

**CITY OF HOMER
INVITATION TO BID / BID DOCUMENTS**



Homer A-Frame Water Tank Demolition



This project is federally funded through an ADEC
Municipal Matching Grant (MMG #40909) and City of Homer
Accelerated Water and Sewer Fund (HAWSP)
And financed in part by ADWF Federal Loan (40909)

INVITATION TO BID
By the City of Homer, Alaska

Homer A-Frame Water Tank Demolition

Sealed bids for the **A-Frame PRV Water Tank Demolition** will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 p.m. Thursday, July 18, 2019**, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

A Pre-Bid Conference will be held at **1:30 PM, July 10, 2019** in the City Hall Second Floor Conference Room (491 East Pioneer Avenue) to answer bidder questions.

This project is funded through an Alaska Department of Environmental Conservation (ADEC) Municipal Matching Grant, an Alaska State Revolving Fund loan, and City of Homer Accelerated Water and Sewer Fund (HAWSP). The City's local bidder preference requirements do not apply to this contract; State and Federal prevailing wage rates (whichever is higher) will apply. MBE/WBE goals and Buy American Iron and Steel provisions are in affect. The work includes, but is not limited to the following:

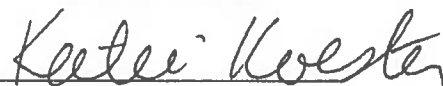
Disconnection of piping from the distribution system; removal of a 250,000 gallon steel water tank and associated piping; disposal of all non-asbestos containing demolition debris at the Homer landfill; disposal of all asbestos containing demolition debris at the Soldotna landfill; and final grading/seeding.

Please direct all technical questions regarding this project to: Carey Meyer, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska 99603, (907) 235-3170; cmeyer@ci.homer.ak.us.

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$100 per set (\$150 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may also be downloaded from the City's website. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 27th day of June, 2019.

CITY OF HOMER



Katie Koester, City Manager

Publish: Homer News – July 4 and July 11, 2019

Peninsula Clarion – July 6, 2019

Ad#19-067

City of Homer

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City of Homer
Homer A-Frame Water Tank Demolition

The City of Homer, Alaska is requesting bid proposals from qualified firms and individuals for the project described herein.

I. Scope of Services

The proposed work is located within the Homer City limits and is illustrated on the plans entitled:

A-Frame Water Tank Demolition 2019

The project consists of furnishing all labor, materials, equipment, tools, supervision and other facilities necessary for the performance of the work described herein and shown on the project drawings. The work includes but is not limited to the following:

Disconnection of piping from the distribution system, removal of a 250,000 gallon steel water tank and associated piping, disposal of all non-asbestos containing demolition debris at the Homer landfill, disposal of all asbestos containing demolition debris at the Soldotna landfill, and final grading/seeding.

II. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder must have a current contractor's license issued by the State of Alaska. The license must apply to the work described in the Invitation to Bid.

The City of Homer Standard Construction Specifications, 2011 Edition, shall supplement the project plans. A copy of the Homer Standard Construction Specifications (S.C.S.) may be obtained at the City of Homer Web Site, <http://www.cityofhomer-ak.gov/publicworks>

Federal and State Prevailing Rate Wages

See appendix for specific Davis Bacon Requirements.

This project is covered by the State of Alaska, Laborer's and Mechanic's Minimum Rates of Pay, **Title 36 Public Contracts, (AS 36.05 & 36.10) Pamphlet No. 600, Issue 37 and General Decision Number: AK190001 01/18/2019 AK1**. It is the responsibility of the bidder to determine the current rates of pay required and to submit the proper certified payrolls to the State Department of Labor.

In addition, Federal prevailing wage rates are applicable to this project. The higher of either the State of Alaska Department of Labor and Workforce Development Laborers' & Mechanics' Minimum Rates of Pay or the U.S. Department of Labor Wage Rates – General Decision Number: AK190001 01/18/2019 AK1 shall be used for each wage classification. Contractor shall be required to submit separate State of Alaska Department of Labor Certified Payrolls and U.S. Department of Labor

Certified Payrolls in accordance with the respective agency requirements, including submittal of signed Statements of Compliance.

Performance and Payment bonds in the amount of One Hundred Percent **100%** of the bid amount are required.

Bids must be submitted on the Bid Form and be received at the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603. **A bid bond is required.** Cashier checks in an amount equal to five percent (5%) of the bid are acceptable. Surety bonds are acceptable.

The City of Homer has a two-part bid process, Part A and Part B. Each portion of the bid must be submitted in separate envelopes. At the bid opening, Part B is opened first and must be complete and regular or Part A will not be opened and the bid will be rejected.

Part A of the bid contains the
Bid Form (**Part A**)
Bid Bond (**Part A**) and the Power of Attorney (if needed).
Part A must be submitted separately in an envelope marked Part A.

Part B of the bid contains the
Addenda Acknowledgement must be signed and included with the Bid. (**Part B**)
EEO-1 Certification (**Part B**)
Equal Employment Opportunity Clause form. (**Part B**)
DBE Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement (**Part B**)
Equal Employment Opportunity Statement of Acknowledgment (**Part B**)
Certification Regarding Debarment, Suspension and Other Responsibility Matters. (**Part B**)
The Anti-Discrimination Certificate. (**Part B**)
Contractor's Non-Collusion and Debarment. (**Part B**)
Certificate by Bidder of Compliance with the Use of American Iron and Steel (**Part B**)
Part B must be submitted separately in an envelope marked Part B.

III. Instruction to Bidders

The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the bidder that best meets the criteria stated below.

A. Qualification of Bidders

It is the intention of the City of Homer to award this contract to the lowest responsible, responsive Bidder who furnishes satisfactory evidence they have the requisite experience, ability and sufficient capital, facilities and plans to prosecute the work successfully (and properly) and to complete it within the time allowed in the Contract at the least cost to the City of Homer for dollars spent for value received.

If the signature on the Bid is by an agent, other than an Officer of a corporation or a member of a Co-partnership, a Power of Attorney must either be on file with the City Clerk prior to the Bid opening or submitted with the Bid in Part B.

B. Taxes

Attention is directed to the requirements of the General Conditions regarding the payment of taxes. All taxes that are lawfully assessed against Owner or Contractor in connection with the work shall be paid by the Contractor. The Bid prices shall include all such taxes.

The City of Homer is exempt from local sales taxes. The Contractor shall not include sales tax markup in his bid. However, in order to recoup sales tax the Contractor might pay at local vendors, the Contractor must secure a Tax Exempt card from the Kenai Peninsula Borough Tax Department.

C. Familiarization with the Work

Before submitting a Bid, each prospective Bidder shall familiarize themselves with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. The Contractor shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the work. The submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the Contract Documents and the provisions thereof. The failure or neglect of a Bidder to receive or examine any of the Bid Documents shall in no way relieve the bidder from any obligations with the respect to their Bid or to the Contract. Misinterpretation or a reputed lack of knowledge concerning the Bid will not serve as a basis for a claim for additional compensation.

1. Site Conditions

Each Bidder shall visit the site of the Work and completely inform himself relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials and utilities to be encountered, the arrangement and conditions of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operations of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

D. Interpretation of Bid Documents

All questions about the meaning or intent of the Contract Documents shall be submitted, in writing, to the Office of the Director of Public Works, 3575 Heath St. Homer Alaska, 99603. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City Clerk's Office as having received the Bidding documents. **The City of Homer will not be held responsible for questions received less than (7) days prior to the date of opening of Bids.** Only questions answered by formal

written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No questions will be answered the day of the bid due date.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Addendum Form, properly signed by the Bidder and placed in envelope B.

It shall be the Bidder's responsibility to inquire as to addenda issued. **Failure to include the Addenda Form in envelope B shall result in the Bid being rejected as non-responsive.**

E. Bid Bond Guarantee

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to carry on business in the State of Alaska, along with a General Power of Attorney form, if applicable, for payment to the City in the sum of five percent (5%) of the total amount of the Bid. **Failure to include the Bid Bond in envelope A of the Bid shall result in the Bid being rejected as non-responsive.**

The amount payable to the City under the Bid Bond or the certified or cashier's check, as the case may be, shall be forfeited to the City in case of a failure or neglect of the Bidder to furnish, execute, and deliver to the City required Performance and Payment Bonds, Evidences of Insurance, necessary forms or material required by the Bid or failure to enter into, execute and deliver to the City the Contract on the form provided therefor, within ten (10) working days after receipt of "Notice of Intent to Award Contract" by the City that the Contract is ready for execution. The "Award of Contract" will be made upon the execution of the Contract by the Bidder and the City.

F. Return of Bid Guarantee

Within thirty (30) days after the Bids are opened, the City will return the Bid Guarantees accompanying the Bids, which are not to be considered in making the award. The bid Guarantees of the three (3) lowest responsive Bids will be held until the Contract has been fully executed after which time the Guarantees will be returned to the respective Bidders who's Bids the Guarantees accompanied.

G. Contract Time

The Contract Time is an essential part of the Contract and it will be necessary for each Bidder to satisfy the City of his ability to complete the work within the time set forth in the Bid form. Provision delays, liquidated damages, and extensions of time are set forth in the Standard Construction Specifications. Time is of the essence in this contract.

H. Bids

1. Preparation of Bids

Bids must be submitted on the forms provided by the city and completed in all respects as required by the Bid Documents. Bids shall include all information requested herein, and be manually signed by the Bidder or the Bidder's duly authorized representative, with the Bidder's address and phone number. If the signature is by an agent, other than an Officer of a Corporation, or a member of a Co-partnership, a Power of Attorney must be on file with the City Clerk prior to opening the Bid or submitted in envelope B of the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized, and will be rejected as non-responsive. **All Bids must be regular in every respect, and no alterations shall be made to the Bid form.** If erasures or changes appear on the forms, each must be initialed by the person signing the Bid. No oral, telegraphic or telephone proposals will be considered.

Bids will be received at the City Clerk's Office located at 491 East Pioneer Avenue, Homer, Alaska 99603, until the time indicated on the Invitation to Bid. Each Bid shall be submitted enclosed in a sealed, opaque envelope. **The Bidder shall see that the Bid title and date of Bid opening is on the lower left-hand corner of the envelope.** The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. Promised overnight delivery from the Post office or private carriers usually is an inaccurate statement for Alaska and Homer Area.

No consideration will be given by the city to a claim of error unless such claim is made to the city in writing within two (2) hours after the time of Bid opening. Written verification and supporting evidence of the error shall be delivered to the City Clerk within 24 hours of the Bid Opening (not including Saturday, Sunday or legal holidays) to allow consideration of the claim for error. Supporting evidence shall be original documents, including cost breakdown sheets, supplier quotes and other documents used to compute the Bid.

It is the bidder's responsibility to see that Bids are deposited at the time and place set forth for the public opening of Bids. Bids not received by the time will not be accepted and will be returned to the Bidder in the sealed bid envelope.

II. The City of Homer Local Bidder Preference does not apply to this contract.

BIDDER'S CHECKLIST
City of Homer Alaska, A-Frame Water Tank Demolition

The following items must be completed and accompany the Bid unless noted otherwise (Note: This checklist consists of one (1) page):

Part A

1. BID FORM (Schedule), must be complete. The Bid form must be signed with the name and address of bidder typed or clearly printed, and a copy of the bidder's Alaska State Contract License must be included. **(Part A)**
2. BID BOND, Cashier's Check, Certified Check, or Cash in the amount of Five percent (5%) of the MAXIMUM BID must be included. **(Part A)**

Part B

3. Addenda Acknowledgement must be signed and included with the Bid. **(Part B)**
4. EEO-1 Certification **(Part B)**
5. Equal Employment Opportunity Clause form. **(Part B)**
6. DBE Minority and Women-Owned Business Enterprises (MBE/WBE) Compliance Statement **(Part B)**
7. Equal Employment Opportunity Statement of Acknowledgment **(Part B)**
8. Certification Regarding Debarment, Suspension and Other Responsibility Matters. **(Part B)**
9. The Anti-Discrimination Certificate. **(Part B)**
10. Contractor's Non-Collusion and Debarment. **(Part B)**
11. Certificate by Bidder of Compliance with the Use of American Iron and Steel Law

All Bids must contain the items listed above in complete form and must be filled out and signed.

The following documents will be required from the selected contractor **within three (3) days** of receipt of the notice of intent to award:

1. Minority And Women-Owned Business Enterprise Report of Participation (Disadvantaged Business Enterprise) form must be filled out and signed.
2. Minority And Women-Owned Business Enterprise Contact Documentation (Disadvantaged Business Enterprise) form must be filled out and signed.
3. Equal Employment Statement of Acknowledgment form filled out by each subcontractor participating in the contract.

(See Appendix A - disadvantage business enterprise overview for ongoing contract reporting requirements)

END OF SECTION

-IB-6-

IV. BID SCHEDULE

Part A

Bid Schedule

Homer A-Frame Tank Demolition

ITEM NO.	BASE BID ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE
1	Mobilization/Demobilization	Lump Sum	1	
2	Disconnect Tank Piping From Distribution System	Lump Sum	1	
3	Tank/Piping Demolition	Lump Sum	1	
4	Demolition Debris Disposal	Lump Sum	1	
9	Final Grading, Topsoil, and Seeding	Lump Sum	1	

Total Base Bid Price =

Name of Firm _____

Address of Firm _____

Authorized Signature _____

Printed Name _____

Title of Signatory _____

Date of Bid _____

Phone # _____

Email Address _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

Hereinafter called the PRINCIPAL, and _____

a Corporation duly organized under the laws of the State of Alaska having its principal place of business at _____

In the State of Alaska, and authorized to do business in the State of Alaska, as SURETY, are held and firmly bound unto the City of Homer hereinafter called the OBLIGEE, in the penal

sum of _____ DOLLARS (\$ _____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has herewith submitted his or its BID for _____

_____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void: if the PRINCIPAL shall fail to execute the proposed Contract and furnish the Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages:

Signed and sealed this _____ Day of _____, 2019.

PRINCIPAL: _____

BY: _____

SURETY: _____

ATTORNEY-IN-FACT: _____

Part B

ADDENDA ACKNOWLEDGMENT

Project Name: **Homer A-Frame Water Tank Demolition**

I hereby acknowledge addenda numbers:

Name of Firm: _____

Signature of Bidder: _____

Date: _____

This Acknowledgement must be included with Part B of the Bid or the Bid will be considered non-responsive.

City of Homer

Equal Employment Opportunity (EEO – 1) CERTIFICATION

The following Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by BIDDERS and proposed SUBCONTRACTORS in connections with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt.) Proposed PRIME CONTRACTORS and SUBCONTRACTORS who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports, should note the 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period as specified by the Federal Highway Administration; by the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor; or by the Equal Employment Opportunity Commission.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. The Employer Information Report EEO-1 (Standard Form 100) is not a voluntary survey. The filing of the report is in accordance with Standard Form 100 instructions and is required by Federal law. The applicable law is Section 709©, Title VII, Civil rights Act of 1964 and regulations issued by the Equal Opportunity Commission under that law are reprinted in Appendix (6). Under Section 710(b) of Title VII, the Commission may obtain an order from a United States District Court compelling a covered employer to file this report. Under Section 209 (a) of Executive Order 11246, the penalties for failure by a Federal contractor or subcontractor to comply may include termination of the Federal government contract and debarment from future Federal contracts.

It is the employer's responsibility to keep current on all EEO-1 filing requirements. All inquiries and requests for special procedures should be directed to: Office of Federal Contract Compliance Programs, Department of Labor, Federal Building/U.S. Court House, 701 C Street, Box 55, Anchorage, AK 99513. Blank reporting forms may be obtained from: The Joint Reporting committee, P.O. Box 2236, Norfolk, Virginia 23501 (804) 625-3734.

(CHECK APPLICABLE BLOCK) The BIDDER _____ or proposed SUBCONTRACTOR _____ hereby certifies:

1. Their firm has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause as required by Federal Executive Order 11246, Section 201 (301 F.R. 12319) YES _____ NO _____
 - A. Their firm has filed all reports due under the applicable filing requirement with the Joint Reporting Committee Opportunity Commission as stated in this certifications. YES _____ NO _____
2. Their firm has participated in a previous City of Homer construction contract or subcontract. YES _____ NO _____
 - A. Their firm has filed all the EEO reports due under applicable filing requirements of the city of Homer Department of Public Works. YES _____ NO _____

Signature of Authorized Representative of Company

Date

Name of Company

Phone Number

Address of Company

Zip Code

PROJECT NAME
Homer A-Frame Water Tank Demolition

This certificate (2 pages) needs to be included with the Bid Documents Part B or the Bid will be considered non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees to comply with OFCC Regulations 40 CFR 60.1.4 (1) through (7) as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Title)

(Date)

This form (2 pages) must be included with the Bid, Part B, or the Bid will be considered non-responsive.

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
COMPLIANCE STATEMENT**

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

The _____ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of 5.21% participation (with a good faith effort of 3.67% MBE and 1.54% WBE, Effective October 1, 2016 thru September 30, 2019) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.

The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).

We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.

We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.

Company Name _____ RFP/Contract _____

Authorized Signature _____

Title _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT**

This statement of acknowledgement is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be completed by each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE Bidder proposed Subcontractor hereby **CERTIFIES:**

PART A. Bidders and proposed subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

NO (go to PART B) YES (go to PART C)

PART B. The company named below (Part C) has submitted the Standard Report Form 100 this year, or intends to at this time.

NO YES

NOTE: Bidders and proposed Subcontractors who file Standard Report Form 100 may also be required to file Form CC-257 Monthly Employment Utilization Report if the project has significant financial impact on a community, or the bidder/subcontractor has signed an agreement to do so. At a minimum, the bidder/subcontractor is required to maintain records which reflect the reporting requirements of CC-257. Standard Report Form 100 and instructions may be obtained by writing to:

EEO-1 Joint Reporting Committee
P.O. Box 19100
Washington, DC 20036-9100
Telephone (866) 286-6440
Email: el.techassistance@eeoc.gov

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

() _____
Telephone No.

Address of Company

Zip Code

Project Name

Contract Number



EPA Project Control Number

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

ANTI-DISCRIMINATION CERTIFICATE

The BIDDER hereby covenants, stipulates, and agrees that no person shall be discriminated against in the bidding of the services and/or materials hereinunder and that the BIDDER shall not refuse to hire any person therefore because of such person's race, creed, color, or national origin, unless based on a bonafide occupational qualification. Also, the BIDDER will in no manner discriminate against any person because of such person's race, creed, color, or national origin. Any such discrimination shall be deemed a violation of this Bid and shall render this Bid subject to forfeiture.

Contractor's Signature: _____

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (title) of _____ to be the free and voluntary act of such party of the uses and purposes mentioned in the instrument.

Dated: _____, 2019

Notary Public for _____

Residing at: _____

(Seal or Stamp)

My Commission Expires: _____

CONTRACTOR'S NON-COLLUSION AND DEBARMENT AFFIDAVIT

I, the undersigned, an authorized representative of _____
being first duly sworn on oath hereby certify that the Bid submitted is a genuine and not a sham or
collusive Bid, or made in the interest or on behalf of any person not therein named; and I further
state that the said firm, association or corporation (hereinafter referred to as "Firm") has not directly
or indirectly inducted or solicited any Bidder on the above work or supplies to put in a sham Bid, or
any other person or corporation to refrain from bidding; and that said Firm, has not in any manner
sought by collusion to secure to the Firm, an advantage over other bidder or bidders.

I further certify that, except as noted below, the Firm or any person in a controlling capacity
associated therewith or any position involving the administration of federal funds; is not currently
under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal
agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any
federal agency within the past 3 years; does not have a proposed debarment pending; and has not
been indicted, convicted or had a civil judgment rendered against said person or Firm, by a court of
competent jurisdiction in any matter involving fraud or official misconduct within the past three
years.

Exceptions noted:

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2019.

(Seal or Stamp)

Notary Public for _____

Residing at: _____

My Commission Expires: _____



STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
 USE OF AMERICAN IRON AND STEEL

CERTIFICATION BY BIDDER
 OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
 enacted on 1/17/2014

We, the bidding prime contractor and subcontractors, as named below, hereby certify that all the American iron and steel used in the Project named _____, also identified as Project Loan No _____ will comply with the Use of American Iron and Steel Law, or obtain the necessary waiver(s) from the U.S. Environmental Protection Agency.

Prime Contractor Name: _____

Signature of Official	Printed name	Date
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<u>Subcontractor Name</u>	<u>Signature of Official</u>	<u>Date</u>
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STATE OF ALASKA
MUNICIPAL GRANTS & LOANS
ALASKA CLEAN/DRINKING WATER FUND
USE OF AMERICAN IRON AND STEEL

From the “Consolidated Appropriations Act, 2014” H.R. 3547
(PL113-76, enacted 1/17/2014), and as codified under section 608 of the
FWPCA (Federal Water Pollution Control Act)

“SEC. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.”

V. Contract Documents

C O N T R A C T

This Contract, made and entered into by and between the City of Homer, Alaska, a Municipal Corporation, hereinafter called the "City" and

Hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the City and of the covenants and agreements herein contained, hereby agrees at his own cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for City to the extent of the Bid made by the contractor, dated the _____ day of _____, 2019, all in full compliance with the Contract documents referred to herein as:

City of Homer Alaska, A-Frame Water Tank Demolition

- a) Invitation to Bid
- b) The signed copy of the Bid
- c) The Bid Bond
- d) The 2000 Homer Standard Construction Specifications
- e) All Addenda, totaling _____
- f) The drawings which consist of 4 sheets entitled

A-Frame Water Tank Demolition 2019

Are hereby referred to and reference made a part of the Contract as fully and completely as if the same were fully set forth herein.

In consideration of the performance of the work as set forth in these Contract Documents, the city agrees to pay to the contractor the amounts specified bid in the Bid and to make such payments upon the Contractor's invoicing as approved by the City Engineer.

CONTRACT

CONTRACT COMPLETION TIME

The Contractor agrees to complete the project, in all respects **November 15, 2019**

CONTRACT AMOUNT

\$ _____
In Numbers

\$ _____
In Words

LIQUIDATED DAMAGES:

Liquidated damages in the amount of **\$500.00** per day will apply to the Contractor's unexcused delay in the Completion of Construction. The liquidated damage amount specified herein shall only apply to damages and expenses the Owner may incur as a result of a delay in placing the facility into use and operation exclusive of third party damages or claims. The liquidated damage amount shall not cover any damages or expenses the Owner may incur as a result of the Contractor's unexcused delay in completing any portion of all of the Project, which delay results in whole or in part in delay, disruption, hindrance, interference, damages or expenses to any third party. The Contractor shall remain liable for the full amount of any such delay damages or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the Contract.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _
day of _____, 2019.

CITY OF HOMER

By: _____

Title: Katie Koester, City Manager

CONTRACTOR

(Contractor)

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer, hereinafter called "Owner," in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2019.

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address - Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer,

hereinafter called "Owner," in the penal sum of _____

dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing material for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void: otherwise to remain in full for and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2019.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address-Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the Surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

VI. Project Schedule

City of Homer Alaska, A-Frame Water Tank Demolition

No Later Than

Pre-Bid Conference.....1:30 July 10th 2019
Bid Opening.....2:00 July 18th 2019
Notice of Intent to Award.....July 23rd 2019
Notice to Proceed..... July 31st 2019
Construction Completion.....November 15th 2019

VII. Supplemental Technical Specifications

DIVISION 01 – GENERAL

010000 Table of Contents
010001 Special Provisions

DIVISION 02 – EXISTING CONDITIONS

024116 Structure Demolition
024120 Remove Pipe
028233 Removal and Disposal of Asbestos
Containing Materials
028333 Removal and Disposal of Materials
Containing Lead

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Work included:

1. Site demolition includes, but is not limited to:

- a. Remove and dispose or salvage all tank materials, including: aluminum sheet metal siding, ladders, manways, vent pipe, tank shells, angles, column, footings, beams, roofing materials, pipes, and any other obstructions which are not designated to remain. Backfill the resulting trenches, holes and pits with suitable, non-frost-susceptible materials as shown on drawings and compact to not less than ninety- five (95%) maximum dry density.

B. Related Work Specified Elsewhere

1. Section 028233 Removal and Disposal of Asbestos Containing Materials
2. Section 028333 Removal and Disposal of Materials Containing Lead
3. Section 312000 Earthwork

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 SITE DEMOLITION

A. General:

1. Prior to demolition, coordinate the disconnection and termination of all utilities with the local utility providers.
2. During demolition, remove any hazardous materials and transport to an appropriate facility for recycling or disposal per Sections 028233 and 028333.
3. Raze, remove, and dispose of, or salvage all buildings and foundations, structures, and other obstructions, any portions of which are within the project property except utilities and those for which other provisions have been made for removal.

4. Fill basements, or cavities left by structure removal, to the level of the surrounding ground and, if within the prism of construction, compact backfill as specified under Section 312000 Earthwork.

3.2 ENVIRONMENTAL CONTROLS

- A. Comply with federal, state and local regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.
- B. Protection of Natural Resources: Preserve the natural resources within the project boundaries or restore to an equivalent condition.
 1. Confine demolition activities to work area limits indicated on the drawings.
 - a. Temporary Construction: Remove indications of temporary construction facilities, such as haul roads, work areas, structures, stockpiles or waste areas.
 2. Water Resources: Comply with applicable regulations concerning the direct or indirect discharge of pollutants to underground and natural surface waters.
 - a. Oily Substances: Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water.
 - b. Store and service construction equipment at areas designated for collection of oil wastes.
 3. Dust Control, Air Pollution, and Odor Control: Prevent creation of dust, air pollution and odors.
 - a. Use temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
 - b. Store volatile liquids, including fuels and solvents, in closed containers.
 - c. Properly maintain equipment to reduce gaseous pollutant emissions.

3.3 DISPOSAL OF WASTE MATERIALS

- A. Offsite Disposal:
 1. Legally transport and dispose of materials to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
 - a. Before dumping materials or debris on private or public landfill, obtain from the owner of such landfill written permission for such dumping and a waiver of all claims against the property owner where items originated for any damage to such

land which may result, together with all permits required by law for such dumping. Furnish a copy of such permission, waiver of claims, and permits to the Engineer before commencing work.

2. Become familiar with the conditions for acceptance of excavation and demolition materials at recycling facilities, prior to delivering materials.
3. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
4. Do not burn, bury or otherwise dispose of rubbish and waste materials on project site.
5. Remove waste materials from Owner's property and dispose of offsite. The Contractor shall be responsible for furnishing an offsite disposal site.

END OF SECTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The work under this Section consists of performing all operations pertaining to the removal of and disposal or salvage of existing pipes (of whatever size encountered), when encountered in the excavation and/or as directed by the Engineer.
- B. Related Work Specified Elsewhere:
 - 1. Section 312000 Earthwork

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. Contractor shall provide a disposal site for non-salvageable material as approved by the Engineer.
- B. Contractor shall segregate excavated material and backfill to match existing soil strata.
- C. Contractor shall provide water-tight caps on the ends of all pipes abandoned in place.
- D. Within the limits of the gravel pad, Contractor shall backfill the excavation with suitable, non-frost-susceptible materials as shown on drawings and compact to not less than ninety-five (95%) of maximum density as approved Engineer.

END OF SECTION

SECTION 02 82 33 – REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. Section 02 83 33 Removal and Disposal of Materials Containing Lead
- B. Existing Hazardous Materials Survey
 - a. Taku Engineering LLC
 - b. Satori Group Inc.

1.2 DESCRIPTION OF WORK

- A. Work for this project requires the disturbance or removal of asbestos containing material as identified in the 2018 Taku Engineering A-Frame Water Tank Inspection Report. All activities that have the potential to disturb ACM must follow all applicable OSHA and EPA regulations. The following ACM is anticipated to be removed or disturbed during demolition activities:

- 1. Homer Water Tower:**

- a. External black mastic under foam insulation around tank
 - B. Additional ACM or other hazardous materials may be encountered in or around the Homer Water Tower during the project. If encountered, the removal or disturbance of this material must adhere to all applicable OSHA and EPA regulations.
 - C. The findings presented in the A-Frame Water Tank Inspection Report and this document are intended as a baseline for bidding purposes. It is the Contractor's responsibility to verify the reports and notify the owner before starting work of any discrepancies.
 - D. ACM and items contaminated from abatement activities become the responsibility of the Contractor. Contractor is required to transport and dispose of ACM waste according to 49 CFR and 40 CFR at an approved landfill.
 - E. Areas adjacent to the site may be occupied during the course of work. Where other people are present, the Contractor is responsible to coordinate with the appropriate personnel to prevent exposure to non-abatement personnel. It is the responsibility of the Contractor to secure the work area at end of shift times or any other times when work is not ongoing.

1.3 REFERENCES

- A. Title 29 Codes of Federal Regulations (CFR), Department of Labor (USDOL)
 - a. Part 1910 General Occupational Safety and Health Standards
 - b. Part 1926 Safety and Health Regulations for Construction
- B. Title 40 CFR, Environmental Protection Agency (EPA)
 - a. Part 61 National Emission Standards for Hazardous Air Pollutants
 - b. Part 311 Worker Protection
 - c. Part 763 Asbestos
- C. Title 49 CFR, Department of Transportation (DOT)
 - a. Part 171 General Information, Regulations and Definitions
 - b. Part 172 Hazardous Materials Communication and Regulations
 - c. Part 173 General Requirements for Shipments and Packaging
 - d. Part 177 Carriage by Public Highway
 - e. Part 178 Specifications for Packaging

- f. Part 382 Requirements for Drug Testing
- g. Part 383 Commercial Driver's License Standards

- D. State of Alaska Administrative Codes (AAC)
 - a. 8 AAC 61 Occupational Safety and Health Standards
 - b. 18 AAC 60 Solid Waste Management

- E. Federal Standards
 - a. 313D Safety Data Sheets

- F. American National Standard Institute (ANSI)
 - a. Z9.2 Local Exhaust Systems
 - b. Z87.1 Eye and Face Protection
 - c. Z88.2 Practices for Respiratory Protection

- G. American Society for Testing and Materials (ASTM)
 - a. D-4397 Polyethylene Sheeting

- H. National Institute of Occupational Safety and Health (NIOSH)
 - a. Manual of Analytical Methods, Current Edition

1.4 DEFINITIONS

- A. ACM Removal: means any activity involving the demolition, removal, enclosure, renovation or encapsulation of friable and non-friable asbestos containing material.

- B. Air Monitoring: The process of taking air samples to monitor the number of airborne asbestos fibers in an area or on workers to document exposure for OSHA regulations.

- C. Amended Water: Water containing a wetting agent or surfactant with a surface tension of at least 29 dynes per square centimeter.

- D. Asbestos: Includes chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, and any of these minerals that have been chemically treated and/or altered. In addition, presumed asbestos containing material (PACM) is also treated as asbestos.

- E. Asbestos-Containing Material (ACM): Any material containing more than one percent asbestos.

- F. Asbestos-Containing Material Waste: Any material contaminated with an asbestos containing material, which is to be removed from a work area for disposal.

- G. Authorized Person: Any person authorized by the Contractor and required by work duties to be present in the regulated areas.

- H. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

- I. Building Inspector: Individual who inspects buildings for asbestos and has EPA Model Accreditation Plan (MAP) "Building Inspector" training; accreditation required by 40 CFR 763, Subpart E, Appendix C, has EPA/State certification/license as a "Building Inspector".

- J. Class I Asbestos Work: Activities defined by OSHA involving the removal of thermal system insulation (TSI) and surfacing ACM.

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

Division 02

Section 02 82 33

- K. **Class II Asbestos Work:** Activities defined by OSHA involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos - containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastic. Certain "incidental" roofing materials such as mastic, flashing and cements when they are still intact are excluded from Class II asbestos work. Removal of small amounts of these materials which would fit into a glovebag may be classified as a Class III job.
- L. **Class III Asbestos Work:** Activities defined by OSHA that involve repair and maintenance operations, where ACM, including TSI and surfacing ACM, is likely to be disturbed. Operations may include drilling, abrading, cutting a hole, cable pulling, crawling through tunnels or attics and spaces above the ceiling, where asbestos is actively disturbed or asbestos-containing debris is actively disturbed.
- M. **Clean Room:** An uncontaminated room having facilities for the storage of employees' street clothing and uncontaminated materials and equipment.
- N. **Competent Person:** A supervisor currently certified as an asbestos worker by the State of Alaska who is capable of identifying existing asbestos, tremolite, anthophyllite, or actinolite hazards contained in building materials in the workplace or job site and who has the authority to take corrective measures to eliminate them, as specified in CFR 1926.32 (f) and the specifications.
- O. **Containment Area:** An area where asbestos removal operations are performed which is isolated by physical boundaries to completely prevent the spread of asbestos dust, fibers or debris.
- P. **Critical Barrier:** Layers of flame resistant polyethylene sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.
- Q. **Demarcation:** Critical barriers, negative-pressure enclosures, and signs serve to demarcate the regulated area.
- R. **Demolition:** The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.
- S. **Disposal Bag:** A 6 mil thick, leak-tight plastic bag, labeled in accordance with 29 CFR 1926.1101, used for transporting asbestos waste from containment to disposal site
- T. **Disturbance:** Activities that disrupt the matrix of ACM, crumble or pulverize ACM, or generate visible debris from ACM. Disturbance includes cutting away small amounts of ACM, no greater than the amount which can be contained in 1 standard sized glovebag or waste bag, not larger than 60 inches in length and width in order to access a building component.
- U. **Excursion Limit (EL):** An airborne concentration of asbestos of 1.0 f/cc as measured over a thirty minute time period. Contractor shall ensure that no employee is exposed to a level higher than this limit.
- V. **Fibers:** A particulate form of asbestos 5 micrometers or longer, with a length-to diameter ratio of at least 3 to 1.
- W. **Friable Asbestos Material:** Material that contains more than 1 percent asbestos by weight and which can be crumbled, pulverized or caused to release fibers by hand pressure when dry. Nonfriable material which becomes friable during ACM removal shall be considered and

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

Division 02
Section 02 82 33

handled as friable.

- X. Glovebag: Not more than a 60 by 60 inch impervious plastic bag-like enclosure affixed around an asbestos-containing material, with glove-like appendages through which material and tools may be handled.
- Y. Ground Fault Circuit Interrupter: A device which automatically de-energizes any voltage system component which has developed a fault in the ground line.
- Z. HEPA Filter: High Efficiency Particulate Air filter capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of 0.3 micrometers in diameter.
- AA. Intact: ACM which has not crumbled, been pulverized, or otherwise deteriorated so that the asbestos is no longer likely to be bound with its matrix. Removal of "intact" asphaltic, resinous, cementitious products does not render the ACM non-intact simply by being separated into smaller pieces.
- BB. Negative Exposure Assessment: A demonstration by the Contractor that employee exposure during an operation is or will be consistently below the PEL.
- CC. Non-friable Asbestos Material: Material that contains asbestos and which the asbestos fibers have been locked in by a bonding agent, coating, binder or other material so that the asbestos is well bound and will not release fibers during any appropriate use, handling, storage, transportation or processing. Non-friable material that may become friable during demolition operations shall be considered friable.
- DD. Permissible Exposure Limit (PEL): Airborne concentrations of asbestos greater than 0.1 f/cc as measured over an eight-hour time period. Contractor must ensure that no employee is exposed to a level higher than this limit.
- EE. Regulated Area: An area established by the Contractor to demarcate areas where Class I, II and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate, and a work area within which airborne concentrations of asbestos exceed, or there is a reasonable possibility that they may exceed, the permissible exposure limit.
- FF. Removal: All operations where ACM and/or PACM is taken out or stripped from structures or substrates, and includes demolition operations.
- GG. Transport: All activities from receipt of the containerized asbestos waste at the generation site until it has been properly unloaded at the disposal site.
- HH. Time Weighted Average (TWA): The sum of the fiber concentrations in f/cc multiplied by the sample durations in minutes divided by the sum of the sample durations in minutes.
- II. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. A Work Area is a Regulated Area as defined by 29 CFR 1926.

1.5 SUBMITTALS AND NOTICES

1.5.1 PRE-WORK SUBMITTALS

- A. Contractors shall submit pre-work submittals and obtain written approval from the Owners Representative before work may start.
 - B. Initial submittals: Contractors shall submit the following information 25 days prior to beginning work on the project. No hazardous materials handling or abatement shall begin prior to written approval of submittals.
 - C. If any changes or updates are made to these documents after work begins, notification of the change must be submitted and approved before implementing the change. Items to be submitted are listed here.
 - D. Contractors shall submit:
 - a. Asbestos Work Plan and shop drawings
 - b. Any independent testing laboratories that may be used
 - c. All applicable EPA and AKDOL notifications
 - d. Schedule of completion
 - e. Competent person's name and qualifications
 - f. All worker certifications and medical approvals
 - g. Contractor's insurance
 - h. Site safety health plan and respiratory protection plan
1. Work plan shall encompass all stages of work. It must outline the removal procedures and demonstrate that they comply with 40 CFR and 29 CFR regulatory requirements. The work plan will detail out how the Contractor will set up each area, ensure worker protection, removal procedures, initial exposure assessments, and air monitoring procedures. Contractor must detail how air monitoring will comply with standards outlined in 29 CFR 1926.1101. Contractor will submit disposal authorization at an EPA permitted landfill.
 2. Shop drawings shall be submitted for every area in which work will take place. Drawings must show locations of all necessary components of the containment. This includes, but is not limited to, location of critical barriers, decontamination area, waste load out area, and emergency entry/egress path.
 3. Monitoring on site will be done by the contractor in accordance with all applicable OSHA and EPA regulations to include interior and exterior monitoring during all abatement activities. The contractor must submit all certifications for air monitoring personnel and any laboratory used.
 4. For bulk samples, the laboratory must be accredited by the National Institute for Science and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
 5. Contractor must submit, where applicable, all notifications to EPA and AKDOL. This includes, but is not limited to, EPA's NESHAP notification for demolitions and renovations, and asbestos abatement notification to the Alaska DOL.
 6. Submit a copy of the current Project Designer certification for the Work Plan creation.
 7. Contractor is required to submit a schedule of completion for abatement work that includes specific start and stop dates.

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8. A competent person must be identified by the Contractor and is required to be onsite when work is being done. The name, current certification, and a complete listing of qualifications showing competence must be submitted to be approved by the owner. The competent person will be responsible for ensuring that the approved work plan is followed and all EPA and OSHA regulations are obeyed.
9. Each worker is required to have current State of Alaska Abatement certification and medical approval. It is the Contractor's responsibility to ensure this and must submit current certifications for all workers entering the containment.
10. Contractor must submit proof of insurance showing coverage to the monetary level of the contract amount.
11. Contractor must submit the most updated version of their site safety health plan and respiratory protection plan. These plans must be updated regularly and include all aspects found in 29 CFR 1910.1200, and 29 CFR 1910.134. The program administrators name and contact information must be listed in each plan.

1.5.2 DAILY JOB SUBMITTALS

1. Daily Field Logs: Submit copies of all field logs to the Owner Representative daily, prior to the end of the next work shift. Daily logs shall indicate the date, time, identity, company or agency represented, and reason for entry of all persons entering the work area, and the type, amount and location(s) of all ACMs removed, and work stoppages/delays.
2. Entry/Exit logs: Submit copies of regulated area entry/exit logs to the onsite Owner Representative on a daily basis prior to the end of the next work shift.
3. Asbestos Training: Upon verbal request, immediately make available to the Owner's Representative proof of Asbestos Worker Certification or Asbestos Supervisor Certification.
4. Provide copies of worker training certification to the Owner's Representative upon request.
5. Work Plan modification/clarification: In the event that on-site activities will require departure from any and all aspects of the information outlined in the pre-approved Work Plan, submit written clarification/modification of proposed changes to the Owner's Representative for review and approval prior to performing that work.
6. Disposal Manifests: Submit copies of all asbestos waste transportation and disposal manifests including signed receipts from the landfill, and or chain-of-custody. A copy of the disposal information for asbestos waste shall be submitted within 5 days of leaving the project site. The intent of this requirement is to track the disposition of the asbestos waste at all times.

1.5.3 POST PROJECT SUBMITTALS

- A. Post project submittals will be submitted as one whole closeout package within 4 weeks of passing clearances. This packet must be signed and dated by the Contractor. The packet must include, but is not limited to, the following:
 1. Documentation showing removal complying with the specifications
 2. Start and finish dates
 3. Daily logs that include any changes to scope of work or work procedures and regulated sign in sheets. Safety meeting documentation must be included as well.
 4. Daily air monitoring reports
 5. Clearance air monitoring reports (if required)
 6. Receipt for disposal from the permitted landfill

1.5.4 ON-SITE DOCUMENTATION

- A. Contractor must have a copy of the respiratory protection plan and site safety health plan onsite at all times. These materials shall be easily accessible to all workers and inspectors.
- B. The approved AKDOL notice, listing location, dates, and worker certification and expiration date must be onsite.
- C. The regulated area sign in sheet.
- D. Safety Data Sheets for any chemical to be used or encountered on the jobsite must be present and easily accessible.

1.6 LIABILITY

- A. The Contractor is an independent Contractor and not an employee of the Owner, or Owners Representative. The Owner, Engineer, Engineer's Consultant, and the Owners Representative shall have no liability to the Contractor or any third persons for Contractor's failure to faithfully perform and follow the provisions of these Specifications and the requirements of the governing agencies. Notwithstanding the failure of the Owner, Engineer, Engineer's Consultant or the Owner's Representative to discover a violation by the Contractor of any of the provisions of these Specifications, or to require the Contractor to fully perform and follow any of them, such failure shall not constitute a waiver of any of the requirements of these Specifications which shall remain fully binding upon the Contractor.
- B. Subcontractors employed by the Contractor shall be bound to all the work and safety standards specified. Subcontractor's personnel shall meet requirements as specified, and shall be supervised by the Contractor during performance of this work.

1.7 QUALITY ASSURANCE

1.7.1 POST REMOVAL

The Owner's Representative shall perform visual inspections after the removal of asbestos-containing materials are complete. The Contractor shall assist the Owner's Representative with the visual inspection and provide the necessary equipment to conduct such inspections. The Contractor's certified asbestos supervisor shall escort the Owner's Representative on all such inspections when requested. The Contractor shall give a minimum of 24 hour written notice for all visual inspections of regulated work areas.

1.7.2 OBSERVATIONS

The Owner's Representative shall perform observations regarding: integrity of isolation barriers, decontamination facilities, worker protection, performance of abatement operations, and conformance to the Specification, and EPA/OSHA regulations.

1.7.3 STOP WORK

The Owner's Representative shall notify the Contractor in writing to stop work if it is determined that work practices are in violation of regulations, these Specifications, or work is endangering workers or occupants of the building. The Contractor shall continue work when conditions and

actions are corrected and when written authorization is received from the Owner's Representative.

PART 2 - PRODUCTS

2.1 PERSONAL PROTECTIVE EQUIPMENT

- A. It is the Contractor's responsibility to protect workers from all known hazards. Hazards include, but are not limited to, ACM, LBP, other hazardous materials, electric shock, heat stress, slips, and trips. To address potential hazards, the competent person shall conduct a hazard assessment before work starts each day and conduct a safety meeting. This meeting shall identify all worksite hazards and address the proper protective measures.
- B. Respiratory protection must be provided to the workers when required. Determination of respirator requirement, type of respirator, and requirements for wearing a respirator must be included in the Contractor's respiratory protection plan. Respirator use must be in compliance with 29 CFR 1910.134.
- C. When required to be worn, the Contractor must provide workers, at no cost, with a respirator that will sufficiently protect them. Any respirator used must be approved by NIOSH. Disposable and paper dust masks are not acceptable to be used during asbestos abatement as stated in 29 CFR 1926.1101. If an employee requests to use a powered air purifying respirator (PAPR) the Contractor is obligated to supply one to the worker.
- D. Before respirators may be worn the worker must have undergone a fit test and medical examination. Medical examinations must be performed by a licensed health care physician once a year to meet 29 CFR 1910.134.
- E. Respirators must be fitted with cartridges that address all hazards onsite. High efficiency particulate filter (HEPA) cartridges approved by NIOSH must be used for asbestos work. If other hazardous material will be encountered the cartridges used must be approved by NIOSH to protect against that specific hazard.
- F. Contractor must also provide protective clothing as necessary for all hazards present. All head, eye, and foot protective equipment must be ANSI certified. Gloves must be resistant to the specific hazard present.
- G. Any contaminated clothing must be removed in the dirty room. Clothes cannot be shaken or blown to remove asbestos. If disposable suits are used; they must be disposed of as contaminated waste.
- H. All PPE must be inspected before and after entering the containment for rips, tears, or other damage. If any PPE is damaged or worn it must be immediately replaced or repaired.

2.2 DECONTAMINATION UNIT

- A. The Contractor must provide a temporary decontamination unit for each building during the time abatement is occurring on the tank. The decontamination unit must be attached to the containment.
- B. If a three-stage decontamination unit is employed, the shower for the decontamination unit must be equipped with a filter for waste water. This filter must be capable of filtering water to a minimum level of seven million structures per liter discharged. Use of water onsite will be available to the Contractor. If the three stage decontamination unit will be used, it must attach to the containment in a leak-tight manner. The three stage decon will consist of a

clean room, shower room, and equipment room.

- C. The shower must comply with 29 CFR 1910.141 d(3).

2.3 WARNING SIGNS AND LABELS

- A. Warning signs and ribbon must be posted on the outside of every critical barrier and entry to the regulated area. If waste must be stored outside of the work area, then the waste storage site must be demarcated with danger ribbon and signs. Signs must contain all required parts specified in 29 CFR 1926.1101. Contractor shall coordinate with the Owner if offsite storage or staging areas are needed. If stored onsite for more than 10 days, materials will be stored inside of a locked shipping container to prevent access by the public.
- B. All waste leaving the regulated area must be labeled according to 29 CFR 1926.1101 and 49 CFR 172. The labels must contain warning statements about the dangers of asbestos and be placed in conspicuous areas. Bags must also have a generator label on them that includes: Name and location of where the waste came from, type of material, and Contractor's name and contact information in accordance with 40 CFR 61 NESHAP.
- C. It is the Contractor's responsibility to ensure anyone working in or around the regulated area must be able to comprehend the warning signs and labels.

2.4 MATERIALS

- A. Disposal containers must be leak tight in accordance with NESHAP regulations. Containers must be labeled according to all applicable regulations including, but not limited to, a Class 9 label and the Contractor's name and information. If polyethylene bags are to be used, they shall be a minimum of 6 millimeters thick. Material that is packaged in 6-millimeter polyethylene must be sealed completely and securely.
- B. If glove bags are used, they must be a minimum of 6 millimeters thick polyethylene. Glove bags must have two sealed, sleeved arms protruding into the bag. Inside the bag there must be a pouch that may be used to store tools away from bulk debris in the bottom of the bag.
- C. Encapsulants must conform to US EPA requirements and contain no hazardous substances.
- D. Tape used must be able to adhere to polyethylene sheeting in both wet and dry conditions.
- E. Shipping Container(s) will be provided by the Contractor for storage of ACM materials at the site if stored for more than 10 days to secure the materials.

2.5 TOOLS AND EQUIPMENT

- A. The Contractor is responsible for providing all tools and equipment necessary to complete the work. Tools shall be in good condition and meet all OSHA safety regulations. Any tool or equipment that plugs into an outlet must be equipped with a ground fault interrupter (GFI). All vacuums must be equipped with a HEPA filter designed for asbestos remediation.
- B. If rental equipment is to be used the rental company must be notified of the intended use of the equipment. Written proof of notification must be submitted to the owner.

PART 3 - EXECUTION

3.1 WORK AREA PREPARATION

- A. Establish a regulated area in compliance with 29 CFR 1926.1101. Area must be demarcated with compliant signs or ribbon and access limited to authorized personnel. Create a decontamination area in compliance with 29 CFR 1926.1101. Once this system is installed and abatement commences, it shall be utilized in the specified manner for the ingress and egress of authorized personnel only. All personnel shall sign the Worksite Entry Log Book each time they pass in or out of the decontamination enclosure.
- B. Designate an approved area outside of the regulated area where employees can eat and drink.
- C. Have emergency cleanup equipment and supplies, including HEPA vacuum, water, disposal bags, mop, buckets, towels and sponges, on hand prior to start of abatement work

3.2 PERSONAL PROTECTIVE EQUIPMENT

- A. Contractor must post approved AKDOL notices, work procedures, Respirator Protection Program, and Site Safety Health Plan in an area immediately accessible to workers. A daily log must also be located outside the decontamination area that includes a regulated area sign in sheet and a record of daily hazard identification and safety meeting.
- B. The competent person is responsible for ensuring that all work practices and safety procedures are followed by all individuals entering the regulated area.

3.3 UTILITY SERVICE

- A. The approved contractor will coordinate temporary electrical power for the demolition project with the City of Homer.
- B. Contractor will obtain City Hydrant Permit and supply hydrant adapter and backflow protection per City requirements as needed for water usage on site.

3.4 REMOVAL

- A. Removal of asbestos must be done according to the approved work plan. Any deviation from the plan must first be approved by the owner's representative before work commences. All removal methods must comply with all applicable regulations.

3.5 AIR MONITORING

- A. Personal, area, and environmental monitoring must be performed for each regulated area that work is performed in. Air monitoring must be done by the contractor in compliance with 40 CFR 763 AHERA and 29 CFR 1926.1101 for worker protection.
- B. All pumps used must be calibrated before and after use. Rotameters used for calibration cannot be built into the pump and must be themselves calibrated. Listed below is the minimum number of samples to be collected per area. More samples may be collected if overloading is suspected to occur or more than one eight-hour shift is done.
 - a. Personal samples must be taken from a minimum of 25 percent of the workers. Two personal samples must be taken for each worker being sampled. One of which shall be a 30

minute excursion sample to be taken during the dirtiest portion of the day and the other shall be a time weighted average taken over the course of the rest of the work period. Selection of personnel for personal sampling shall be the worker who is likely to have the highest potential exposure.

- b. At least two (2) air samples must be taken inside the containment. These samples shall be taken at locations based on the IHT's professional judgment. Samples shall be representative of the entire work area.
- c. At least three (3) air samples must be taken adjacent to the regulated area in occupied areas. The samples should be taken at areas with the highest potential for accidental fiber release.
- d. One (1) sample taken from every area of entry or egress into the containment.
- e. One (1) sample taken from the exhaust of the HEPA equipped negative air machine. If more than one machine is used, the sample may be rotated between the exhausts as long as at least one third of the exhausts are monitored each day. Each exhaust is required to be sampled at least once every third day.

3.6 FINAL VISUAL INSPECTION

- A. When the final cleaning has been completed the contractor shall notify the Owners representative to perform the visual inspection. If the work area fails the visual inspection the contractor must re-clean the area for an additional visual inspection. The contractor is responsible for all costs associated with re-cleaning and conducting additional visual inspections.

3.7 DISPOSAL

- A. All asbestos waste generated from the work must be packaged and labeled as specified in section 2.4 of this section.
- B. Waste must be disposed of at a facility approved to accept the materials.

3.8 SUBSTANTIAL COMPLETION

- A. Once the containment has been removed the Contractor shall conduct an inspection of the area to verify that all ACM has been removed and no debris has been left behind. Following this inspection, and receipt of all waste disposal manifests, the Contractor shall prepare and sign a document verifying that all work has been completed according to the contract.

END OF SECTION 02 82 33

SECTION 02 83 33 - REMOVAL AND DISPOSAL OF MATERIALS CONTAINING LEAD

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 02 82 33 Removal and Disposal of Asbestos Containing Materials
- B. Existing Hazardous Materials Survey
 - a. Taku Engineering LLC
 - b. Satori Group Inc.

1.02 DESCRIPTION OF WORK

- A. The work may require the disturbance (including cleanup of existing loose paint), demolition, or removal, and disposal of lead painted and/or lead-containing materials related to the Homer Water Tank Demolition Project as documented in 2018 Taku Engineering A-Frame Water Tank Inspection Report, and as specified herein. Items to be disturbed may include, but are not limited to:
 - 1. Internal coating of the A-Frame Tank
- B. Notification of Potential Hazards: Asbestos, lead and other potentially hazardous materials are present in the buildings that may impact the work of all trades. Regulated air contaminants, including asbestos and lead, are also present in settled and concealed dust in and on architectural, structural, mechanical and electrical components or systems throughout the buildings. All trades shall coordinate with other trades and conduct their work to prevent worker exposure or site contamination. Refer to Specification Divisions 00, 01 and 02 for specific information concerning disturbing, removing and disposing of these materials. This notification is provided in accordance with EPA and OSHA requirements.
- C. The work includes all air monitoring, dust sampling, waste testing and disposal as specified herein. Materials listed are not necessarily hazardous waste or hazardous to handle. Lead-containing paints or materials identified for demolition and disposal shall be tested by the Toxicity Characteristics Leaching Procedure (TCLP) to determine if they are hazardous waste prior to disposal. Metal waste shall be recycled where practical.

1.03 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced.

- A. General Requirements: All work shall be performed in compliance with the International Building Code (IBC), Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Code; Uniform Plumbing Code; the National Electrical Code; and the publications listed in this section that are in effect at the time of the bidding of this contract.
- B. Title 29 Code of Federal Regulations (CFR), Department of Labor (USDOL)
 - Part 1910 General Occupational Safety and Health Standards
 - Part 1926 Safety and Health Regulations for Construction
- C. Title 40 CFR, Environmental Protection Agency (EPA)
 - Part 260 Hazardous Waste Management System: General
 - Part 261 Identification and Listing of Hazardous Wastes
 - Part 262 Standards Applicable to Generators of Hazardous Waste
 - Part 263 Standards Applicable to Transporters of Hazardous Waste
 - Part 270 Hazardous Waste Permit Program
 - Part 273 Standards for Universal Waste Management
 - Part 311 Worker Protection
 - Part 745 Lead Based Paint Poisoning Prevention in Certain Residential Structures
- D. Title 49 CFR, Department of Transportation (DOT)

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| Part 171 | General Information, Regulations and Definitions |
| Part 172 | Hazardous Materials Communication and Regulations |
| Part 173 | General Requirements for Shipments and Packaging |
| Part 176 | Carriage by Vessel |
| Part 177 | Carriage by Public Highway |
| Part 178 | Specifications for Packaging |
| Part 382 | Requirements for Drug Testing |
| Part 383 | Commercial Driver's License Standards |
| | |
| E. | Alaska Administrative Codes (AAC) |
| 8 AAC 61 | Occupational Safety and Health Standards |
| 18 AAC 60 | Solid Waste Management |
| 18 AAC 62 | Hazardous Waste Management |
| 18 AAC 70 | Water Quality Standards |
| 18 AAC 75 | Oil and Hazardous Substances Pollution Control |
| | |
| F. | Alaska Statues (AS) |
| AS 45.50.477 | Titles Relating to Industrial Hygiene |
| | |
| G. | Federal Standards |
| 313E | Safety Data Sheets |
| | |
| H. | American National Standards Institute (ANSI) |
| Z9.2 | Local Exhaust Systems |
| Z87.1 | Eye and Face Protection |
| Z88.2 | Practices for Respiratory Protection |
| | |
| I. | American Society For Testing and Materials (ASTM) |
| D 4397 | Polyethylene Sheeting |
| | |
| E 1728 | Standard Practice for Collection of Settled Dust Samples Using Wipe Sampling Methods for Subsequent Lead Determination |
| E 1792 | Specification for Wipe Sampling Materials for Lead in Surface Dust |
| | |
| J. | International Code Council |
| International Building (IBC), Fire, Fuel Gas, Mechanical, Residential, Energy Conservation and Administrative Code Current Standards | |
| | |
| K. | National Fire Protection Association (NFPA) |
| NFPA 701 | Fire Tests for Flame Resistant Textiles and Films |
| | |
| L. | National Institute of Occupational Safety and Health (NIOSH) |
| Manual of Analytical Methods, Current Edition | |
| | |
| M. | Underwriters Laboratories (UL) |
| UL 586 | High-Efficiency, Particulate, Air (HEPA) Filter Units |

1.04 DEFINITIONS AND ABBREVIATIONS: Definitions and abbreviations are provided in the applicable publications listed in Paragraph 1.03 of this section.

REMOVAL AND DISPOSAL OF MATERIALS CONTAINING LEAD

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1.05 QUALITY ASSURANCE

A. On-site Observation:

1. The safety and protection of the Contractor's employees, Subcontractor's employees, Owner's employees, the facility, and the public is the sole responsibility of the Contractor.
2. The Owner, the Owner's Representative, or representatives of State or Federal agencies may make unannounced visits to the site during the work. The Contractor shall make available two complete sets of clean, protective clothing for such visitor use. If the work requires the use of PAPR or Supplied Air Respirators, the contractor shall provide respirators to the visitor to ensure compatibility with fresh batteries or supplied air system. It is the visitor's responsibility to ensure medical qualification, training, and current "fit test" prior to using any respirator provided by the Contractor.
3. If the Owner or agency visitor determines that practices are in violation of applicable regulations, they will immediately notify the Contractor that operations must cease until corrective action is taken. Such notification will be followed by formal confirmation.
4. The Contractor shall stop work after receiving such notification. The work may not be restarted until the Contractor receives written authorization from the Owner.
5. All costs resulting from such a stop work order shall be borne by the Contractor and shall not be a basis for an increase in the contract amount or an extension of time.

B. Monitoring and Testing: Monitoring and testing during the work shall be performed as follows:

1. The Contractor shall collect and evaluate all air, dust, bulk, and toxicity characteristic leaching procedure (TCLP) samples that are the responsibility of the Contractor. The Contractor shall direct its laboratories, in writing, to release monitoring and testing data, and all other pertinent data and records, to the Owner.
2. The Contractor shall be responsible for monitoring its employees for potential exposure to airborne contaminants as required by this specification and all applicable regulations.
3. The Contractor shall be responsible for work area monitoring and environmental monitoring outside the work area as required by this specification.
4. The Owner may perform monitoring and testing inside the building, inside the work areas, and on the Contractor's employees while work is underway and at any time during the work.
5. Final inspection shall be conducted by the Contractor.
6. The Contractor shall have its Independent Testing Laboratories archive all samples until the successful completion of the project.

C. Additional Sampling of Suspect Materials:

1. The Contractor and all Subcontractors shall be vigilant during demolition and construction in the event additional suspect lead or hazardous materials are encountered. If suspect lead or hazardous materials not previously identified are encountered, the contractor shall stop work that may be affected by this material and immediately notify the Owner. The Owner or the Owner's Representative will provide recommendations and additional testing if necessary.
2. The Contractor and all Subcontractors shall notify the Owner prior to any bulk sampling of suspect lead-containing material or other hazardous materials to allow the Owner or Owner's Representative to be present during such sampling.

1.06 PROTECTION OF EXISTING WORK TO REMAIN: Perform lead removal in the project work areas without damage or contamination of adjacent work or the facility.

REMOVAL AND DISPOSAL OF MATERIALS CONTAINING LEAD

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1.07 MEDICAL REQUIREMENTS

- A. Institute and maintain a surveillance program in accordance with 29 CFR 1926.62 and 29 CFR 1910.134.
- B. Institute and maintain a random drug testing program, as required by 49 CFR 382, for all drivers of vehicles transporting hazardous materials.

1.08 TRAINING: Employ only workers who are trained and certified as required by 29 CFR 1910, 29 CFR 1926, 40 CFR 311, 40 CFR 745 and 49 CFR 383 to remove, encapsulate, barricade, transport, or dispose of lead-containing materials.

1.09 PERMITS, IDENTIFICATION NUMBERS AND NOTIFICATIONS: Secure necessary permits for hazardous material removal, storage, transport and disposal and provide timely notification as required by federal, state, and local authorities.

1.10 SAFETY AND ENVIRONMENTAL COMPLIANCE: Comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding handling, storing, transporting, and disposing of hazardous materials and all other construction activities.

1.11 RESPIRATOR PROGRAM: Establish a respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.

1.12 HAZARD COMMUNICATION PROGRAM: Implement a hazard communication program in accordance with 29 CFR 1910.1200.

1.13 SUBMITTALS

- A. Submit the following documentation to the Owner for review, approval or rejection. Work shall not begin until submittals are approved.
 - 1. Shop drawings.
 - 2. Work plan.
 - 3. Liability insurance policy and performance bond.
 - 4. Schedule.
 - 5. Independent testing laboratory.
 - 6. Disposal site designations.
 - 7. Waste transporter designations.
 - 8. "Competent Person" designation and experience.
- B. Shop drawings shall show:
 - 1. Boundaries of each lead work area, if required.
 - 2. Location and construction of decontamination stations, if required.
 - 3. Location of temporary site storage facilities.
 - 4. Location of air monitoring stations, both in and outside of the work area.
 - 5. Emergency egress route(s).
 - 6. Location of negative pressure exhaust systems, if required.
- C. The work plan shall include procedures for:
 - 1. Work area set-up and protection.
 - 2. Worker protection and decontamination.
 - 3. Initial exposure determination(s).
 - 4. Lead removal procedures.
 - 5. Waste testing, transport, and disposal procedures.
 - 6. Monitoring and testing procedures (Sampling and Analysis Plan).
 - 7. Spill clean-up emergency procedures.
- D. Schedule: Submit construction schedule by work area.

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- E. Independent Testing Laboratories and Laboratory Personnel: Submit the name, location, and phone number of proposed independent testing laboratories. Include the laboratory's accreditation. Not all laboratories will require all accreditations.
 - 1. The Independent Testing Laboratories shall be acceptable to Owner.
 - 2. Submit evidence that the laboratory is currently judged proficient in lead analysis, as determined by the Environmental Lead Proficiency Analytical Testing (ELPAT) Program, of the American Industrial Hygiene Association (AIHA) Environmental Lead Laboratory Accreditation Program (ELLAP) for lead in paint chip, soil, and dust wipe samples.
 - 3. Submit evidence that the laboratory has demonstrated proficiency as determined by ELPAT or ELLAP performance for NIOSH Method 7082 and/or NIOSH Method 7105 analytical method for the determination of lead in air.
 - 4. Submit evidence that the laboratory has demonstrated proficiency in performing analyses according to Method 1311 TCLP, corresponding to the current version of Test Methods for Evaluating Solid Wastes (Chemical Physical Methods), SW- 846. Evidence may include successful participation in a recognized inter- laboratory quality control program such as a laboratory certified by the California Health and Welfare Agency, Department of Health Services, or a more informal inter-laboratory quality control program.
 - 5. Submit evidence that the laboratory is currently accredited by the American Industrial Hygiene Association (AIHA).
 - F. Disposal Site: Submit the name and location of the proposed Environmental Protection Agency (EPA) permitted disposal site.
 - G. Waste Transporter: Submit the name and address of the proposed waste transporter.
 - H. Competent Person: Submit the name and certifications of the Contractor's proposed Competent Person and a list of their previous projects. Certify that the Competent Person has the knowledge and training to supervise the work in compliance with the publications listed in Paragraph 1.04 above.
- 1.14 TEST REPORTS: Submit the following documentation produced during the work as soon as received:
- A. Project Daily Logs: Submit the previous day's Daily Logs. Logs shall include regulated area sign-in sheets and list of lead-containing materials removed, including quantities and locations of those materials, in the units used on the drawings. Claims for additional quantities will not be addressed unless daily quantities are submitted.
 - B. Monitoring and testing data sheets and laboratory reports.
- 1.15 PROJECT COMPLIANCE DOCUMENTS: Submit the following documents to the Owner with application for final payment:
- A. Contractor's actual project "Start and Finish" dates.
 - B. Waste testing results per Paragraph 3.05 (A).
 - C. Waste Shipment Records (Manifest EPA form 8700-22) if required.
 - D. Clearance sampling and soil sampling data sheets (if required) and laboratory reports.

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- E. Disposal site receipts.
 - F. Final clearance submittals as outlined in 3.07 (if required).
 - G. Evidence that each employee who was engaged in lead disturbance/removal work or who was exposed to lead completed training on lead covering the requirements of 29 CFR 1926.62.
- 1.16 SANITARY FACILITIES: Provide adequate toilet and hygiene facilities.
- 1.17 MATERIAL STORAGE: Store all materials subject to damage off the ground and secure from damage, weather, or vandalism.
- 1.18 ON-SITE DOCUMENTATION: The Contractor shall maintain on the job site, at a location approved by the owner, copies of the following data for safety procedures, equipment, and supplies used for the work
- A. Equipment: Show the model, style, capacity and the operation and maintenance procedures for the following, as applicable:
 - 1. High-Efficiency, Particulate, Air (HEPA) Filtration units.
 - 2. HEPA Vacuum cleaners.
 - 3. Pressure differential recording equipment.
 - 4. Heat stress monitoring equipment.
 - B. Safety Data Sheets (SDSs): Maintain SDSs for each encapsulant, surfactant, solvent, detergent, and other material proposed to be used.
 - C. Respiratory Protection Plan: The Contractor's written respirator program.

PART 2 - PRODUCTS

- 2.01 PERSONAL PROTECTIVE EQUIPMENT: Provide personal protective clothing as approved and selected by the IH.
- A. Respirators: Provide personally issued and marked respirators approved by the National Institute of Occupational Safety and Health (NIOSH). Provide sufficient replacements for respirators with disposable canisters. Use respirators equipped with dual cartridges whenever both lead hazards and other respiratory hazards exist in the work area.
 - B. Provide filter cartridges approved for each airborne contaminant which may be present. NIOSH approved filter cartridges shall be used. At no time shall the permissible exposure limit (PEL) for the contaminant exceed the PEL listed in 8 AAC 61.1100.
 - C. Whole Body Protection: Provide approved aprons, gloves, eye protection, and hard-hats, and other protective clothing as required to meet applicable safety regulations to personnel potentially exposed to lead dust or fumes above the permissible exposure limit (PEL). Wear this protection properly. Full face respirators shall meet the requirements of ANSI Z87.1.
 - D. Provide protective personal equipment and clothing at no cost to the workers.
- 2.02 DECONTAMINATION UNIT
- A. Provide a temporary three-stage decontamination unit, attached in a leak-tight manner to each Contained Work Area as needed. Decontamination units shall consist of a clean room equipped with separate lockers for each worker, a shower room, and an equipment locker room equipped with separate lockers for each worker.

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- B. Shower specifications: Locate flow and temperature controls within the shower and be adjustable by the user. Hot water service may be secured from the building hot water system if available, but only with back-flow protection installed by the Contractor at the point of connection, and with prior notification and approval by the Owner. Should sufficient hot water be unavailable, the Contractor shall provide a minimum 40 gallon electric hot water heater with a minimum recovery rate of 20 gallons per hour. Water from the shower room shall not be allowed to wet the floor in the clean room.
- 2.03 WASTE WATER FILTERS: Install the waste water filters in a series of stages with the final filtration stage sufficient to meet discharge standard of 18 AAC 70 and/or any local sewage system discharge limit for lead. Size the waste water pump for 1.25 times the shower head flow- rate. Dispose all filters as lead contaminated waste.
- 2.04 WARNING SIGNS AND TAPE: Post warning signs and tape at the boundaries and entrances to lead disturbance and removal work areas. Signs required by other statutes, regulations, or ordinances may be posted in addition to, or in combination with, this warning sign. Conform warning signs and tape to the requirements of 29 CFR 1926.62.
- 2.05 WARNING LABELS: Affix warning labels to all hazardous waste disposal containers as described in the Contractor's approved Solid Waste Disposal Plan. Conform labeling to 29 CFR 1926.62 and 49 CFR 100-199.
- 2.06 NEGATIVE PRESSURE EXHAUST SYSTEM: Use the negative pressure exhaust systems to exhaust each contained work area where the PEL will or is expected to be exceeded. Operate the negative pressure exhaust system continuously (24 hours a day) during lead work. Select the negative pressure exhaust system equipment to provide a minimum of 4 air changes per hour under load within the work area. The negative pressure exhaust system shall have a minimum of two stages of pre-filtration ahead of the HEPA filter: The HEPA filter shall bear the UL-586 label. In no case shall the building ventilation system be used as the local exhaust for the contained work area. Terminate the exhaust outside of the building. The exhaust ventilation system equipment shall be equipped with lock-out protection to prevent operation without a HEPA filter properly installed. The exhaust system equipment shall be equipped with the following instrumentation: a static pressure gauge with low flow alarm, an elapsed time indicator, automatic shutdown capability in the event of a major rupture in the HEPA filter or blocked air discharge and an automatic re-start when power is restored after a power failure.
- 2.07 PRESSURE DIFFERENTIAL MONITORING EQUIPMENT: Provide continuous monitoring of the pressure differential with an automatic recording instrument for each contained work area. Locate the instrument in a clean area where personnel have access to it without respiratory protection. The instrument shall be fitted with an alarm should the negative pressure drop below - 0.02 inches of water column relative to the air outside containment.
- 2.08 TOOLS: Vacuum cleaners shall be equipped with HEPA filters. Use only approved power tools to remove lead-containing material. Do not use open-flame and electric element heat-gun type tools with temperatures in excess of 700° F to remove lead-containing material. Remove all residual lead contamination from reusable tools being removed from lead disturbance or removal work areas. Electrical tools and equipment shall be UL listed.
- 2.09 AIR MONITORING EQUIPMENT: The Contractor shall select the air monitoring equipment to be used for the evaluation of airbornelead.

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- 2.10 EXPENDABLE SUPPLIES: Provide flame resistant 6-mil thick polyethylene sheet plastic shall be provided in widths necessary to minimize seams.
- 2.11 SAFETY DATA SHEETS (SDSs): Provide SDSs for all chemical materials brought onto the work-site.
- 2.12 OTHER ITEMS: Provide other items, such as consumable materials, disposable and/or reusable cleaning equipment and hand tools, or miscellaneous construction equipment and materials, in sufficient quantity as necessary to fulfill and complete the requirements of the contract. Electrical equipment and supplies shall be ULlisted.
- 2.13 ENCAPSULANTS: Encapsulants shall contain no toxic or hazardous substances. Encapsulants shall be compatible with the products to which they are applied and be compatible with replacement products.

PART 3 - EXECUTION

3.01 WORK AREAS

- A. Lead Control Areas: A control area, structure or containment where lead-containing or contaminated materials are being disturbed. Critical barriers and/or physical boundaries shall be employed to isolate the lead control area and to prevent migration of lead contamination and unauthorized entry of personnel.
- B. Contained Lead Work Area Requirements: Construct contained lead work areas as described in the Contractor's approved work plan. A contained lead work area is required whenever airborne lead levels cannot be maintained below the OSHA action level at the boundary of a lead workarea.
- C. Electrical Systems: Verify that the electrical service is deactivated, disconnected and locked out where necessary for wet washing and/or removal. Provide temporary electrical service, equipped with ground fault protection, where needed.

3.02 PERSONNEL PROTECTION PROCEDURES

- A. Initial Determination: An initial determination is required in the absence of acceptable prior exposure data in accordance with 29 CFR 1926.62. Establish an initial lead work area for each material to be disturbed and each disturbance procedure if required. Isolate these lead work areas from the rest of the building. Personnel working in these areas shall wear respiratory protection and personal protective equipment as directed by the Contractor. Perform personal and work area air monitoring as directed by the Contractor. Operational decontamination facilities shall be available. Work performed shall be representative of the work to be done during the remainder of the project.
- B. Respirator Evaluation: Upgrading, downgrading, or not requiring respirators shall be recommended by the Contractor's based on the measured airborne lead-containing dust or fume concentrations. Immediately implement recommendations to upgrade the respiratory protection, followed by notification to the Owner. NOTE: Submit recommendations in writing to downgrade respirator type or not require respirators to the Owner for review and written approval prior to implementation.

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- C. Decontamination Procedures: Worker and material decontamination procedures shall be as described in the Contractor's approved work plan. Worker decontamination shall be as directed by the Contractor's competent person.
- D. Work Stoppage: Stop work if the Owner, or a representative of a regulatory agency determines that the work is not in compliance with the Contractor's approved work plan, these specifications, or applicable laws and regulations. The Contractor shall stop work and notify the Owner whenever the measured concentrations of lead outside the lead control area equal or exceed $30 \mu\text{g}/\text{m}^3$ for airborne lead or $200 \mu\text{g}/\text{ft}^2$ for lead dust on surfaces outside of the work area. When such work stoppage occurs, the cause of the contamination shall be corrected and the damaged or contaminated area shall be restored to its original decontaminated condition by the Contractor at no expense to the Owner. The Contractor is responsible for removing dusts and debris that were generated as a result of his work.
- E. The Contractor shall adhere to all applicable regulations regarding entry into confined spaces.

3.03 LEAD DISTURBANCE AND REMOVAL PROCEDURES:

- A. General: Perform lead disturbance or removal work in accordance with the Contractor's approved work plan, applicable regulations and this specification.
- B. Pre-Cleaning: Removal of existing loose paint chips is included in the scope of work. Pre-clean surfaces by HEPA vacuum and wet washing/wiping prior to the establishment of a work area.

3.04 MONITORING AND TESTING: Conduct daily sampling in accordance with the Contractor's accepted Sampling and Analysis Plan and this specification. The Owner may conduct air monitoring in the Contractor's work areas and on the Contractor's employees.

- A. Perform environmental air monitoring outside the lead work area for each lead work area without a negative initial determination. Include at least one sample immediately outside the entrance to the lead work area.
- B. Take personnel samples in accordance with 29 CFR 1926.62. Personal samples for an employee will include a minimum of two samples per 8 hour shift. Employees will be monitored at the rate of at least one employee for every eight people performing each task in each work area. Persons performing separate tasks or in separate lead work areas shall be sampled separately.
- C. Reduction of monitoring: For each operation for which the Negative Initial Determination established workers' exposure will be below the action level, the Contractor's IH may petition the Owner's Representative to recommend that the monitoring as required above be reduced for the specific task or operation.
- D. Conduct pre and post project TCLP composite soil sampling for lead concentrations. Areas of focus are surrounding area, tank footprint, and demolition area.

3.05 DISPOSAL

- A. Sampling of Waste Materials: The Owner shall test waste materials according to 40 CFR 261 and the disposal site's permit to determine if they are hazardous waste and to dispose of them accordingly. Information about testing results will be posted in addenda.
- B. Hazardous Waste Disposal: Dispose of hazardous project wastes as required by 40 CFR 260 and the Contractor's approved work plan.

- C. Construction (Non-Hazardous) Waste Disposal: Dispose of solid (non-hazardous) waste in a permitted waste facility, in accordance with applicable federal, state, and local laws and regulations. Burning of waste is prohibited.
 - D. Salvageable Materials: The Contractor may salvage metallic lead, lead-acid batteries and other materials to keep such materials from entering the project waste stream. Sell or transfer salvage with a document of exempt status as provided by 40 CFR 261.
 - E. Waste Storage: Temporarily store solid wastes as described in the approved work plan.
- 3.06 FINAL CLEANING AND VISUAL INSPECTION: Perform a final cleaning and visual inspection of each lead control area prior to release to unprotected workers in accordance with the Contractor's approved work plan. Clean the lead control area by vacuuming with a HEPA filtered vacuum cleaner, wet mopping or wet wiping. Do not dry sweep or use pressurized air to clean up the area. A final visual inspection report shall be provided verifying that all lead disturbance required by the contract has been completed and that all visible dust and debris subject to disturbance by the planned work under this contract have been removed and the area HEPA vacuumed, wet mopped or wet wiped.
- 3.07 SUBSTANTIAL COMPLETION
- A. After the work area barriers and temporary construction and equipment have been removed, the Contractor shall inspect the work area to verify that no lead debris, contaminated water, or other residue remains. Any remaining residue shall be cleaned up using HEPA vacuum cleaners and wet wiping methods.
 - B. The Contractor shall certify that the work area has been cleaned of all lead in compliance with the contract.
 - C. Costs of restoration of damage to adjacent areas or properties shall be borne by the Contractor.

END OF SECTION

VIII. Special Provisions

SPECIAL PROVISIONS

Homer A-Frame Tank Demolition

The construction contract for this project will be administered in accordance with the General Provisions of the City's Standard Construction Specifications (2011).

DESCRIPTION OF WORK

The Work included under this Contract consists of furnishing all labor, materials, equipment, supervision, and other facilities necessary to successfully complete the Work set forth in the drawings, specifications, and the terms of the Contract.

The Work that is presented in the Bid Proposal for this Contract consists of the following major elements of work:

- Disconnection of piping from the distribution system
- Removal of a 250,000 gallon steel water tank and associated piping,
- Disposal of all non-asbestos containing demolition debris at the Homer landfill (HMF), disposal of all asbestos containing demolition debris at the Soldotna landfill (CPL), and
- Final grading/seeding

The plans and bid documents have been prepared under the assumption that the debris stream from this demolition project will be accepted at the Homer and/or Soldotna Landfill.

The City is currently performing testing to determine TCLP level results of existing tank materials. A Kenai Peninsula Borough (KPB) Special Waste Disposal Permit (SWD) application has been submitted to the Borough and a permit is expected to be issued upon receipt of the TCLP testing. Results of testing and the KPB SWD permit conditions will be provided to contractors via addendum.

The basis of design for this project assumes that TCLP levels in demolition debris will be less than 0.5Mg/L. Should this not be the case, it is probable that the bid date would be extended and alternative disposal methods will be required.

KPB Solid Waste Disposal permit conditions will include:

1. A copy of the KPB SWD permit must be presented to the site-specific landfill attendant at the time each load of material is delivered for disposal by the hauler. Failure to have a current approval letter will result in the load being refused.
2. The disposer of special waste must make specific disposal arrangements with the SWD at least 24 hours prior to waste delivery at a KPB landfill. Failure to accomplish either coordination or follow the directions given will result in the load being refused.
3. Trucks hauling the waste loads to the CPL and HMF will weigh-in and out. The recorded weights will be the basis for tracking compliance with the written disposal authorization. Trucks hauling multiple special waste loads will need to have each load weighed separately.
4. The disposer is responsible for waste placement at the landfill. The KPB does not provide equipment for offloading.
5. Special waste at CPL, HMF and SMF is accepted Monday through Friday, and all waste

placement must be complete by 4:00 PM. Special waste disposal may occur on an alternative schedule if pre- approved in writing by the KPB.

6. Failure to comply with these requirements will result in the load being refused. SWD attendants and operators have the authority to refuse loads.
7. Failure to comply with these requirements will result in the load being refused. SWD attendants and operators have the authority to refuse loads.

MODIFICATIONS TO GENERAL PROVISIONS

The Contract price paid for each Bid Item shall constitute full compensation for furnishing all material, equipment and supplies; and performing all labor and operations for completion of Work as specified in the Contract Documents.

Construction required to complete the Work as specified in these Contract Documents, but not specifically mentioned in this Section, shall be considered incidental to those Bid Items for which payment is made.

No separate payment shall be made for work in the Contract Drawings that is not specifically enumerated in the pay items listed in the Technical Specifications, unless authorized in writing prior to the work being performed.

Article 5.25 - Unusual Work Hours

The noise level from work completed before 8:00 AM and after 8:00 PM cannot exceed 75 db at a distance of 50 feet.

LIABILITY EXCLUSION

The City of Homer is not liable for damages or claims from damages arising from any Contractor's performance or activities under the terms of this contract. The Contractor shall defend, indemnify, and hold harmless the City from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the City in connection with the performance of this contract; except those damages which may be caused by the sole negligence of the City.

CONSTRUCTION SCHEDULE

Contractor will be required to provide a detailed project schedule to the City at the Pre-Construction Conference.

INSURANCE REQUIREMENTS

The Contractor shall provide the following types of insurance prior to starting work (see General Conditions - Article 6.18 – Insurance). All Insurance Certificates shall name "City of Homer, Alaska" as an additionally insured party:

1. Worker's Compensation

Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.

Minimum Limits

Statutory
(no less than \$100K per occurrence)

2. Comprehensive General Liability Minimum Limits

Single Limit	\$1,000,000
Aggregate	\$2,000,000

- Bodily Injury & Property Damage Liability
- Premises Operations
- Blanket Contractual
- Broad Form Property Damage
- Personal Injury
- Independent Contractors

3. Comprehensive Automobile Liability Minimum Limits

Bodily Injury and Property Damage, including All owned, hired and non-owned vehicles	\$1,000,000
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ACCESS TO RECORDS AND PROJECT

The City shall have full access and the right to examine, excerpt, and copy any documents generated by the Contractor that relate to this project. Additionally, the City shall have unhindered access to the project site and all work performed in connection with this project.

Contractor shall provide access by the any of their duly authorized representatives of the City of Homer to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all required records for three years after final payment and all other pending matters are closed.

VIOLATION AND BREACH OF CONTRACT

Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches contract terms or either party terminates for cause or convenience are contained in the General Conditions of the City of Homer Standard Construction Specifications 2011 which provide for such procedures, sanctions and penalties as may be appropriate. See Section 5.30, 5.31., 5.32, and 5.34 of the General Conditions and liquidated damages amount in the contract.

COMPLIANCE WITH STATE AND FEDERAL ENVIRONMENTAL REGULATIONS

Contractor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

CONTRACTOR'S REQUEST FOR PAYMENT

<p style="text-align: center;">To Be Completed By Contractor</p> <p>Owner: _____</p> <p>Contractor: _____ NO: _____ Period: _____</p> <p>Project: _____ Contract No.: _____ Page _____ of _____</p> <p>Original Contract Amount \$ _____</p> <p>Amount Of Approved Change Orders \$ _____ (add or subtract)</p> <p>Authorized Contract Amount \$ _____</p> <p>Bid Items Completed to Date \$ _____</p> <p>Change Orders Completed to Date \$ _____</p> <p>Materials on Hand \$ _____</p> <p>Total Amount Completed To Date \$ _____</p> <p>Contract Retainage Amount _____ % \$ _____</p> <p>This Request _____ % \$ _____ (add or subtract)</p> <p>Total Amount Due to Date: \$ _____</p> <p>Less Previous Payments: (subtract) \$ _____</p> <p>Amount Requested This Period \$ _____</p>	<p style="text-align: center;">To Be Completed By Engineer If Adjustment Recommended</p> <p>City of Homer PO# _____</p> <p>Project # _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____ (add or subtract)</p> <p>\$ _____</p> <p>(subtract) \$ _____</p> <p>\$ _____</p>
<p>We hereby represent that the above is a true estimate of work completed under the above contract to date and hereby release the Owner from any claims for materials or labor furnished or expense included in requests for payment to date, except for integrated units of construction partially completed for which no request for payment has been made.</p>	
<p>CONTRACTOR: _____ Date: _____</p> <p>By: _____ TITLE: _____</p>	
<p>Payment Approved \$ _____ ORD.(RES) NO. _____</p> <p>Owner's Official: _____ Date: _____</p> <p>Title: _____</p>	
<p>Quantities Verified: _____ Date: _____</p> <p>Resident Engineering Representative</p> <p>Request Verified: _____ Date: _____</p> <p>Project Engineer</p> <p>RECOMMENDED FOR PAYMENT:</p> <p>Public Works Director</p>	

