

CONTRACT DOCUMENTS AND SPECIFICATIONS

for

**ASBESTOS ABATEMENT
FORMER DOBLE USARC**

Bid Proposal #29-19

John P. Bohenko, City Manager
City of Portsmouth, New Hampshire

Prepared by:

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13 Water Street
Newmarket, NH 03857

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City of Portsmouth
Portsmouth, New Hampshire

**ASBESTOS ABATEMENT
FORMER DOBLE USARC**

INVITATION TO BID

Sealed bid proposals, **plainly marked**, **ASBESTOS ABATEMENT AT FORMER DOBLE USARC Bid Proposal #29-19 on the outside of the mailing envelope as well as the sealed bid envelope**, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **2:00 p.m. on February 25, 2019** at which time all bids will be publicly opened and read aloud.

A **Mandatory** Pre-Bid Meeting shall be conducted on **February 12, 2019** at **10:00 a.m.** at the former Paul A. Doble U.S. Army Reserve Center (USARC) located at 125 Cottage Street, Portsmouth, NH.

Questions regarding the project must be submitted in writing to **Lori MacGinnis** at **purchasing@cityofportsmouth.com** by close of business **February 14, 2019** and will be answered in the form of an addendum posted on the City's website **<http://www.cityofportsmouth.com/finance/purchasing.htm>** by **February 19, 2019** at **6:00 p.m.**

PROJECT SYNOPSIS: Abatement of asbestos containing materials at the former Paul A. Doble U.S. Army Reserve Center.

This project is funded by the City's Community Development Block Grant (CDBG), which is received from the U.S. Department of Housing and Urban Development (HUD) and administered by the Portsmouth Community Development Department. A Notice of Intent to Award will not be issued until HUD approval is received for the expenditure of funds. This project is also contingent on all conveyance issues being resolved. Project work must be completed in accordance with all applicable statutes, laws, and regulations.

Specifications may be obtained from the City's web site: **<http://www.cityofportsmouth.com/finance/purchasing.htm>**, by contacting the Finance/Purchasing Department on the third floor at the above address, or by calling the Purchasing Coordinator at 603-610-7227. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website at **<http://www.cityofportsmouth.com/finance/purchasing.htm>** under the project heading. Addenda and updates will **NOT** be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator.

All work shall be completed within 60 days of Notice to Proceed. Liquidated damages shall be assessed per Article VII of this contract for work extending beyond this mandated completion date.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

Each Bidder shall furnish a bid security in the amount of ten percent (10%) of the bid. The Bid Security may be in the form of a certified check drawn upon a bank within the State of New Hampshire or a bid bond executed by a surety company authorized to do business in the State of New Hampshire, made payable to the City of Portsmouth, N.H.

INSTRUCTIONS TO BIDDERS

BIDDING REQUIREMENTS AND CONDITIONS

1. Special Notice to Bidders

Appended to these instructions is a complete set of bidding and general contract forms. These forms may be detached and executed for the submittal of bids. The plans, specifications, and other documents designated in the proposal form will be considered as part of the proposal, whether attached or not.

The bidders must submit a statement of bidder's qualifications, if requested, subsequent to bid opening but prior to award.

Addenda to this proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website at <http://www.cityofportsmouth.com/finance/purchasing.htm> under the project heading. Addenda and updates will NOT be sent directly to firms. Contractors submitting a proposal should check the web site daily for addenda and updates after the release date. Firms should print out, sign and return addenda with the proposal. Failure to do so may result in disqualification.

2. Interpretation of Quantities in Bid Schedules

The quantities appearing in the bid schedule are approximate only and are prepared for the comparison of bids. Payment to the contractor will be made only for actual work performed and accepted in accordance with the contract. Any scheduled item of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided, and no claim for loss, anticipated profits or costs incurred in anticipation of work not ultimately performed will be allowed due to such increase or decrease.

3. Examination of Plans, Specifications and Site Work

The bidder is expected to examine carefully the site of the proposed work, the plans, standard specifications, supplemental specifications, special provisions and contract forms before submitting a proposal. The submission of a bid shall be considered conclusive evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the contract. It will be conclusive evidence that the bidder has also investigated and is satisfied with the sources of supply for all materials.

Plans, surveys, measurements, dimensions, calculations, estimates and statements as to the condition under which the work is to be performed are believed to be correct, but the contractors must examine for themselves, as no allowance will be made for any errors or inaccuracies that may be found therein.

4. Minimum Qualifications for Asbestos Abatement Contractors

- a) The licensed abatement contractor shall be identified on the most current listing of abatement contractors maintained by the NHDES <https://www4.des.state.nh.us/OnestopPub/Air/ContractorLists/Web-AbatementContractors.pdf> . Unlicensed firms are deemed unqualified and any received bids from such will not be considered by the City.

b) **The licensed abatement contractor, and all employees, shall have received NO violations issued by any state regulating agency (including NHDES) and/or the USEPA over the past 5-years. Provide a notarized statement attesting to such and include with Completed Statement of Bidder's Qualifications.**

c) **The licensed abatement contractor shall provide evidence that they have successfully completed a minimum of 10 projects in the state of New Hampshire, of similar scope and magnitude, within the past 3 years. Provide general project information, client performance statements, and client references (including contact information) for each completed project. This information to be included with the Completed Statement of Bidders Qualifications. Firms who receive less than satisfactory ratings by clients shall be deemed unqualified and will not be considered by the City.**

d) Bidding firms that do not provide all of the requested information shall be considered non-responsive. Bids received from non-responsive firms will not be considered by the City.

5. Familiarity with Laws

The bidder is assumed to have made himself or herself familiar with all federal and state laws and all local by-laws, ordinances and regulations which in any manner affect those engaged or employed on the work or affect the materials or equipment used in the work or affect the conduct of the work, and the bidder, if awarded the contract, shall be obligated to perform the work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the bidder shall discover any provision in the plans or specifications which is in conflict with any such law, by-law, ordinance or regulation the bidder shall forthwith report it to the engineer in writing.

6. Preparation of Proposal

a) The bidder shall submit its proposal upon the forms furnished by the Owner. The bidder shall specify a lump sum price in figures, for each pay item for which a quantity is given and shall also show the products of the respective prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of the several items. All words and figures shall be in ink or typed.

If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more general partners of a partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, by one or more members (if member-managed) or managers (if manager-managed) of a limited liability company, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his or her name and post office address must be shown, by a partnership the name and post office address of each general and limited partner must be shown; as a joint venture, the name and post office address of each venturer must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles and business addresses of the president, secretary and treasurer.

7. Nonconforming Proposals

Proposals will be considered nonconforming and may be rejected in the Owner's sole discretion for any of the following reasons:

- If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any portion thereof is detached;

- If there are unauthorized additions, conditional or altered bids, or irregularities of any kind which may tend to make the proposal or any portion thereof incomplete, indefinite or ambiguous as to its meaning;
- If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award; or
- If the proposal does not contain a unit price for each pay item listed except in the case of authorized alter pay items.

8. Proposal Guaranty

No proposal will be considered unless accompanied by a bid bond, surety, or similar guaranty of the types and in an amount not less than 5%. All sureties shall be made payable to the "City of Portsmouth". If a bid bond is used by the bidder it shall be:

- In a form satisfactory to the Owner;
- With a surety company licensed, authorized to do business in, and subject to the jurisdiction of the courts of the State of New Hampshire; and
- Conditioned upon the faithful performance by the principal of the agreements contained in the sub-bid or the general bid.

In the event any irregularities are contained in the proposal guaranty, the bidder will have four business days (not counting the day of opening) to correct any irregularities. The corrected guaranty must be received by 4:00 p.m. If irregularities are not corrected to the satisfaction of the Owner, the Owner, in its sole discretion, may reject the bid.

9. Delivery of Proposals

When sent by mail, the sealed proposal shall be addressed to the Owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened.

10. Withdrawal of Proposals

A bidder will be permitted to withdraw his or her proposal unopened after it has been submitted if the Owner receives a request for withdrawal in writing prior to the time specified for opening the proposals.

11. Public Opening of Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

12. Disqualification of Bidders

Any or all of the following reasons may be deemed by Owner in its sole discretion as being sufficient for the disqualification of a bidder and the rejection of his proposal:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name;
- Evidence of collusion among bidders;
- Failure to submit all required information requested in the bid specifications;
- If the Contractor does not meet the required licensing qualifications as described in Section 4 of the instructions;
- Lack of competency or of adequate machinery, plant or other equipment, as revealed by the statement of bidders qualification or otherwise;
- Uncompleted work which, in the judgment of the owner, might hinder or prevent the prompt completion of additional work if awarded;

- Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts;
- Default or unsatisfactory performance on previous contracts; or
- Such disqualification would be in the best interests of the Owner.

13. Material Guaranty and Samples

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, and the Owner may, in its sole discretion, reject the bid based on the contents of the statement or as a result of the failure of the bidder to submit the statement.

AWARD AND EXECUTION OF CONTRACT

1. Consideration of Proposals

a) After the proposals are opened and read, they will be compared on the basis of the total price for all sections of work to be charged to perform the work and any such additional considerations as may be identified in the bid documents. The results of such comparisons will be immediately available to the public. In case of a discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

b) The Owner reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals, if, in the sole discretion of the Owner, the best interest of the City of Portsmouth will be promoted thereby.

2. Award of Contract

If a contract is to be awarded, the award will be made to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, in writing, mailed to the address on his or her proposal, that his or her bid has been accepted and that the bidder has been awarded the contract.

The award shall not be considered official until such time that a Purchase Order, fully executed contract or an award letter has been issued by the Finance Director. No presumption of award shall be made by the bidder until such documents are in hand. Verbal notification of award is not considered official. Any action by the bidder to assume otherwise is done so at his/her own risk and the City will not be held liable for any expense incurred by a bidder that has not received an official award.

This award is contingent on an approval from HUD for the expenditure of funds. This project is also contingent on all conveyance issues being resolved. Bidders shall hold prices for thirty (30) days from the bid opening. City shall resolve contingencies and issue Notice of Intent to Award within thirty (30) days from the bid opening or reject all bids.

3. Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability of the Owner.

4. Return of Proposal Guaranty

All proposal guaranties, except those of the three lowest bidders, will be returned upon request following the opening and checking of the proposals. The proposal guaranties of the three lowest bidders will be returned within ten days following the award of the contract if requested.

5. Contract Bonds

At the time of the execution of the contract, the successful bidder shall furnish:

- Labor and materials payment bond in the sum equal to 100 percent of the contract amount.
- Performance bond in the sum equal to 100 percent of the contract amount.

At the time of project completion, the Owner may, in its sole discretion, permit the Contractor to substitute a maintenance bond in lieu of holding retainage for the entire guaranty period. If a bond is furnished it shall meet the following criteria:

- The bond shall be in an amount equal to 20 percent of the contract amount. Such bond shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the contractor. The guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

Each bond shall be: (1) in a form satisfactory to the Owner; (2) with a surety company licensed and authorized to do business and with a resident agent designated for services of process in the State of New Hampshire; and (3) conditioned upon the faithful performance by the principal of the agreements contained in the original bid. All premiums for the contract bonds are to be paid by the contractor.

6. Execution and Approval of Contract

The successful bidder is required to present all contract bonds, to provide proof of insurance, and to execute the contract within 10 days following receipt of the City's notification of acceptance of the bid. No contract shall be considered as in effect until it has been fully executed by all parties.

7. Failure to Execute Contract

Failure to execute the contract and file an acceptable bond within 10 days after notification of acceptance of bid shall be just cause for the cancellation of the award and the forfeiture of the proposal guarantee which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised as the Owner may determine in its sole discretion.

8. Additional Information

Requests for additional information or questions should be to Lori MacGinnis, at purchasing@cityofportsmouth.com or 603-610-7227.

9. Reservation of Rights

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, to re-bid, and to accept any bid that it may deem to be in the best interest of the City.

PROPOSAL FORM
ASBESTOS ABATEMENT
FORMER DOBLE USARC

CITY OF PORTSMOUTH, N.H.

To the City of Portsmouth, New Hampshire, herein called the Owner.

The undersigned, as Bidder, herein referred to as singular and masculine declares as follows:

1. All interested in the Bid as Principals are named herein;
2. This bid is not made jointly, or in conjunction, cooperation or collusion with any other person, firm, corporation, or other legal entity;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this Bid;
4. The bidder has carefully examined the sites of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this Bid, and the bidder has carefully read and examined the Drawings, Agreement, Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. The bidder understands that the quantities of work calculated in the Bid or indicated on the Drawings or in the Specifications or other Contract Documents are approximate and are subject to increase or decrease or deletion as deemed necessary by the Portsmouth City Engineer. Any such changes will not result in or be justification for any penalty or increase in contract prices; and agrees that, if the Bid is accepted the bidder will contract with the Owner, as provided in the Contract Documents, this Bid Form being part of said Contract Documents, and that the bidder will supply or perform all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other activities required by the Contract Documents in the manner and within the time therein set forth, and that the bidder will take in full payment therefor the following item prices; and
6. It is the intention of this contract that the items listed above describe completely and thoroughly the entirety of the work as shown on the plans and as described in the specifications. All other items required to accomplish the above items are considered to be subsidiary work, unless shown as a pay item.
7. The bidder shall include a Completed Statement of Bidders Qualifications with the information requested in above-section entitled "Minimum Qualifications for Asbestos Abatement Contractors."

PROPOSAL FORM
CONSTRUCTION ITEMS

<u>ITEM #</u>	<u>EST. QTY. (1)</u>	<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE IN FIGURES</u>	<u>ITEM TOTAL IN FIGURES</u>
01	5,750	SF	9" Floor Tile and Black Mastic		
02	300	LF	Pipe and Fitting Insulation		
03	275	EA	Pipe Fitting Insulation		
04	400	LF	Exterior Window Caulk		
05	75	LF	Exterior Door Caulk		
06	120	LF	Interior Building Seam Caulk		
07	450	LF	Interior Door Caulk		
08	460	SF	Gypsum Board and Joint Compound (compound material)		
09	46	SF	Joint Compound (individual material)		
10	110	SF	Chalkboard Adhesive		
TOTAL PRICE:					

(1) All quantities are estimates only. Contractor shall inspect building conditions to verify quantities for pricing determination. Contractor is responsible for abatement of all identified asbestos materials.

TOTAL FOR PROJECT AND BASIS OF AWARD

Total in Figures \$ _____

In Words \$ _____

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the Contract Documents, the bidder will accept compensation as stipulated therein.

Date

Company

By: _____
Signature

Business Address

Title: _____

City, State, Zip Code

Telephone: _____

The Bidder has received and acknowledged Addenda No. _____ through _____.

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

In order to follow the City's sustainability practices, future bid invitations/specifications may be sent electronically. Please provide an email address as to where the City could email future bid invitations/specifications of this type. Thank you in advance for your cooperation.

Email Address: _____

BID SECURITY BOND

(This format provided for convenience, actual Bid Bond is acceptable in lieu of, if compatible.)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____, as Principal, and

_____, as Surety, are hereby

held and firmly bound unto _____

IN THE SUM OF _____
as liquidated damages for payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the

A CERTAIN Bid attached hereto and hereby made a part hereof to enter into a contract in writing, hereinafter referred to as the "AGREEMENT" and or "CONTRACT", for

NOW THEREFORE,

- (a) If said Bid shall be rejected or withdrawn as provided in the INFORMATION FOR BIDDERS attached hereto or, in the alternative,
- (b) If said Bid shall be accepted and the Principal shall duly execute and deliver the form of AGREEMENT attached hereto and shall furnish the specified bonds for the faithful performance of the AGREEMENT and/or CONTRACT and for the payment for labor and materials furnished for the performance of the AGREEMENT and or CONTRACT,

then this obligation shall be void , otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

BID SECURITY BOND (continued)

The Surety, for value received, hereby agrees that the obligation of said surety and its bond shall be in no way impaired or affected by any extensions of the time within such BID may be accepted, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties hereto have duly executed

this bond on the _____ day of _____, 20__.

(Name of Principal) L.S.

(SEAL)

BY _____

(Name of Surety)

BY _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Note: This is a required submittal, fill out completely.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Bidder
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in the contracting business under your present name; also state names and dates of previous firm names, if any.
7. Contracts on hand; (schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded to you? _____(no)____(yes). If so, where and why?
10. Have you ever defaulted on a contract?
_____ (no)____(yes). If so, where and why?
11. Have you ever failed to complete a project in the time allotment according to the Contract Documents?
_____ (no)____(yes). If so, where and why?
12. List the most important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as project superintendent and foremen available for this contract.

STATEMENT OF BIDDERS QUALIFICATIONS (continued)

15. List any subcontractors whom you will use for the following (unless this work is to be done by your own organization, if so please state).
 - a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
 - g. _____
 - h. _____
 - i. _____

(The City reserves the right to approve subcontractors for this project)

16. With what banks do you do business?

a. Do you grant the Owner permission to contact this/these institutions?
____(yes) ____ (no).

b. Latest Financial Statements, certified audited if available, prepared by an independent certified public accountant, may be requested by Owner. If requested, such statements must be provided within five (5) business days or the bid proposal will be rejected. Certified Audited Statement are preferred. Internal statements may be attached only if independent statements were not prepared.

17. Include Notarized Statement in accord with Section 4(b) of the instructions.

18. Include list of references as described in Section 4(c) of the instructions.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

BY _____

TITLE _____

State of _____

County of _____

_____ being duly sworn, deposes and

says that the bidder is _____ of _____
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20__.

Notary of Public

My Commission expires _____

CONTRACT AGREEMENT**PORTSMOUTH SENIOR ACTIVITY CENTER
ASBESTOS ABATEMENT OF FORMER DOBLE USARC**

THIS AGREEMENT made as of the _____ in the year **2019**, by and between the City of Portsmouth, New Hampshire (hereinafter call the Owner) and _____ (hereinafter called the Contractor),

WITNESSETH; that the Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- Work - The Contractor shall perform all work as specified or indicated in the Contract Documents for the rehabilitation of the former Doble USARC. The Contractor shall provide, at his expense, all labor, materials, equipment and incidentals as may be necessary for the expeditious and proper execution of the Project.

ARTICLE II - ENGINEER - The Director of Public Works or his authorized representative will act as City Engineer in connection with completion of the Project in accordance with the Contract Documents.

ARTICLE III - CONTRACT TIME - The work shall commence in accordance with the Notice to Proceed. All Work shall be completed within 60 days of the Notice to Proceed.

ARTICLE IV - CONTRACT PRICE Owner shall pay Contractor for performance of the work in accordance with the Contract Documents as shown under item prices in the Bid Proposal.

ARTICLE V - PAYMENT - Partial payments will be made in accordance with the Contract Documents. Upon final acceptance of the work and settlement of all claims, Owner shall pay the Contractor the unpaid balance of the Contract Price, subject to additions and deductions provided for in the Contract Documents.

ARTICLE VI - RETAINAGE - To ensure the proper performance of this Contract, the Owner shall retain certain amounts in the percentage of the Contract Price and for the time specified as provided in the Contract Documents.

ARTICLE VII - LIQUIDATED DAMAGES - In event the Contractor fails to successfully execute the work within the specified contract time the Owner shall assess the Contractor liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day beyond the specified completion date determined in the NOTICE OF INTENT TO AWARD. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE VIII – CONTRACT DOCUMENTS – The Contract Documents which comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 8.1 Invitation to Bid
- 8.2 Instruction to Bidders
- 8.3 Contractor's Bid and Bonds
- 8.4 Contract Agreement
- 8.5 Notice of Award, Notice to Proceed
- 8.6 General Requirements, Control of Work, Temporary Facilities, Insurance Requirements, Measurement and Payment

CONTRACT AGREEMENT (continued)

- 8.7 Special Requirements for Community Development Block Grant (CDBG) Funded Projects
- 8.8 Standard and Technical Specifications
- 8.9 Contract Drawings
- 8.10 Appendices
 - A. Compliance with Laws and Regulations
 - B. Federal Labor Standards Provisions
 - C. Applicable Davis-Bacon Wage Rate Decision
 - D. Asbestos Testing Reports
- 8.11 Any modifications, including change orders, duly delivered after execution of this Agreement.

ARTICLE IX – TERMINATION FOR DEFAULT – Should contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials, tools and appliances belonging to Contractor, and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE X – INDEMNIFICATION OF OWNER – Contractor shall defend, indemnify and hold harmless Owner and its officials and employees from and against all suits, claims, judgments, awards, losses, costs or expenses (including without limitation attorneys' fees) to the extent arising out of or relating to Contractor's alleged negligence or breach of its obligations or warranties under this Contract. Contractor shall defend all such actions with counsel satisfactory to Owner at its own expense, including attorney's fees, and will satisfy any judgment rendered against Owner in such action.

ARTICLE XI – PERMITS – The Contractor shall secure at its own expense, all permits and consents required by law as necessary to perform the work and shall give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations.

ARTICLE XII – INSURANCE – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the Contract.

ARTICLE XIII – MISCELLANEOUS –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.

- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

BIDDER:

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____
John P. Bohenko

TITLE: City Manager

NOTICE OF INTENT TO AWARD

Date:

To:

IN AS MUCH as you were the low responsible bidder for work entitled:

<p>PORTSMOUTH SENIOR ACTIVITY CENTER ASBESTOS ABATEMENT OF FORMER DOBLE USARC</p>

You are hereby notified that the City intends to award the aforesaid project to you.

Immediately take the necessary steps to execute the Contract and to provide required bonds and proof of insurance within ten (10) calendar days from the date of this Notice.

The City reserves the right to revoke this Notice if you fail to take the necessary steps to execute this Contract.

City of Portsmouth
Portsmouth, New Hampshire

Judie Belanger,
Finance Director

NOTICE TO PROCEED

DATE:

PROJECT: **ASBESTOS ABATEMENT AT FORMER DOBLE USARC**

TO:

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE
WITH THE AGREEMENT DATED,

ALL WORK SHALL BE COMPLETED WITHIN 60 DAYS OF THIS NOTICE TO
PROCEED.

CITY OF PORTSMOUTH, N.H.

BY: Peter H. Rice

TITLE: Public Works Director

ACCEPTANCE OF NOTICE

RECEIPT OF THE ABOVE NOTICE TO
PROCEED IS HEREBY ACKNOWLEDGED BY

This the _____ day of _____ 20__

By: _____

Title: _____

CHANGE ORDER

Change Order #
Owner: CITY OF PORTSMOUTH, N.H

Date of Issuance:

Contractor:

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments:

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

Original Contract Price:
\$

Original Completion Date:

Contract Price prior to this
Change Order:
\$

Contract Time prior to this
Change Order:

Net Increase of
this Change Order:
\$

Net Increase or Decrease of
this Change Order:

Contract Price with all
approved Change Orders:
\$

Contract Time with all
approved Change Orders:

RECOMMENDED:

APPROVED:

by _____

by _____

by _____

by _____

PW Director

City Finance

City Manager

Contractor

by _____

Planning Director (if applicable)

LABOR AND MATERIALS PAYMENT BOND

(This format provided for convenience, actual Labor and Material Bond is acceptable in lieu, if compatible)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

that _____

as Principal, hereinafter called Contractor, and _____ (Surety Company) a corporation organized and existing under the laws of the State of

_____ and authorized to do business in the State of New Hampshire hereinafter called Surety, are held and firmly bound unto the City of Portsmouth, N.H. Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the

amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by the Public Works Department, 680 Peverly Hill Road, Portsmouth, N.H. 03801, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

(1) A claimant is defined as one having a direct contract with the Principal or, with a subcontractor of the Principal for labor, material, equipment, or other things used or reasonably required for use in the performance of the Contract. "Labor and material" shall include but not be limited to that part of water, gas, power, light, heat, oil and gasoline, telephone service or rental of equipment applicable to the Contract.

(2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such a claimant, may sue on this bond for the use of such claimant, prosecute the suit by final judgment for such sum or sums as may be

LABOR AND MATERIAL PAYMENT BOND (continued)

justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any such suit or any costs or expenses of any such suit, and principal and surety shall jointly and severally indemnify, defend and hold the Owner harmless for any such suit, costs or expenses.

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

(a) Unless Claimant, other than one having a direct contract with the Principal, shall have given notice to all the following:

The Principal, the Owner and the Surety above named, within six (6) calendar months after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State of New Hampshire save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased all work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a State court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (4) The amount of this bond may be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien by presented under and against this bond.

Signed and sealed this _____ day of _____, 20____. In the presence of:

(Witness) BY: _____
(Principal) (Seal)

(Surety Company)

(Witness) BY: _____
(Title) (Seal)

LABOR AND MATERIALS PAYMENT BOND (continued)

Note:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized Officer or Officers.

If this bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his Power of Attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Agreement.

MAINTENANCE BOND

At the Owner's election, a maintenance bond may be substituted for retainage at the completion of the project. If the Owner permits a maintenance bond, it shall be in the amount of **Twenty Percent (20%)** of the contract price with a corporate surety approved by the Owner. Such bond shall be provided at the time of Contract completion and shall guarantee the repair of all damage due to faulty materials or workmanship provided or done by the Contractor. This guarantee shall remain in effect for a period of one year after the date of final acceptance of the job by the Owner.

CONTRACTOR'S AFFIDAVIT

STATE OF _____:

COUNTY OF _____:

Before me, the undersigned, a _____
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, _____
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

CITY OF PORTSMOUTH, NEW HAMPSHIRE

and _____
(Contractor)

of _____

Dated: _____

has been paid in full for Asbestos Abatement-related Construction of:

**PORTSMOUTH SENIOR ACTIVITY CENTER
ASBESTOS ABATEMENT OF FORMER DOBLE USARC**

(Individual, Partner, or
duly authorized
representative of
Corporate Contractor)

Sworn to and subscribed
before me this _____ day
of _____ 20____

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS that

 _____, County of _____ and State of _____
 _____ does hereby acknowledge
 that _____ (Contractor)

has on this day had, and received from the CITY OF PORTSMOUTH NEW HAMPSHIRE, final
 and completed payment for the Construction of:

**PORTSMOUTH SENIOR ACTIVITY CENTER
 ASBESTOS ABATEMENT OF FORMER DOBLE USARC**

NOW THEREFORE, the said _____

(Contractor)

for myself, my heirs, executors, and administrators) (for itself, its successors and assigns)
 do/does by these presents remise, release, quit-claim and forever discharge the City of
 Portsmouth, New Hampshire, its successors and assigns, of and from all claims and demands
 arising from or in connection with the said Contract dated _____, and of and from
 all, and all manners of action and actions, cause and causes of action and actions, suits, debts,
 dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specifications,
 covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions,
 claims and demand, whatsoever in law of equity, or otherwise, against the City of Portsmouth,
 New Hampshire, its successors and assigns, which (I, my heirs, executors, or administrators) (it,
 its successors and assigns) ever had, now have or which (I, my heirs, executors, or
 administrators) (it, its successors and assigns) hereafter can shall or may have, for, upon or by
 reason of any matter, cause, or thing whatsoever; from the beginning of record time to the date of
 these presents.

IN WITNESS WHEREOF,

Contractor:

 print name of witness: _____

By: _____
 Its Duly Authorized _____

Dated: _____

GENERAL REQUIREMENTS

SCOPE OF WORK

1. INTENT OF CONTRACT

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms of the Contract. The Contractor shall be required to conform to the intent of the plans and specifications. No extra claims shall be allowed for portions of the work not specifically addressed in the plans and specifications but required to produce a whole and complete project, such work will be considered subsidiary to the bid items.

2. INCIDENTAL WORK

Incidental work items for which separate payment is not measured includes, but is not limited to, the following items:

- a. Mobilization & Demobilization
- b. Clean up
- c. Temporary Facilities
- d. Transportation and disposal of demolition debris and waste materials
- f. Restoration of property
- g. Cooperation with other contractors, abutters and utilities.
- h. Accessories and fasteners or components required to make items paid for under unit prices or lump sum items complete and functional.

3. ALTERATION OF PLANS OR OF CHARACTER OF WORK

The Owner reserves the right, without notice to Surety, to make such alterations of the plans or of the character of the work as may be necessary or desirable to complete fully and acceptably the proposed construction; provided that such alterations do not increase or decrease the contract cost. Within these cost limits, the alterations authorized in writing by the Owner shall not impair or affect any provisions of the Contract or bond and such increases or decreases of the quantities as a result from these alterations or deletions of certain items, shall not be the basis of claim for loss or for anticipated profits by the contractor. The contractor shall perform the work as altered at the contract unit price or prices.

4. EXTRA WORK ITEMS

Extra work shall be performed by the Contractor in accordance with the specifications and as directed, and will be paid for at a price as provided in the Contract documents or if such pay items are not applicable than at a price negotiated between the contractor and the Owner or at the unit bid price. If the Owner determines that extra work is to be performed, a change order will be issued.

5. CHANGE ORDERS

The Owner reserves the right to issue a formal change order for any increase, decrease, deletion, or addition of work or any increase in contract time or price. The contractor shall be required to sign the change order and it shall be considered as part of the Contract documents.

6. FINAL CLEANING UP

Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the

work shall be left in a neat and presentable condition. On all areas used or occupied by the contractor, regardless of the contract limits, the bidder shall clean-up all sites and storage grounds.

The items prescribed herein will not be paid for separately, but shall be paid for as part of the total contract price.

7. ERRORS AND INCONSISTENCY IN CONTRACT DOCUMENTS

Any provisions in any of the Contract Documents that may be in conflict with the paragraphs in these General Requirements shall be subject to the following order of precedence for interpretation.

1. Technical Specifications will govern General Requirements.
2. Special Provisions will govern Technical Specifications.
3. Plans will govern Special Provisions, Technical Specifications, and General Requirements.

CONTROL OF WORK

1. AUTHORITY OF ENGINEER

(a) All work shall be done under supervision of the City Engineer and to his satisfaction. The City Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The City Engineer will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Owner reserves the right to demand a certificate of compliance for a material or product used on the project. When the certificate of compliance is determined to be unacceptable to the City Engineer the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense (see Sample of Certificate of Compliance).

2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES

(a) The Contractor shall use every precaution to prevent injury or damage to buildings, pavement, wires, poles, or other property of public utilities; trees, shrubbery, crops, and fences along and adjacent to the right-of-way, all underground structures such as pipes and conduits, within or outside of the right-of-way; and the Contractor shall protect and carefully preserve all property marks until an authorized agent has witnessed or otherwise referenced their location.

(b) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(c) When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing rebuilding, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

(d) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

CONTROL OF WORK (continued)

(f) It is the intent of the Parties that the Contractor preserve, to as great an extent as possible, the natural features of the site.

(g) All facilities, infrastructure and features shall be protected and preserved during construction. Any damaged items shall be repaired or replaced by the contractor at no cost to the owner.

3. MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

5. PERMITS

It will be the responsibility of the Contractor to obtain all permits required for the operation of equipment in, on, all city streets and public ways.

6. BARRICADES, WARNING SIGNS AND TRAFFIC OFFICERS

(a) The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Roadway closed to traffic shall be protected by effective barricades. Obstructions shall be illuminated during hours of darkness. Suitable warning signs shall be provided to control and direct traffic in a proper manner, as approved by the engineer.

(b) The Contractor will be held responsible for all damage to the work from traffic, pedestrians, animals or any other cause due to lack of adequate controlling devices.

(c) The Contractor shall provide such police officers as the City Engineer deems necessary for the direction and control of traffic within the site of project.

The work prescribed herein will not be paid for separately but will be paid for as part of the Contract Price unless specifically appearing as a bid item.

TEMPORARY FACILITIES

1. STORAGE FACILITIES

(a) The Contractor shall not store materials or equipment in a public right-of-way beyond the needs of one working day. Equipment and materials shall be stored in an approved location.

(b) The Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location.

(c) Prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

2. SANITARY FACILITIES

(a) The Contractor shall provide for toilet facilities for the use of the workers employed on the work.

(b) Temporary toilet facilities may be installed provided that the installation and maintenance conform with all State and local laws, codes, regulations and ordinances governing such work. They shall be properly lit and ventilated, and shall be kept clean at all times.

(c) Prior to final acceptance of the work all temporary toilet facilities shall be removed from the site.

3. TEMPORARY WATER

The Contractor shall make all arrangements with the local water department for obtaining water connections to provide the water necessary for construction operations and shall pay all costs.

4. TEMPORARY ELECTRICITY

The Contractor shall make all arrangements with the Public Service Company for obtaining electrical connections to provide the electrical power necessary for construction operations and security lighting and shall pay all electrical connection and power costs.

The Contractor shall be responsible with obtaining an electrical permit from the City Electrical Inspector.

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage - \$2,000,000
Per occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage - \$2,000,000
Per occurrence and general aggregate

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage sufficient to meet statutory requirements for all people employed by the Contractor to perform work on this project.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.
- D) Pollution Liability coverage of at least \$1,000,000 sufficient to cover the work described in this contract.

ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder and Additional Insured. The City shall be identified as follows:

City of Portsmouth
Attn: Legal Department
1 Junkins Avenue
Portsmouth, NH 03801

MEASUREMENT AND PAYMENT

1. MEASUREMENT OF QUANTITIES

(a) All work completed under the contract will be measured according to the United States standard measure.

(b) The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise stated all quantities measured for payment shall be computed or adjusted for "in place" conditions.

(c) Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the dimensions shown on the plans or ordered in writing.

(d) Structures will be measured according to lines shown on the plans or as ordered unless otherwise provided for elsewhere in the specifications.

(e) Removal and replacement of existing roof membrane and insulation shall be reimbursed at unit price per square foot as measured in-place.

(f) The term "lump sum" when used as an item of payment will mean complete payment for the work described in the item.

(g) When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories, so as to provide the item complete and functional. Except as may be otherwise provided, partial payments for lump sum items will be made approximately in proportion to the amount of the work completed on those items.

(h) Material wasted without authority will not be included in the final estimate.

2. SCOPE OF PAYMENT

(a) The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage or expense of whatever character arising out of the nature of the work or the prosecution thereof.

(b) The Contractor shall be liable to the Owner for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work.

(c) No monies, payable under the contract or any part thereof, except the first estimate, shall become due or payable if the Owner so elects, until the Contractor shall satisfy the Owner that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of said Contractor for the repair of equipment used in carrying out said contract; and the Owner, if he so elects, may pay any and all such bills, in whole or in part, and deduct the amount of amounts so paid from any partial or final estimate, excepting the first estimate.

3. COMPENSATION FOR ALTERED QUANTITIES

(a) Except as provided for under the particular contract item, when the accepted quantities of work vary from the quantities in the bid schedule the Contractor shall accept as payment in full, so far as contract items are concerned, at the original contract unit prices for the accepted quantities of work done. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either directly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursements therefore or from any other cause.

(b) Extra work performed will be paid for at the contract bid prices or at the price negotiated between the Owner and the Contractor if the item was not bid upon. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

4. PARTIAL PAYMENTS

Partial payments will be made on a monthly basis during the contract period. From the total amount ascertained as payable, an amount equivalent to ten percent (10%) of the whole will be deducted and retained by the Owner until such time as the work receives final acceptance.

5. FINAL ACCEPTANCE

Upon due notice from the Contractor of presumptive completion of the entire project, the City Engineer will make an inspection. If all construction provided for and contemplated by the contract is found complete to his satisfaction, this inspection shall constitute the final inspection and the City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work in whole or in part, as being unsatisfactory, the City Engineer will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City Engineer will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

6. ACCEPTANCE AND FINAL PAYMENT

(a) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms and certifications, the Owner will review the final estimate of the quantities of the various classes of work performed. The Contractor may be required to certify that all bills for labor and material used under this contract have been paid.

(b) The Contractor shall file with the Owner any claim that the Contractor may have regarding the final estimate at the same time the Contractor submits the final estimate. Failure to do so shall be a waiver of all such claims and shall be considered as acceptance of the final estimate. From the total amount ascertained as payable, an amount equivalent to ten percent (10%) of the whole will be deducted and retained by the Owner until such time as the work receives final acceptance. This retainage may be waived, at the discretion of the City, provided the required Maintenance Bond has been posted. After approval of the final estimate by the Owner, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

(c) All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

7. GENERAL GUARANTY AND WARRANTY OF TITLE

(a) Neither the final certification of payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all

materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

8. NO WAIVER OF LEGAL RIGHTS

(a) Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or be stopped from recovering from the Contractor or his Surety, or both, such overpayment as it may sustain by failure on the part of the Contractor to fulfill his obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

(b) The Contractor, without prejudice to the Contract shall be liable to the terms of the Contract, shall be liable to the Owner for latent defects, fraud or such gross mistakes as may amount to fraud, and as regards the Owner's right under any warranty or guaranty.

9. TERMINATION OF CONTRACTOR'S RESPONSIBILITY

Whenever the improvement provided for by the Contract shall have been completely performed on the part of the Contractor and all parts of the work have been released from further obligations except as set forth in his bond and as provided in Section 8 above.

**SPECIAL REQUIREMENTS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROJECTS**

AUTHORITY

Provisions of this Agreement are pursuant to the authority set forth in Title 24 of the Code of Federal Regulations, Part 570 (Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), and all other applicable federal, state, county or municipal authorities which shall impose any local laws, regulations and policies governing funds provided under this Agreement.

FUNDING

This project is funded in part by the City's Community Development Block Grant (CDBG), which is received from the U.S. Department of Housing and Urban Development and administered by the Portsmouth Community Development Department. Project work must be completed in accordance with all applicable statutes, laws, and regulations.

ASSURANCES

1. The CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964, codified in United States Code Title 42 2000 (d), and implemented at 24 CFR Part 1 as well as 24 CFR Part 570.602, and in accordance therewith, no person in the United States shall, on the grounds of race, color, national origin, religion, age or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds or any other Federal financial assistance. The CONTRACTOR will immediately take any measures necessary to effectuate this Agreement.
2. CONTRACTOR will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended; and implemented at 24 CFR Part 135 and in accordance therewith, in all work made possible by or resulting from this Agreement, affirmative action will be taken to ensure that residents (preferably low to moderate income as defined by U.S. Housing and Urban Development) of the City are given maximum opportunities for training and employment and that business concerns located in or owned in substantial part by residents of the City are to the greatest extent feasible, awarded contracts.
3. As this Agreement is funded by monies of the United States, CONTRACTOR shall comply with all of the provisions of Executive Order No. 11246 ("Equal Employment Opportunity") as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. All activities and contracts are subject to Executive Order 11246, as amended and implemented at 41 CFR Chapter 60. In carrying out the Statement of Work (Exhibit A), the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital or familial status, age, mental or physical handicap. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race,

color, religion, sex, national origin, marital or familial status, age, mental or physical handicap. The CONTRACTOR shall incorporate the foregoing requirements of this paragraph in all of its contracts for program work, and will require all of its subcontractors for such work to incorporate all such EEO requirements as are applicable. CONTRACTOR further agrees to permit the State, the United States, or any designated representative of either, to have access to any of the CONTRACTOR's books, records, and accounts for the purpose of ascertaining compliance with the aforesaid rules regulations and orders, and the covenants and conditions of this Agreement.

4. CONTRACTOR shall comply with all other program requirements as described in this Agreement and in 24 CFR Part 570.503, and listed in Appendix A "Compliance by Grantee and Any Contractors, and Subcontractors with Laws and Regulations."
5. CONTRACTOR shall comply with Federal Labor Standards and Applicable Davis-Bacon Wage Rates, as attached in Appendices B and C and incorporated herein by reference.

CONFLICT OF INTEREST

No officer, employee or agent of the City, or any other person who exercises any functions or responsibilities in connection with the Community Development Program, shall have any personal or financial interest, direct or indirect, in this Agreement; and, the CONTRACTOR shall take appropriate steps to assure compliance with the conflict of interest rules in 2 CFR Part 200.112.

POLITICAL ACTIVITY PROHIBITED - HATCH ACT

Neither the Community Development funds provided under this Agreement, nor administration of this project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

FAITH-BASED ORGANIZATIONS

Executive Order 13279 allows a government contractor or subcontractor that is a religious organization, corporation, association, educational institution, or society to take religion into consideration in the employment of individuals to perform work connected with the services offered by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempt or excused from complying with the other requirements contained in Executive Order 11246. CONTRACTOR must adhere to 24 CFR 570.200(j) Faith-based activities.

DRUG FREE WORKPLACE

The CONTRACTOR shall establish a drug-free workplace policy that shall include:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;

- b. The CONTRACTOR's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and;
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

ENVIRONMENTAL REVIEW COMPLIANCE

The CONTRACTOR agrees to abide by provisions of the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as required by Title 1 of the Housing and Community Development Act of 1974 as amended from time to time and in compliance with the Environmental Review Procedures of the Community Development Block Grant Program at CFR Part 58 and any subsequent regulations issued by the U.S. Department of Housing and Urban Development (HUD). The CONTRACTOR agrees that any costs incurred prior to the City receiving a Release of Funds authorization from HUD are not eligible for reimbursement. The CONTRACTOR further agrees not to obligate funds or begin implementation of the project prior to the CONTRACTOR receiving specific written authorization from the City to proceed and where applicable, a formal Removal of Grant Conditions by U.S. Department of Housing and Urban Development (HUD).

LEAD BASED PAINT

The CONTRACTOR agrees to abide by provisions of 24 CFR Part 35 Lead Based Paint Poisoning Prevention in Certain Residential Structures. The Final Rule Published by U.S. Department of Housing and Urban Development (HUD) effective as of January 11, 2002.

TERMINATION

CONTRACTOR and the City will comply with the noncompliance and termination provisions in 2 CFR 200.338. In addition to the remedies for noncompliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and 339, the City may suspend or terminate this Agreement in whole or in part if the CONTRACTOR fails to comply with any terms and conditions of this Agreement or upon the occurrence of any Event of Default or any other breach of this Agreement. The City can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Agreement, the Grant Documents, under statutory law, equity or under common law. If the City terminates this Agreement, the CONTRACTOR shall also forfeit to the City all unexpended monies awarded under the Agreement. CONTRACTOR may also be required to refund all CDBG funds awarded by the City. In accordance with 2 CFR §200.339, the City can terminate the Agreement with the consent of the CONTRACTOR in which case the CONTRACTOR and the City must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated. In accordance with 2 CFR §200.339(a)(4), this Agreement may also be terminated by the City with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the award will not be accomplished for which the award was made, the City may terminate the award in its entirety. If this award is terminated or partially terminated, the CONTRACTOR remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344. All remedies shall be deemed cumulative and, to the extent permitted by law, the

election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

PRE-CONSTRUCTION CONFERENCE

- Once the Contract Document is completed, the City coordinates timeframe for the pre-construction conference with the CONTRACTOR.
- The purpose of the pre-construction conference is to coordinate the construction start-up timeframe and to ensure that all of the proper payroll documentation will be produced and that federal requirements describing Equal Employment Opportunity and Section 3 requirements will be met.

COMPLIANCE MONITORING

- The General CONTRACTOR must submit weekly certified payrolls including weekly certified payrolls for all Subcontractors to the City for review and compliance with applicable State or Davis Bacon Wage Rates;
- Construction Progress Payments are submitted to the City for review and approval;
- The City is responsible for conducting on-site employee interviews for compliance with applicable prevailing wage rates and compliance with all federal, state and local requirements concerning – Section 3, MBE/WBE, etc.;
- The City will periodically monitor the construction; and
- Prior to the issuance of final contractor payment the following must be received:
 1. Certification that all prevailing wage documentation has been completed;
 2. Copies of employee interview forms completed by the City;
 3. Release of Liens Statement from general CONTRACTOR;
 4. Final Field Report from project manager authorizing final payment; and
 5. All required Section 3 and EEO forms (if applicable)

STANDARD SPECIFICATIONS

Refer to the Technical Specifications.

SHOP DRAWINGS

(NOT USED)

TECHNICAL SPECIFICATIONS

See the following, “SECTION 188841 ASBESTOS ABATEMENT & RELATED WORK.”

PART 1 – GENERAL**1.1 RELATED DOCUMENTS**

- A. General provisions of the Contract, including General and Supplementary Conditions and Other Abatement Specification Sections, apply to the work of each of the Specification Sections.
- B. This project is funded with Federal monies issued through the Community Development Block Grant (CDBG) program. Refer to the City of Portsmouth Special Requirements for CDBG Funded Projects for all contract requirements including Davis-Bacon Wage Act (DBA) wage rates, certified payrolls, and Equal Opportunity Employment (EOE).
- C. This section addresses abatement of asbestos-containing material (ACM) only.

1.2 PROJECT SCOPE-OF-WORK

- A. General: Furnish all labor, materials, equipment and perform all work required to safely remove, and otherwise abate as indicated herein, transport, and legally dispose of all the asbestos-containing materials (ACM) listed in Table 1 below. The scope-of-work includes the removal, transport, and disposal of designated ACM at the Former Paul A. Doble US Army Reserve Center, located at 125 Cottage Street in Portsmouth, NH. All work is to be completed in accordance with the schedules stated herein, in the Contract Documents, and as designated by the City of Portsmouth (Owner). It is essential that all work be phased and scheduled as required to facilitate Owner's renovation and upgrade work. All work is to be completed in strict accordance with applicable local, State of New Hampshire (State), and federal codes and regulations and the requirements stated in this specification and Contract Documents.
- B. Table 1 below includes the listing of ACM to be removed, packaged, transported, and disposed of in accordance with the Contract Documents.

TABLE 1

Building Material	Location	Approximate Quantity	EPA Category
9" Floor Tile and Black Mastic	Throughout building in Rooms 1, 2, 3, 4, 5, 6, 7, 8, 10, 13, 15, 17, 18, and Corridors.	5,750 square feet	Category I Nonfriable
Pipe and Fitting Insulation	Room 18, Corridor, Drill Hall and Boiler Room	300 linear feet	Friable ACM
Pipe Fitting Insulation (on fiberglass runs)	Throughout building in Rooms 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 20, Drill Hall and Boiler Room	275 fittings	Friable ACM
Exterior Window Caulk	Throughout Exterior of Building at edges of window openings	400 linear feet (26 openings)	Category II Nonfriable
Exterior Door Caulk	Throughout exterior of building at edges of door openings	75 linear feet (4 openings)	Category II Nonfriable
Interior Building Seam Caulk	Throughout building at building seams	120 linear feet	Category II Nonfriable

Building Material	Location	Approximate Quantity	EPA Category
Interior Door Caulk	Throughout building interior around door frames	450 linear feet (28 openings)	Category II Nonfriable
Gypsum Board and Joint Compound (as composite material)	Divider walls between Rooms 3/5, 8/10, 4/7, & 15/17	460 square feet	Non-ACM
Joint Compound (as an individual material)	Divider walls between Rooms 3/5, 8/10, 4/7, & 15/17 at nail heads and seam edges	46 square feet	Category II Nonfriable
Chalkboard Adhesive	Rooms 1, 2, & 5, underneath chalkboards mounted to walls	110 square feet	Category II Nonfriable

- C. Reference full inspection reports for discussions and additional information and limitations of Owner survey. Existing reports include an Asbestos Containing Material Re-Inspection Report prepared by Alliant Corporation dated June 5, 2013, and two Limited Building Survey Reports from RPF Environmental dated July 30, 2018 and December 10, 2018. Quantities listed in Table 1 are approximate only and Contractor shall remove all ACM in the work areas.
- D. The work areas have or may have other regulated or hazardous materials present that are not covered in the Section including but not limited to polychlorinated biphenyl (PCB)-containing materials, mercury, lead paint, guano, mold contamination, other hazardous materials and universal waste. Contractor's OSHA-competent person shall also inspect the work place for other potential hazardous building material during the work. If encountered during the work immediately notify Owner's Representative. Use only qualified, trained workers to properly remove, package, transport, and dispose (or recycle) of such material in strict compliance with all local, State, and Federal requirements.

1.3 WORK SCHEDULES

- A. All work shall be completed in accordance with the schedule requirements as indicated by the Owner and as stated in the Contract Documents.
- B. All work shall be strictly coordinated and scheduled by the Contractor as indicated by and approved by Owner, the Owner's industrial hygiene consultant (IH Consultant), and General Contractor. Work is to be phased as required to facilitate Owner operations, general occupancy of the site, and general construction activity. Contractor must provide proposed daily schedules to Owner and IH Consultant for each phase of work and each Owner work request. Adequate advance notice shall be provided to Owner and the IH Consultant prior to any schedule changes. Start and completion dates for the work and specific phasing requirements not otherwise specified herein shall be submitted to Owner and IH Consultant for approval.

1.4 CONTRACTOR ESTIMATES

- A. Estimates: Contractor shall conduct necessary field measurements and site review as deemed necessary by Contractor to delineate the scope of work and site conditions prior to submittal of bid. Contractor shall note on bid any discrepancies between Contractor field measurements and listings of work stated herein. It is the responsibility of the Contractor to verify all project information and site conditions as necessary to satisfy the Contractor as to the requirements of the work for each specific phase of the project. The Contractor must notify Owner and the IH Consultant of any conflicting information or clarifications required for the preparation of any bids, estimates, and

submittal documentation. Unless otherwise stated by Owner, the Contractor is responsible for the removal of all designated ACM at Owner facility, so designated by the Owner.

1.5 EXISTING CONDITIONS

- A. Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing and photographs of damage to structure, surfaces, finishes, insulations, and equipment that could be misconstrued as damage resulting from the work. Contractor is responsible for all damages to equipment, furnishings, finishes and building surfaces in the work area and adjacent caused by the Contractor during the course of abatement and general housecleaning. Contractor is responsible for completing all repairs to damaged items/surfaces caused by the work. In addition, all tape, adhesive, and other staining and damage must be fully repaired by Contractor to meet or exceed existing conditions.

1.6 POTENTIAL ASBESTOS HAZARD

- A. The work site contains ACM. Review all site survey reports and conduct ongoing inspections of the work areas to identify potential hazardous material that may be encountered. Provide OSHA competent person to supervise and review work procedures and conduct ongoing work area inspections. Properly train all affected personnel at the job site based on the hazards and hazardous material to be encountered, impacted or disturbed including but not limited to ACM.
- B. The disturbance or dislocation of ACM may cause asbestos fibers to be released into the buildings atmosphere, thereby creating potential health hazards to workmen and building occupants. Apprise all employers at site, workers, supervisory personnel, subcontractors and consultants who will be at the job site of the seriousness of the hazards, other possible site hazards, and of proper work procedures that must be followed.
- C. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne asbestos fibers and dust. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.
- D. Complete, and coordinate with Owner's Representative as applicable, all communication of hazards in strict accordance with 29 CFR 1926.1101 (k) and other applicable OSHA and State regulations. The contractor shall coordinate with Owner's Representative to review all existing inspection records and testing results as needed. Ensure that complete inspections of the space and affected materials have been completed of copies of inspection reports have been provided to the Owner, Contractor site supervisor and other affected contractors and subcontractors at the site as applicable. All site personnel working in areas containing ACM shall be apprised of the locations, types and quantities of ACM present and all such personnel shall be provided a minimum of asbestos awareness level training (for non-asbestos contractors) or additional training as indicated herein. In the event that other suspect material are encountered (or previously inaccessible spaces are accessed) that are not identified in the inspection report as having been properly inventoried and testing, then immediately cease work that would impact such materials and notify Owner's Representative such that proper testing and inspection can be performed.

1.7 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall limit his use of the site to the work indicated, so as to allow for Owner operations and general construction activity. Confine operations at the site to the specified work areas of the Specification. Take all precautions necessary to protect the site, buildings, any occupants, and surrounding areas from work-related hazards during the construction period. Maintain building in a safe and structurally sound condition throughout the work. Maintain access to the public and other trades in designated areas (for example, stairwells) as indicated herein and as otherwise noted by Owner. Provide additional barriers and site security as needed to accommodate such access. Use care to prevent damages to existing surfaces during installation of solid barriers, critical barriers and primary isolation barriers.
- B. Install solid barriers to prevent unauthorized access and visibility from adjacent, public or Owner-occupied areas as designated by Owner and using materials and construction methods approved by Owner. Contractor shall work in cooperation with and coordinate all work with Owner and the IH Consultant.

1.8 STOP WORK

- A. If Owner or the IH Consultant presents a written or verbal stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner and IH Consultant.

1.9 PROJECT COORDINATION

- A. Site Supervisor: Provide a full-time Site Supervisor who is experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with the specification and all applicable federal, state and local regulations, particularly those relating to asbestos-containing materials.
 - 1. Experience and Training: The Site Supervisor must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures, and have had a minimum of five (5) years on-the-job training in similar asbestos abatement procedures.
 - 2. Accreditation/Qualifications: The Site Supervisor is to be (1) a Competent Person as required by OSHA in 29 CFR 1926, and (2) accredited and certified in accordance with the AHERA regulation 40 CFR Part 763, Subpart E, Appendix C; and (3) licensed in accordance with current State requirements.
- B. Project Manager: Provide a qualified and experienced project manager to perform administrative and project management responsibilities and to serve as Contractor management point of contact in addition to the project supervisor.
- C. Pre-Construction Conference: An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by Owner with Contractor prior to the start of work for each phase. This meeting will be held to review the scope-of-work, scheduling, coordination, and contractor plan of action and submittals and other applicable items.
- D. Daily Log: Maintain at the work area a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Visitations; authorized and unauthorized

2. Daily sign-in sheet for all personnel entering and leaving the work area (name, certification, expirations).
3. Special or unusual events, i.e. barrier breaching, equipment failures, accidents
4. Documentation of the following:
 - a) Supervisor's daily inspections and exposure monitoring test results
 - b) Work progress each day for each work area
 - c) Removal of waste material (number and type of containers) from each work area
 - d) Removal of waste from site including a copy of the accompanying waste shipment record
 - e) Decontamination of work area and equipment
 - f) Final inspection and air clearance results, and
 - g) Documentation of containment removal and final general housecleaning activity
5. Complete and maintain daily log in accordance with applicable State and federal record keeping requirements. Provide access to logs to Owner and IH Consultant at all times and provide copies of logs with the submittal package in accordance with the construction submittal requirements.

1.10 STANDARDS

- A. Applicability of Standards: It is the Contractor's responsibility to complete all work in accordance with (or exceeding) all applicable industry standards and guidelines. Except where Contract Documents include more stringent requirements, all applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Applicable construction standards are made a part of the Contract Documents by reference. Where compliance with an industry standard is required, comply with the most current standards in effect as of date of Contract Documents.
- B. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer to Owner and IH Consultant any requirements that are different or conflicting; outline the more stringent requirement before proceeding.
- C. Comply with applicable standards including, but not limited to, American National Standards Institute (ANSI) standards and American Society for Testing and Materials (ASTM) standards.

1.11 CODES, REGULATIONS, AND STANDARDS

- A. Adhere to work practices and procedures set forth in applicable codes, regulations and standards related to work. Obtain permits, licenses, inspections, and similar documentation, as well as payments and similar requirements associated with codes, regulations, and standards. Update permits as necessary.
- B. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold Owner and IH Consultant harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

- C. All work performed under this contract shall comply with applicable provisions, including most current versions, and not limited to the listed and all other applicable local, state and federal codes and regulations.
- D. Federal Requirements: which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, including but not limited to:

1. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules
2. 29 CFR 1910.1001 and 29 CFR Part 1926.1101
3. Respiratory Protection: Title 29, Part 1910, Section 134 of the CFR
4. Construction Industry: Title 29, Part 1926, of the CFR and all related Subparts
5. Access to Employee Exposure and Medical Records: 29 CFR, Part 1910, Section 2
6. Hazard Communication: Title 29, Part 1910, Section 1200 of the CFR
7. Specifications for Accident Prevention Signs and Tags: 29 CFR Part 1910, Sec. 145

DOT: U. S. Department of Transportation, including but not limited to:

1. Hazardous Material Regulations: Title 49, Part 171-180 CFR

EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

1. Asbestos Abatement Projects; Worker Protection Rule: Title 40 Part 763, Sub-part G
2. Asbestos School Hazard Abatement Reauthorization Act (ASHARA)
3. Asbestos Containing Materials in Schools Final Rule 40 CFR Part 763, Sub-part E
4. National Emission Standard for Hazardous Air Pollutants (NESHAPS); National Emission Standard for Asbestos, 40 CFR Part 61, Sub-part A, and Sub-part M (Revised Sub-part B)

- E. Local Requirements: Abide by all local requirement that govern asbestos abatement work or hauling and disposal of asbestos waste materials.
- F. State of New Hampshire Requirements: which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
 1. Asbestos Management and Control, N.H. Admn. Rules Ch. Env-A 1800
 2. Asbestos Management and Control, N.H. RSA Ch. 141-E
 3. Solid Waste Management Act, N.H. RSA Ch. 149-M and N.H.RSA Ch.147-A
 4. N.H. Admin. Rules Ch. Env-Sw 400-1200 and 2100-2800; and Env-Hw 100-300

1.12 DEFINITIONS

- A. General Definitions: Definitions contained in this Section are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
 1. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by Owner's representative", "requested by the "IH Consultant", and similar phrases. However, no implied meaning shall be interpreted to extend the IH Consultant's responsibility into the Contractor's area of construction supervision.

2. Approve: The term "approved," where used in conjunction with the Owner or the IH Consultant's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the IH Consultant as indicated in the Contract Documents. Such approval or acceptances do not express or claim any certification of completeness, compliance, or approval of programs and documentation, including but not limited to review of analytical results, historical information, and interpretations. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
3. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
4. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
5. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
6. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub- subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
7. IH Consultant: This is the entity employed or engaged as industrial hygiene consultant as described in the Contract Documents. All references to Owner's Consultant, Air Monitoring Consultant, or Consultant with regard to asbestos abatement in the Contract Documents in all cases refer to the IH Consultant. The IH Consultant will represent Owner during abatement and until final payment is due. The Owner representative may also constitute other persons representing Owner, other than the IH Consultant or consultant, as indicated by Owner. Owner's instructions to the Contractor will be made directly to the Contractor or forwarded through the IH Consultant.
8. Site Supervisor: This is the Contractor's Representative at the work site. This person will be the Competent Person required by OSHA in 29 CFR 1926 and licensed Site Supervisor/Foreman as required by the State. Provide licensed supervisor at each individual work site during work.

B. Definitions - Asbestos Abatement:

1. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
2. Adequately Wet: Means sufficiently mix or penetrate with liquid to prevent the release of particulate. If visible emissions are observed coming from the asbestos-containing material, then that material has not been adequately wetted. The absence of visible emissions is not sufficient evidence, or measure, of a material being adequately wet.
3. Air Monitoring: The process of measuring the fiber content of a specific volume of air.

4. Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 or less dynes.
5. Asbestos: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.
6. Asbestos-Containing Material (ACM): Any material containing or more than 1% of asbestos of any type or mixture of types.
7. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or misc. ACM in or on interior structure or other parts of a building.
8. Asbestos-Containing Waste Material: Any material that is or is suspected of being or any material contaminated with an asbestos-containing material that is to be removed from a work area for disposal. May also be referred to as “asbestos waste”.
9. Asbestos debris: Pieces of ACBM or ACM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM or reasonably likely to have asbestos fibers present under conditions present and based on work operations.
10. Authorized Visitor: Owner, the IH Consultant, testing lab personnel, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
11. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
12. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
13. Category I Non-Friable ACM: means ACM packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1% asbestos. Also see definition for Regulated ACM.
14. Category II Non-Friable ACM: means any non-friable ACM, except for Category I Non-Friable ACM.
15. Certified Industrial Hygienist (CIH): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
16. Critical Barrier: Polyethylene sheeting, typically 6-mil polyethylene sheeting, over windows, doors, and air passageways separating the work area from non work area portions of the building. Critical barriers remain in place until clearance testing or inspections are completed and results meet clearance test criteria.
17. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.

18. Disposal Bag: A properly labeled 6 mil thick leak-tight plastic bags used for transporting asbestos waste from work and to disposal site.
19. Contractor: The contractor engaged by Owner to perform asbestos related activities must be licensed by the State, as applicable, and in accordance with NH Admn. Rule Env-A 1800. All workers and site supervisors engaging in asbestos activity must also be trained and licensed in accordance with current State regulations and 40 CFR Part 763 (ASHERA).
20. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
 - a. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
 - b. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
21. Encapsulation: Treatment of asbestos-containing materials, with an encapsulant and application of appropriate post removal encapsulant on substrate and containment barriers.
22. Enclosure: The construction of an air-tight, impermeable, permanent barrier around asbestos-containing material to control the release of asbestos fibers into the air.
23. Excursion Limit: Ensure that no employee is exposed to airborne concentrations of asbestos in excess of 1.0 fibers per cubic centimeter of air (1.0 f/cc) as averaged over a sampling period of thirty (30) minutes, as determined by PCM analysis in accordance with NIOSH Method 7400 and as indicated in 29 CFR Part 1926. Also referred to as the short-term exposure limit, (STEL).
24. Friable Asbestos Material: Material that contains more than 1.0% asbestos and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry. This also includes materials which, when subjected to removal methods and other disturbances, may release fibers and dust due to the abatement actions.
25. Glovebags: Glovebags for removal of insulation in accordance with 29 CFR Part 1926.
26. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.
27. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
28. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
29. Permissible exposure limit (PEL): the Contractor shall ensure that no employee is exposed to an airborne fiber concentration of asbestos in excess of 0.1 f/cc of air as an eight (8) hour time-weighted average (TWA) in accordance with 29 CFR Part 1926.

30. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
31. Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans re-circulated air or generates a constant air flow from adjacent areas into the Work Area.
32. Regulated ACM (RACM): RACM means friable ACM, Category I Non-friable ACM that has been rendered friable, Category I ACM that will be or has been subjected to sanding, cutting, grinding, or abrading (abrasive action), or Category II Non-friable ACM that has a high probability of becoming, or has become, crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of renovation or demolition operations. Grinding means breaking into small pieces or fragments.
33. Repair: Returning damaged ACBM or ACM to an undamaged condition or to an intact state so as to prevent fiber release.
34. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
35. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
36. Visible Emissions: Any emissions, coming from RACM, ACM, ACBM, asbestos debris or asbestos waste material, which is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
37. Waste Shipment Record: Means the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of Asbestos waste.
38. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using clothes, mops, or other cleaning utensils which have been dampened with amended water and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.
39. 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. Work area is a Regulated Area as defined by 29 CFR 1926.

1.13 NOTICES

- A. U.S. Environmental Protection Agency: Send proper written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS Contact - Reno/Demo Clerk - at least 10 working days prior to beginning any work which will directly or indirectly result in disturbance of asbestos-containing materials. Post notifications at job site.
- B. State and Local Agencies: Send written notification as required by state and local regulations prior to beginning any work on asbestos-containing materials. At least 10 working days prior to the start of work, submit appropriate notification to the New Hampshire Department of Environmental Services, Air Resources Division. Post notifications at job site.

- C. Permits: Obtain all local, state and federal permits necessary to conduct the work of this specification. Obtain water permits as necessary for release of any water originating from the Work. Notify all local emergency agencies of the abatement work to be completed as required. All asbestos containing waste is to be transported by an entity maintaining a current "DOT Common Hauler Permit" specifically for asbestos-containing materials, as required for transporting of waste asbestos-containing materials to a disposal site.
- D. Licenses: Maintain current licenses as required by applicable state and local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract. Post all company, supervisor, and worker licenses at work area entrance.
- E. Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain at least one (1) copy of applicable federal, state and local regulations and standards at each job site. Post copies of the specification at the job site.
- F. Coordinate with Owner and local fire department authorities the notification and handling of heat and smoke detectors in the work areas (if present), including sealing of detectors during work and removal of seals at the completion of work or shifts.

1.14 SUBMITTAL REQUIREMENTS

- A. Submittal Schedule: Submittals will be provided by the Contractor as specified herein including (1) Preconstruction Submittal Documentation prior to start of work and (2) Project Closeout Submittals within 25 days upon completion of on-site work. Submit ongoing submittals as required herein and as specified by the Owner and IH Consultant. Provide at the job site a copy of all current submittal packages and related documentation. Ongoing submittals will also be submitted during the work as required to update the Pre-construction and Closeout submittals including, but not limited to:
 - 1. Schedule or phasing changes, including description and explanations as applicable.
 - 2. Proposed alternative work methods. Requests for revisions in work procedures must be approved by the Owner and IH Consultant.
 - 3. Updated notifications and permitting.
 - 4. Changes to licenses and training records for all personnel at the site
 - 5. Other changes or revisions to the submittals.
- B. Submittal Preparation
 - 1. Package and furnish to Owner and IH Consultant each submittal appropriately. Submittal packages shall be in a neat and orderly fashion, will include an index, and shall be compiled in the order requested herein. Clearly mark and label all sections of the submittal documents.
 - 2. In the event that a submittal package does not meet the requirements herein the submittal may not be accepted and the Contractor will make necessary revisions and re-submit the submittal documents.

3. By “approval” or acceptance of submittals, Owner and IH Consultant do not express or claim any certification of completeness, compliance, or approval of programs and documentation, not limited to review of analytical results, historical information, regulatory compliance, and interpretations. Contractor is solely responsible for compliance with Specification and regulatory requirements associated with the work and submittal documentation.

C. Preconstruction Submittal Documentation

1. Provide the following Preconstruction Submittal Documentation prior to the start of each phase of work:
 - a) Notifications: Copies of EPA, State, and local notifications.
 - b) Waste Hauler and Landfill Permits and notifications. Submit names, address, and licenses/permits for the waste hauler(s) and disposal facilities.
 - c) Names, addresses, experience, and references for any subcontractors the Contractor proposes to utilize for Work. Indicate if any asbestos workers or supervisors to be used for Work are subcontracted labor.
 - d) Names and 24-hour phone numbers/pagers for Project Supervisor and other key personnel for the Contractor. Post emergency contact information at Decontamination Unit entrance.
 - e) List of personnel to be on-site. Copies of all company, supervisor, and worker licenses, training and certifications required in accordance with this Specification.
 - f) Notarized Certifications: Submit notarized certification signed by an officer of the Contract stating that exposure measurements, respiratory protection programs, medical surveillance, worker training, and recordkeeping has and will be completed and maintained during the Work for all involved personnel in accordance with 29 CFR Part 1926 and other applicable State and federal regulations.
 - g) Certify the dates for primary and secondary HEPA filter changes for all negative air units.
 - h) Level of respiratory protection anticipated for each operation required by the project. Include supporting documentation of previous exposure monitoring on a sufficient number similar project and operations in accordance with OSHA requirements.
 - i) Detailed schedule and phasing, containment layouts, and summary of approach; detail of any special work procedures or methods to be used if not included or addressed in the abatement specification.
 - j) Safety Data Sheets: for all materials to be used on-site not limited to encapsulants, spray adhesives, and other related work material. Note: It is Contractor's responsibility to notify all other contractors and parties in accordance with applicable OSHA hazard communication regulations.
 - k) Contingency Plan: Prepare a site-specific contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area

isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. The emergency contingency plan must be in accordance (meet or exceed the requirements of) with applicable OSHA requirements.

- l) Other submittals required by the Contract Documents or as indicated by Owner.

D. Closeout Submittals

1. The following Closeout Submittals will be provided upon substantial completion of each phase and prior to final completion of each phase of work.
 - a) Copies of all daily logs in accordance with Section 1.9 Project Coordination of this specification;.
 - b) A copy of each waste shipment record, hazardous waste manifest, and chain-of-custody form, signed by the transporter and disposal facility operator, indicating that waste was packaged and disposed of properly. Include a description of any temporary storage facilities used including, dates, times, and locations of temporary storage. Note: In accordance with NESHAPS, submit all waste shipment documentation within 35 days from transport of waste from the site (provide interim submittals during the work as needed to comply with federal regulations). Note: copies of waste shipment records in progress shall also be provided to IH Consultant and Owner immediately upon removal of waste from site.
 - c) Complete copy of all revisions and changes to the Pre-Construction Submittals.
 - d) Copy of other written construction documents such as Change Orders and work modifications issued in printed form during construction. Mark these documents and a site drawing to show the work completed and to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.

1.15 AIR MONITORING

- A. Ambient Area Air Monitoring: IH Consultant will/may monitor ambient area airborne fiber counts in and around the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations that may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers and to monitor concentrations outside the containment or work area perimeter.
- B. Clearance Air Monitoring: Refer to Work Area Clearance section of this specification.
- C. Stop Action Levels
 1. Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.10 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures and engineering controls to lower fiber counts.
 2. Outside Work Area: If any air sample taken outside of the Work Area exceeds 0.010 f/cc, immediately and automatically stop all work except corrective action necessary to address elevated concentrations. If it is determined by Owner or IH Consultant that the elevated

concentration was the result of a failure of Work Area isolation measures or Contractor work methods, initiate the following actions:

- a) Erect additional critical barriers to isolate the affected area
 - b) Install HEPA filtration negative air units in affected area
 - c) Decontaminate the affected area in accordance with appropriate cleaning procedures.
 - d) Require that respiratory protection and personal protective equipment is used in affected area until area is cleared for re-occupancy in accordance with the work area clearance requirements.
 3. Effect on Contract Sum: Complete corrective work with no change in the Contract Price or Sum if high airborne fiber counts were caused by Contractor activities.
- D. Analytical Methods: Owner reserves the right to use either phase contrast microscopy (PCM) and/or transmission electron microscopy (TEM) to analyze air samples. PCM analysis will be performed using the NIOSH 7400 method at the job site or at an off-site laboratory. TEM may also be used as Owner deems necessary for ambient area air samples using the analysis method as determined by IH Consultant. Also see Work Area Clearance section.
- E. Schedule of Air Samples
1. Prior to the start of work: The IH Consultant may collect air samples to establish a base line before start of work. Base line is an action level expressed in fibers per cubic centimeter that is twenty-five percent greater than the largest of the following:
 - a) Average of the PCM samples collected outside each Work Area
 - b) Average of the PCM samples collected outside the building
 - c) And 0.010 f/cc
 2. Daily: From start of work involving Temporary Enclosures through the work of Project Decontamination, IH Consultant may be collecting samples during the Work, including but not necessarily limited to:
 - a) At HEPA Exhaust areas
 - b) Non work-area portions of the building
 - c) At entrance to the Decontamination Unit
 - d) Outside the building
 - e) Clearance sampling: See the Air Clearance Requirements.
- F. Laboratory Testing:
1. The services of a testing laboratory will be employed by Owner to perform laboratory analyses of the air samples. Samples will be sent overnight on a daily basis, so that verbal reports on air samples can be obtained within 24 hours. Results of all air monitoring tests will be available at the job site on a daily basis.
- G. OSHA Monitoring and Additional Testing:
1. Additional Testing: The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to Owner.

2. OSHA Compliance and Ambient Area Monitoring: Contractor must provide for collection and laboratory analysis services of Contractor's OSHA personal exposure samples, including daily TWA and STEL monitoring for asbestos and other contaminants resulting from the Work, including but not limited to carbon monoxide, volatile organic compounds, and chemical exposures.

1.16 TEMPORARY FACILITIES

- A. General: Provide temporary connection to existing building utilities or provide temporary facilities as required to complete work. Owner must approve all connections to utilities and facility components. Provide temporary portable water and power sources for all exterior work as indicated and coordinated with Owner, as applicable.
- B. Water Service:
 1. Temporary Water Service Connection: Provide hot and cold water to the Work Area. Provide a qualified and experienced licensed plumber as necessary to complete all water service work in conformance with applicable building codes and regulations.
 2. All connections to the Owner's water system shall include back-flow protection. Monitor for leaks and repair or replace as needed.
 3. Water Hoses: Employ suitable heavy-duty abrasion-resistant hoses to provide water into each work area and to each Decontamination Unit.
- C. Electrical Service:
 1. General: Provide a qualified and experienced licensed electrician to complete all electrical service work. Comply with applicable OSHA, NEMA, NECA, UL and other industry standards and governing regulations for materials and layout of temporary electric service. Provide adequate temporary power to the Work Area sized and equipped to accommodate all electrical equipment required for completion of the work and related testing and inspections. Provide temporary electrical panel as needed sized and equipped to accommodate all electrical equipment and lighting required by the work. Connect temporary panel to existing building electrical system. Protect with circuit breaker or fused disconnect. Locate temporary panel outside of the work area and in a location acceptable to Owner. Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI).
 2. Lamps and Light Fixtures: Provide appropriate temporary work area lighting. Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by construction operations.
- D. First Aid: Comply with governing regulations and recognized recommendations within the construction industry. Provide appropriate first aid supplies.
- E. Fire Extinguishers: Provide appropriate fire extinguishers for temporary offices, storage, work areas and other portions of the site occupied or used by Contractor for the work.
- F. Execution: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in

minimum interference with the performance of the Work. Coordinate all such work with Owner. Require that tradesmen be licensed as required by local authorities. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

1.17 PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM

- A. Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area. Maintain accurate records of time and locations of testing on-site and in daily logs.
- B. HEPA Filtered Fan Units: Supply the required number of HEPA filtered fan units to the site in accordance with these specifications. Units must meet the requirements of all applicable regulations and standards.

1.18 WORKER PROTECTION

- A. Comply with respiratory protection requirements as specified in this specification and applicable regulations. Provide worker protection as required by the most stringent OSHA and/or EPA regulations and industry standards applicable to the work. The following procedures are minimum requirements to be adhered to regardless of fiber concentrations in the Work Area.
- B. Worker Training
 - 1. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the AHERA regulation 40 CFR 763 Appendix C to Subpart E, April 30, 1987. All training must be current including current annual refresher training.
 - 2. Train all supervisors and workers in accordance with EPA NESHAPs and 29 CFR Part 1926 (OSHA) for asbestos and other hazards anticipated during the work. All workers and supervisors must be licensed and certified as required by applicable State regulations.
- C. Medical Examinations: Provide medical examinations for all workers who will enter the Work Area for any reason in accordance with OSHA requirements as set forth in 29 CFR 1926 and 29 CFR 1910.20.
- D. Protective Clothing
 - 1. Coveralls: Provide cloth full-body coveralls and hats, and require that they be worn by all workers in the Work Area. Require that workers change out of coverall in the Equipment Room of the Personnel Decontamination Unit. Dispose of used coverall as asbestos waste.
 - 2. Other: Provide other personal protective equipment as required by OSHA regulations and industry standards, not limited to: hard hats, eye protection (goggles), gloves, fall safety, and footwear.
- E. Entering Work Area: Each time Work Area is entered, remove all street clothes in the changing (clean) room of the personnel decontamination unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots. Only properly licensed/certified personnel shall enter the decontamination unit and work

area. All personnel entering the work area must post their State license at the decontamination unit entrance.

- F. Decontamination Procedures: Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
 - 1. HEPA vacuum all gross debris from the protective clothing prior to entering the equipment room of the decontamination unit. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.
 - 2. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:
 - 3. Carefully wash face piece of respirator inside and out. Each worker leaving the work area must shower completely with soap and water. Rinse thoroughly. Proceed from shower to clean room and change into street clothes or into new disposable work items.
- G. Within Work Area: Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. Maintain proper use of personnel protective equipment.
- H. Respiratory Protection: Provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI and NIOSH standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.
 - 1. Instruct and train each worker for proper respirator use in accordance with OSHA and other applicable industry standards. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, until the area has been cleared for re-occupancy.
 - 2. Provide and complete all necessary fit testing for respiratory protection in strict accordance with applicable OSHA regulations.
 - 3. In the event that applicable OSHA PEL's (8-hour TWA and 30-minute STEL) are exceeded, stop work. Do not recommence work until work procedures, including use of engineering controls, are modified to maintain exposures within the acceptable PEL's.
- I. Complete all lock-out and tag-out of power and air handling systems within the Work Area in accordance with OSHA regulations. Coordinate all lock-out and tag-out with Owner.

1.19 TEMPORARY ENCLOSURES

- A. Work areas are to be considered contaminated during the work and shall be completely isolated from other locations such that asbestos fibers cannot pass through or beyond the perimeters of the work area and into non work areas. Should areas beyond the work area become contaminated with asbestos as a result of the Contractor's work, the Contractor shall be responsible for cleaning non-work areas as required. All costs including cleaning, decontaminating, monitoring and testing shall be borne by the contractor.

- B. Contractor shall construct temporary containment enclosures in each work area. Prior to proceeding with ACM abatement coordinate and complete inspections of the work area with the IH Consultant. Proceed with work sequentially as listed or indicated.
- C. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment as approved by Owner.

PART 2 - PRODUCTS

2.1 PRODUCTS

- A. Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use and in strict compliance with appropriate standards. Do not bring products, materials, and equipment to the Owner's site or Owner work areas that are damaged or contain construction or potential contaminated debris.
- B. Warning Signs, Caution Signs and Demarcation: Provide all demarcation, warning signs, caution signs, and other postings required for the work and in accordance with State and federal codes and regulations.
- C. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, in 6.0 mil thickness, clear or black as indicated.
- D. Duct Tape: Provide duct tape in 3" widths with an adhesive, which is formulated to stick aggressively to sheet polyethylene.
- E. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.
- F. Foam Pack: Provide foam pack for sealing small crevices and cracks at critical barriers as required. All foam pack must be approved by Owner and local authorities, not limited to the Fire Department.
- G. Scaffolding: Provide all scaffolding, ladders and/or staging, etc. as necessary to accomplish the work of this contract. Scaffolding may be of suspension type or standing type such as metal tube and coupler, tubular welded frame, pole or outrigger type or cantilever type. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions. Equip rungs of all metal ladders, etc. with an abrasive non-slip surface. Provide a nonskid surface on all scaffold surfaces subject to foot traffic.
- H. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.
- I. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.
- J. Wetting Materials: For wetting prior to disturbance of ACM use amended water: Provide water to which a surfactant has been added. Use a mixture of surfactant and water which results in wetting

of the Asbestos-Containing Material and retardation of fiber release during disturbance of the material equal to or greater than that provided by the use of one ounce of a surfactant consisting of 50% polyoxyethylene ester and 50% polyoxyethylene ether mixed with five gallons of water.

- K. Encapsulant: Provide suitable encapsulant material intended by manufacturer for the treatment of asbestos and ACM. Provide SDS and manufacture information for products to be used. Ensure that all encapsulant to be applied is suitable for the substrate and condition thereof and is compatible with replacement materials to be installed by Contractor or Owner following the Work.
- L. Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled as required by applicable sections of this Specification and federal and state regulations.
- M. Fiberboard Drums of Equivalent: Provide sufficient quantity of fiberboard drums or equivalent (as determined by IH Consultant) for packaging of wire mesh and other contaminated materials with sharp or rough edges.
- N. Disposal Bag/Container Labels and Signs: Provide leak-tight waste bags or containers for disposal of asbestos-containing materials with labels in accordance with OSHA, EPA, and the latest revisions to the US Department of Transportation requirements, not limited to material identification number (#NA2212), material packaging group (PGIII), and labels. Warning labels will also include:

Legend:

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

- 1. In accordance with NESHAPS, label each waste bag with the name of the waste generator and address where the material was generated. Include the Contractor name and address on each label also. Attach label in a sufficient manner such that they are properly sealed to or on the containers.
 - 2. Label all waste bags, containers, and transport vehicles as required by applicable U.S. Department of Transportation Rules and Regulations.
- O. Coveralls: Provide disposable full-body coveralls and head covers in accordance with State and federal regulations. Provide a sufficient number for all required changes, for all workers in the Work Area. Provide sufficient number for use by IH Consultant.
- P. Other PPE: Provide other personal protective equipment as required by OSHA regulations and industry standards, not limited to: hard hats, eye protectives, gloves, and footwear.
- Q. Respiratory Protection: Provide respiratory protection in strict accordance with ANSI Z88.2 - 1992 "Practices for Respiratory Protection" and 29 CFR 1926 and 1910.134. The respirators will be sanitized and maintained in accordance with manufacturer's specifications and recommendations. Provide sufficient respiratory protection based on applicable ANSI and NIOSH standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits. Use only respirators and filter that are NIOSH-approved for use with asbestos and other atmospheres anticipated during the work.
- R. Solvents: Provide appropriate solvent materials to aid in the removal of flooring materials and mastics. Such solvent materials should be "low-odor" rated and all SDS's shall be submitted to the

Owner for review prior to storing or using such materials at the job site. Contractor is solely responsible for all environmental and worker protection precautions required for the safe use, clean-up, and disposal of such materials. Additional air testing (area and personal exposure monitoring) must be completed by the Contractor (at no additional cost to the Owner) depending on the solvents to be used and as necessary to ensure a safe environment for site workers and adjacent public. Coordinate with Owner as necessary to assure compatibility with replacement materials prior to installation of solvents and coordinate special cleaning efforts with Owner for replacement issues in accordance with manufacturer's guidelines and flooring industry standards. Contractor shall sufficiently wash and clean all floor areas where solvent is used. Conduct necessary wash, dry, and air change sequences to eliminate residual solvent odors and residual. Note: Charcoal pre-filters will be required on all HEPA exhaust/filter equipment during use of solvents.

- S. Construction Materials: Provide other construction materials such as plywood, strapping, studs, other related abatement materials, etc., as required to complete the work in accordance with this Specification.
- T. All necessary testing and monitoring equipment as applicable to complete work, including but not limited to gas detection equipment, manometers, exposure sampling equipment.

2.2 WATER SERVICE

- A. Provide water service as necessary to complete Work in accordance with applicable local, state, and federal building codes and regulations.

2.3 ELECTRICAL SERVICE

- A. Provide electric service as necessary to complete Work in accordance with applicable local, state, and federal building codes and regulations.

2.4 PRESSURE DIFFERENTIAL AND FILTRATION

- A. General: Supply the required number of HEPA filtered negative air fan units to the site in accordance with this Specification, industry standards, and applicable State and federal requirements. Use fan units that are intended for asbestos abatement as stated by the manufacturer. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles or equivalent when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A. Provide filters that bear a UL586 label to indicate ability to perform under specified conditions.
- B. Pre-filters: which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of pre-filtration are required.
- C. Provide appropriate charcoal pre-filters during all work involving use of solvents to minimize odors. Allow HEPA units to run for a sufficient period of time after use of solvents to allow for adequate number of air changes and filtration to adequately dilute odors.
- D. Safety and Warning Devices: Provide units with the appropriate safety and warning devices including but not limited to missing or failure of HEPA filter, automatic shut down in the event of filter rupture or blockage, operating status indicator lights, and audible alarms.

2.6 AUXILIARY GENERATOR

- A. Provide adequate, suitable alternative power with a capacity adequate to power a minimum of 50% of the HEPA filtered fan units in operation at any time during the work as needed for emergency use and backup.

PART 3 – EXECUTION

3.1 TEMPORARY ENCLOSURES

- A. Control Access: Isolate the Work Area to prevent entry by building occupants and the public into Work Area. Notify the Owner of all doors and other openings that must be secured to isolate Work Area. Maintain safety access to stairwells and building exits. Construct work area containments and isolation barriers as required allowing for Owner operations and as approved by Owner.
 - 1. Secured Access: Arrange Work Area so that the only access into Work Area is through securable doors to personnel and equipment decontamination units.
 - 2. Solid Construction Barriers: Provide solid construction barriers as indicated by Owner to prohibit unauthorized access and visibility by adjacent occupants and public. At a minimum provide solid barriers as necessary to isolate all work areas with abatement activity from portions of the building to maintain normal Owner operations.
 - 3. Provide Warning Signs at each door and barrier leading to Work Area reading as follows:

Legend:

DANGER
KEEP OUT
BEYOND THIS POINT
CONSTRUCTION WORK
IN PROGRESS

- 4. Immediately inside door (leading to Work Area) and outside all accessible critical barriers post a manufactured asbestos danger sign, approximately 20 inch by 14 inch, displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND:

DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED
IN THIS AREA

- B. Critical Barriers: Completely separate the Work Area from other portions of the building and the outside by closing and sealing all openings with sheet plastic barriers at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape or equivalent methods. Seal the perimeter of all sheet plastic barriers with duct tape, spray adhesive or other mechanical supports as necessary. Individually seal all ventilation openings (supply and exhaust), lighting fixtures, clocks, doorways, windows, convectors and speakers, roof exhausts, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work including Project Decontamination is completed. Take care in sealing of lighting and other fixtures, as applicable, to avoid melting or burning of sheeting, as

applicable. Coordinate with Owner to provide adequate ventilation to space and equipment that requires air ventilation.

C. Pressure and Circulation in the Work Area and Decontamination Units

1. Isolate the Work Area from all adjacent areas or systems of the building with a Pressure Differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area.
2. Relative Pressure in Work Area: Continuously maintain the work area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of: 0.02 inches of water. Accomplish the pressure differential by exhausting a sufficient number of HEPA negative air filtered fan units from the work area. Provide sufficient ventilation for a minimum of 8 air changes per hour and sufficient air movement throughout entire containment area.
3. Vent HEPA negative air ventilation units to outside of building. Ensure adequate security and weather tight seals at each exhaust point.
4. Provide a differential pressure meter or manometer to demonstrate the required pressure differential at every barrier separating the Work Area from the balance of the building or outside. Provide continuous manometer measurements and printouts for all work performed adjacent to public occupied spaces if such spaces are occupied during the work.
5. Start fan units before beginning work involving disturbance of ACM or debris and run units continuously to maintain a constant pressure differential and air circulation until decontamination of the work area is complete and the air clearance criteria has been met.
6. At completion of abatement work, allow fan units to run as specified under Project Decontamination requirements, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air.

D. Pre-Clean and Other Preparation Work Area:

1. Complete the following after installation of (1) critical barriers, (2) pressure differential/air filtration systems, and (3) decontamination facilities as indicated below and in other Specification Sections.
 - a) Pre-clean all work area surfaces, fixtures, and equipment using HEPA vacuums and wet wiping.
 - b) Seal non-removable fixtures and equipment with polyethylene sheeting. Provide a minimum of 12" of overlap, sealed with spray adhesive and duct tape on both flap ends, on all joints in the barriers. Do not damage materials and items to be covered.
2. Provide and install transparent inspection windows in the containment barriers as indicated by the IH Consultant. Maintain inspection window clean of debris to allow for inspection of work in progress.
3. Complete other preparation work as necessary to allow for complete precleaning and allow for installation of containment barriers.

E. Primary Barrier:

1. Do not install primary barriers until all work area surfaces have been pre-cleaned using wet cleaning and HEPA vacuuming.
2. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below. Coordinate with Owner to prevent adequate ventilation to space and equipment that requires air ventilation.
3. Primary Barrier Sheet Plastic: Protect floor surfaces with a minimum of 2 layers of 6-mil plastic sheeting on floors. Provide additional floor protection as required to prevent damage to carpets and other existing flooring surfaces to remain after construction. Protect all existing wall, ceiling, fixed equipment, and other building surfaces with a minimum of 1 layer of 6-mil plastic sheeting in addition to critical barrier systems.
 - a) For work areas with abatement limited to nonfriable flooring only, provide a minimum of 48" (extending up from the floor) polyethylene sheeting barrier as a splash-guard.
 - b) In all cases provide additional barriers and covering as needed to protect building surfaces from damage during the work.
4. Provide a minimum of 12" of overlap, sealed (poly-to-poly) with spray adhesive and duct tape on both flap ends, on all joints in the barriers. Extend floor sheeting up adjoining walls a minimum of 18 inches. Do not place seams at, or within 18" of any wall, ceiling, or floor joints. Stagger all joints by at least 18 inches. Wall and vertical surface poly shall extend over floor sheeting such that floor sheeting extends up the wall and is covered by the wall sheeting overlap.
5. Protect all existing building surfaces and fixed equipment/items, also including non-ACM insulations in the work areas, with a minimum of 2 layers of 6-mil plastic sheet as required to maintain existing conditions and to prevent contamination, water damage, or other damages due to the work. Provide a minimum of 12" of overlap, sealed with spray adhesive and duct tape on both flap ends, on all joints in the barriers.

F. Seal all ducts and equipment with primary barriers. Isolate and shut down air systems in work area during abatement. Isolate all exterior intakes sufficiently from HEPA exhaust points. Ventilation units and ductwork shall be fully sealed with polyethylene sheeting.

G. Stop Work: If the Critical or Primary Barrier fails or is breached in any manner stop work immediately and repair the breach as required. Do not start work until authorized by the IH Consultant. Any contamination and/or suspect contamination, as determined by Owner and the IH Consultant, resulting from a breach in the barriers or other neglect by the Contractor shall be thoroughly abated in accordance with this Specification at no additional cost to Owner.

H. Decontamination Units

1. Provide personnel and equipment decontamination facilities in accordance with State and OSHA regulations and require that the personnel decontamination unit be the only means of ingress and egress for the Work Area (for personnel, waste, equipment and other related items). Provide portable shower units, with continuous dedicated water source, sufficient for personnel

decontamination in accordance with State and OSHA regulations, and cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the Work Area. Provide units with disposable filter elements as indicated below. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter and final filter.

- a) Primary Filter - Passes particles 20 microns and smaller
 - b) Secondary Filter - Passes particles 10 microns and smaller
 - c) Final Filter - Passes particles 5 micron and smaller
2. Do not discharge filtered water unless testing and permitting has been completed as applicable in accordance with State and local requirements.
 3. Clean debris and residue from inside of Decontamination Units on an ongoing basis.
 4. Post an asbestos warning sign at the entrance of the decontamination unit.
 5. Adequately secure door to entrance of decontamination unit at the completion of each shift.

I. Containment Locations

1. Construct and install containment barriers around each work area as coordinated and indicated by Owner and IH Consultant. Do not allow containment location and installation to inhibit access and adequate airflow to all other areas of the building and mechanical equipment. Coordinate with Owner the isolation of mechanical equipment in the work area.

3.3 REMOVAL OF ASBESTOS-CONTAINING MATERIALS

- A. Inspections: Prior to commencing with ACM removal or other ACM disturbance, each individual work area must pass an inspection by the IH Consultant. If deficiencies are observed, immediate correct in a manner satisfactory to IH Consultant.
- B. Maintain all work area isolation and controls during work of this section. The Contractor shall conduct ongoing inspections of the work area, adjacent areas and surrounding areas beneath, as applicable, for containment breaches, leaks or other containment failures. In the event breeches or potential breeches are identified, immediately repair the containment barriers as needed and complete all clean up and decontamination work.
- C. Secondary Barrier: Over any floors and surfaces beneath ACM to be removed in the work areas, install as a drop cloth a clear 6-mil sheet plastic in all areas where asbestos removal work is to be carried out. Completely cover floor with sheet plastic. Install Secondary Barrier at the beginning of each work shift. Install only sufficient plastic for work of that shift. Remove Secondary Barrier at end of each work shift or as work in an area is completed. Carefully pack in disposal bags
- D. Wet Removal and Waste Packaging - General:
 1. Thoroughly wet ACM to be removed or otherwise disturbed prior to disturbance, stripping and/or tooling to reduce fiber dispersal into the air. Maintain materials as adequately wetted during Work and as required by NESHAPS. Accomplish wetting by a fine spray (mist) of amended water. Saturate material sufficiently to wet to the substrate without causing excess

dripping. Allow time for amended water to penetrate material and seams thoroughly. Spray material repeatedly during the work process to maintain a continuously wet condition.

2. Where necessary, carefully remove ACM while simultaneously spraying amended water to minimize dispersal of asbestos fibers into the air. Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels. Do not allow ACM to dry out. As it is removed, simultaneously pack material into appropriate asbestos waste disposal bags/containers. For waste bags, twist neck of waste bags, bend over and seal with minimum three wraps of duct tape. Clean outside of packaging and move packaged waste to the equipment decontamination unit for further cleaning and waste re-packaging. Once in equipment decontamination unit and cleaned, repackage waste in 2nd waste bag and seal as indicated above.
 3. Continuously clean excess water using wet wiping and HEPA vacuuming such that excess water build up on the floor and other containment surfaces does not occur and so that water does not leak or migrate outside of the work area.
 4. Use work procedures that result in 8-hour TWA and STEL airborne fiber counts less than the required limits established by OSHA and as described herein. If airborne fiber counts exceed this level immediately mist the area with amended water to lower fiber counts and revise work practices and engineering controls to maintain level within the required limits.
- E. Contractor will/may encounter and shall investigate all areas of the building to identify, concealed ACM insulation and miscellaneous ACM. Provide full access and selective controlled demolition, as necessary, to identify and fully remove all ACM. Remove as ACM all co-mingled debris or building materials where ACM is embedded or has come in contact with such material and decontamination is not feasible.
- F. Other Safety: As applicable, comply with all appropriate safety procedures during Work in accordance with industry standards and all applicable OSHA regulations including but not limited to: confined space work safety procedures in accordance with 29CFR Part 1910.146; proper personal protective equipment; worker safety training and written programs per current OSHA requirements; fall protection; lockout tag out; and take precautions to avoid burns and heat stress when working in areas of hot equipment and excessive heat as applicable.
- G. Glovebag Removal of Pipe and Pipe Fitting Insulation
1. ACM Pipe and fitting insulation shall be removed using glovebag enclosure removal techniques as appropriate. Conduct glovebag removal within negative pressure enclosures or full containment barriers. Glovebags will be used in strict accordance with 29 CFR 1926.1101 (OSHA) and other applicable regulations. Install polyethylene sheeting drop cloths beneath pipe areas to be worked and along all foot traffic areas in the work area. After the negative pressure enclosure is constructed, install glovebags in accordance with manufacturer's instructions and regulatory requirements.
 2. Once completely sealed around the pipe to be worked, the glovebags will be inspected for adequate seals and tested using proper smoke testing. A dedicated water supply and HEPA equipped vacuum will be provided at each glovebag and the glovebag removal will be conducted using the two-man technique in accordance with manufacturer's recommendations. Amended water will be applied to the ACM insulation such that it saturates the material to the substrate. The ACM insulation will be removed by cutting the outer jacket, bands or coverings and removing the insulation by hand. Remove job-molded fitting insulation in chunks and hand

place to the bottom of the glovebag. The removed ACBM insulation will be placed into the disposal bag portion of the glovebag. Do not drop any material or allow material or water to fall out of the glovebag or to fall to the floor. Any ACBM debris or residue will be removed from the metal pipe substrate using wet wiping, scrubbing with stiff bristle brushes or abrasive pads. Once all cleaning is complete, evacuate the glovebag using a HEPA filtered vacuum to remove any contaminated air. Twist off the debris chamber just below the glove-sleeves and tightly wrap neck of chamber with duct tape. Cut through center of duct taped area to separate chamber from rest of glovebag. The glovebag will then be cut from the pipe, and both pieces placed into an asbestos waste disposal bag.

H. Floor Tile and Mastics:

1. Ensure ACM, carpet and associated materials remains adequately wetted. Remove carpet covering ACM, as applicable, within negative pressure enclosure. Carpet that has been in contact with ACM may be disposed of as general construction waste as long as no ACM or suspect debris is attached to carpet. Carpet that has ACM or suspect debris adhered to it shall be packaged and disposed of as asbestos waste. Remove cove base material in areas of flooring abatement and carpet removal (cove base mastic to remain). Heating units in the work areas will remain. Do not damage or stain heating units. The ACM floor tile will be removed by hand scrapers and will not be allowed to dry out during removal and packaging. Do not render the materials friable and use care not to break ACM into small fragments during removal. Friable removal requires full containment barriers on all wall, floor, and ceiling surfaces. Mechanical or bead blasting methods are prohibited unless specifically approved in writing by Owner and Owner's IH Consultant. As removed, the ACM will be simultaneously packed while still wet into corrugated boxes or burlap bags and then sealed shut. The boxes/bags will then be sealed and placed into proper disposal bags. The necks of the disposal bags will be twisted, bent over and sealed with minimum three wraps of duct tape. Caution will be used to protect the bags and wrapping from tears and rips due to sharp edges.
2. Coordinate with Owner as necessary to assure compatibility with replacement materials prior to installation of solvents and coordinate special cleaning efforts with Owner for replacement issues in accordance with manufacturer's guidelines and flooring industry standards. Mastic on concrete shall be removed using a suitable solvent and manual scraping/brushing, wet wiping, and HEPA vacuums. Do not use solvents on any wood or other porous substrates. Do not allow solvent to leak out of the work area or seep into floor or wall cracks, and take precautions to prevent solvent from entering cracks and/or crevices in the concrete and wall/floor joints. All waste will be packaged into appropriate waste containers. Residue on the floor will be removed with stiff-bristle-nylon hand brush. This work will be repeated until all visible debris has been removed from substrate. In areas with solvent use, as requested by the Owner, leave adequate air filtration and pressure differential systems in continuous operation for at least 24 hours after the air clearance criteria has been met to allow for ventilation of odors.
3. As applicable and possible, provide adequate inspection of the building spaces adjacent to areas of floor removal to detect, prevent and correct damage from liquids that escape the work area. Adequately wash all floor substrates and other building surfaces following abatement and clearance testing using an appropriate cleaner and water as needed to clean residual film and minimize residual odor. Do not damage remaining finishes and substrates and do not use excessive water. Package waste as asbestos waste.

I. Door, Window and Building Caulking Material

1. Conduct work within exterior OSHA regulated Work areas and interior work within negative pressure containments in conjunction with other ACM removal work. Drop cloths of 6-mil polyethylene sheeting will be placed on ground below each work area and extending out sufficiently to protect the ground from possible debris. The drop cloths and any debris generated will be disposed of as asbestos waste at the end of each work shift and following the work. Install critical barriers over windows, doors and other openings in the building. Ensure ACM remains adequately wetted. Remove entire window casing units intact without damaging caulk, package, and dispose of as ACM waste. Install flooring and ground area drop cloths and use adequate wetting. Use hand tools and HEPA vacuums to scrape the caulking from the substrate. Use care to prevent the material from becoming friable. Clean all caulk material that may be encountered during window or door removal from the building substrate. Coordinate with the Owner for safety and building security for any areas that have entire window and/or door units removed.
2. The asbestos contractor will conduct necessary inspections to ensure safe working conditions and install necessary supports, engineering controls and fall protection to allow for the safe removal of the ACM. Employee and/or general contractor operations in the surrounding areas will also be restricted as deemed necessary by the site supervisor/OSHA competent person.
3. The IH Consultant will be providing representative perimeter area air monitoring during exterior ACM removal work. The acceptable perimeter air monitoring result is 0.010 f/cc.

J. Gypsum Board and Joint Compound

1. Perform demolition and removal of composite gypsum board and joint compound (GWB) with trace asbestos within negative pressure containments in conjunction with other ACM removal. The GWB panels will be removed in whole sections as much as feasible. The GWB panels will be adequately wetted during the entire process. The panels will be removed by removal of the trim, screws, and nails that secure the panels using wet-wiping, HEPA vacuums, and continuous misting. Immediately wet-wipe and HEPA vacuum any debris or dust. Do not break panels. All substrate and trim will also be cleaned using wet wiping and HEPA vacuums. As the panels are removed, wrap in three separate layers of 6-mil polyethylene sheeting, seal with duct tape and spray adhesives. Seal each layer separately. Properly label the outside of the sheeting as an asbestos waste container as indicated in this Work Plan and in accordance with State and federal regulations. Clean all substrate, floor surfaces, and other items in the immediate work area using wet-wiping and HEPA vacuums. Do not render panels friable.

K. Chalkboard Adhesive

1. Remove ACM chalkboard adhesive inside negative pressure containments as appropriate. Remove chalkboard assemblies from wall using hand tools. Chalkboard components that have been in contact with ACM may be disposed of as general construction waste as long as no ACM or suspect debris is attached to components. Components that have ACM or suspect debris adhered to it shall be packaged and disposed of as asbestos waste. ACM adhesive will be sprayed with amended water and maintained wet throughout the removal process. The ACM adhesive will be removed by hand scrapers and will not be allowed to dry out during removal and packaging. Do not render the materials friable and use care not to break ACM into small fragments during removal. Friable removal requires full containment barriers on all wall, floor, and ceiling surfaces. Use hand tools and HEPA vacuums to scrape the adhesive from the substrate. Use care to prevent the material from becoming friable.

3.4 INITIAL CLEAN-UP WORK

- A. Once gross removal is completed, clean all visible debris on the substrate and containment barriers using HEPA vacuums, scrub brushes, and wet-wiping. Do not allow materials to dry out. As material is removed and clean-up is completed, simultaneously pack wetted material into proper waste disposal bags or package as noted above. For waste bags, twist the neck of the bags, bend the neck over, and seal with a minimum of three wraps of duct tape. Clean the outside of the bags with wet wiping and HEPA vacuum and move to the wash down station in the Equipment Decontamination Unit. Once washed clean, place the clean disposal bags into a second asbestos disposal bag and seal the bag in the same manner as the first. Bags will then be transported from the work area to the asbestos waste dumpster. Note: Waste dumpster must remain labeled and locked at all times when loading is complete or idle.
- B. Label waste dumpsters in accordance with 29 CFR 1910.145: Legend

DANGER
ASBESTOS DUST HAZARD
CANCER & LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY

- C. Change all filters on the pressure differential systems and properly dispose of as asbestos waste. Maintain adequate filtration and pressure differential during all filter changes.

3.5 PROJECT DECONTAMINATION

- A. Work of This Section includes the decontamination of air and surfaces in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to ACM in the space.
 - 1. First Cleaning
 - a) Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp- or wet-cleaning and mopping, and HEPA vacuuming. Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from the substrate and other work area surfaces.
 - b) At the completion of the above cleaning Contractor Supervisor shall visually inspect all work area surfaces. Re-clean if any dust, debris, etc. is found. Inspect the area and if any debris or dust is found, repeat the cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced air equipment (important: forced air sweeping to be used only in full containment work areas).
 - c) Remove and replace all negative air unit pre-filters, dispose of used filters as asbestos waste.
 - 2. Second and Third Cleaning
 - a) At the completion of the first cleaning and Contractor inspection, carry out a second cleaning of all surfaces in the work area in the same manner as the first cleaning. For containments with multiple layers of polyethylene sheeting on floors, remove top layers of

sheeting on the floor leaving one layer of the primary barrier remaining. Clean newly exposed areas as outlined above and dispose of removed sheeting as asbestos waste.

- b) Carry out a third cleaning of all surfaces in the same manner as the first cleaning. Change filters on pressure differential systems and properly dispose of as asbestos waste. Allow for sufficient settling period prior to clearance testing. Complete additional cleaning as required and until no visible dust or debris is present.
- B. Visual Inspection: After completion of above cleaning and Contractor's own visual inspection, The IH Consultant shall perform a visual inspection for debris from any sources, residue on surfaces, dust or other matter in the Work Area to confirm the Contractor's inspection findings.
1. For full containment work areas, during visual inspection sweep entire work area including walls, ceilings, ledges, floors, and other surfaces in the room with exhaust from forced air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent).
 2. IH Consultant Visual inspection is complete when the area is visually clean, and no debris, residue, dust or other material is found. If any debris, residue, dust or other matter is found repeat Contractor cleaning and the IH Consultant Visual Inspection.
 3. Encapsulation of substrate: After successful final visual inspection, perform encapsulation of substrate as approved by Owner using suitable encapsulant material. Coordinate with Owner to ensure compatibility with replacement materials and fire retardant ratings for the surfaces to be encapsulated. Do not allow overspray to damage other surfaces, materials and equipment in the work area and do not allow overspray and build up or pooling of encapsulant.
- C. Clearance Testing: Air clearance sampling will be conducted by the IH Consultant. See Work Area Clearance section. Air clearance testing will not be completed until the work area passes visual inspection, has had adequate air changes, and sufficient time for surfaces to adequately dry.
- D. Removal of Work Area Isolation: Complete only after the work area clearance sections have been met and verified by the IH Consultant. Remove all Primary Barrier sheeting and equipment decontamination unit(s), leaving only: critical barriers, personnel decontamination unit, and operational pressure differential/air filtration systems. Properly dispose of sheeting as asbestos-waste. Use care to prevent damage to building surfaces and materials during teardown. All damages to surfaces and materials shall be repaired by Contractor unless otherwise noted and agreed to in writing by Owner.
1. Re-inspect all work area surfaces and adjacent areas for any dust and debris that may have originated from the work. Clean all surfaces using HEPA-vacuums and wet-wiping as required and until all surfaces are clean of visible debris. Shut down and remove the Pressure Differential System. Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
 2. Remove personnel decontamination unit. Remove the critical barriers and properly dispose of as asbestos-waste. Clean all surfaces using HEPA-vacuums and wet-wiping as required and until all surfaces are clean of visible debris.
- E. Final Cleaning: This cleaning is now being applied to existing room conditions. Take care to avoid watermarks or other damages. Wet-wipe and HEPA vacuum surfaces in the work area until clean

and free from dust and debris. Complete final cleaning in accordance with the project close-out requirements. Accompanied by Owner, Contractor Site Supervisor shall complete a final post-abatement inspection of all surfaces and re-clean and conduct repairs as necessary.

3.6 WORK AREA CLEARANCE

- A. Contractor Release Criteria: The Work Area shall be considered cleared when the Work Area meets the final visual inspection criteria described in the project decontamination section and airborne fiber structure concentrations have been reduced to the level specified below and pursuant to applicable State and federal asbestos regulations. Contractor must provide at least 48 hours advance notice to the IH Consultant for any clearance testing or other inspections required.
- B. Clearance Air Monitoring: Air clearance samples will be collected by the IH Consultant. In full containment areas air clearance sampling will be conducted using aggressive sampling techniques in accordance with state and federal regulations.
- C. Analytical Method: The number and volume of air samples taken and analytical methods used by the IH Consultant based on conditions of work and the various State and federal requirements. Phase Contrast Microscopy (PCM) and Transmission Electron Microscopy (TEM) may be used for analysis of clearance samples collected to confirm completion of abatement of ACM in accordance with applicable State and federal regulations. Other analytical methods may also be used as determined by IH Consultant based on conditions of the work and other factors.
- D. PCM Air Clearance Testing: Decontamination of Work Areas requiring PCM air clearance testing only is complete when every Work Area clearance sample collected has total fiber concentrations below the 0.010 f/cc. If any sample does not meet the clearance criteria, the decontamination is incomplete and Contractor shall repeat final cleaning. The Contractor shall be responsible for all costs for each subsequent and additional round of testing and analysis required until the clearance criteria is met.

3.7 DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

- A. General: Asbestos-containing waste materials and debris which is packaged in accordance with the provisions of this Specification may be disposed of at designated sanitary landfills when certain precautions are taken not limited to: notice to appropriate EPA Regional Offices and notice and permit from appropriate State and local agencies are completed. Waste disposal site(s) must be properly licensed, permitted, and qualified to accept and handle Asbestos waste in accordance with all applicable local, State, and federal codes and regulations.
- B. Disposal: Comply with the following sections during all phases of this work: worker protection requirements and respiratory protection requirements. All waste is to be hauled by a waste hauler with all required licenses and permits from all state and local authority with jurisdiction.
 - 1. Carefully load all containerized asbestos-containing waste material on sealed and lined trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the materials.
 - 2. All ACM and asbestos materials removed are to be properly containerized in one of the following: (1) Two 6 mil disposal bags, or (2) Two 6 mil disposal bags and a fiberboard drum, or (3) equivalent method as approved by Owner and State. Do not store disposal bagged material

outside of the work area. Take bags or drums from the work area directly to a sealed truck or dumpster. Glove bags shall not be used as waste disposal bags.

3. Owner will provide a designated location for placement of proper waste dumpster. Line waste dumpster with a minimum of 2 layers of 6 mil polyethylene sheeting and such that a minimum total of 20 mils of lining exists (including waste bags). Waste dumpster(s) will not be allowed to remain at the job site for longer than 72 hours upon completion of each phase (work area) of work by the Contractor. Do not transport disposal bagged materials on open trucks. During loading and unloading, properly demarcate and label dumpster on all 4 sides. Dumpster shall be sealed, labeled and locked during all non-loading periods.
4. In accordance with NESHAPs and State regulations, advise the landfill operator or processor in advance of transport, of the quantity of material to be delivered. At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, leave in truck and clean entire truck and contents using procedures set forth herein. Retain receipts from landfill or processor for materials disposed of. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to Owner and IH Consultant.
5. Provide copy of waste shipment record (complete to date) to Owner and IH Consultant prior to removing waste from the site. Provide final copy of completed waste shipment record to Owner and IH Consultant within 25 days of removing waste from the site.

3.8 RESTORATION AND REPLACEMENT

- A. Conduct restoration and replacement work in accordance with the Contract Documents and provide certification that all materials used in the construction, restoration, renovation, and other work are asbestos-free. Repair all damaged surfaces, tape damage, adhesive, and other damages resulting from the work or other damages caused by the Contractor as indicated by Owner, to meet or exceed existing conditions, and as otherwise stated in the Contract Documents. Conduct additional house cleaning and floor cleanings as necessary.

3.9 ASBESTOS PROJECT CLOSEOUT

- A. Contractor shall achieve Substantial Completion and then Final Completion as indicated below prior to requesting final payment.
- B. General cleaning during and after construction is required as needed to maintain general housekeeping and as otherwise required herein. Complete all final, general house-keeping and cleaning in the work areas in accordance with 29 CFR Part 1910 and 29 CFR Part 1926, as applicable. Remove temporary protection and facilities installed for protection or security of the work during construction. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.
- C. Conduct all other related work, non-asbestos work, and general construction activity in accordance with the Contract Documents and Owner's written request.

- D. Substantial Completion consists of the following: (1) all work area abatement, decontamination and related site work is complete; (2) interim submittal requirements are submitted; (3) final visual inspection and air clearance requirements have been met in each work area; (4) removal of containment barriers and Contractor equipment is complete; (5) all general cleaning has been performed as indicated herein; (6) other work tasks and administrative requirements have been completed in accordance with the contract documents and specification; and (7) post-abatement site inspection and review with Owner has been performed.
- E. Final Completion consists of the following: (1) Substantial Completion met; (2) completion of all Closeout Submittal requirements; and (3) complete, to Owner's satisfaction, any remaining punch-list items identified during the post-abatement site inspection with Owner.

END

CONTRACT DRAWINGS
(NOT USED)

APPENDICES

Appendix A – Compliance with Laws and Regulations

Appendix B – Federal Labor Standards Provisions

Appendix C – Applicable Davis-Bacon Wage Rate Decision

Appendix D – Asbestos Testing Reports *[See Appendix D on the City webpage under "Additional Instructions"]*
<http://files.cityofportsmouth.com/finance/bids/29-19%20Appendix%20D.pdf>

APPENDIX A:**CITY OF PORTSMOUTH
COMMUNITY DEVELOPMENT DEPARTMENT****Compliance by Grantee and Any Contractors and Subcontractors
with Laws and Regulations**

CONTRACTOR and all subcontractors shall comply with the following federal and state laws and all applicable standards, rules, orders, or regulations issued pursuant thereto:

1. The Copeland "Anti-Kickback" Act, as amended (118 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. Nondiscrimination, Title VI of the Civil Rights Act of 1974 (PL 88- 352), as amended, (42 USC 2000d) the Fair Housing Act of 1968 (PL 90-284), Executive Orders 11063 and 12259, and the requirements imposed by the Regulations of the Department of Housing and Urban Development (24 CFR 107 and 24 CFR 570.496) issued pursuant to that Title.
3. Labor Standards. Contract Work Hours and Safety Standards Act (40 USC 327-333).
4. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended, regulations issued pursuant to that act, and Executive Order 11985.
5. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, including uniform accessibility standards (24 CFR 40) for public buildings with 15 or more residential units. RSA 275-C:10 and the New Hampshire Architectural Barrier Free Design Code (Han 100, et. seq.) also apply.
6. Rehabilitation Act of 1973, 29 USC 794, Sections 503 and 504, Executive Order 11914 and U.S. Department of Labor regulations issued pursuant thereto.
7. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), as amended, 15 CFR Part 916 including amendments thereto and regulations thereunder.
8. The National Environmental Policy Act of 1969 (PL 90-190): the National Historic Preservation Act of 1966 (80 Stat 915, 116 USC 470); and Executive Order No. 11593 of May 31, 1971, as specified in 24 CFR 58.
9. The Clean Air Act, as Amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
10. RSA 354 and rules of the New Hampshire Human Rights Commission (HUM 100, et. seq.) on discrimination in employment, membership, accommodations, and housing.

11. The Age Discrimination Act of 1975 as amended (42 USC 6101, et. seq.) and implementing regulations.
12. The lead paint requirements (24 CFR 35) of The Lead-Based Paint Poisoning Prevention Act (42 USC 4821, et. seq.).
13. The NH State Energy Code (RSA 155-D).
14. The NH State Life Safety Code (RSA 155:1) and rules of the NH State Fire Marshall.
15. Citizen Participation Requirements. The 1987 amendments to the Housing and Community Development Act of 1974, stated in Section 508.
16. Affirmative Action Requirements.
17. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) as amended by the Housing and Community Development Act of 1992 (42 USC 5301).
18. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. **[APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS]**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) (see Attachment B). In accordance with the statute,

contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination (see Attachment C, Wage Rate Decision). The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or CONTRACTOR wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or CONTRACTOR must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

APPENDIX B:
Federal Labor Standards Provisions

See next page.

Federal Labor Standards Provisions**U.S. Department of Housing
and Urban Development
Office of Labor Relations****Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(II) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

Previous editions are obsolete

Page 2 of 5

form HUD-4010 (06/2009)
ref. Handbook 1344.1

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.18, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

APPENDIX C:**Applicable Davis-Bacon Wage Rate Decision**

General Decision Number: NH190022 01/25/2019 NH22

Superseded General Decision Number: NH20180042

State: New Hampshire

Construction Type: Building

County: Rockingham County in New Hampshire.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/18/2019
2	01/25/2019

ASBE0006-014 09/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
INSULATOR.....	\$ 36.87	27.35

BOIL0029-004 01/01/2017		

	Rates	Fringes
BOILERMAKER.....	\$ 42.42	24.92

 BRNH0003-001 05/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 30.36	25.20

* ELEC0490-006 01/01/2019

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Alarm Installation).....	\$ 29.45	20.03

ELEV0004-007 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.47	33.705

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 IRON0007-037 09/16/2018

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 25.71	22.12

LABO0976-008 06/01/2018

	Rates	Fringes
LABORER: Common or General.....	\$ 21.01	17.57

PLUM0131-004 06/01/2018

	Rates	Fringes
PIPEFITTER.....	\$ 32.97	22.73

SUNH2015-008 06/16/2017

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation and Form Work (Excludes Drywall Hanging and Drywall Finishing/Taping).....	\$ 24.47	8.55
CEMENT MASON/CONCRETE FINISHER...	\$ 22.04	9.70

DRYWALL FINISHER/TAPER.....	\$ 25.00	0.00
DRYWALL HANGER, Includes Metal Stud Installation.....	\$ 25.00	0.00
GLAZIER.....	\$ 26.75	3.48
LABORER: Mason Tender - Brick...	\$ 16.52	4.74
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.02	4.25
OPERATOR: Crane.....	\$ 27.42	3.83
OPERATOR: Loader.....	\$ 22.25	2.13
OPERATOR: Roller.....	\$ 23.56	3.28
PAINTER (Brush and Roller).....	\$ 18.10	1.58
PAINTER: Spray.....	\$ 22.99	3.28
PLUMBER, Includes HVAC Pipe Installation.....	\$ 26.72	5.56
ROOFER.....	\$ 19.22	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 24.88	5.46
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.29	9.78
WATERPROOFER.....	\$ 26.69	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CITY OF PORTSMOUTH PURCHASING QUESTIONNAIRE

Your responses to the questions below will be useful to the city in collecting information about how proposers learn about contracting opportunities. **Please submit your firm's response to this questionnaire in a separate envelope labeled "Purchasing Questionnaire" at the same time as your proposal/bid is delivered to Portsmouth City Hall.**

1. Firm Name: _____

2. Address of firm's headquarters (City/Town and State) : _____

3. Address of field office closest to Portsmouth (if applicable):

4. How did the firm learn about the solicitation you are responding to?

5. What source, method, or other effort is most effective in alerting your firm about opportunities to submit proposals/bids in the City?

6. Is your firm owned by a woman, minority, veteran, or person with a disability status?

Please describe: _____

If yes, is your firm "certified" by an organization in relation to the ownership listed above and which organization is the certification from?

Name of certification: _____

Name of certifying organization: _____

7. Does your firm have **any other** formal certification or designation not listed above which is renewed regularly by a third-party?

NH DOT Prequalification List (any field/specialty): yes or no

NH DES Roster of Prequalified Consulting Engineers: yes or no

Name of additional certifications: _____

8. Do any of the sub-consultants or sub-contractors included in your proposal/bid **have** any certifications (of any type – please exclude reference to NH DOT and NH DES lists)?

[illegible]