws, a public contracting agency may reject any or all bids upon a finding of the agency that it is in the public interest to do so (ORS 279C.395). This agency finds that it is in the public interest to require the completion of this affidavit by potential contractors.
  - .2 The Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
  - .3 Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation approval or submission of the bid.
  - .4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
  - .5 The term "complementary bid" as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
  - .6 Failure to file an Affidavit in compliance with these instructions will result in disqualification of the
  - 4.1.9 Bidders shall certify to non-discrimination in employment practices on the form, included as part of the Bid Form, to be submitted with the Bid Form. By submitting its bid, the Bidder certifies conformance to the applicable federal acts, executive orders, and Oregon statutes and regulations concerning affirmative action toward equal employment opportunities. All information and reports required by the federal or Oregon state governments having responsibility for the enforcement of such laws shall be supplied to the Owner in compliance with such acts, regulation, and orders.
  - .1 Failure to file an Affidavit in compliance with these instructions will result in disqualification of the
  - 4.1.10 Bidder shall indicate, on the Bid Form where provided, the bidder's status as a "resident" or "non-resident" in accordance with ORS 279C.365 and ORS 279A.120.

#### 4.1.11 First-Tier Subcontractor Disclosure:

- .1 Within two working hours after the date and time of the deadline when the bids are due, a Bidder shall submit to the District a disclosure of the first-tier subcontractors that will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and will have a contract value that is equal to or greater than 5% of the project bid or \$15,000, whichever is greater, or \$350,000, regardless of the percentage of the total project bid.
- .2 The disclosure of first—tier subcontractors shall include the name of each subcontractor, the category of work that the subcontractor would be performing, and the dollar value of each subcontract.
- .3 The first-tier subcontractor disclosure applies only to public improvements with a contract value of more than \$100,000.
- .4 The District will consider the bid of any contractor that does not submit a required subcontractor disclosure to the District to be a non-responsive bid. A non-responsive Bid will not be considered for Award.
- .5 Contractor shall certify that all subcontractors performing Work are registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.

#### B. 4.2 BID SECURITY

- 1. Delete paragraphs 4.2.2 and 4.2.3 and substitute the following:
  - 4.2.2 Each Bid shall be accompanied by a surety bond, cashiers check, or certified check, executed in favor of Eugene School District 4J, in the amount not less than ten percent (10%) of the total bid, based upon the total bid amount for those items bid upon. Should the Bidder refuse to enter into such Contract or fail to furnish Performance and Labor and Materials Payment Bonds and Certificates of Insurance as required by the Supplementary Conditions within ten (10) working days after contract forms are provided to the Bidder, the amount of the Bid Security may be forfeited to the Owner as liquidated damages, not as a penalty.
  - .1 The Surety Bond shall be written by a Bonding Company authorized and licensed by the Oregon Insurance Commissioner. The bonding company must be listed on the most current US Government Treasury List, Department Circular 570, or approved PRIOR TO BID SUBMISSION by the Eugene School District 4J's Risk Manager. The Bond shall be on a AIA Document A310, most current edition. The Attorney-in-Fact who executes the Bond on behalf of the Surety shall affix to the Bond, a certified copy of a power of attorney.
  - .2 The Owner will have the right to retain the Bid Security of Bidders until either; a) the Contract has been executed and Bonds have been furnished, or b) the specified time has elapsed so that Bids may be withdrawn, or c) all Bids have been rejected.

#### C. 4.4 MODIFICATION OR WITHDRAWAL OF BID

- 1. Delete paragraph 4.4.1 and substitute the following:
  - 4.4.1 A Bid may not be withdrawn or canceled by the Bidder following the time and date designated for the receipt of bids to the expiration of a 60 day period. The Bid for that sixty days is irrevocable and each Bidder so agrees in submitting a Bid.

#### 1.4 ARTICLE 6 POST-BID INFORMATION

- A. Delete Paragraph 6.1.
- B. Modify paragraph 6.3.1 as follows:

In the first sentence delete the phase "as soon as practicable" and add "within 48 hours."

- C. Add the following:
  - 6.3.1.4 Where asbestos abatement is required, Contractor or appropriate subcontractor shall be licensed by the Department of Environmental Quality to perform "asbestos abatement work", per OAR 340-248-0120,

#### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – DOCUMENT 00 22 13

Adopted 1/25/90, and meet requirements of AHERA as specified in the Federal Register, 40 CFR part 763. Bidder shall submit evidence of licensing to Owner.

#### 1.5 ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

#### A. 7.1 BOND REQUIREMENTS

- 1. Delete paragraphs 7.1.1, 7.1.2 and 7.1.3 and add the following:
  - 7.1.1 Unless otherwise stated in the solicitation document, prior to execution of the Agreement, the successful Bidder shall furnish a separate Performance Bond and a Labor Bond and Materials Payment Bond that in all respects conform to the requirements of ORS 279C.380 covering faithful performance of the Contract, and the payment of all obligations arising thereunder, each in an amount equal to one hundred percent (100%) of the Contract sum. The duration of the performance bond shall match the length of the project warranty.
  - 7.1.2 Bonds shall be submitted on AIA Document A312, latest edition.
  - 7.1.3 The surety issuing such bonds shall be duly authorized and licensed to issue bonds in the State of Oregon. The bonds shall be executed by an attorney-in-fact, principal or other authorized representative for the surety company, showing the Oregon agent for service, and bears the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds shall be shown. The Bonds shall be fully executed, payable to the Owner.
  - 7.1.4 The cost of furnishing such bonds shall be included in the Bid.

#### B. BOLI Public Works Bond:

#### 1. Add the following:

Pursuant to ORS 279C.836, for any contract awarded where the contract price is \$100,000.00 or greater, the Contractor and every subcontractor shall have a Public Works bond filed with the Construction Contractors Board before starting work on the project. This bond is in addition to performance bond and payment bond requirements. A copy of the Contractor's BOLI Public Works Bond shall be provided with the executed contract.

#### 1.2 TIME OF DELIVERY AND FORM OF BONDS

- A. Delete paragraph 7.2.1 and substitute the following:
  - 7.2.1 The successful Bidder will be provided with contract forms through the Architect. These forms shall be executed and delivered to the Owner, along with Performance Bond and Labor and Material Payment Bond, within ten (10) days after receiving forms.
- B. Add the following article:

#### ARTICLE 9 MISCELLANEOUS PROVISIONS

#### 9.1 ADMINISTRATIVE RULES

All bidders are required to comply with the provisions of Oregon Revised Statutes and 4J Board Policy. Attention is directed to ORS 244, Government Ethics; ORS 279A and 279C, Pubic Contracting Code; Oregon Administrative Rules, Chapter 137, Divisions 46, 48 and 49; and 4J Board Policy DJC.

#### 9.2 PROTEST OF BID

Protests of bid specifications or contract terms shall be presented to the Owner in writing five (5) calendar days prior to bid opening. Such protest or request for change shall include the reason for protest or request, and any proposed changes to specifications or terms. No protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting such protest.

#### 9.3 PROTEST OF AWARD

Any actual bidder or proposer who is adversely affected by the Owner's notice of award of the contract to another bidder or proposer on the same solicitation shall have seventy two (72) hours from the notice of award to submit to the Owner, a written protest of the notice of award. In order to be an adversely affected or aggrieved bidder or proposer with a right to submit a written protest, a bidder or proposer must itself claim to

#### **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – DOCUMENT 00 22 13**

be eligible for award of the contract as the lowest responsible bidder or best proposer and must be next in line for award.

#### 9.4 FINAL AWARD

The written notice of award of the contract shall constitute a final decision of the Owner to award the contract if no written protest of the notice of award is filed with the Owner within the designated time.

END OF DOCUMENT 00 22 13

#### DOCUMENT 00 41 13 BID FORM

CIP Number 460 170 001

DID TOIL	Asbestos Abatement Project 2020	CII I (dilioti I)	, , , , , , , , , , , , , , , , , , ,
Submitted to:	Facilities Management Eugene School District 4J 715 West Fourth Avenue Eugene, Oregon 97402	Bid Deadline:	2:00 pm January 23, 2020
Submitted by:	(Company Name)		
perform all worl	I proposes to furnish all material, equipment in strict accordance with the Contract Document on or prior to the dates indicated:		
BASE BID:			
Bid:	(Words)		(Figures)
	(Words)		(Figures)
The undersigned specified in Sect	d agrees, if awarded the Contract, to substant tion 01 11 00.	tially complete all	Base Bid work on or before the dates
	BIDS d proposes to adjust the Base Bid indicated a scribed in the Project Manual.	above the items of	work relating to the following
	NO. 1: e Bid scope of work items with the alternate in 1.4, Work Sequence	project schedule p	rovided in Summary of Work Section
Bid:	(Words)		\$
The undersigned specified in Sect	d agrees, if awarded the Contract, to substant	cially complete all	(Figures) Alternate work on or before dates
or all of such Al	that the Base Bid may be adjusted for any al ternates may be accepted or reinstated by the by the Owner, at the respective amounts na	e Owner at any tim	
BID SECURIT	Y		

Accompanying herewith is Bid Security, which is not less than ten percent (10%) of the total amount of the Base Bid plus additive alternates.

#### **STIPULATIONS**

**BID FOR:** 

Edison Elementary School

The undersigned acknowledges the liquidated damages provision included in the Supplementary Conditions.

The undersigned agrees, if awarded the contract, to comply with the provisions of Oregon Revised Statutes 279C.800 through 279C.870 pertaining to the payment of prevailing rates of wage.

The undersigned agrees if awarded the contract to comply with Oregon Revised Statutes 326.603 giving the Owner authority to obtain fingerprints and criminal records check of Contractors, their employees, and subcontractors providing labor for the Project.

The undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within ten (10) working days

#### **BID FORM - DOCUMENT 00 41 13**

after receiving contract forms, a signed Agreement and a satisfactory Performance Bond and Payment Bond each in an amount equal to 100 percent (100%) of the Contract Sum.

For every Agreement of \$100,000 or greater in value, all Contractors and Subcontractors shall have a public works bond in the amount of \$30,000, filed with the Construction Contractors' Board (CCB), in compliance with ORS 279C.836, before starting work on the project unless exempt. Contractor agrees to provide a copy of the Contractor's BOLI Public Works bond with the signed Agreement as Specified in the Supplementary Conditions.

The undersigned agrees that the Bid Security accompanying this proposal is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named agreement and bonds; and that if the undersigned defaults in executing that agreement within ten (10) days after forms are provided or providing the bonds, then the Bid Security shall become the property of the Owner; but if this proposal is not accepted within sixty (60) days of the time set for the opening of bids, or if the undersigned executes and delivers said agreement and bonds, the Bid Security shall be returned.

By submitting this Bid, the Bidder certifies that the Bidder:

- a) has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
- b) has a satisfactory record of past performance;
- c) has a satisfactory record of integrity, and is not disqualified under ORS 279C.440;
- d) is qualified legally to contract with the Owner; and
- e) will promptly supply all necessary information in connection with any inquiry the Owner may make concerning the responsibility of the Bidder.

Prior to award of a Contract, the Bidder shall submit appropriate documentation to allow the Owner to determine whether or not the Bidder is "responsible" according to the above criteria.

The contractor agrees with the provisions of Oregon Revised Statutes 279C.505, which requires that the contractor shall demonstrate it has established a drug-testing program for employees and will require each subcontractor providing labor for the Project to do the same.

The undersigned has received addenda numbers	to	inclusive and has inclusive	uded their	provisions i	n
the above Bid amounts					

The undersigned has visited the site to become familiar with conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

#### **BID FORM – DOCUMENT 00 41 13**

Bidder under ORS. (	"Resident" or	'Non-resident", to be
(City)	(State)	(Zip)
FAX Number:		
	Date: _	
P	artnership	
	(City)  FAX Number:  Printed Name: partnership, one of the partners	(City) (State)  FAX Number:  Printed Name: partnership, one of the partners must sign bid).  Date:  Corporation Partnership Individual

Enclosed: Bid Security

#### NON-DISCRIMINATION REQUIREMENT

Contractor certifies that the Contractor has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontracts.

The Contractor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, color, religion, sex, national origin, physical or mental handicap, sexual orientation or age, unless based upon bona fide occupational qualifications, and that they are otherwise in compliance with all federal, state and local laws prohibiting discrimination, with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the School District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

FIRM NAME:		
ADDRESS:		
TELEPHONE:		
BY:	(Company or Firm Officer)	
DV.	(Company or Firm Officer)	
BY:	(Type or Print Name)	

#### NON-COLLUSION AFFIDAVIT

STATE OF	
County of)	
I state that I am of	(Name of Firm)
(Title) and that I am authorized to make this affidavit on behalf of my firm, and its o person responsible in my firm for the price(s) and the amount of this bid.  I state that:	
(1) The price(s) and amount of this bid have been arrived at independent communication or agreement with any other contractor, bidder or potential bit appendix.	
(2) That neither the price(s) nor the amount of this bid, and neither the a amount of this bid, have been disclosed to any other firm or person who is a benot be disclosed before bid opening.	bidder or potential bidder, and they will
(3) No attempt has been made or will be made to induce any firm or persontract, or to submit a bid higher than this bid, or to submit any intentionally form of complementary bid.	
(4) The bid of my firm is made in good faith and not pursuant to any agr from, any firm or person to submit a complementary or noncompetitive bid.	reement or discussion with, or inducement
(5), its affiliates, subsidiarie	s, officers, directors and
(Name of my Firm) employees are not currently under investigation by any governmental agency convicted of or found liable for any act prohibited by State or Federal law in a collusion with respect to bidding on any public contract, except as described I state that understands and acknowled understands and acknowled	and have not in the last four years been any jurisdiction, involving conspiracy or on the attached appendix.
are material and important, and will be relied on by School District 4J in awa submitted. I understand and my firm understands that any misstatement in th fraudulent concealment from School District 4J of the true facts relating to the	arding the contract(s) for which this bid is is affidavit is and shall be treated as
(Authorized Signature)	
Sworn to and subscribed before me this day of, 20	
(Notary Public for Oregon)	
My Commission Expires:	
END OF BID FORM	
Updated 1/4/18	

#### DOCUMENT 00 45 22 FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**PROJECT:** Edison Elementary Asbestos Abatement Project 2020 CIP NUMBER: 460.170.001 TO: Diana McElhinney, Facilities Management Assistant Eugene School District 4J 715 West Fourth Avenue Eugene, Oregon 97402 BID SUBMISSION DEADLINE: Date: January 23, 2020 Time: 2:00 PM SUBMITTAL REQUIREMENTS Subcontractor disclosure is required on all public improvement contracts greater than \$100,000. This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time. List below the name of each subcontractor that will be furnishing labor or labor and materials, and that is required to be disclosed, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.) SUBCONTRACTOR DOLLAR VALUE CATEGORY OF WORK The above listed first- tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than: a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.] b) \$350,000 regardless of the percentage of the total Contract Price Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award. Form submitted by (Bidder Name): Contact Name: Phone: \_\_\_\_\_

END OF DOCUMENT 00 45 22

#### **DOCUMENT 00 52 13**

#### FORM OF AGREEMENT

#### PART 1 GENERAL

#### STANDARD FORM

The form of Agreement will be executed on AIA Form A 101, Standard Form of Agreement Between Owner and Contractor, 2017 edition, which is included by reference. The document, as edited by Owner, is available for review at http://www.4j.lane.edu/bids/.

END OF DOCUMENT 00 52 13

#### **DOCUMENT 00 72 13**

#### **GENERAL CONDITIONS**

#### PART 1 GENERAL

#### STANDARD FORM

General Conditions of the Contract for Construction AIA Document A-201, 2017 edition, is included by reference. The document, as edited by Owner, is available for review at <a href="http://www.4j.lane.edu/bids/">http://www.4j.lane.edu/bids/</a>.

The Contractor and all Subcontractors shall read and be governed by them.

#### CONFLICTS

In the case of conflicts between the General Conditions and these Specifications, the Specifications govern.

END OF DOCUMENT 00 72 13

#### **DOCUMENT 00 73 43**

#### PREVAILING WAGE RATES

#### PART 1 GENERAL

The Prevailing Wage Rates dated July 1, 2019, including any subsequent corrections or amendments issued by the Oregon Bureau of Labor and Industries, are included as a portion of the Contract Documents by reference. Copies are available for review at the office of Facilities Management, School District 4J, and can be viewed on line at www.boli.state.or.us. Click on Prevailing Wages, then PWR Rate Publications, and then Prevailing Wage Rates for Public Works Contracts in Oregon (subject only to state law).

END OF DOCUMENT 00 73 43

#### SECTION 01 11 00 SUMMARY OF WORK

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of removal and disposal of all asbestos-containing building materials, mercury-containing light tubes and switches, and suspect PCB-containing light ballasts to facilitate building demolition. Project includes selective demolition of building components to access asbestos-containing materials.
  - 1. Project Location: 1328 East 22<sup>nd</sup> Avenue; Eugene, Oregon
  - 2. Owner: Eugene School District 4J, 715 West Fourth Avenue, Eugene, OR 97402.
- B. Architect Identification: The Contract Documents were prepared for this Project by PBS Engineering and Environmental.
- C. Project Manager: Doug Lemonds has been appointed by Owner to serve as Project Coordinator.

#### D. BASE BID

- 1. Work under this contract includes the removal of asbestos-containing materials, selective demolition, and related work. The specific scope of work follows below; refer to the attached drawings for additional information. Material quantities given are approximate. Contractor shall remove and dispose of all building finishes, mechanical equipment, loose furnishings, built-in casework and fixtures, and any other obstructions from the work areas to access concealed materials.
  - a. Floor Tile and Mastic Abatement Remove and dispose of all asbestos-containing floor tile and mastic throughout the building. The tile and mastic is concealed under other non-asbestos floor coverings in some locations, and is applied to concrete and wood product substrates. Floor tile is also concealed under some interior demising walls; remnant floor tile is assumed to be present in previously abated areas. Refer to the abatement drawings for additional information and locations. Material quantities are as follows:
    - 1) (+) floor tile and (+) mastic on concrete: 8,265 SF
    - 2) (+) floor tile and (+) mastic on wood underlayment: 340
  - b. Sheet Floor Covering Abatement Remove and dispose of all asbestos-containing sheet floor coverings throughout the building. The sheet flooring is applied to concrete and wood product substrates. Material quantities are as follows:

Concrete substrates: 2,210 SF
 Wood underlayment: 185 SF

- c. Poured Flooring/Mastic Abatement Remove and dispose of all asbestos-containing poured flooring and all underlying asbestos-containing mastic from one staircase. Approximately 100 square feet of stairs with poured flooring and mastic applied to concrete is present.
- d. Pipe Insulation Abatement Remove and dispose of all asbestos-containing pipe insulation and pipe fitting insulation, and all associated debris throughout the facility. Concealed insulation is present in pipe chases, wall cavities, and above ceilings. Contractor shall perform selective demolition as necessary to expose and abate concealed insulation. Contractor shall perform heating unit (ventilators, convectors, and radiators) demolition to access pipe penetration packing materials. Approximately 42 heating units are present. The scope of work includes removal and disposal of up to 600 linear feet of pipe insulation.
- e. Chalkboard and Mastic Abatement Remove and dispose of all assumed asbestos chalkboards and all associated mastic from the areas indicated on the abatement drawings. The chalkboards are concealed behind whiteboards, bulletin boards, and other wall hangings. Chalkboard panels range in size from 144" x 42" to 92" x 42". Approximately 17 panels (480 SF) are present.
- f. Cement Asbestos Door Panel Abatement Remove and dispose of all cement asbestos board panels attached to doors located in the basement crawlspace and custodial room. Approximately 10 panels (116 SF) are present.
- g. Built-up Roofing Abatement Remove and dispose of all asbestos-containing built-up roofing material concealed within an interstitial space between an upper level corridor ceiling and a newer roof structure. Approximately 730 square feet of concealed roofing material is present.
- h. Window Glazing Compound Abatement Remove and dispose of all asbestos containing window glazing compound from the interior and exterior of the building. Window unit sizes range from 92" x 46" to 48" x 32" and contain multiple panes. A summary of window unit quantities is presented below; refer to abatement drawings for locations.
  - 1) Multi-pane Window units: 13
  - 2) Single-pane units: 1
- i. Window Frame Sealant Abatement Remove and dispose of operable windows with asbestos-containing window frame sealant and/or glazing compound. The operable windows are set within larger, multi-pane window units. A total of 12 operable windows are present in sizes ranging from approximately 43" x 32" to 43" x 28"
- j. Pipe Flange Gasket Abatement Remove and dispose of all assumed asbestos-containing gasket material concealed within pipe flange connections located in the boiler room. Contractor shall assume up to 10 pipe flange connections will require abatement. Contractor may coordinate with the District's demolition contractor in performing this abatement task.
- k. Fire Door Abatement Remove and dispose of up to six fire-rated doors with an assumed asbestos core.

- 1. Sink Basin Undercoat Abatement Remove and dispose of one double-basin sink with an asbestos-containing undercoat material.
- m. Covebase and Mastic Removal Remove and dispose of all covebase and covebase mastic containing less than 1% asbestos from Room 3 on the lower level, and the library on the upper level.
- n. Mercury Switch Abatement Remove and properly dispose of a total of three (3) mercury switches associated with boiler ancillary equipment in the Boiler Room.
- o. Fluorescent Light Fixture Abatement Inspect all fluorescent light fixtures throughout the facility for the presence of PCB-containing ballasts, and remove and properly dispose of all suspect PCB-containing ballasts. Leaking ballasts shall be handled in accordance with specifications and all state and federal regulations. Light fixture components with residual fluid from any leaking ballasts shall be removed and properly disposed of. All fluorescent light tubes are assumed to contain mercury. Contractor shall properly handle, remove and recycle all fluorescent light tubes, including stockpiled tubes. Approximately 435 light fixtures are present.

#### E. ALTERNATE BID #1

- 1. The Alternate Bid includes all worked described in the Base Bid scope of work with an alternate project schedule as defined in Work Sequence Section 1.4 below.
- F. Contractor shall coordinate with the Owner to arrange for safely de-energizing all electrical fixtures prior to impact or removal.
- G. If suspect asbestos-containing materials are identified by the Contractor that are not identified in the abatement scope of work, all testing shall be conducted by the Owner. Contractor shall notify the Owner and the Owner shall provide sampling and analysis at the Owner's expense. Contractor is not authorized to collect or analyze bulk samples from Owner property.
- H. The Contractor and all sub-contractors under this contract performing abatement or demolition tasks on painted surfaces shall comply with all applicable lead paint regulations in OAR 437-Division 3, 1926.62 Lead in Construction Standard.

#### 1.3 CONTRACT

- A. Project will be constructed under a general construction contract.
  - 1. Edison Elementary School Asbestos Abatement Project 2020

#### 1.4 WORK SEQUENCE

- A. Do not commence Work until after execution of Agreement and receipt of Notice-to-Proceed from Owner.
- B. The Base Bid scope of work shall begin on July 6, 2020 and shall be substantially complete by July 27, 2020.

- C. The Alternate Bid scope of work shall begin on October 1, 2020 and shall be substantially complete by October 22, 2020.
- D. Work will be deemed substantially complete when all specified materials have been removed, final visual inspections and clearance air monitoring have been satisfactorily completed, all containment barriers have been removed, and all waste has been removed from the premises and properly disposed of.
- E. Achieve Final Completion within two (2) days following the date of Substantial Completion.

#### 1.5 USE OF PREMISES

- A. Work Area Access: Buildings will not be occupied during work. Access to the work area will be available 24 hours a day 7 days a week. Contractor shall comply with all local noise ordinances when conducting after hours work.
- B. Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public, subject to approval by a District Safety Specialist.
- C. Site Access: Maintain drives and building entrances and exits clear and protected at all times to Owner's, employees, and public access and for use by emergency personnel. Do not use these areas for parking or storage. Schedule deliveries to minimize space and time requirements for storage of materials at site.
- D. Parking: A contractor parking area will be identified prior to start of project.
- E. Contractor Staging Areas: A staging area will be identified prior to start of project.
- F. Construction Operations: Limited to areas indicated on Drawings.

#### 1.6 WORK UNDER SEPERATE CONTRACTS

- A. Owner will award a separate contract for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
- B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

#### 1.7 FUTURE WORK

A. Future Contracts: Owner will award separate contracts for additional work to be performed at the site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

#### 1.8 PRODUCTS ORDERED IN ADVANCE

A. General: Owner has negotiated Purchase Orders with suppliers of material and equipment to be incorporated into the Work. Owner has assigned these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.

- 1. Contractor's responsibilities are the same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase-Order agreements.
- 2. The Schedule of Products Ordered in Advance is included at the end of this Section.

#### 1.9 OWNER-FURNISHED PRODUCTS

- A. The Owner will provide power supply sources at multiple locations without charge for use by the Contractor. The Contractor shall provide all connections and all means of conveying power to required locations. Contractor shall be responsible for electrical safety measures including ground fault protection, waterproof temporary lighting, cords, and spider boxes.
- B. The Owner will provide water from one source in a single location for use by the Contractor. In the event that the Owner's water source is insufficient for construction purposes, the Contractor shall provide water for construction purposes and pay costs of the water.

#### 1.10 MISCELLANEOUS PROVISIONS

#### A. BACKGROUND CHECK -

1. Individuals with whom the District contracts with, or any employee, agent, subcontractor or provider who will have direct, unsupervised contact with students, shall be required to submit a 4J Volunteer Background check and undergo a state nationwide fingerprinting and criminal history records check, in accordance with the provisions of ORS 326.603 and ORS 326.607. Individuals or Proposer, and not the District, shall be responsible for the fees associated with fingerprinting and the criminal history records check, not to exceed the actual costs (ODE \$59.00 and outside fingerprinting vendor \$12.50). Individuals contracting with the District will be required to fill out and submit a background check bv logging on following https://www.4j.lane.edu/hr/icbackgroundprocess/ and follow the process.

#### B. DRUG AND ALCOHOL POLICY

1. The possession, use, or distribution of illicit drugs and alcohol on school premises is prohibited. Prescription medications brought to the project site shall be in the original container bearing the name of the drug, the name of the physician and the prescribed dosage.

#### C. USE OF TOBACCO PRODUCTS

1. Smoking and the other use of tobacco products is prohibited on all school district property pursuant to OAR 581-021-0110.

#### D. SAFETY REOUIREMENTS

- 1. Safety must not be sacrificed for the sake of productivity or expedience. Safety of students, staff, and the public is critical. Take all reasonable precautions to prevent endangerment or injury. Advise and coordinate operations with the school office.
- 2. All contractors who perform work on District property, and their employees, are expected to know the District's expectations for safe work and to adhere to those expectations.

3. Contractor's are to adhere to the regulations of Oregon OSHA for all projects within the School District

#### E. GENERAL SAFE WORK PRACTICES

- 1. Students, public and school staff shall not be put at risk by the activities of contractors or their employees.
- 2. Safe vehicle operation rules are to be followed at all times. These include positioning vehicles to minimize the necessity of backing and providing a "spotter", someone who will make sure that people do not run into the path of a vehicle when driving on a playground or field that is occupied by students.
- 3. Tools shall never be left out when an unsecured work area is vacated.
- 4. Ladders and scaffolding will be taken down when an unsecured work area is vacated.
- 5. Open holes and other tripping hazards shall be fenced or barricaded when an unsecured work area is vacated.
- 6. Operations resulting in vapors, emissions or flying objects shall be conducted in such a way as to prevent exposure to any unprotected parties or property.
- 7. "Secured Work Area" is defined as an area having a perimeter cyclone fence at least 6 feet in height, with gates which close and lock so that no casual entrance is possible by unauthorized adults or children.
- 8. Contractor to follow all OR-OSHA rules for Confined Spaces, where applicable.

#### F. COMMUNICATIONS REGARDING UNSAFE PRACTICES

- 1. Upon perceiving a problem, the District will immediately communicate the concern to the Contractor or Contractor's representative on the work site.
- 2. If agreement on correction of unsafe conditions cannot be reached, the concerns of the District shall prevail and safety concerns shall be addressed in accordance with the District requirements.

#### G. ELECTRICAL PANELS - LOCKOUT/TAGOUT

1. Contractor shall implement a Lockout/Tag-out program for his employees who take equipment out of service or place equipment back into service. Contractor shall review the District's Energy Control Program prior to commencing work. Rules applying to this procedure are Oregon Occupational Safety and Health Code OAR 437, Division 2, Subdivision J, General Environmental Controls Lockout/Tag-out (1919.147), or latest edition.

#### H. ARC FLASH – ELECTRICAL SAFETY

1. Contractor shall comply with NFPA 70E (Electrical Safety in the Workplace), current edition. Contractor shall comply with Oregon OSHA 1910.137 (Personal Protective Equipment). The Contractor shall review with the School District Project Manager the 'Eugene School District Electrical Safety Program' before any work commences. The Contractor shall comply with all 'Arc Flash' and 'Electrical Safety' protocols referenced in

any and all NFPA, OSHA, OROSHA, NEC, NESC, UL, IBC, IFC and ANSI documents (current editions).

#### I. POTENTIALLY HAZARDOUS PRODUCTS

- 1. The District attempts to maintain a safe and healthy environment for students and staff. The Contractor is therefore required to follow District guidelines controlling the use of potentially hazardous products and to use these products in a safe manner. Guidelines include the use of materials (adhesives, coatings, carpeting, etc.) which are known to emit little or no airborne pollutants.
- 2. MSDS information is required for all potentially hazardous products. The Project Manager and a District Safety Specialist will review these and determine what, if any, mitigation procedures will be required.
- 3. Contractor is to maintain and post copies of all MSDS information at the project site and adhere to the required controls.
- 4. Contractor is to ensure that work area by students and teachers is restricted. The District will provide signage appropriate for this purpose. The Contractor is to construct and maintain appropriate barriers. This shall include provision of physical separation barriers between "construction" and "occupied" spaces.
- 5. Contractor to adopt means of maintaining the construction space in negative air pressure in relation to occupied spaces.
- 6. Where there is a new or existing ventilation system in an affected space, the system shall be adjusted to provide the maximum amount of outside air possible with the system.
- 7. Efforts shall be made to install and operate new ventilation systems as soon in the construction process as practical.

#### J. ASBESTOS CONTAINING MATERIALS WARNING

- 1. Asbestos containing materials are known to exist in areas of the Work. The Contractor shall not, in any way, disturb materials which are known to contain asbestos, assumed to contain asbestos, or otherwise have not been tested and confirmed to be asbestos free.
- 2. Where access to concealed spaces is required, or it is necessary to disturb building materials such as for drilling of holes, cutting, etc., notify the Owner so that proper investigation and/or removal procedures are followed.
- 3. Prior to commencing Work, the Contractor shall meet with the District Safety Specialist and review the Owner's Asbestos Management Plan for the locations of asbestos-containing materials and/or materials assumed to contain asbestos. After reviewing the Owner's Asbestos Management Plan, the Contractor is required to sign Form 01 11 00A, Asbestos-containing Materials Notification Statement, provided at the end of this Section.
- 4. Contractor must not install any asbestos-containing materials when performing the Work of this project. At the completion of the Work, Contractor will be required to furnish a statement stating that no asbestos-containing materials were installed during the course of the Work. Refer to Sample Form 01 11 00B at the end of this Section.

#### **SUMMARY OF WORK – SECTION 01 11 00**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - SCHEDULE OF PRODUCTS ORDERED IN ADVANCE

Updated 1/4/18

#### Form 01 11 00A

# ASBESTOS-CONTAINING MATERIALS NOTIFICATION STATEMENT FOR CONTRACTORS

This form must be completed and signed by the Contractor prior to beginning work in any Eugene School District 4J building.

The presence of known and assumed asbestos containing materials is documented in the AHERA Management Plan for each building. Copies of the AHERA Management Plan are available in the main office of each building and in the Facilities Management Office at 715 West Fourth Avenue, Eugene, Oregon. The District Asbestos Specialist must be informed of the Contractor's activities in each building prior to the start of work so that the Contractor can be informed on how to use the AHERA Management Plan and to determine if any asbestos-containing materials are likely to be impacted by the work of the Contractor.

The Contractor is responsible for notifying all employees and subcontractors of the presence of asbestos in the building. The Contractor shall not disturb known or assumed asbestos-containing materials. If the Contractor discovers suspected asbestos-containing materials that have not been identified, the Contractor must stop any work impacting the suspected materials and notify the District Asbestos Specialist so that the material can be sampled. Any asbestos-containing materials that must be removed to allow the Contractor to complete the Contractor's work will be removed by the District under separate contract. If the Contractor disturbs asbestos-containing materials, the Contractor will be responsible for the cost of the cleanup and decontamination.

I (Print Name of Representative)	,	Representing	(Business Name)
have been notified of the location of known or assumed asbestos-containing			
Signature of Representative		Date	
Work Site		CIP#	

#### Form 01 11 00B

The Environmental Protection Agency (AHERA) rules require the School District obtain a signed statement from the Site Superintendent that, to the best of his/her knowledge, no asbestos-containing building materials were installed during the Work. Therefore, the following statement must be submitted on the Contractors letterhead prior to Project Closeout.

#### **SAMPLE FORM**

(To be submitted on the Contractor's letterhead)

#### ASBESTOS-CONTAINING MATERIALS STATEMENT

#### **EUGENE SCHOOL DISTRICT 4J**

(Name of Project and CIP Number)
We the undersigned, (Name of Company), hereby warrant that to the best of our knowledge all materials furnished for the above referenced project contain 0% asbestos.
(Name of Construction Company)
(Signature and Date)
Printed Name
Job Title

END OF SECTION 01 11 00

#### **SECTION 01 25 00**

#### CONTRACT MODIFICATION PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 0 Document 00 52 13 "Form of Agreement" for monetary values of established Unit Prices and Alternates.
  - 2. Division 0 Document 00 72 13 "General Conditions" for additional requirements for Changes in the Work, Contract Sum, and Contract Time.
  - 3. Division 1 Section 01 33 00" Submittal Procedures" for Schedule of Values requirements.
  - 4. Division 1 Section 01 60 00 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

A. Architect, with the concurrence of the Owner, will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time

#### 1.4 CHANGE REQUEST/PROCEED ORDER (CONSTRUCTION CHANGE DIRECTIVE)

- A. Architect or Owner may issue a Change Request/Proceed Order on form included at end of Part 3.
  - 1. Change Request contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  - 2. Proceed Order, when signed by the Owner, instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Proceed Order.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### CONTRACT MODIFICATION PROCEDURES – SECTION 01 25 00

- C. Authorization Required: When a Change Request is approved and signed by the Owner, it becomes a Proceed Order authorizing the change requested. Do not proceed with any change without the Owner's signature on the Change Request/Proceed Order.
- D. Owner-Initiated Change Requests: Architect will issue a Change Request, which will include a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Change Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Change Request after receipt of Change Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a complete cost breakdown including a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor, supervision, overhead, and profit directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- E. Contractor-Initiated Requests: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.
  - 1. Changes requested by the Contractor will be authorized only by signature of the Owner on the prescribed. Do not proceed with any changes without this authorization.
  - 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 5. Include costs of labor, supervision, overhead, and profit directly attributable to the change.
  - 6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 7. Comply with requirements in Division 1 Section 01 60 00 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

#### **CONTRACT MODIFICATION PROCEDURES – SECTION 01 25 00**

F. Change Request Form: Use forms provided by Owner. Sample copies are included at end of Section 3.

#### 1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Change Request, and at intervals to be determined, Architect will collect Change Requests and issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

#### **CONTRACT MODIFICATION PROCEDURES - SECTION 01 25 00**

### CHANGE REQUEST/PROCEED ORDER

2019-2023 Capital Improvement Program Eugene School District 4J

Change Request No.: Co	ontroot No :	Data		
Project Title:Contractor:				
. REQUEST INFORMATION Estimated \$			Initiated by	
Reason for change:			initiated by	
2. <b>DESCRIPTION</b> Describe changes:				
Describe affected work:				
List plan and spec sections:				
Describe impacted activities: Comment:				
DATES     Need for change first known	By whom			
Contractor first notified				
Owner first notified	<del></del>			
Date approved or rejected	By whom			
A. RECOMMENDATION (cost and time	ne)			
PROCEED ORDER				
PROCEED ORDER NO.:	Date:			
PAYMENT/COST	TI.			
		e contract time will b		
		) will remain unchan	reased by day	S
Type of payment (LS/T&M)	`	) will remain unchair	geu	
2. MISCELLANEOUS				
Subcontractors involved: Major materials:				
The cost is not to exceed \$				
3 CHANGE REQUEST ACCEPTED I		to:		
Contractor:	Da	te:		
Architect:	1 10			
Architect:		te:		
Architect:4J CIP Project Manager:4J CIP Program Manager:	Da	te: te:		

Without the signature of Facilities Director, or the acting Director, this Proceed Order is neither accepted or authorized, except by written authorization of other specific delegation.

END OF SECTION 01250

#### **SECTION 01 29 00**

#### PAYMENT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 1 Section 01 25 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 1 Section 01 77 00 "Closeout Procedures" for final Application for Payment.

#### 1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect and Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Application for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.

- c. Architect's project number.
- d. Contractor's name and address.
- e. Date of submittal.
- 2. Submit draft of AIA Document G703 Continuation Sheets.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
- 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

#### PAYMENT PROCEEDURES – SECTION 10 29 00

- 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
- 2. Include amounts of Change Orders issued before last day of construction period covered by application.
- 3. Transmittal: Submit 2 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of Values (draft submitted previously).
  - 3. Contractor's Construction Schedule (preliminary if not final).
  - 4. Products list.
  - 5. Schedule of unit prices.
  - 6. Submittals Schedule (based Architect's list or required submittals).
  - 7. List of Contractor's staff assignments.
  - 8. Initial progress report.
  - 9. Report of preconstruction conference.
- E. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- F. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout procedures (See itemized list in Section 01 77 00 "Closeout Procedures").
  - 2. Updated final statement, accounting for final changes to the Contract Sum.
  - 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims,"
  - 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 5. AIA Document G707, "Consent of Surety to Final Payment."
  - 6. Evidence that claims have been settled.
  - 7. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 10 29 00

#### **SECTION 01 31 00**

#### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Administrative and supervisory personnel.
  - 2. Project meetings.
- B. Related Sections include the following:
  - 1. Division 1 Section 01 73 00 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Division 1 Section 01 77 00 "Closeout Procedures" for coordinating Contract closeout.

#### 1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, which depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

#### 14 SUBMITTALS

A. Key Personnel Names: Within 15 days of Notice-to-Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including pager, cell, and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

# 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Schedule meeting dates and times with Owner and Architect.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Architect will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, within three days of receiving them from the Architect.
- B. Preconstruction Conference: Owner's Project Manager will schedule a preconstruction conference before starting construction, no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 1. Attendees: Owner's Project Manager, Architect, and their consultants, as required; Contractor and its superintendent; major subcontractors; suppliers; and other concerned

- parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
- 2. Agenda: Discuss items of significance that could affect progress, including the following (see sample agenda at the end of Part 3):
  - a. Introduction of persons present.
  - b. Tentative construction schedule.
  - c. Phasing
  - d. Critical work sequencing and long-lead items.
  - e. Designation of key personnel and their duties.
  - f. Procedures for processing field decisions and Change Orders.
  - g. Procedures for requests for interpretations (RFIs).
  - h. Procedures for testing and inspecting.
  - i. Procedures for processing Applications for Payment.
  - j. Distribution of the Contract Documents.
  - k. Communications.
  - 1. Role of District's Project Manager.
  - m. Submittal procedures, including MSDS information.
  - n. Energy design requirements.
  - o. Preparation of Record Documents.
  - p. Use of the premises and existing building.
  - q. Work hours and restrictions.
  - r. Owner's occupancy requirements.
  - s. Responsibility for temporary facilities and controls.
  - t. Construction waste management and recycling.
  - u. Parking availability.
  - v. Office, work, and storage areas.
  - w. Equipment deliveries and priorities.
  - x. Safety and first aid.
  - y. Security.
  - z. Progress cleaning.
- 3. Minutes: Architect will record and distribute meeting minutes.
- 4. Statements made by the Contracting Agency's representative at the pre-construction conference are not binding upon the Contracting Agency unless confirmed by Written Addendum.
- C. Preinstallation Conferences: When required by individual specification sections, conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner's Project Manager a minimum of four days prior to scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract documents.
    - b. Related requests for interpretations (RFIs).
    - c. Related Change Orders.

- d. Purchases.
- e. Deliveries.
- f. Submittals.
- g. Possible conflicts.
- h. Compatibility problems.
- i. Time schedules.
- j. Weather limitations.
- k. Manufacturer's written recommendations.
- 1. Warranty requirements.
- m. Compatibility of materials.
- n. Acceptability of substrates.
- o. Space and access limitations.
- p. Regulations of authorities having jurisdiction.
- q. Testing and inspecting requirements.
- r. Installation procedures.
- s. Coordination with other work.
- t. Required performance results.
- u. Protection of adjacent work.
- 3. Contractor to record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Distribute minutes of the meeting to each party present and to parties who should have been present, within three working days.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
  - 1. Attendees: In addition to the Owner's Project Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Provide in a format no larger than 11x17" and discuss a 3 week look-ahead schedule. The look-ahead schedule is required to be directly from the Project Master Schedule and to only show 3 weeks of work. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Work hours.
  - 10) Hazards and risks.
  - 11) Progress cleaning.
  - 12) Quality and work standards.
  - 13) Status of correction of deficient items.
  - 14) Field observations.
  - 15) Requests for interpretations (RFIs).
  - 16) Status of proposal requests.
  - 17) Pending changes.
  - 18) Status of Change Orders.
  - 19) Pending claims and disputes.
  - 20) Documentation of information for payment requests.
- 3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# PRECONSTRUCTION CONFERENCE AGENDA

Eugene School District 4J Edison Elementary School Asbestos Abatement Project 2020

December 27, 2019

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1.	()	Introduction of Persons Present  () District 4J  () Consultants () Contractor (including job foreman) () Subcontractors
2.	()	Availability of Contract Documents
3.	()	Building Permit Status  () Plan check and Building Permit paid by District  () Pick up Permit at City of Eugene by Contractor  () Location of site stored approved contract documents  () Utility permits  () LRAPA Permit
4.	()	Prevailing Wage Requirements  ( ) Submittal schedule  ( ) Conformance with requirements
5.	()	Communications ( ) Notification of problems
6.	()	Role of District's representative () Limits of authority () Visitation schedules
7.	()	Work Description and Schedule  () General work description  () Proposed start date:  () Proposed completion date:  () Proposed project schedule and phasing  () Progress schedule updates  () Methods to be employed to maintain schedule  () Work requiring Shop Drawings or submittals shall not commence until review is complete.
8.	()	Submittals Required per Contract Documents  () MSDS Information  () Written proof of Asbestos Worker Certification  () Name, Experience and Qualifications of Asbestos Supervisor  () Copy of Contractor's Asbestos Abatement License

		<ul> <li>() Other information as required by Section 01 31 00.</li> <li>() Schedule of values</li> <li>() List of subcontractors including name of contact person, telephone number, and address</li> </ul>		
9.	()	Construction  () Working hours  () Use of premises/set up locations  () Protection of existing facilities  () Traffic and protection  () Excavation and clean-up  () Weather restrictions  () Deviation from details and/or specifications		
10.	()	Correction of Defects  ( ) Daily and/or as observed		
11.	()	Weekly On-Site Progress Meetings  () Establish day and time: DayTime  () Provide updated project schedules  () Discuss project progress, problems, etc.  () Review applications for payment  () Required attendance  () Observation report distribution		
12.	()	Change Order Requests and Change Order Procedures  () Written Change Order requests required  () Supporting back-up will be required for all Change Orders  () Mark-up limitations on Change Orders  () Contractor - 15 percent  () Subcontractors - 10 percent  () Progressive requests and Change Orders  () Processing time required		
13.	()	Applications for Payment  () Use AIA documents G702 and G703 latest edition  () Owner accepts electronic copy; plus provide one hard copy original signed and notarized.  () Wage certifications to be attached		
14.	()	Safety and Emergency Procedures		
15.	()	Clean-up Daily ( ) Project completion		
16.	()	Project Closeout  () Inspections for  () Air Clearance  () AHERA Close Out Requirements  () Substantial completion  () Contractor provided list of items to be completed  () Inspection with job foreman  () Final Acceptance		

<ul> <li>() Written notice from Contractor that all work is done and ready for inspection</li> <li>() Inspection with job foreman</li> <li>() Responsibility for cost of additional inspections</li> <li>() Submittals for Closeout</li> <li>() Final application for payment</li> <li>() Final set of wage certifications</li> <li>() Release of liens from all Subcontractors and General Contractor</li> </ul>			
17. ( ) Tour of Project Sites to Examine and Document Existing Conditions			
18. ( ) Additional Comments			
The undersigned acknowledges that the items listed above were discussed during this preconstruction conference and are fully understood.			
Date:			
A/E Firm:			
Contractor:			
Subcontractors:			

END OF SECTION 01 31 00

#### **SECTION 01 33 00**

#### SUBMITTAL PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Construction Contractor Agreement and Terms & Agreement and other Division 1 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Related Sections include the following:
  - 1. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 2. Division 1 Section 01 40 00 "Quality Requirements" for submitting test and inspection reports and for mockup requirements, if any.
  - 3. Division 1 Section 01 77 00 "Closeout Procedures" for submitting warranties.
  - 4. Division 2 Section 02 20 80 "Asbestos Abatement Procedures"

# 1.3 SUBMITTALS PRIOR TO COMMENCING WORK

- A. Insurance: Written proof that the Contractor carries the insurance required.
- B. Written proof that all employees are AHERA certified and Oregon State certified Full-Scale Asbestos Workers. Proof shall include copies of both sides of each Workers' Oregon State Asbestos Removal and Supervisor cards. All cards must be current.
- C. The name and resume of experience of the assigned on-site Supervisor. At a minimum, the supervisor shall have completed a DEQ Asbestos Supervisor Course as approved by the State of Oregon. Other criteria, such as references and similar projects, shall be included for review. At the School District's option, the School District may arrange an oral interview with the Asbestos Supervisor. The School District reserves the right to reject the Supervisor at any time during the project. The Contractor shall then assign another on-site Supervisor for the District's approval as described above.
- D. Written proof that the asbestos abatement contractor is currently, and for the duration of the project, licensed in the State of Oregon to perform asbestos abatement, per ORS Chapter 701 and ORS 340, Division 23.
- E. A written emergency control and clean-up plan to be followed by the Contractor in the event that fiber counts are in excess of those specified in Section 02080.
- F. A written respiration program in compliance with all parts of OSHA Asbestos Regulations CPR Title 29, Part 1910, Section 1910.1001.
- G. Information pertaining to the proposed Air Monitoring Program for this Project. This information shall include name(s) of on-site Monitoring Technician(s), types of equipment sampling procedures, calibration record-keeping, and the Testing Laboratory to be used. Provide written

- proof that Testing Laboratory, laboratory personnel, analytical procedures, and quality control procedures are in compliance with CFR 29, Section 1926.58, including Appendices A and B.
- H. Manufacturer's certification that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI Z9.2.
- I. Written medical exam program per OSHA Asbestos Regulations CFR Title 29, part 1926.58.
- J. Copy of Notice of Intent to Encapsulate or Remove Asbestos, submitted to Lane Regional Air Pollution Authority with evidence of payment of fees.
- K. Legible copies of MSDS sheets for all products the Contractor intends to use on this Project.
- L. Written proof that all required permits and arrangements for transport and dispose of asbestos-containing or contaminated materials have been obtained and materials will be disposed of at a site approved by EPA and other governmental agencies having jurisdiction.
- M. Schedule for asbestos abatement showing decontamination procedures, plans for construction and location of decontamination enclosure systems, negative pressure fans, etc., in compliance with these Specifications and all applicable regulations. Schedule shall show systematic flow of work throughout the facility on a day-by-day, room-by-room or area-by-area basis. Closely coordinate the work with the District.

# 1.4 SUBMITTALS FOLLOWING COMMENCEMENT OF WORK

- A. Information required above regarding any new asbestos workers hired by or subcontracted to, the Contractor before any new asbestos abatement workers begin work.
- B. Any amendments to the original LRAPA notification.
- C. Written identification to the District of any subcontractors or major suppliers.
- D. Air Monitoring test results for the previous day's work, submitted on a daily basis.
- E. On a Weekly basis:
  - 1. Copies of work-site entry logs.
  - 2. Logs documenting filter changes on respirators, HEPA vacuums, and air filtration machines.
  - 3. Daily logs filled out by the on-site Supervisor.

#### 1.5 FINAL SUBMITTALS

A. Submit a summary of all abatement activities, outlining any changes from the original Scope-of-Work or problems encountered in completing the Work. Include the start and completion dates along with copies of all required submittals. Submit copies of all amended LRAPA notifications, all Asbestos Waste Shipment Records, completely filled out and signed as required by LRAPA, along with tickets or receipts from the disposal site, worker certifications for all workers who were involved with the Project, and all air monitoring data. Summary of Abatement Activities with Submittals, Worker and Supervisor Certifications for all workers on the Project, Air Monitoring Data, Complete list of Contractor and all Subcontractors with address, phone numbers, and work numbers.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01330

#### **SECTION 01 40 00**

# **QUALITY REQUIREMENTS**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Construction Contractor Agreement and Terms & Conditions and other Division 1 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

# 1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

# 1.4 AIR MONITORING BY CONTRACTOR

A. An Independent Testing Laboratory shall be retained by the Contractor. All air monitoring analysis shall be performed by an Air Monitoring Technician. The Technician must be experienced and trained in asbestos sampling and analysis. At a minimum, documentation of prior asbestos sampling and analysis experience, plus satisfactory completion of the NIOSH 582 course or equivalent formal asbestos education, will be required. Air sample collection may be

- performed by an Air Monitoring Technician or the Contractor's foreman at the Contractor's option.
- B. Documentation shall be kept for each filter sample procured as to worker sampled, work area location, date and time taken, volume of air drawn through filter, pump identification number and calibration. Documentation shall indicate in what areas tests were taken and shall clearly indicate the specified maximum allowable fiber levels for each area tested. Report all data on copies of "Asbestos Air Sampling Data Form" bound in these Specifications or similar form. Fill in all information on every form. Submit chain-of-custody records along with all samples.
- C. The samples shall be collected on 25 mm filters and analyzed within 12 hours using the membrane filter method at 400-500x magnification with phase contrast illumination--NIOSH Analytical Method No. 7400--for laboratory and field analysis. The analyst shall sign and submit permanent records of all samples analyzed directly to the Project Designer. The Independent Testing Laboratory shall seal the unused portion of all filters in airtight containers so that individual samples can be reanalyzed at a later date if necessary. The containers shall be clearly labeled with Project Name and Sample Number and shall become property of the School District at work completion at the School District's request.
- D. The Contractor's testing laboratory shall submit sample analysis results to the Project Designer verbally within 18 hours from the time of collection and written within two weeks including chain-of-custody and equipment calibration records.
- E. Contractor's Sampling During Abatement:
  - 1. Air monitoring shall be performed to provide samples during the period of asbestos abatement in each work area. Sampling shall begin when asbestos removal commences, and performed during each 8-hour work shift until abatement is complete in that work area.
  - 2. The Contractor shall determine which worker(s) in each work area is likely to be experiencing the most severe exposure. This is the "Most Contaminated Worker(s)". 8-hour TWA and 30-minute excursion samples shall be collected on this worker(s). This worker shall wear a personal sampling pump and the sample shall be drawn from the breathing zone of this worker.
  - 3. The number of air samples shall be determined by the Contractor, and may be altered during the project based on work activity and results.
  - 4. The maximum allowable fiber levels shall be as determined by the Project Designer based on the respiratory protection being utilized.
- F. Contractor shall notify the Lane Regional Air Pollution Authority (LRAPA) of air monitoring clearance results as supplied by Air Monitoring Firm. Notification shall be within 30 days after monitoring procedures were performed in accordance to LRAPA 43-015-7.D.

# 1.5 AIR MONITORING BY OWNER

- A. The School District will retain an experienced Air Monitoring Firm to collect and analyze asbestos air samples. The buildings are scheduled for demolition and will not be reoccupied. All air clearance testing will be performed according to LRAPA regulatory requirements.
- B. The School District will provide PCM air clearance monitoring. Documentation of sample results will be forwarded to the Contractor as appropriate to regulatory requirements.
- C. The School District will provide TEM Air Clearance Monitoring for all locations in the Base Bid as appropriate to regulatory requirements. Any other TEM Air Clearance Monitoring will be at

- the cost of the Abatement Contractor. Documentation of sample results will be forwarded to the Contractor as appropriate to regulatory requirements.
- D. Samples analyzed by Phase Contrast Microscopy will use NIOSH Analytical Method No. 7400. Samples analyzed by Transmission Electron Microscopy will use the AHERA methodology, 40 CFR Part 763.
- E. School District's Air Sampling During and After Abatement:
  - 1. Air Sampling Table is to be used as a guide. The School District's Project Designer may modify criteria. Modifications to the Maximum Allowable Fiber Count shall be made in writing by the School District.

Type of Sample	Samples per 8-	Average	Approximate	Maximum
	Hour Work	Sample Volume	Flow Rate	Allowable Fiber
	Shift	in Liters (L)		Count (f/cc)
HEPA Fan	1 or selected	400-2000 L	2-15 LPM	0.01 f/cc
Exhaust	units			0.01 s/cc
Outside of Work	1-5	400-2000 L	1 to 10 LPM	0.01 f/cc
Area				0.01 s/cc
Clearance PCM	5	800-3000 L	1 to 15 LPM	0.01 f/cc
Clearance TEM	5	1200-1800 L	2 to 10 LPM	Average of
				70s/mm <sup>2</sup>

- 2. To ensure the movement of air and the elevation of any remaining particulates within the work area enclosure while clearance sampling is occurring, the HEPA-filtered exhaust air machine(s) is to be in continuous operation.
- 3. Analysis of clearance samples shall be by Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) as appropriate. The z-test will not be utilized.
- 4. If additional sampling is required due to unsatisfactory clearance results, breeches in containment, etc. the Contractor shall bear all associated additional costs, including analysis, air monitoring costs, and shipping costs.
- 5. The School District reserves the right to monitor Contractor's performance via air samples on abatement, workers, and in the work area in addition to the Contractor's air monitoring.

# 1.6 QUALITY ASSURANCE

- A. If, at any time during the work, analysis of an air sample taken by the Contractor, School District, or School District's representative, indicates a fiber count in excess of the allowable maximums specified, the Air Monitoring Technician who analyzed the air sample shall immediately notify:
  - 1. The Contractor's Foreman
  - 2. School District's Asbestos Project Designer
- B. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Contractor shall perform the following steps in the order presented, at no additional cost to the School District:
  - 1. Stop abatement work.
  - 2. Discuss the fiber count, containment breeches, pressure differential changes, or other potential cause, and the School District. The Project Designer will determine the affected area and affected adjacent areas considered to be contaminated. The Project Designer will determine the actions to be taken by the Contractor at no additional cost to the School District.

- a. Clean the affected area and the affected adjacent areas. Cleaning shall use wet methods and HEPA vacuuming.
- b. Resample air until fiber counts are determined to be below one half of the specified maximum levels.
- c. Secure and repair containment barriers, repair or add equipment.
- d. Modify work procedures, and make other changes determined to be the possible cause of high fiber counts.
- 3. Complete every part of the "Fiber Count Above Control Limit Data Form" bound into these Specifications.
- 4. Carefully resume work under close air monitoring.

#### 1.7 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

#### **SECTION 01 50 00**

#### TEMPORARY FACILITIES AND CONTROL

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
  - 1. Division 1 Section 01 11 00 "Summary of Work" for limitations on utility interruptions and other work restrictions.
  - 2. Division 1 Section 01 33 00 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Division 1 Section 01 73 00 "Execution Requirements" for progress cleaning requirements.
  - 4. Division 2 Section 02 20 80 "Asbestos Abatement Procedures"

# 1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

# 1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

# 1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

# 1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

# 1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

#### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete bases for supporting posts.
- C. Lumber and Plywood: Comply with requirements in Division 6
- D. Gypsum Board: Minimum 1/2 inch (12.7 mm) thick by 48 inches (1219 mm) wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.

#### 2.2 TEMPORARY FACILITIES

#### A. Storage:

1. Store combustible materials apart from building.

#### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

#### PART 3 - EXECUTION

# 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

# 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. The Owner will provide two power supply sources (up to 60 amperes each) without charge for use by the Contractor. The Contractor shall provide all connections and all means of conveying power to required locations. Contractor shall be responsible for electrical safety measures including ground fault protection, waterproof temporary lighting, cords, and spider boxes.
  - 1. Connect temporary service to Owner's existing power source, as directed by Owner.

- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  - 2. Install lighting for Project identification sign.
- J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install two telephone line(s) for each field office.
  - 1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Architect's office.
    - e. Engineers' offices.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.
  - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

# 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas **as** indicated on Drawings.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Arrange for temporary parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
  - 2. Remove snow and ice as required to minimize accumulations.

- F. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  - 1. Provide temporary, directional signs for construction personnel and visitors.
  - 2. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section 01 77 00 "Execution Requirements" for progress cleaning requirements.

# 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 1 Section 01 11 00 "Summary of Work."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 2 Section "Site Clearing", and requirements of authority having jurisdiction.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 2 Section "Tree Protection and Trimming."
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.
- G. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- J. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant plywood on construction operations side.
  - 2. Insulate partitions to provide noise protection to occupied areas.
  - 3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
  - 4. Protect air-handling equipment.
  - 5. Weather strip openings.
  - 6. Provide walk-off mats at each entrance through temporary partition.
- K. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

# 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 01 50 00

# SECTION 01 60 00 PRODUCT REQUIREMENTS

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
  - 1. Division 1 Section 01 77 00 "Closeout Procedures" for submitting warranties for Contract closeout.
  - 2. Division 2 Section 02 20 80 "Asbestos Abatement Procedures."

#### 1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### 1.4 SUBMITTALS

- A. Substitution Requests: Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period, in compliance with this Section.
- B. After execution of Agreement, the Owner may, at the Owner's option, consider formal requests from the Contractor for substitution of products for those specified. One or more of the following conditions must be documented:
  - 1. Compliance with final interpretation of code requirements or insurance regulations which require that the use of a substituted Product.
  - 2. Unavailability of a specified Product through no fault of the Contractor.
  - 3. Inability of specified Product to perform properly of fit in designated place.

# PRODUCT REQUIREMENTS - SECTION 01 60 00

- 4. Manufacturer's or Fabricator's refusal or inability of certify or guarantee performance of a specified Product in the application intended.
- C. A Substitution Request constitutes a representation that the Bidder/Contractor:
  - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
  - 2. Will provide the same warranty for the Substituted Product as for the specified Product.
  - 3. Will coordinate installation and make changes to the Work which may be required for the Work to be completed with no additional cost to the Owner.
  - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
  - 5. Will reimburse the Owner for review or redesign services associated with re-approval by authorities
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawings or Product Data Submittals, without separate request on the form provided, or when acceptance will require revision to the Contract Documents.
- E. Submit three copies of each request for consideration. Limit each request to one proposed Substitution. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form provided at end of Section.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Provide MSDS information to confirm that the product is no more harmful that he products specified.
    - f. Samples, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
    - j. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

# PRODUCT REQUIREMENTS - SECTION 01 60 00

- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
  - a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

# 1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

# 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

# B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

# C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store cementitious products and materials on elevated platforms.
- 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

# PRODUCT REQUIREMENTS - SECTION 01 60 00

- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.
- 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.
- 9. Provide bonded and insured off-site storage and protection when site does not permit on-site storage and protection.

# 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Submittal Time: Comply with requirements in Division 1 Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

# SUBSTITUTION REQUEST FORM

TO:		Name of Architect Street Address City and State	DEADLINE: Dat	te
PRO	JECT:	Name of Project CIP # Eugene School District 4J		
SPE	CIFIED ITE	EM: Pare	agraph Description	
The l	Jndersigne	ed requests consideration of the follow	ving substitution:	
The l	Jndersigne	ed states that the following paragraph	s are true, except where noted otherwise:	
1.	The function, appearance and quality of the proposed substitution are equivalent or superior to the specified item;			
2.	The prop	osed substitution does not affect dime	ensions shown on the Drawings;	
3.	The Undersigned will pay for changes to the building design, including engineering and design services, detailing and construction costs caused by the requested substitution;			
4.	The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements;			
5.	Maintena	nce and service parts will be locally a	vailable for the proposed substitution;	
6.	The Undersigned has attached data concerning the proposed substitution, including: Manufacturers product description, specifications, drawings, photographs, performance and test data, adequate for evaluation of the request, with applicable portions of the data clearly indicated. Attachments also include description of changes to Contract Documents which the proposed substitution will require for its proper installation.			
Submitted by:			For use by Architect:  ☐ Approved ☐ Approved as noted.	
Signature:			☐ Not Approved ☐ Received too late	
Firm:		· · · · · · · · · · · · · · · · · · ·	By:	
Address:			Date:	· · · · · · · · · · · · · · · · · · ·
Date:			For use by 4J Project Manager:  ☐ Approved ☐ Approved as noted.	
Tel:Fax:		Fax:	□ Not Approved □ Received too late	
Attachments:			Ву:	
1			Date:	

END OF SECTION 01 60 00

# SECTION 01 73 00 EXECUTION REQUIREMENTS

#### PART 1 - GENERAL

# 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.

# B. Related Sections include the following:

- 1. Division 1 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
- 2. Division 1 Section 01 33 00 "Submittal Procedures" for submitting surveys.
- 3. Division 1 Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

#### 1.3 SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- B. Final Property Survey: Submit 2 copies showing the Work performed and record survey data.

#### 1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated

# PART 2 - PRODUCTS (Not Used)

# **PART 3 - EXECUTION**

# 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. PROCEEDING WITH THE WORK INDICATES ACCEPTANCE OF SURFACES AND CONDITIONS.

# 3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility

# **EXECUTION REQUIREMENTS - SECTION 01 73 00**

- appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents

#### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Owner's Project Manager promptly.
  - 1. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
- B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- C. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Owner's Project Manager.

# 3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

# **EXECUTION REQUIREMENTS - SECTION 01 73 00**

- 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
- 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

# 3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of seven feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated. Bring any conflicts to the Architect for review.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
  - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  - 2. Allow for building movement, including thermal expansion and contraction.
  - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints where possible. Obtain Architect and Owner's Project Manager approval for all questionable conditions.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

# 3.6 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
  - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
  - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

#### 3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to applicable regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for safety and proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

# **EXECUTION REQUIREMENTS - SECTION 01 73 00**

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

# 3.8 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section 01 40 00 "Quality Requirements."

# 3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

# 3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

# **EXECUTION REQUIREMENTS – SECTION 01 73 00**

END OF SECTION 01 73 00

# CUTTING AND PATCHING SECTION 01 73 29

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

# 1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Division 1 Section 01 31 00 "Project Management and Coordination" for preconstruction and pre-installation conferences.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

# 1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a written request describing procedures prior to the time cutting and patching will be performed, requesting approval to proceed, for cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of site-exposed elements.
  - 5. Work of Owner or separate contractor.

# B. Include the following information:

- 1. Identification of Project and CIP number
- 2. Location and description of the affected Work.
- 3. Necessity for cutting or alteration.
- 4. Description of proposed Work and Products to be used.
- 5. Alternatives to cutting and patching.
- 6. Effect on work of Owner or separate contractor.
- 7. Written permission of affected separate contractor, if any.
- 8. date and time work will be executed.

# 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
  - 1. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 2. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

#### 1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties

# PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected

# 3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

# 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
  - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

#### **CUTTING AND PATCHING - SECTION 01 73 29**

- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
- b. Restore damaged pipe covering to its original condition.
- 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01 73 29

#### **SECTION 01 77 00**

#### **CLOSEOUT PROCEDURES**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Warranties.
  - 3. Final cleaning.
- B. Related Sections include the following:
  - 1. Division 1 Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  - 2. Division 1 Section 01 73 00 "Execution Requirements" for progress cleaning of Project site.

# 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems.
  - 9. Submit test/adjust/balance records.
  - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

- 11. Advise Owner of changeover in heat and other utilities.
- 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- 13. Complete final cleaning requirements, including touchup painting.
- 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Owner's Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  - Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - 4. Submit the following completed forms, items and documents:
    - a. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims.
    - b. AIA Document G706A Contractor's Affidavit of Release of Liens.
    - c. AIA Document G707 Consent of Surety Company to Final Payment.
    - d. Operation and Maintenance Manuals
    - e. Warranties and Bonds. Submit original documents, including Contractor's General Warranty,
    - f. Record Documents.
    - g. Keys.
    - h. Testing and Start-Up records.
    - i. Affidavit of Prevailing Wages paid.
    - j. Complete list of Contractor and all Subcontractors with address, phone numbers, and work
    - k. Asbestos-Containing Materials Statement (Form 01100B).
    - 1. Proof of final acceptance and compliance from governing authorities having iurisdiction.
    - m. Certificate of insurance evidencing continuation of liability coverage including coverage for completed operations until the expiration of the specified warranty periods.

- 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Owner's Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Cost of additional re-inspections by Architect and Owner's Project manager will be deducted from Final Payment to the Contractor.

#### 1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 10 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

# PART 2 - PRODUCTS

# **MATERIALS**

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

# PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
    - Clean transparent materials, including mirrors and glass in doors and windows.
       Remove glazing compounds and other noticeable, vision-obscuring materials.
       Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - 1. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
    - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - n. Replace parts subject to unusual operating conditions.

#### **CLOSEOUT PROCEDURES - SECTION 01 77 00**

- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

# SECTION 02 20 80 ASBESTOS ABATEMENT PROCEDURES

# PART 1 - GENERAL

#### 1.01 SCOPE:

- A. This Section covers the removal, patching and/or encapsulation of materials that contain, or are suspected to contain asbestos.
- B. See other Sections of these Specifications and EPA, OSHA, and other standards referenced herein, for further information and requirements.

#### 1.02 DEFINITIONS:

- A. Abatement: Procedures to control fiber release from asbestos-containing building materials. Includes encapsulation, enclosure, removal, repair and related activities.
- B. Air Monitoring: Process of measuring the asbestos fiber content of a specific volume of air in a stated period of time.
- C. Air Monitoring Technician: An employee of the independent testing laboratory who is experienced and trained in asbestos sampling and analysis as specified.
- D. Amended Water: Water to which a surfactant (wetting agent) has been added.
- E. Authorized Visitor: The District or its designated representative, or a representative of any regulatory or other agency having jurisdiction over the Project.
- F. Clean Room: Uncontaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of workers' street clothes and clean protective equipment.
- G. Curtained Doorway: A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms.
- H. Disposal: Procedures necessary to transport and deposit the asbestos contaminated material in an approved waste disposal site in compliance with EPA and other applicable regulations.
- I. Enclosures: Procedures necessary to complete enclosure of all asbestos containing material behind airtight, impermeable, permanent barriers.
- J. Equipment Room: Contaminated area or room which is part of the worker decontamination enclosure system, with provisions for storage of contaminated clothing and equipment.
- K. Fitting: With regard to pipe insulation, fitting is defined to be any elbow, offset, reducer, valve, union, tee, thermometer, etc., insulated with a different material from the adjacent straight run of pipe.
- L. HEPA Filter: High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in length.
- M. HEPA Vacuum Equipment: High efficiency particulate air (HEPA) filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters shall be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
- N. Independent Testing Laboratory: An independent laboratory hired by the Contractor which is AIHA

- accredited for asbestos analysis and has demonstrated proficiency via the NIOSH PAT and EPA QA programs.
- O. Isolated Work Area: Isolated area of the facility where abatement activities are performed.
- P. Air Filtration Machine: An air purifying fan system located within, or outside, the isolated work area, which draws air out of the work area through a HEPA filter, thus keeping the static air pressure in the work area lower than in adjacent areas and preventing infiltration of contaminated air from work area to adjacent areas.
- Q. Public Area: Any area outside the isolated work area. When work area isolation measures are removed, the work area becomes a public area.
- R. Shower Room: A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold running water controllable at the faucet, equipped with water filtration as specified below, and suitably arranged for complete showering during decontamination. The shower room must be separated from the clean room and equipment room by curtained door ways.
- S. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- T. Tack Coat: A coat of penetrating encapsulant applied to all surfaces from which asbestos-containing materials have been removed.
- U. Vacuum Tract Removal: Wetting and pneumatic conveying of loose material through a vacuum hose to a sealed, truck-mounted collection tank specially equipped to prevent escape of fibers.
- V. Wet Cleaning: Process of eliminating asbestos from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water.
- W. Worker Decontamination Enclosure System: A decontamination enclosure system for workers, typically consisting of a clean room, a shower room, and an equipment room. Each of these rooms is separated from the others by a curtain doorway. The equipment room is separated from the work area by a curtained doorway. The clean room is separated from the public area by a curtained doorway.
- X. Worksite Entry Log: A log kept in the clean room must be signed by everyone entering or leaving the work area.
- Y. Full Scale Supervisor: Per CFR Title 29, Section 1926.58, an employee of the Contractor trained in all aspects of asbestos abatement, whose duties include supervision of the enclosure, entry to and exit from the enclosure, employee exposure monitoring, engineering controls, and employee work practices, respirators, protective equipment, decontamination and hygiene practices.

# 1.03 DOCUMENTS INCORPORATED BY REFERENCE:

- A. The current issue of each document shall govern. Where conflict among requirements, or with these Specifications, exists the more stringent requirements shall apply.
  - 1. U.S. Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAPS). (Code of Federal Regulations Title 40, Part 61, Subparts A and B.)
  - 2. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, "Guidance for Controlling Asbestos-Containing Materials in Buildings" EPA Report Number 560/5-85-024 ("Purple Book").
  - 3. U.S.Environmental Protection Agency Asbestos Abatement Project. E.P.A. 40 C.F.R Part 763 Subpart G.

- 4. U.S.Environmental Protection Agency Asbestos Containing Materials In Schools Project. E.P.A. 40 C.F.R Part 763 Subpart E.
- 5. U.S. Department of Labor Occupational Safety and Health Administration (OSHA):
  - Title 29 Code of Federal Regulations Section 1910.1001, General Industry Standard for Asbestos
  - b. Title 29 Code of Federal Regulations Section 1910.134, General Industry Standard for Respiratory Protection.
  - c. Title 29 Code of Federal Regulations Sections 1926.1101, Asbestos
  - Title 29 Code of Federal Regulations Section 1910.2, Access to Employee Exposure and Medical Records.
  - e. Title 29 Code of Federal Regulations Section 1910.1200, Hazard Communication.
- 6. National Institute for Occupational Safety and Health (NIOSH), 30 CFR, Part II, Respirators.
- 7. American National Standards Institute (ANSI) NY; ANSI Standard z 88.2-1980 "American National Standards Practice for Respiratory Protection," latest edition.
- 8. Oregon Administrative Rules Chapter 340, Division 25 Department of Environmental Quality.
- 9. Oregon Administrative Rules Chapter 437, Division 115, Asbestos and Division 22.
- 10. Uniform Building Code (U.B.C.), latest edition, regulations as applicable.
- 11. All related electrical work shall be performed in accordance with the National Electric Code.
- 12. All Lane Regional Air Pollution Authorities regulations and rules pertaining to asbestos, including its storage, transportation, and disposal.

#### 1.04 NOTICES

A. Not less than ten (10) days before commencing work on each Project, notify the Lane Regional Air Pollution Authority (LRAPA) with copies to the District.

#### 1.05 SUBMITTALS

A. Submittals are specific in Section 01330. Do not begin work until submittals are complete and pre-abatement air sampling is complete.

# 1.06 PERSONNEL PROTECTION

#### A. Training

- 1. Prior to commencement of Work, all workers shall be trained as specified in Section 01330, Para. 1.3, B & C.
- 2. The Contractor shall provide and post in the clean room(s) and the equipment room(s), the decontamination, respirator, and work procedures to be followed by the workers.
- B. Personnel Protective Equipment for Asbestos Removal in Isolated Work Areas:

- 1. Work Clothes shall consist of disposable full body coveralls and head and foot covers ("Tyvek" or approved), boots. Eye, hearing, fall protection and hard hats should be available as appropriate.
- 2. At a minimum, respiratory protection shall consist of disposable cartridge type NIOSH/OSHA approved, full-face or half-face mask with HEPA filter cartridges (magenta/purple color code). Additional respiratory protection shall be as required by OSHA, and Oregon Occupational Safety and Health Code, OAR Chapter 437, Division 115, Asbestos. Respiratory protection shall provide workers with a maximum calculated fiber level inside the mask of 0.01f/cc.
- 3. As part of the Contractor's Respiratory Protection Program, all workers shall be provided with a selection of brands and sizes of respirators to choose from. At a minimum, all workers shall be qualitatively fit tested at the time of respirator selection per Oregon OSHA Workers' Compensation Department Rule 22-069 (4) (e) (5) (i) and prior to each day's work.
- 4. Replacement filter cartridges shall be supplied as required. Cartridges which have become wet or clogged shall be replaced immediately.
- C. Worker Decontamination Enclosure System at Isolated Work Areas:
  - 1. The Contractor shall construct a personnel decontamination facility attached to the isolated work area consisting of three chambers and curtained doorways as follows:
    - The equipment room shall have a curtained doorway to the work area and to the shower area.
    - b. The shower room shall have two curtained doorways, onto the equipment room and one to the clean room. At least one shower with hot and cold water controllable at the taps shall be installed in this room. The Contractor shall supply and maintain soap, shampoo, and towels at all times in the shower area. Shower waste water shall be filtered promptly to remove all fibers larger than five microns before disposal in the municipal sewer system, or shall be collected and disposed of as asbestos-contaminated material. Water filters shall be disposed of as asbestos-contaminated material. The Contractor shall not allow waste water to accumulate in the shower room.
    - c. The clean room shall consist of a curtained doorway to the shower room and a curtained doorway to the outside. The clean room shall contain a first aid kit, storage for workers and visitors' clothing and shoes, a place to sit down, and the worksite entry logbook. Work, respirator and decontamination procedures and prevailing wage rates shall be conspicuously posted. There shall be a supply of clean protective clothing, respirators and cartridges in the clean room at all times
  - 2. No asbestos abatement work shall occur unless this system is functional, and in good repair.
- D. Worker Protection Procedures in Isolated Work Areas:
  - 1. Each worker shall, upon entering the Job Site; remove street clothes in the clean change room, put on and fit test his respirator, put on clean protective clothing and sign in on the worksite entry logbook before entering the equipment room or the work area.
  - Workers shall, each time they leave the work area: remove gross contamination from clothing before leaving the work area; proceed to the equipment room and remove and store boots and other equipment except respirators; still wearing the respirator proceed naked to the showers; clean the outside of the respirator; tape filter openings, thoroughly shampoo and wash themselves; remove filters, dispose of filters if wet in the container provided for the purpose; and wash and rinse the inside of the respirator.

- 3. Following showering and drying off, each worker shall proceed directly to the clean change room and dress in clean clothes and sign out on the worksite entry logbook at the end of each day's work, or before eating, smoking, or drinking. Before re-entering the work area from the clean change room, each worker shall put on his respirator, dress in clean protective clothing, and sign in on the worksite entry logbook.
- 4. Contaminated work footwear and other equipment shall be stored in the equipment room when not in use in the work area. Upon completion of asbestos abatement, dispose of footwear as contaminated waste or clean thoroughly inside and out using soap and water before removing from work area.
- 5. Workers shall not eat, drink or chew gum or tobacco at the worksite except in the established clean room. Smoking is prohibited.
- 6. Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos containing or contaminated material and until final clean-up is completed.

#### E. Access to Isolated Work Area by Others:

- 1. Except for emergency personnel, limit access to the work area to authorized visitors.
- 2. Provide dress and equipment for all authorized visitors, as specified above, up to a maximum of 4 visitors per 24-hour day.
- 3. All authorized visitors shall be subject to the personal protection provisions specified above, and shall sign in and out on the worksite entry logbook.

# F. Emergency Precautions:

- 1. Establish emergency and fire exits from the work area.
- 2. Be prepared to administer first aid to injured personnel after decontamination. Seriously injured personnel shall be treated immediately or evacuated without delay for decontamination
- 3. Notify the local fire department if any fire exits are to be blocked or if sprinkler or fire alarm systems are to be turned off.

# G. Building Security and Protection:

- 1. Post adequate warning signs at designated entrances to work areas as required by EPA and OSHA.
- 2. Protect all existing fixed equipment, existing building finishes that are to remain, and existing systems and functions from damage during the abatement process. Extra functions from damage during the abatement process. Extra precautions shall be taken in protecting existing electrical panels, light fixtures, etc. Any damage to existing building, services, and/or equipment shall be remedied at the Contractor's expense.
- 3. Maintain access and use of existing fire lanes

#### 1.07 Safety

A. With regard to the Work of this Contract, the safety of the Contractor's employees, the District's employees, and the public is the sole responsibility of the Contractor.

#### 1.08 Delivery

A. Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name.

#### 1.09 Storage

A. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.

#### 1.10 Protection

A. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Materials that become contaminated with asbestos shall be disposed of in accordance with the applicable regulations.

#### PART 2 - PRODUCTS:

#### 2.01 MATERIALS

A. Plastic Sheet: Plastic sheet polyethylene material sized in lengths and widths to minimize the frequency of joints. The minimum thickness shall be as follows:

Application	Thickness
Door, Window & Opening Barriers	6 mil
Wall Barriers	2 layers of 4 mil
Floor Barriers	2 layers of 6 mil
All Others	2 layers of 4 mil

- B. Plastic Bags: Plastic bags shall be 6 mil polyethylene with warning labels per OSHA and EPA regulations.
- C. Tape: Tape shall be capable of sealing joints of adjacent sheets of plastic and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under dry and wet conditions, including use of amended water. Minimum of 1.5" wide tape must be used.
- D. Disposal Containers: Disposal containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until. The containers shall be labeled in accordance with OSHA and EPA regulations. Containers must be both air and water tight and have hard top, bottom and sides.
- E. Warning Labels and Signs: Warning labels and signs shall be posted as required by OSHA and EPA regulations.
- F. Solvents: NEUGENIC or Chem Clear or approved. All solvents must be safe to human health and the environment and must have a mild odor approved by the District. The contractor will be responsible for the elimination of any lingering odors resulting from the use of solvents.
- G. Surfactant (Wetting Agent): Surfactant shall consist of 50% polyoxyethelene ether and 50% polyethylene ester, or equivalent, and shall be mixed with water at a concentration of one ounce surfactant to 5 gallons of water (or as recommended by the manufacturer in the case of an equivalent) to produce amended water.
- H. Encapsulant: Shall be of the bridging or penetrating variety and shall be listed as "satisfactory" by the EPA.
- I. Rewettable Lagging Cloth: 12 oz. glass fabric lagging cloth saturated with dried lagging adhesive. "Dip-Lag" as manufactured by Claremont Co. or approved.
- J. Other Materials: Provide all other materials such as lumber, nails and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area, and as required

to complete the Work as specified.

# 2.02 TOOLS AND EQUIPMENT:

- A. Water Sprayer: The water sprayer shall be an airless or other low pressure sprayer for amended water application.
- B. Air Filtration Machines: Air Filtration Machines shall consist of high efficiency particulate air (HEPA) filtration systems. No air movement system or air equipment shall discharge asbestos fibers outside the work area. Each unit shall be capable of at least 1500 CFM under load and shall have at least 2 stages of pre-filtration ahead of the HEPA final filter. Each unit shall be equipped with an elapsed time indicator (hour meter), static pressure gauge with low flow alarm, and be overload protected. All exhaust must be vented to the outside of building.
- C. Water Purifying Equipment: Capable of removing all fibers longer than five microns from water used in abatement work and decontamination showers.
- D. Airless Sprayer: An airless sprayer, suitable for application of penetrating encapsulant material, shall be used.
- E. Vacuum Equipment: All vacuum equipment utilized in the work area shall be high efficiency particulate air (HEPA) equipment, and suitable for wet/dry usage.
- F. Scaffolding: Scaffolding, as required to accomplish the specified work, shall comply with all applicable safety regulations.
- G. Transportation Equipment: Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property. If equipment is rented, notify rental agency in advance, in writing, of intended use of equipment.
- H. Electrical: Electrical tools, equipment and lighting shall meet all applicable codes and regulations. Ground fault protection, as required by OSHA, shall be in effect at all times. Contractor shall take all additional precautions and measures necessary to insure a safe working environment during wet removal.
- I. Vacuum Truck: If the contractor chooses to use a vacuum truck on this project they must submit written authorization from LRAPA and the Land Fill indicating the vacuum truck meets all applicable standards and is approved for use on this project. The contractor must also submit written approval from the disposal site that the waste will be accepted.
- J. Other Tools and Equipment: Provide other suitable tools for the removal, enclosure, encapsulation, patching, and disposal activities including, but not limited to: hand-held scrapers, wire brushes, sponges, and rounded-edge shovels.

#### PART 3 - EXECUTION:

# 3.01 ISOLATED WORK AREA ENCLOSURE:

- A. Work Area Preparation: The following isolation procedures shall be performed in the order in which they are presented.
  - 1. Shut down, remove filters and isolate HVAC systems to prevent further contamination and fiber dispersal as necessary. Coordinate with building users and the District prior to shut down.
  - 2. Seal off openings, including but not limited to doorways, windows, and other penetrations of the work area with plastic sheeting sealed with tape.

- 3. Set up the worker decontamination enclosure system. Once these systems are installed, they shall be utilized in the specified manner for the ingress and egress of all personnel and equipment, except in emergency situations. All personnel shall sign the worksite entry logbook each time they pass in or out of the decontamination enclosure.
- 4. Coordinate the shut down, lock out and tag out of electrical and HVAC equipment with the District.
- 5. Install air filtration machines to insure lower static pressure in the isolated work area than in surrounding areas. Discharge from air purifying equipment shall be ducted outside the building. Use one or more units of capacity as recommended by the manufacturer for the volume of the isolated work area, but in no case shall air flow be less than one air change every 15 minutes and the manometer reading is maintained at a minimum of 0.02. Column inches of water pressure differential. Air filtration machines shall remain in operation until final clearance samples have been received and containment has been removed.
- 6. Pre-clean movable objects, within the work area using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and remove such objects from work areas to a temporary location, or consolidate such objects away from removal work and cover with plastic sheeting and tape as specified for fixed objects in 8 below.
- 7. Pre-clean fixed objects within the proposed work areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with minimum 4 mil plastic sheeting sealed with tape.
- 8. Maintain emergency and fire exits from the work areas, or establish alternative exits satisfactory to the local building or fire department officials.
- 9. Adequate portable fire extinguishing equipment shall be maintained within work area as defined by OSHA and/or local fire department officials.
- B. Work Area Maintenance: The Air Monitoring technician shall be responsible for daily reporting of the following to the District:
  - 1. Prior to the first use and at the beginning of each shift during abatement work, enclosures shall be given a complete visual inspection by the shift foreman and Air Monitoring technician. This shall include inspection of the air filtration machines and associated filters. A smoke tube test shall then be made of the worker decontamination enclosure system and other critical areas to verify that the air filtration machines are working properly. Work shall not begin until all defects have been repaired.
  - 2. Periodic inspections shall be made as required during each shift to assure continued proper functioning of the enclosure and air filtration machines.
  - 3. The Contractor shall completely clean the decontamination enclosure system at the end of each shift, and the Air Monitoring technician shall verify that this is accomplished.

#### 3.02 ASBESTOS ABATEMENT:

- A. Isolate and maintain work area as specified.
- B. Pre clean the work area as specified using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, remove items through the decontamination enclosure system and store at another location on site as directed by the District.
- C. Remove asbestos containing materials using the following methods:

- 1. The asbestos material shall be sprayed with water containing an additive to enhance penetration. A fine spray of this solution shall be applied to prevent fiber disturbance preceding the removal of the asbestos material. The asbestos shall be sufficiently saturated to limit emission of airborne asbestos fibers
- 2. Remove asbestos material while damp and pack in sealable plastic bags (6 mil minimum thickness). Wash outside surface and place inside a second plastic bag (6 mil minimum thickness) bearing EPA warning label. Place double bagged materials in labeled containers for transport. In lieu of 6ml. polyurethane bags, contractor may use lined cardboard, plastic, or metal drums or cubic yard boxes as allowed by Federal, State, and local regulatory agency.
- 3. Removal of asbestos containing flooring shall be performed under full negative pressure containment with an attached decontamination facility and utilizing wet methods.
- 4. After completion of stripping work, all surfaces from which asbestos has been removed shall be brushed and/or wet sponged or cleaned by an equivalent method to remove all visible material. During this work the surfaces being cleaned shall be kept wet.
- D. Vacuum all walls, ceilings, and floors in the work area to ensure complete removal of all dust and debris that may remain.
- E. Apply a clear penetrating encapsulant to all walls and ceilings following the final visual inspection and approval from the district. **Minimize the amount of encapsulant applied to the floor**.

#### 3.03 AIR SAMPLES

- A. If, at any time during the Work, analysis of an air sample indicates a fiber count in excess of the allowable maximums specified above, the Air Monitoring Technician who analyzed the air sample shall immediately notify.
  - 1. The Contractor's foreman.
  - 2. 4J School District Safety Office Specialist, Doug Lemonds or other authorized district representative at 541-790-7432 or 541-915-9068.
- B. Immediately upon being notified of fiber count exceeding the specified maximum allowable levels, the Contractor shall:
  - 1. Stop removal work.
  - 2. Clean the area in which the high fiber count air sample was taken. If air sample was taken outside the isolated work area, evacuate all non-abatement personnel.
  - 3. Resample air until fiber counts are determined to be below specified maximum levels.
  - 4. Recheck work procedures, barriers, equipment, etc., to discover possible cause of high fiber counts.
  - 5. Carefully resume Work under close air monitoring.

### 3.04 FINAL AIR CLEARANCE TESTING

A. When the contractor considers the work to be complete, Notify the District Representative in writing. The District Representative will review the work with the contractor and note those areas requiring corrective action. Upon completion, the contractor will again notify the District in writing of completion of work. The District Representative will arrange for final air clearance sampling by an independent air monitoring firm.

- B. Upon the District's receipt of written results indicating that level of airborne asbestos meet the AHERA clearance requirements, the District will provide the contractor with written authorization to remove containment, decontamination chambers, and air filtration machines.
- C. The cost of the first set of air clearance samples (TEM or PCM) will be paid by the District. Should the clearance sample result indicate that additional work is required; the Contractor shall perform such work and call for retesting. All costs of second or subsequent air clearance testing shall be paid by the Contractor.
- D. The District will make one review for completion. District personnel time required for additional reviews caused by incomplete work shall be paid by Contractor. Costs shall include fringe benefits.

#### 3.05 RE-ESTABLISHMENT OF OBJECTS AND SYSTEMS:

- A. When clean-up is complete and final clearance samples are at or below the required AHERA levels and authorized by the District the contractor will:
  - 1. Remove containment, decontamination chambers, and negative air machines.
  - Relocate objects moved to temporary locations in the course of the Work to their former positions.
     Coordinate with the District.
  - 3. Re-secure objects removed in the course of Work in their former positions, including air dampers in plenums, and adjust for proper operations.
  - 4. Clean, repair and/or repaint all surfaces soiled, discolored or damaged by removal of tape, adhesive or other Work of this Contract to match adjacent surfaces.

### 3.06 DISPOSAL:

A. Warning labels having waterproof print and permanent adhesive, shall be affixed to the lid and sides of all containers. Warning labels shall be conspicuous and legible, and contain the following words:



- B. The Contractor shall determine current waste handling, transportation, and disposal regulations for the Work Site and for each waste disposal landfill. The Contractor shall comply fully with these regulations and all U.S. Department of Transportation, DEQ, MSD EPA requirements. All material in containers shall be delivered to the pre-designated disposal site double bagged for burial. Labels and all necessary signs shall be in accordance with EPA, OSHA, State, and/or local standards.
- C. Decontaminated containers shall be removed from Site as soon as possible. Notify disposal site in advance of delivery of material to assure immediate burial of material.
- D. If bags are broken or damaged, or a container is contaminated, the entire container shall be cleaned and

decontaminated, damaged bags shall be placed in undamaged bags before disposal.

E. Written proof of disposal at approved disposal (waste Shipment records) site shall be submitted to the District prior to final payment.

END OF SECTION 02080

# **GENERAL NOTES**

- THIS DRAWING IS DIAGRAMMATIC. IT IS FOR GENERAL INFORMATION.
- CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. MATERIAL QUANTITIES, ITEMS TO BE DEMOLISHED, AND ITEMS TO BE SAVED AND PROTECTED.
- CONTRACTOR SHALL BECOME KNOWLEDGEABLE WITH EXTRACTION POINT LOCATIONS AND LIMITATIONS. AND VERIFY ALL EXTRACTION POINT MEASUREMENTS IN THE FIELD.
- CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER'S CM/GC INCLUDING BUT NOT LIMITED TO SCHEDULING, ACCESS. SECURITY, STAGING, PROTECT AND SAVE ITEMS, SALVAGE, LOCKOUT/TAGOUT, AND DEMOLITION ACTIVITIES.
- ALL CONTRACTORS AND SUB-CONTRACTORS PERFORMING ABATEMENT AND DEMOLITION TASKS ON PAINTED SURFACES SHALL COMPLY WITH ALL APPLICABLE LEAD PAINT REGULATIONS IN OAR 437-DIVISION 3, 1926.62 LEAD IN CONSTRUCTION STANDARD.
- CLEANUP AND DISPOSAL OF ALL GENERAL WASTE GENERATED AS A RESULT OF DEMOLITION ACTIVITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL VERIFY WITH THE OWNER'S CM/GC, SPECIFIC ITEMS TO BE SAVED AND PROTECTED PRIOR TO THE START OF ABATEMENT AND DEMOLITION WORK.
- PROTECT ALL SYSTEMS OUTSIDE THE SCOPE OF WORK OF THIS PROJECT FROM DAMAGE AS A RESULT OF WORK INCLUDED IN THIS PROJECT. AND PROTECT ALL ITEMS SPECIFICALLY INDICATED IN THESE SPECIFICATIONS.
- COORDINATE DISCONNECTION AND DE-ENERGIZING OF ALL OPERATIONAL COMPONENTS WITH OWNER'S CM/GC PRIOR TO

# **ABATEMENT NOTES**

- REMOVE AND DISPOSE OF ALL ASBESTOS-CONTAINING MATERIALS IDENTIFIED ON THE ABATEMENT DRAWINGS AND IN THE SECTION 01 11 00 SUMMARY OF WORK, DRAWINGS DO NOT SHOW ALL ASBESTOS-CONTAINING MATERIALS TO BE REMOVED. REFER TO THE ABATEMENT NOTES AND SUMMARY OF WORK SECTION 01 11 00 FOR ADDITIONAL DETAILS AND TASKS INCLUDED IN THE PROJECT SCOPE OF WORK.
- CONTRACTOR SHALL PERFORM SELECTIVE DEMOLITION OF BUILDING FINISHES. CASEWORK, BUILT-IN FIXTURES. HVAC EQUIPMENT. AND FURNISHINGS AS NECESSARY TO ACCESS ASBESTOS-CONTAINING MATERIALS TO BE REMOVED.
- 3. CONCEALED MASTICS BEHIND WHITEBOARDS, CHALKBOARDS, MIRRORS, AND OTHER WALL-MOUNTED OBJECTS ARE ASSUMED TO CONTAIN ASBESTOS UNLESS INDICATED OTHERWISE, AND SHALL BE HANDLED AND REMOVED ACCORDINGLY.
- THE SCOPE OF WORK INCLUDES REMOVAL AND DISPOSAL OF ALL ASBESTOS-CONTAINING PIPE AND PIPE FITTING INSULATION THROUGHOUT THE BUILDING. AREAS WITH VERIFIED ASBESTOS-CONTAINING PIPE AND PIPE FITTING INSULATION ARE INDICATED ON THE DRAWING. ADDITIONAL INSULATION IS ASSUMED TO BE PRESENT IN CONCEALED PIPE CHASES (ABOVE CEILINGS. BELOW FLOORS. BEHIND CASEWORK. INSIDE WALL CAVITIES). CONTRACTOR SHALL PERFORM SELECTIVE DEMOLITION OF BUILDING FINISHES AT ALL PLUMBING AND HEATING SYSTEM FIXTURES TO ACCESS CONCEALED PIPE RUNS.
- PIPE INSULATION LOCATIONS DEPICTED ON THIS DRAWING ARE FOR GENERAL INFORMATION AND ARE NOT INTENDED TO REPRESENT INDIVIDUAL PIPE RUNS. LOCATIONS ARE TO BE CONSIDERED ESTIMATES ONLY, AND ARE BASED ON LIMITED FIELD OBSERVATIONS AND HISTORIC BUILDING PLANS.

- ASBESTOS-CONTAINING FLOOR TILE AND MASTIC ARE ASSUMED TO BE PRESENT UNDER NON-ORIGINAL INTERIOR DEMISING WALLS, CASEWORK, HEATING UNITS, AND OTHER FIXTURES. CONTRACTOR SHALL PERFORM SELECTIVE DEMOLITION TO VERIFY THE ABSENCE OR PRESENCE OF CONCEALED FLOOR TILE AND MASTIC, AND REMOVE ALL CONCEALED MATERIALS ENCOUNTERED.
- REMOVE AND DISPOSE OF ALL COVEBASE IN FLOORING ABATEMENT AREAS. THE COVEBASE AND MASTIC ARE NOT ASBESTOS-CONTAINING. UNLESS NOTED OTHERWISE.
- REMNANT ASBESTOS-CONTAINING FLOOR TILE AND MASTIC ARE ASSUMED TO BE PRESENT IN PREVIOUSLY ABATED AREAS UNDER CASEWORK AND OTHER FIXTURES. CONTRACTOR SHALL PERFORM SELECTIVE DEMOLITION TO VERIFY THE ABSENCE OR PRESENCE OF CONCEALED FLOOR TILE AND MASTIC THROUGHOUT THE SITE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING OR REMOVAL AND DISPOSAL OF ANY ITEMS THAT BECOME CONTAMINATED AS A RESULT OF ASBESTOS ABATEMENT WORK.
- 10. ALL ASBESTOS ABATEMENT AND ALL DEMOLITION WORK THAT MAY IMPACT ASBESTOS-CONTAINING MATERIALS SHALL BE CONDUCTED WITHIN A NEGATIVE PRESSURE ENCLOSURE.
- CONTRACTOR SHALL CAPTURE ALL WATER USED DURING ASBESTOS ABATEMENT AND FILTER PRIOR TO DISCHARGE INTO MUNICIPAL WATER SYSTEM
- 12. FIELD VERIFY ALL FLUORESCENT LIGHT FIXTURE BALLASTS AND REMOVE AND PROPERLY DISPOSE OF ALL BALLASTS THAT ARE NOT SPECIFICALLY LABELED AS NON-PCB. REMOVE AND PROPERLY RECYCLE ALL MERCURY VAPOR FLUORESCENT LIGHT TUBES. REMOVE AND PROPERLY DISPOSE OF ALL

# **KEY NOTES**

- (1) ASSUMED ASBESTOS-CONTAINING CHALKBOARD AND MASTIC CONCEALED BEHIND WHITEBOARD, BULLETIN BOARD, OR OTHER WALL COVERINGS.
- (2) REMNANT BUILT-UP ROOFING MATERIAL ABOVE CEILING CONCEALED BELOW NEWER ROOF STRUCTURE.
- (3) ASBESTOS-CONTAINING PACKING MATERIALS OBSERVED AT FLOOR PIPE PENETRATIONS.
- 4 OPERABLE WINDOW WITH ASBESTOS-CONTAINING FRAMING SEALANT AND/OR GLAZING COMPOUND.
- (5) ASSUMED ASBESTOS-CONTAINING GASKETS CONCEALED AT FLANGED MECHANICAL CONNECTIONS
- (6) CEMENT ASBESTOS PANELS ATTACHED TO DOORS.

# **LEGEND**

ASBESTOS-CONTAINING POURED FLOORING AND MASTIC ON A CONCRETE SUBSTRATE ASBESTOS-CONTAINING FLOOR TILE AND MASTIC ON

CONCRETE SUBSTRATE

ASBESTOS-CONTAINING FLOOR TILE AND MASTIC, UNDER CARPET, ON CONCRETE SUBSTRATE

# **LEGEND (CONTINUED)**

**ABOVE CEILINGS** 

COVEBASE MASTIC WITH <1% ASBESTOS WINDOWS WITH ASBESTOS-CONTAINING GLAZING **-**

APPROXIMATE LOCATION OF PIPE RUNS WITH ASBESTOS-CONTAINING INSULATION CONCEALED

PIPE RUNS WITH ASBESTOS-CONTAINING INSULATION CONCEALED ABOVE CEILINGS CONTINUE INTO  $-\{HHH\}$ ADJOINING SPACE NOT ACCESSIBLE FOR FIELD VERIFICATION

APPROXIMATE LOCATION OF PIPE RISERS WITH ASBESTOS-CONTAINING INSULATION CONCEALED **ABOVE CEILING** 

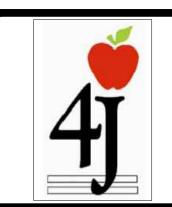
ASBESTOS-CONTAINING PIPE INSULATION DEBRIS **OBSERVED ABOVE CEILING** 

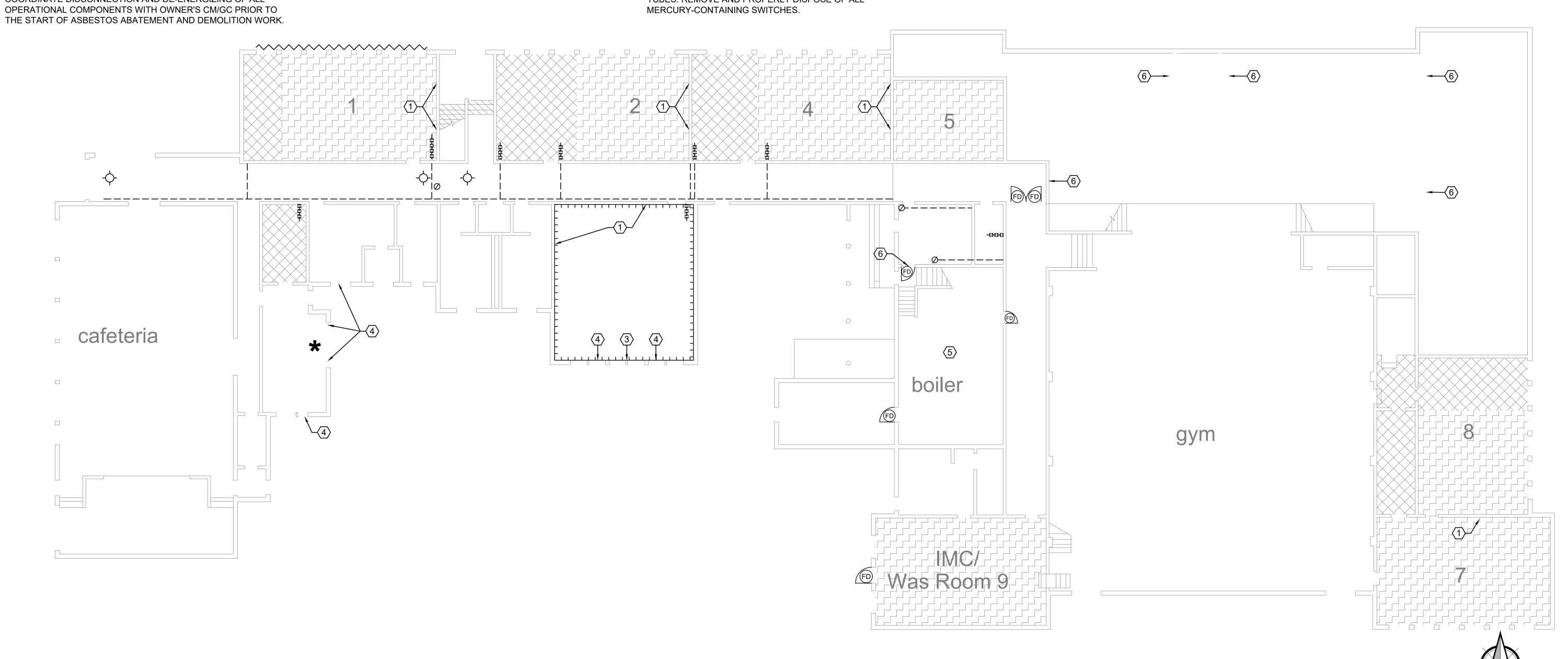
SINK BASIN WITH ASBESTOS-CONTAINING

UNDERCOATING

ASSUMED ASBESTOS-CONTAINING FIRE DOOR

ASBESTOS-CONTAINING PIPE INSULATION DEBRIS **OBSERVED ABOVE CEILING** 

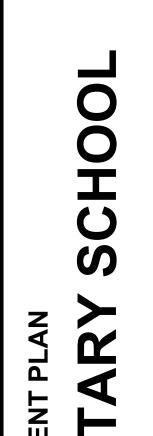




LOWER LEVEL FLOOR PLAN







**DRAWN BY CHECKED:** 

**DATE**: NOVEMBER 2019 **PROJECT NUMBER** 52504.001 0002

**SHEET DRAWING NO:** HM1 SHEET 1 OF 2

PREPARED FOR: LANE COUNTY SCHOOL DISTRICT 4J

- 2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, MATERIAL QUANTITIES, ITEMS TO BE DEMOLISHED, AND ITEMS TO BE SAVED AND PROTECTED.
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# **KEY NOTES**

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- (6) CEMENT ASBESTOS PANELS ATTACHED TO DOORS.

# **LEGEND**

ASBESTOS-CONTAINING SHEET FLOOR COVERING ON CONCRETE SUBSTRATE

ASBESTOS-CONTAINING SHEET FLOOR COVERING ON WOOD SUBSTRATE

ASBESTOS-CONTAINING SHEET FLOOR COVERING CONCEALED UNDER CARPET

ASBESTOS-CONTAINING POURED FLOORING AND MASTIC ON A CONCRETE SUBSTRATE

# LEGEND (CONTINUED)

ASBESTOS-CONTAINING FLOOR TILE AND MASTIC ON CONCRETE SUBSTRATE ASBESTOS-CONTAINING FLOOR TILE AND MASTIC.

UNDER CARPET, ON CONCRETE SUBSTRATE ASBESTOS-CONTAINING FLOOR TILE AND MASTIC UNDER NON-ASBESTOS FLOORING AND 1 LAYER OF UNDERLAYMENT ON PLYWOOD SUBSTRATE

REMNANT ASBESTOS-CONTAINING FLOOR TILE AND 1/1 1/1 1/1 1/1 MASTIC ASSUMED TO BE PRESENT UNDER CASEWORK

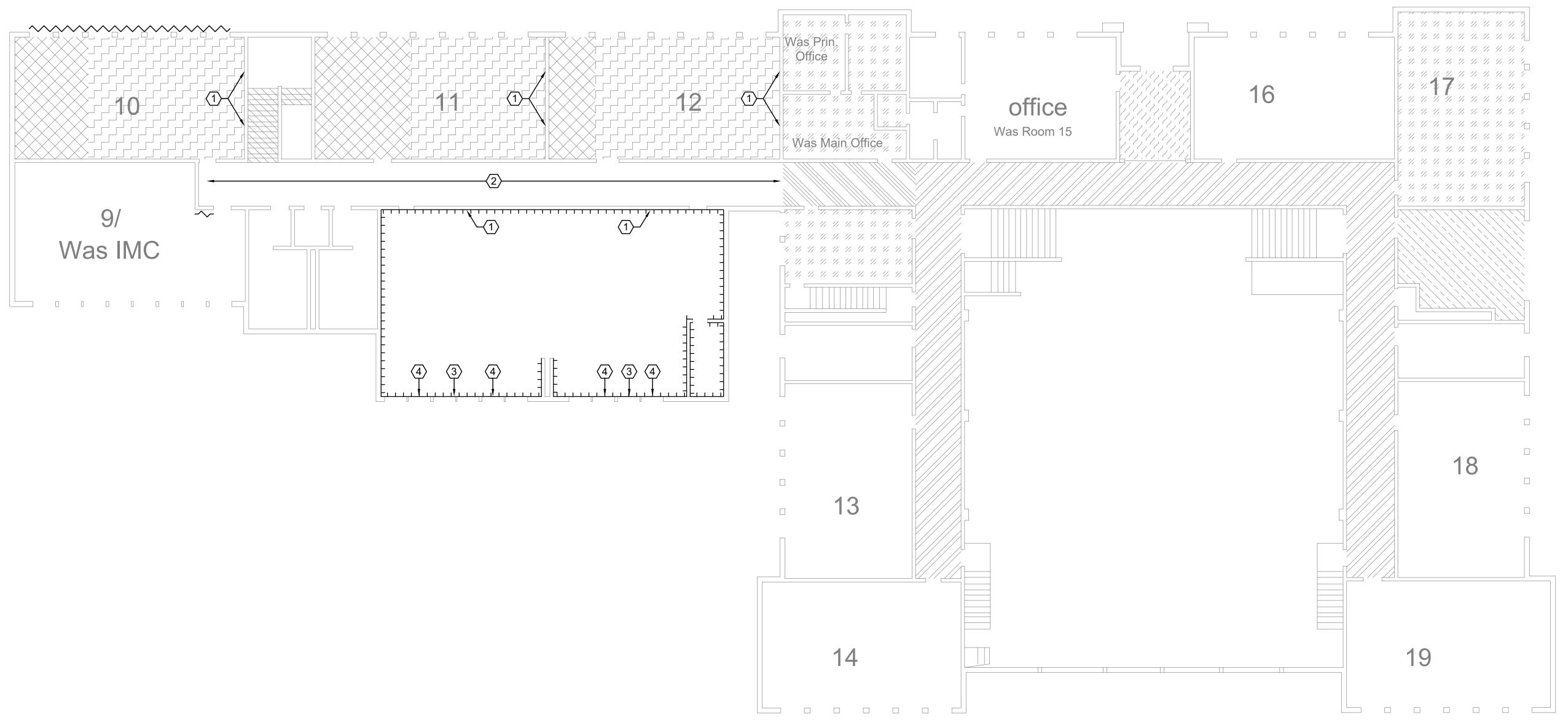
1/1 1/1 1/1 AND OTHER FIXTURES IN THIS ROOM COVEBASE MASTIC WITH <1% ASBESTOS

**-**

WINDOWS WITH ASBESTOS-CONTAINING GLAZING



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DRAWN BY

NOVEMBER 2019 **PROJECT NUMBER** 52504.001 0002

**SHEET DRAWING NO:** 

**UPPER LEVEL FLOOR PLAN**