

Issue Date: December 23, 2025

To: All Bidding and Cooperative Contractors

BIDDING ADDENDUM NO. 04 JOHNSON CITY CENTRAL SCHOOL DISTRICT JCCSD CAPITAL PROJECT PHASE 2

HIGH SCHOOL	. SED # 03-15-02-06-0-011-027
K-8 ELEMENTARY MIDDLE	. SED # 03-15-02-06-0-020-017
BUS GARAGE	. SED # 03-15-02-06-5-010-011
BUS STORAGE SOUTH	. SED # 03-15-02-06-4-014-006
BUS STORAGE NORTH	. SED # 03-15-02-06-4-015-006

HA PN 2024-239P

I. PURPOSE:

- A. Addenda shall make revisions, additions and/or deletions, and clarifications to the documents dated December 1, 2025, for the project referenced above. Bidders shall review the Addendum in detail and incorporate any effects the Addendum may have in their bid price.
- B. Acknowledgement: Bidders must acknowledge receipt of any and all Addenda in the space provided on the Bid Form. Failure to do so may result in rejection of the Bid. All requirements of the bidding documents remain unchanged except as cited herein.

II. GENERAL INFORMATION:

A. See attached for addendum regarding Abatement

END OF DOCUMENT

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JCCSD Capital Project Phase 2 HA PN: 2024-239P

1.1 ADDENDUM 4 - Abatement

A. Project Information:

- 1. To: Prospective Bidders
- 2. Project Title: Capital Project 2025 2026 Phase 2.
- 3. Project No.: 22300.05
- 4. Date: December 23, 2025.
- 5. Owner: Johnson City Central School District.
- 6. Engineer: Hulbert Engineering and Land Surveying, DPC.
- 7. This Addendum consists of two (2) pages and following Specification and Drawings:
 - a. Specification Section 02 82 00 Environmental Remediation reissued as a conformed document to include the changes below is section B.1.
 - b. H000 Abatement Notes
 - c. H002 High School Basement Abatement Area 2
 - d. H004 High School 1ST Floor Abatement Area 2
 - e. H005 High School 1ST Floor Abatement Area 3
 - f. H008 High School 2ND Floor Abatement Area 3
 - g. H009 High School 2ND Floor Abatement Area 3 Fan Rooms
 - h. Revision Date December 23, 2025.

B. Changes to the Project Manual:

- 1. Section 02 82 00 Environmental Remediation:
 - a. In Part 1.1.A Replace "this Environmental Performance Contract (EPC) for High School" with a "Capital Project 2025 2026 Phase 2".
 - b. In Part 1.14 add "Highland Associates," as an Additional Insured.
 - c. In Part 1.15.A add the following sentence "All references to PCB submissions are included for reference and only used if PCB contaminated building materials are discovered. The laboratory test results competed of suspect materials to be disturbed for this project have determined no PCB's are present."
 - d. Replace Part 3.11 Lead Safe Work Practices in it's entirety with:
 - 3.11.1. Lead Safe Work Practices
 - A. Lead-Based Varnish (LBV) tested positive on varnished wood doors and frames scheduled to be removed and disposed. The location of doors are indicated on Environmental Remediation Contract Drawings.
 - B. If Contractor must adhere or disturb painted surfaces, those surfaces must be assumed to contain Lead unless tested negative.
 - C. During Environmental Remediation Work, protect Workers from Lead paint hazards, using "Lead Safe" practices as recommended by the National Association of the Remodeling Industry (NARI) in (http://www.leadsafeusa.com/training/guide.html) their guidance document "Remodeler's Guide to Lead Paint" to avoid exposure to Workers or others. In addition, Work shall be completed consistent with the U.S. Department of Labor Occupational Safety and Health Administration "Lead in Construction" standard. OSHA regulations require initial exposure monitoring for personnel for lead in air related to construction tasks.
 - D. In accordance with OSHA 29 CFR 1926.62 "Lead Exposure in Construction; Interim Final Rule, published May 4, 1993, paragraph (d) (6) (i) "Negative Initial Determination" states "if the initial determination reveals employee exposure to be below the action level, further exposure determinations need not be repeated except as otherwise provided in

- paragraph (d) (7) of this section". If all construction tasks monitored are below the 8 hour TWA of 30 ug/m3, no further monitoring is necessary, unless, per paragraph (7) (d).
- E. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may result in additional employees having been exposed to lead at or above the action level or may result in employees already exposed at or above the action level being exposed above the PEL, the employer shall conduct additional monitoring in accordance with this paragraph.
- F. An appropriate respirator and disposable protective clothing shall be donned by Workers when removing Lead-Containing Wood Doors and Frames and in areas of Lead delaminated and/or deteriorated painted/varnished surfaces/components. Note that regulations require a Respirator Protection Plan, Medical Monitoring, Respirator Fit Testing, etc. for persons wearing respirators.
- G. Lead-specific analysis shall be conducted in accordance with NIOSH 7082 by an independent testing laboratory (independent of all parties associated with Project, including but not limited to, Contractor(s), Subcontractor(s) and EPA/HUD Monitoring Technician).
- H. Testing Laboratory shall be applicably accredited by American Industrial Hygiene Association (AIHA) and the Environmental Lead Laboratory Accreditation Program (ELLAP).
- I. Interim controls shall be conducted in accordance with the Renovation, Repair and Painting (RRP) rules if suspect lead materials are scheduled to be abraded in the course of this Project.
- J. Notifications: In accordance with EPA 40 CFR, Part 745, Form "NOTIFICATION of Lead-Based Paint Abatement Activities", if/as applicable. Refer tohttp://www.epa.gov/lead for copy of Form.
- K. Use at all times, lead safe Work practices and procedures. Avoid creating dust and fumes wherever possible. Do not torch-cut or burn any painted surfaces. Mechanical sanding or cutting shall be only allowed if tools are equipped with properly functioning HEPA-vacuum systems to control potential lead dust.
- L. Contractor shall conduct "OSHA Initial Lead Task Monitoring/Testing" and TCLP for Lead Sampling/Testing of waste containers, if/as applicable and reasonable.

C. Changes to the Drawings:

- 1. Drawing H000:
 - a. Delete this Drawing and replace with Drawing H000 issued with this Addendum.
- 2. Drawing H002:
 - a. Delete this Drawing and replace with Drawing H002 issued with this Addendum.
- 3. Drawing H004:
 - a. Delete this Drawing and replace with Drawing H004 issued with this Addendum.
- 4. Drawing H005:
 - a. Delete this Drawing and replace with Drawing H005 issued with this Addendum.
- 5. Drawing H008:
 - a. Delete this Drawing and replace with Drawing H008 issued with this Addendum.
- 6. Drawing H009:
 - a. Delete this Drawing and replace with Drawing H009 issued with this Addendum.

END OF DOCUMENT

SECTION 02 82 00

ENVIRONMENTAL REMEDIATION & INCIDENTAL DEMOLITION (ASBESTOS)

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Provide all labor, materials, and equipment to conduct Environmental Remediation & Incidental Demolition (primarily Asbestos Abatement) associated with Capital Project 2025 2026 Phase 2 owned by the Johnson City Central School District (JCCSD).
- B. Suspect environmental (Asbestos) were sampled/tested in materials scheduled for disturbance as part of this Project. <u>Lead was found to be present in the wood varnish of interior wood door frames.</u> Any painted surface/component must be assumed to contain LBP, unless tested to be negative for LBP.
- C. Sampling/testing Reports are listed herein below in this Specification Section 02 82 00.
- D. Provide additional protection and services as specified herein.
- E. The Engineer has determined the presence and locations of ACM'S via:
 - Reviews of numerous past JCCSD projects;
 - Past and present environmental sampling/testing;
 - Reviews and consultations with design professionals;
 - Our general knowledge of this Building.
- F. Though extensive efforts were conducted, this Building was originally constructed in early 1970's and have experienced numerous documented and undocumented renovations, alterations and additions. Therefore, it is not unreasonable there remains a slight potential of findings of additional environmental contaminants during environmental remediation and subsequent alterations, renovations and additions in concealed spaces. Should suspect materials be found by Contractor, Contractor shall immediately STOP WORK, consult with Environmental Consultant, Architect and Engineer for further direction. All parties shall negotiate added or decreased costs in field condition findings, if/as applicable.

1.2 WORK INCLUDED ELSEWHERE

- A. Division 00 Procurements and Contracting Requirements
- B. Division 00 Bid Forms
- C. Division 01 General Requirements
- D. Section 01 34 00 Submittal Procedures
- E. Section 02 82 10 Submission Review Chart (Asbestos)
- F. APPENDICES

APPENDIX A: JOHNSON CITY HIGH SCHOOL

- 1) LIMITED ASBESTOS SAMPLING/TESTING REPORT
- 2) AHERA 2022 THREE YEAR REINSPECTION HIGH SCHOOL

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1.3 PRIMARY INTENT AND PURPOSE OF THIS ENVIRONMENTAL REMEDIATION PROJECT is to conduct:

A. The primary Intent and Purpose of the "Environmental Remediation" is to abate any Asbestos-Containing Materials that may be disturbed in the course of renovations, alterations, and demolitions at Johnson City High School.

- B. ACM's for abatement are noted on the Legend, which is included with the Contract Drawings.
- C. Project Specifics are delineated in "Legend" and in "General Notes".

1.4 REFERENCES

- A. References in Environmental Remediation Specifications and Contract Drawings to:
 - "Owner" indicates Johnson City Central School District (JCCSD);
 - "Architect" indicates the firm of Highland Associates;
 - "NYS Licensed Engineer" and "NYS Asbestos Project Designer" indicates Hulbert Engineering and Land Surveying, DPC;
 - "Engineer" indicates the firm of Hulbert Engineering and Land Surveying, DPC;
 - "Environmental Consultant" and "NYSDOL Certified Asbestos Contractor" indicates the firm of Hulbert Engineering and Land Surveying, DPC;
 - "Environmental Site Representative (ESR)" or full-time, on-site "Asbestos Project and Air Monitor" indicate technical personnel of the firm to be determined.
 - "General Contractor", "Contractor" or "Asbestos Contractor" indicates Environmental Remediation Contractor (ERC) for the project, its subcontractor's, vendors and suppliers;
 - "ICR 56" indicates the New York State Department of Labor (NYSDOL) Industrial Code Rule 56, as Amended, effective March 21, 2007 and granted NYSDOL Site Specific Variances, Applicable Variances and their Amendments.

1.5 SPECIAL PROVISIONS

- A. **SPECIAL NOTE # 1**: Scheduling or Phasing of the Project Schedule shall be in accordance with Specifications and Contract Drawings prepared by Architect/ Engineer.
- B. SPECIAL NOTE # 2: Environmental Remediation Contractor shall be applicably certified in:
 - Asbestos:
 - Lead (Firm, Supervisor and Workers certified by EPA/HUD to conduct lead removal in School). <u>LEAD NOTE</u>: EPA Renovations, Repair and Painting (RRP) Lead Certifications are not qualified nor acceptable for this Work;
 - Polychlorinated Biphenyl's OSHA 40 Hour Hazardous Waste.
- C. Work Area, and space min. 25'- 0" from active Work Area (to be cordoned-off and posted by ERC), shall be vacant and is intended to be occupied only by the ERC.
- D. ERC shall ensure the NYSDOL Asbestos Certified Supervisor assigned to subject Project and/or <u>every</u> Work Area at any and all times the Environmental Site Representative (ESR) is on-Site including, but not limited to, mobilization and demobilization, waiting periods, air monitoring, or for any other legitimate reason.
- E. If Owner or Owner's Representatives take no exception to Overtime Work, then ERC is required to prepare and submit to Owner and Owner's Representatives, for review and approval by Owner, a "Request for Dispensation to Work Overtime" required by NYSDOL.

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F. All Work shall be coordinated with the Owner and Environmental Site Representative (ESR).

- G. Permitting Agency for this Project: New York State Education Department.
- H. ERC shall comply with applicable section of the "2020 <u>Fire Code of New York State</u>", authored by the New York State Department of State Division of Code Enforcement and Administration. Emphasis of compliance is especially relevant regarding marking and means of emergency exiting, and fire extinguishers specific for the Project and use of Fire-Retardant Treated (FRT) products.
- I. Electrical, Communication, Plumbing and Mechanical Components

ERC shall take special and extra precautions to:

- 1. Prior to Start of Work, be responsible for ensuring all power is de-energized in all OSHA lock-outs/tag-outs and providing of sufficient capacity for ERC Work;
- 2. Retain services of an electrician, communication, plumbing and mechanical, as/if applicable, certified in the Village of Johnson City. If any trade required to Work in designated, active Work Areas, tradesman shall be applicably NYSDOL Asbestos Certified, with min. of "Operations & Maintenance" certification.

Note: NYSDOL Certified "Allied Trades" are permitted to enter active Work Areas and perform activities consistent with that certification.

- J. Work includes removals, disposals and disconnection of electrical, mechanical, plumbing and communication components, in accordance with applicable regulations.
- K. Construction schedule shall be rigidly enforced. ERC shall provide necessary manpower, including multiple Workers and Work shifts to comply with Construction Schedule.
- L. The ERC shall Verify-In-Field (V.I.F.) and be solely responsible for confirmations of all ACM locations, dimensions, quantities and conditions, etc., for Work indicated on Contract Drawings for preparation of Bid price. The ERC's Bid shall represent complete abatement of all ACM's scheduled for removal and disposal, in their entirety, unless otherwise noted.
- M. <u>Original</u> waste manifests, bills of lading and receipts, as applicable, shall be submitted to ESR. Additionally, these same documents shall be submitted electronically, in accordance with Specification Section 01 34 00 "Submittal Procedures Asbestos".
- N. The quantities of ACM's and materials associated with abatements, i.e. ceilings, walls, subfloors, etc., are provided for information only, and in no way shall ERC be able to use as basis for any increase in Contract Price.
- O. The estimated quantities of all asbestos and asbestos-contaminated materials, <u>for this specific Project</u>, are included on Environmental Reports. Quantities are estimates only, provided by the Engineer in order to indicate the approximate scale and extent of the Work. The full Asbestos Reports, included in the Appendices of this Specification Section 02 82 00, are included for ERC for review.
- P. No asbestos or asbestos-contaminated materials/components shall be permitted to be recycled, reused or reclaimed. All waste manifests shall be submitted, as proof of proper disposal, to the Architect, Engineer.
- Q. RECYCLING, REUSE, REPURPOSE OR RECLAMATION REQUIRED: All furnishings, equipment and supplies that are deemed Non-Hazardous or Non-Universal Building materials/components that can be cleaned/decontaminated and recycled, reused and reclaimed SHALL BE recycled, reused, reclaimed and NOT DISPOSED as Hazardous, Universal or Construction & Demolition (C&D) waste. Consult with Owner and ESR prior to Start of Work to determine if they require any cleanable, non-porous

furnishings, equipment or supplies to be turned over to Owners. For materials turned over to Owner, provide inventory listing and submit to Architect, Engineer. Applicable waste manifests shall be submitted, as proof of recycling, reuse or reclamation, to the Architect, Engineer.

- R. Provide security as required to protect facilities and Work Areas.
- S. Carefully and deliberately plan the Work to avoid environmental and construction risks to Workers.
- T. NYSDOL Industrial Code Rule 56 requires one (1) copy of the Asbestos Survey for the Building to be present and available, along with the NYSDOL and EPA, Building Occupant Asbestos notifications throughout the duration of the Asbestos Abatement Construction Work.
- U. The ERC must inform all trades of their Work, in writing.
- V. No ACM's or PCB's, or any other hazardous or universal material shall be buried or hidden at Site, but shall be disposed at applicably permitted landfill with leachate collection system, if/as applicable for the material disposed.
- W. The Contract Drawings identify the Buildings' physical layout and Contract Limit Lines for the extent of Environmental Remediation Work.
- X. No Asbestos Abatement shall be commenced prior to compliance with the notification requirements of Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations of the State of New York (cited as 12 NYCRR 56, but hereinafter referred to as "Code Rule 56") as amended, effective March 21, 2007.

1.6 SEQUENCING AND SCHEDULING

- A. Refer to Bid Form for Project parameters.
- B. ERC shall establish a Plan of Work Areas and of Sequencing and Scheduling, as part of "Means and Methods" of Remediation and shall submit these items Prior to Start of Work for Environmental Consultant review.
- C. If ERC chooses to utilize Additional Work Areas, multiple work shifts, unscheduled overtime, weekends or holidays, then the ERC will be required to pay for all associated costs to the Owner and Owner's Representatives. Requests shall be in writing to the Architect/Engineer, Owner, and Clerk of the Works and shall not commence until written approval, along with applicable increase or decrease in Contract Price is granted by Architect, Engineer and Owner, in writing. Costs shall be deducted from final Contract Sum. ERC request shall include all specifics for the request min. five (5) days prior to Work, when/if feasible, such as number, rationale, location or relocation of Work Areas, etc. or other specifics.

1.7 DESIGN CRITERIA

- A. Refer to paragraph 1.2.G. for "Appendices" herein above for listing of Environmental Reports applicable to this Project.
- B. Designs based upon Construction Contract Drawings, their updates and revisions, prepared by Highland Associates, meetings, consultations, electronic mailings, various directives and telephone consultations during the design process.

1.8 REGULATIONS

A. Comply with applicable federal, state, and local regulations including, but not limited to, the following:

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1. FEDERAL

a. United States Environmental Protection Agency (EPA); National Emission Standards for Hazardous Air Pollutants (NESHAP); 40 CFR Part 61.

- b. EPA Lead Renovations, Repair & Painting (RRP).
- United States Department of Labor, Occupational Safety and Health Administration (OSHA);
 Title 29 CFR Parts 1910 and 1926, and as modified in May 2012 Hazardous Communication 29
 CFR 1910.1200.
- d. National Institute for Occupational Safety and Health (NIOSH).
- e. US Department of Labor OSHA Asbestos Regulations for Construction Industry Title 29, Part 1926.1101, of the Code of Federal Regulations.
- f. US Department of Transportation Hazardous Materials Regulations (HMR), Title 49 CFR, Parts 171-180, revised 01 October 1992.
- g. United States Environmental Protection Agency (EPA); Hazardous Waste & Universal Waste Generator Standards; 40 CFR Part 262 & 273.
- h. 29 CFR 1910.1001 Occupational Exposure to Asbestos (OSHA General Industry Standard).
- US Department of Labor OSHA Regulations for the Construction Industry Title 29 Code of Federal Regulations, Subpart M, 1926.500(a), 1926.501, 1926.502, and 1926.503, Fall Protection
- j. OSHA 29 CFR 1910.132 to 1910.138, Subpart I, "Personal Protective Equipment".
- k. OSHA 29 CFR 1910.1200 "Hazard Communication".
- I. OSHA 29 CFR 1910.147 "Control of Hazardous Energy".
- m. OSHA 29 CFR 1926, Subpart M "Fall Protection".
- n. OSHA 29 CFR 1926.28, Subpart C "General Safety and Health Provisions".
- o. US OSHA 1926, 146; Final rule for Confined Space, effective August 3, 2015.
- p. OSHA 29 CFR 1926, Subpart Z, 1926.1153 "Respirable Crystalline Silica", effective June 23, 2016.
- q. OSHA 29 CFR 1910.252 "Welding, Cutting and Brazing".

STATE

- New York State Education Department (NYSED), applicable rules and regulations for NYS School-Owned and Leased Buildings;
- b. Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations of the State of New York (cited as 12 NYCRR 56, but hereinafter referred to as "Code Rule 56") adopted January 11, 2006 and effective March 21, 2007, including "Guidance Document Redline Version 2.0, dated 01/30/09.
- c. New York State Department of Environmental Conservation (NYSDEC); Solid Waste Management Facilities; 6 NYCRR Part 360.
- d. NYSDEC; Waste Transporter Permits; 6 NYCRR Part 364.
- e. Asbestos Safety Program Requirements; NYCRR Chapter II, Title 10, Part 73.
- f. Part 155.5: Uniform Safety Standards for School Construction and Maintenance of the Official Compilation of Codes, Rules, and Regulations of the State of New York, Title 8. Education Department, dated 02/15/10.
- g. NYDOL Article 32, Title 2, "Minimum Work Standards for the Conduct of Mold Assessments and Remediation".
- h. NYS, 2017, Uniform Code Supplement to the NYS Fire Code, regarding "Hot Work", Chapter 35 "Welding & Other Hot Work", Section 3501.

3. LOCAL

a. Broome County, New York;

- b. Johnson City, New York.
- B. Applicable rules and regulations, and their interpretations of agencies listed above and of Occupational Safety & Health Association (OSHA), National Institute for the Sciences and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), American Industrial Hygiene Association (AIHA), New York State Department of Health (NYSDOH), New York State Department of Labor (NYSDOL), New York State Education Department (NYSED) New York State Department of Transportation (NYSDOT), New York State Department of Environmental Conservation (NYSDEC), National Emission Standards for Hazardous Air Pollutants (NESHAPS), current as of date of these Specifications and Contract Drawings.
- C. INTERPRETATION OF ERC SPECIFICATION SECTIONS AND CONTRACT DRAWINGS: If any requirement of these ERC Specifications or Contract Drawings conflict with or contradict any law, rule, regulation, interpretation or guideline, immediately notify the Architect/Engineer of such conflict or contradiction. In such cases, the interpretation of the law, rule, regulation, interpretation or guideline shall have the full force and application as determined by the Architect/Engineer.
- D. Post all applicable licenses, regulations or other required documents in a conspicuous place at the Site, or in a place and manner dictated by applicable rule or regulation. Assure that copies of the regulations are not altered, defaced or covered by other materials.

1.9 QUALIFICATIONS, QUALITY ASSURANCE, LICENSING AND CERTIFICATION REQUIREMENTS

- A. The Environmental Remediation Contractor (ERC) firm shall be Subcontractor to the Prime General Contractor. ERC shall have a minimum of five (5) years in operation as a professional Asbestos Abatement Contractor and have successfully completed five (5) Projects of similar scope.
- B. The Engineer reserves the right to make necessary investigations regarding qualifications of the asbestos removal Contractor.
- C. Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the ERC of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the Work.
- D. At the request of the Engineer, the ERC shall disclose fines and related information (e.g., case no., number of citations, etc.) issued by the NYSDOL within the past three years.
- E. Use adequate numbers of skilled Workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements, and the methods needed for proper performance of the Work of this Section.
- F. The ERC firm shall comply with the following minimum requirements, if/as applicable, as determined by Engineer:
 - 1. Possess valid NYDOL Asbestos License;
 - 2. Acquire approval by Engineer for subcontractors, vendors or any service provider of any trade or interest which the Contractor shall retain for a cost associated with the Contractor's Price for this Project.
 - Architect, Engineer, and/or Owner retain the right to refuse use of any subcontractor for any reason.
- G. ERC Project Manager and each ERC Supervisor shall comply with the following, if/as applicable, as determined by Engineer:
 - 1. Minimum five (5) years' experience in similar type and size of Work required;

- 2. Possess valid NYSDOL Asbestos Supervisor certification and training certifications;
- 3. Be identified as the firm's "Competent Person", in compliance with OSHA regulations; OSHA Competent is required to be on-Site whenever Work is being performed. Specifically, ERC Project Manager and Supervisors shall be competent in identifying and remediating other Hazardous and Universal materials;
- 4. Possess valid OSHA 10 Hour Construction Safety Course (effective July 18, 2008) training certification;
- 5. Possess valid OSHA 40 Hour Hazardous Material Certification;
- 6. Required to be on-Site whenever Work is being performed;
- 7. Shall be assigned exclusively to this Project and this position shall not be "changed-out" or substituted with another person unless specifically approved by Engineer.
- H. ERC Workers shall comply with the following, as applicable to type of Work performed, if/as applicable, as determined by Engineer:
 - Possess valid NYSDOL Asbestos Worker certification and training certifications;
 - 2. Possess valid OSHA 10 Hour Construction Safety Course (effective July 18, 2008) training certification;
 - 3. Possess valid OSHA 40 Hour Hazardous Material Certification;
 - 4. Shall be assigned exclusively to this Project and this position shall not be "changed-out" or substituted with another person unless specifically approved by Environmental Site Representative.
- I. Workers performing incidental services and Work inside active asbestos abatement Work Areas (i.e. electrical services, mechanical/plumbing services, sheet metal Work, etc., of disconnections or connections, cutting, capping, patching, alterations, etc.), and/or incidental demolition or emergency Work inside active asbestos Work Areas, shall be trained and experienced in respective trades, and shall hold valid NYSDOL "Asbestos Handler" or, at minimum, "Operations & Maintenance" asbestos certifications.

Note: NYSDOL Certified "Allied Trades" are permitted to enter active Work Areas and perform activities consistent with that certification.

- J. Use only Workers who underwent the required comprehensive medical examinations and whose health condition was determined as being satisfactory for performing applicable Asbestos Abatement Work while wearing applicable respiratory protection equipment (dual mask and/or PAPR, as applicable).
- K. Use equipment adequate in type, size, capacity and quantity to accomplish the Work safely and timely.
- L. WAIVER OF SPECIFICATION REQUIREMENT AND/OR SUBMISSIONS: Owner or Owners Representatives possess the ability to waive the specified requirement of any of the above requirements.

1.10 OSHA ASBETSOS PERSONAL AIR MONITORING/TESTING (BY ERC)

- A. Non-compliance with number, type and methodology of required OSHA personal air monitoring/testing may result in deduction from final Contract Sum, as determined by Engineer and/or Owner's Representative.
- B. Air monitoring/testing specified hereinafter is a minimum standard on this Project and shall continue throughout the entire asbestos abatement Project.
- C. Services of an independent third party personal air monitoring/testing firm shall be retained directly by the ERC. ERC is responsible for all air monitoring/testing related to Worker protection (task

monitoring, monitoring related to selection of respiratory protections. etc.), as required by governing regulations, and specifically by OSHA.

Note: An OSHA "Negative Exposure Assessment" shall not be permitted on Work of this Project. Associated costs of any air re-sampling and re-testing shall be borne by the ERC (such costs will be deducted from payment due to ERC).

- D. Personal Air Monitoring/Testing firm shall be a firm submitted by ERC for Environmental Consultant's and Owner's Representative's review and approval, providing that the Engineer or Owner's Representative has not notified the successful Bidder within four (4) calendar days of said submission, on exception to the use of such air monitoring/testing firm. The ERC shall then retain such firm for the duration of the Project. No changes can be made without express consent of Engineer.
- E. Personnel of the selected Air Monitoring firm must be independent of ERC and shall conduct personal air monitoring. Said personnel shall be thoroughly experienced and trained in the proper handling of asbestos-containing materials, in all aspects regarding health and environmental hazards related to asbestos and asbestos exposure, in respiratory protection, in required methodology of air sampling, and shall be knowledgeable in governing regulations.
- F. The testing of air samples shall be performed by an accredited laboratory, approved, certified and listed by NYS Department of Health Environmental Laboratory Accreditation Program (ELAP).
- G. Personal air monitoring and testing shall include: Personal monitoring on a daily basis to establish compliance with Permissible Exposure Limits (PELs) of airborne concentrations of asbestos (and carbon monoxide, if applicable), per OSHA regulation, and including:
 - 1. 8-hour time-weighted-average limit (TWA).
 - 2. Excursion Limit.
- H. Testing Report & Turnaround Time. All testing Reports shall include:
 - 1. Completed Chain of Custody forms.
 - 2. Test results reported as actual concentration, based for PCM on quantity of fibers per cubic centimeter of air (f/cc), as applicable, and carried out to three decimal points.
 - 3. Test results reported on letterhead of accredited testing laboratory, signed by microscopist and by laboratory director.
 - 4. For the purposes of this Project, the required Turnaround Time for OSHA personal air testing of air samples collected shall be forty-eight (48) hours. This 48-hour period commences from the time the samples are forwarded to the testing laboratory. Chain of Custody forms shall be prepared for each Workday and for each active Work Area. Field and ambient blanks are required for each sampling event and logged on each Chain of Custody form, in accordance with OSHA regulations.
 - 5. Faxed Reports shall be forwarded to Project Site (to Environmental Site Representative and to ERC) and separately to the office of the Engineer.
 - 6. Samples to be forwarded to testing laboratory, at a minimum, by an overnight courier- service (for early morning delivery at the testing laboratory), if/as required.
- 1.11 ENVIRONMENTAL (ASBESTOS AND PCB) PROJECT & AIR MONITORING/TESTING (BY OWNER)
 - A. ERC shall provide NYSDOL Asbestos Certified Supervisor at any and all times the ESR is on-Site.
 - B. ERC shall provide OSHA 40 Hour Hazardous Material Certified Supervisor and Workers at any and all times the ESR is on-Site.

C. Environmental Project and Air Monitoring/Testing will be contracted separately by the property Owner to a licensed third-party air sampling environmental consultant and completely independent of ERC.

- D. The ESR shall assist in interpretations of the Specifications and Contract Drawings or governing law pertaining to the control of ACM.
- E. ERC shall provide all access, assistance, and documentation to the ESR and Engineer as may be required to verify conformance with these Specifications and Contract Drawings. The Owner's Representative, with authorization of Owner, only may stop Work if an instance of substantial non-conformance with the Specifications and Contract Drawings and/or a situation presenting a health hazard or other danger to Workers or real property is observed during the course of their review of the Project. Work shall not resume until corrective measures have been carried out.
- F. ERC is solely responsible to comply with all applicable health and safety regulations promulgated by the federal, state, or local governments. No activity on the part of the Owner's Representative, Design Professional, ESR or Engineer represents the ERC's compliance with the applicable health and safety regulations.
- G. Provide access and assistance to the ESR technician(s), as required.
- H. The ERC and the ESR shall work closely together to ensure proper and expeditious Work progress and completion.
- I. Upon request, as is reasonable and just, ERC shall provide ESR, Owner's Representatives and Regulatory Officials with:
 - Disposable suits, in sizes and numbers required by their personnel;
 - Applicable disposable respirator filters, as needed to perform their Work;
 - Electrical outlets and capacity, as needed to perform their Work including, but not limited to, provision of adequate electric use for use by air sampling/technician to engage air sample equipment/supplies, sufficient lighting, etc.
- J. Due to amount of Work, multiple ESR's shall be assigned to this Project in order to expedite Work and ERC shall provide them with items noted above, as is reasonable and just.
- K. ERC shall assist in assuring integrity of sample collection by ensuring continuous operation, safety and security of air sample equipment/supplies.
- L. In accordance with Code Rule 56 (a)(c), the "air sampling asbestos contractor", otherwise known as the independent "Asbestos Project & Air Monitor" or ESR (in this Specification), is required to submit PCM sample results equal to or greater than 0.01 fibers per cubic centimeter upon receipt, along with background results, the same business day to the NYSDOL District Office.
- M. <u>Work Stoppage:</u> If air samples indicate airborne fiber concentrations that exceed regulations, Work shall stop immediately for inspection, repair, cleanup, and documentation, as applicable, in accordance with Code Rule 56-4.10.
- N. Environmental Project and Air Monitoring and Testing shall be conducted per requirements of OSHA and of Code Rule 56.
- O. Investigations and Reporting: The ESR shall have the full force and authority to investigate and report on items of environmental and health hazards related to any environmental exposure, as observed or as found otherwise at the Project site and pertaining to Contract Work of ERC.
- P. Testing Report & Turnaround Time. All testing Reports will include:

1. Locations of sampling indicated on small-scale plans (8.5" x 11"). Small-scale plans are going to be available from the Environmental Site Representative.

- 2. Completed Chain of Custody forms.
- 3. Test results reported as actual concentration, based for PCM on quantity of fibers per cubic centimeter of air (f/cc), or based upon TEM on quantity of structures per squared millimeter of air (s/mm2), as applicable, and carried out to three decimal points.
- 4. Test results reported on letterhead of accredited testing laboratory, signed by microscopist and by laboratory director.
- 5. In accordance with Code Rule 56, the required turnaround time for environmental asbestos testing of air samples collected, the period of time between completion of air sample collection and receipt of results on the Project site (faxed Reports containing documents specified hereinabove) shall be equal to or less than 48 hours, or shall be in accordance with turnaround time limits specified below, whichever is shorter:
 - a. Backgrounds and Prep Work: 48 hours.
 - b. PCM and TEM Clearence, as applicable: Immediate.
 - c. Second Clearence (after re-cleaning when/if first clearance fails): Immediate.
- 6. Electronically mailed Reports shall be forwarded by ESR to:
 - a. ERC
 - b. Engineer
 - c. Architect
- Q. Samples to be forwarded, to testing laboratory, at a minimum, by an overnight courier-service (for early morning delivery at the testing laboratory), if/as required.
- R. Required turnaround time for testing reports other than the one specified hereinbefore, as required by regulations or 24 hours.
- S. The turnaround time specified above is to start upon receipt of sample(s) at testing laboratory.
- T. Clearence Air Monitoring Results Criteria:

Laboratory analysis results of environmental air monitoring asbestos clearance sampling shall be considered satisfactory when each clearance air sample collected inside a Work Area demonstrates, through Polarized Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM), as applicable.

Note: Use of background samples/test results are prohibited from use in determining satisfactory clearance level, unless special circumstances mandate such an exception and background samples/tests are specifically approved by Environmental Consultant.

PCM's: Environmental sample results less than 0.01 f/cc;

TEM's: Environmental sample results less than 70 s/mm2.

ICR 56 requires Environmental Consultant to forward elevated PCM samples, along with background samples, to be faxed to the NYSDOL District Office immediately (same business day received). ERC is required to sign ESR Air Monitoring logs indicating knowledge of samples in excess of the 0.01 f/cc (PCM).

1.12 ADDITIONAL COSTS TO ERC

- A. In accordance with Contract documents.
- B. ERC recognizes that time is of the essence for this Agreement.

C. Architect, Engineer has determined Construction Schedule. If a change in Work Areas are required or ERC does not provide manpower the Project sufficiently to complete Work in allotted time/construction schedule, then the ERC will be responsible for all associated additional costs (including overtime, weekends, holidays, etc.), if determined fault is by ERC.

- D. ERC shall maintain control of Site and such control includes providing ERC personnel to be on-site at all times when ESR is on-Site. Additionally, ESR shall not be required to conduct air sampling outside of normal work hours. If overtime or weekend hours, other than those specified in the Construction Schedule, are requested by ERC and approved by Owner, ERC shall be responsible for all associated costs and will be deducted from directly ERC's Contract Sum, at the discretion of the Owner.
- E. Should ERC fail to pass environmental air clearance, then associated costs of re-cleaning, re-sampling and re-testing shall be borne by the Contractor, unless failures are the result of other trades or other related conditions, i.e., alteration Work performed by others, weather, traffic, etc. Any additional costs will be deducted from payment due to the Contractor, at discretion of Owner.
- F. Bulk sampling/testing of suspect environmental contaminants and/or environmental air monitoring/testing by ERC or by ERCs' agent is not permitted.
- G. NOT APPLICABLE METAL FENCING OF STAGING AREA
 - 1. Provide, install, maintain and secure metal construction fencing. Fencing shall consist of the following:
 - a. Min. 6' x 0" in height
 - b. Provide "structural" supports maximum $8' \times 0"$ separation, in order to ensure integrity, with min. 15' $\times 0"$ opening for vehicular traffic in two locations. Install min. 4' $\times 0"$ depth in order to ensure secure fencing system does not fail.
 - Material: Metal Chain Link or other suitable material as accepted by Owner and Architect, Engineer.

1.13 RECORD KEEPING

- A. Maintain a Project Record as required by ICR 56. The Project Record shall be available on-site and shall include all elements cited in ICR 56.
- B. The ERC shall maintain personal respiratory program and associated records and ensure they are signed by a physician documenting Worker medical examinations, by a "B Reader", with satisfactory chest X- rays and pulmonary function tests. The form from Appendix D of OSHA 29 CFR 1926.1101 or equal shall be used. These records shall be kept on file by the ERC for the duration of employment plus 30 years.
- 1.14 INSURANCES As specified in Contract Documents adding Hulbert Engineering and Land Surveying, DPC, Highland Associates, and ESR as "Additional Insured".

1.15 SUBMITTALS AND NOTICES

A. Submit the documents herein below, in accordance with Section 01 34 00 Submittal Procedures. All references to PCB submissions are included for reference and only used if PCB contaminated building materials are discovered. The laboratory test results competed of suspect materials to be disturbed for this project have determined no PCB's are present.

B. SUBMITTALS <u>PRIOR TO START OF WORK, if/as applicable</u>: REFER TO SECTION 01 34 00 "SUBMISSION PROCEDURES"

Work shall not commence until the following documents have been submitted, reviewed, and accepted by the Architect/Engineer.

NOTE: Where listed below, all requirements for "Letter" shall reference project and be submitted on appropriately dated ERC company letterhead and shall include signature of firm's officer.

Copies of the following shall be valid, appropriate, and legible:

- 1. Insurances (As specified in Architect Specifications Division 00, but adding Hulbert Engineering and Land Surveying, DPC and ESR as "Additional Insured");
- 2. Firm's Valid/Current NYSDOL Asbestos License
- 3. NYSDOL "Asbestos Project Notification"
- 4. EPA "Notification of Asbestos Project" if applicable.
- 5. OSHA PCB Notification of PCB Project"
- 6. Ten (10) Day "Notice to Occupants of Asbestos Project." Post Notification signage, as Required;
- 7. Hot Work Permit;
- 8. Draft of NYS "Petition for Variance relief;
- 9. NYSDEC Waste Transporter Permit Part 364, and:
 - a. Name of proposed recycling, reuse and/or reclamation facilities that may be used in association with the Project, or a "No-Recycling" Statement on letterhead.
- 10. Copies of ERC Project Manager, ERC Supervisor and Worker Documentation Copy of valid NYSDOL Asbestos certification, Copy of valid asbestos training certificate (NYSDOH DOSH Form 2832), Copy of valid OSHA 10 Hour Construction Safety Course (effective July 18, 2008) training certification, Copy of valid OSHA 40 hour Hazardous Material training certification.
- 11. Letter certifying Workers have received the required comprehensive medical examinations (including satisfactory chest X-ray and pulmonary function test) and whose health condition was determined as being satisfactory for performing applicable Asbestos Abatement Work while wearing applicable respiratory protection equipment. Certify that asbestos Workers have had X-rays reviewed/approved by a "B reader". DO NOT forward specific individual medical examination documents, since this is a violation of the Health Individual Portability & Accountability Act (HIPAA) of 1996.

12. ENVIRONMENTAL REMDIATION WORK PLAN:

- a. Staffing schedule stating number of Workers per shift, name and number of supervisor(s) per shift, hours per shift, shifts per day, and total days to be worked;
- b. ERC plan for dividing the Asbestos Work Areas;
- c. Plan shall indicate locations of access/egress of each Work Areas;
- d. Locations of attached and remote Personal and Waste Decontamination Units
- e. Locations of intended discharges from Negative Pressure Units (NPU's);
- f. Letter confirming each shift has a different work force;

g. Abatement schedule indicating critical dates of the job, including start of mobilization, preparation, removal, and reactivation of each Work Area and including and completion of demobilization.

- 13. Copy of testing Laboratory's NYSDOH ELAP Certification to conduct PCM analysis for Personnel Monitoring/Testing.
- 14. Manufacturer's information & Safety Data Sheets (SDS) for specified Products:
 - a. Wetting Agent;
 - b. Lockdown Encapsulated
 - c. Fire-Rated Wood Materials;
 - d. Fire-Retardant Polyethylene Sheeting;
 - e. Fire-rated Caulks, Sealants and Rods;
 - f. Mastic Remover;
 - g. Patching Materials/Products;
 - h. Ceiling Clips;
 - i. Lagging Cloth;
 - Manufacturer's certifications that vacuums, ventilation equipment, and all other equipment required to contain airborne fibers conform to HEPA filtration standards;
 - k. Other Materials and Products Used.

C. SUBMITTALS **DURING WORK, if/as applicable**:

- Submit for review and acceptance to Architect/Engineer through Newforma valid, appropriate, and legible copies of the following:
 - a. OSHA personnel air testing results (48 hours from sampling event).
 - b. Letter certifying that personnel not previously processed for work on this project have received required comprehensive medical examinations.
 - Other pertinent SDS's for materials/products not previously processed for work on this project.

D. SUBMITTALS AT **CLOSE OUT, if/as applicable**:

- Submit for review and acceptance by the Architect, Engineer, through Newforma (min. 5 working days prior to Application for Payment) valid, appropriate, and legible copies of the following:
 - a. Project Record
 - b. Sign in-Sign-out (daily Sheets).
 - c. Copy of Daily OSHA Personnel Sampling/Testing logs for Asbestos and Personal Air Sampling/Testing Reports
 - d. Asbestos (Friable) Waste Manifests.
 - e. Non-Friable Asbestos Waste Manifests.
 - f. PCB Waste Manifests.
 - g. C & D Waste Manifests.
 - h. Copies of NESHAPS waste manifest and bill of lading for friable asbestos.
 - i. Copies of NESHAPS waste manifest and bill of lading for non-friable asbestos.
 - j. Copies of Construction & Demolition (C&D) waste manifest and bill of lading.

1.16 PROTECTION OF CONTRACTOR'S PERSONNEL

A. The ERC is solely responsible for the protection of his Work force. Worker Protection shall comply with OSHA 29 CFR 1926.103 (Respiratory Protection), as applicable. In addition, protection from other hazards inherent in abatement and construction Projects shall be provided.

- B. The Owner and Owner's Representatives reserve the right to have a ERC's employee removed from the Site for a single personnel protective equipment (PPE) violation, have the ERC's supervisor removed for a second PPE violation, and have the ERC removed from the Site for a third PPE violation.
- C. There shall be no harassment of any fellow Worker, Owner or Owner's Representatives. This includes verbal, visual or physical gestures. Additionally, this type of rude or inappropriate behavior shall not be acceptable and employee may also be removed from the Site upon request of Owner or Owner's Representatives for any single substantiated reason.

1.17 VARIANCES

- A. NYSDOL Site Specific Variance (NYS SSV) shall be prepared by a current registered NYS Professional Engineer and certified Project Designer and submitted to the Engineer for review and approval prior to being forwarded to the NYSDOL Engineering's review and approval.
- B. It is a violation of Section 7209, Subdivision 2, New York State Education Law for any person, unless acting under the direction of registered Professional Engineer or licensed Professional Architect, Engineer, to alter in any way, any Plan, Specification, Report or Map to which the seal of a Professional Engineer, Registered Architect, Engineer or other applicably licensed professional has been applied.
- C. ERC may request any additional relief from the Engineer and must receive approval from the Owner and Engineer. The request must address financial and/or environmental long-term benefits to Owner, i.e. cost savings, etc., and must identify specific locations or areas affected. If the Application request is approved by noted entities, then the ERC shall submit Addendum language directly to the Engineer for their review and approval. ERC shall be responsible for all associated costs to NYSDOL, Architect/Engineer and Owner.
- D. Such attempts to request other items than noted in paragraph F herein below in the "Petition for Variance Relief" shall be at the ERC's own cost, risk, and discretion and requires prior approval by Engineer.
- E. The Owner, Architect/Engineer, and/or Owner's Representatives reserve the right to disallow any Variance request for any reason.
- F. <u>IF REQUIRED:</u> The following Reliefs for the Crawl Space soil Work Areas shall be addressed in the NYSDOL "Petition for Variance Relief":
 - 1. Subsequent to receipt of satisfactory visual inspection by Project Monitor, with no exceptions, the last day's PCM daily samples shall be considered "air clearance" sampling/testing.
 - 2. Other reliefs as may be requested by Contractor and approved by Environmental Consultant.

1.18 SPECIAL REQUIREMENTS

A. <u>Size, location, and quantities of all ACM's must be field verified by the ERC and the ERC is solely responsible for same.</u> Information given in Specifications and Contract Drawings, Drawing Appendices, and/or associated environmental sampling/testing reports (available electronically from Engineer) is for general orientation and information only.

B. The ERC shall have at least one English-speaking Project Manager and a minimum of one English-speaking (in the language of the Workers) NYSDOL Certified Supervisor on Site, <u>for each Work Area</u>, at all times while the Project is in progress. Such Supervisors shall also be required to be well-versed in the language of the Workers.

1.19 OWNER'S RESPONSIBILITIES

- A. Owner shall provide access to Building.
- B. Architect/Engineer shall dictate location of Staging Areas, including location of Contractors' vehicles and waste containers.
- C. The owner shall provide and pay for ERC water and electric services. ERC shall be responsible for connections and disconnections, and applicable securities, with associated materials and components requiring compliance with applicable rules and regulations, and be responsible for the cost of same in their Bid.
- D. Owner shall ensure no uncertified asbestos or PCB personnel are allowed access to active Work Areas and an additional 25' x 0" until completion of Environmental Remediation Construction Work.
- E. Owner shall advise the Environmental Site Representative of any furnishings, equipment or supplies that require turning over to Owner.
- F. ELECTRICAL: ERC shall coordinate with Owner and ESR to ensure OSHA Lock- Out/Tag-Out of all electrical systems prior to Start of Work in active Work Areas.

PART 2 - EQUIVALENCY CLAUSE, MATERIALS AND EQUIPMENT

2.1 EQUIVALENCY CLAUSE

A. Where three kinds, types, brands, manufacturers, or materials are named in these specifications, they are to be regarded as the required standard of quality and are presumed to be equal. The contractor may select one of these items or, if the contractor desires to use any kind, type, brand, manufacturer, or materials other than those named in the specifications, the contractor shall indicate in writing, when requested, and prior to the award of contract, what kind, type, brand, manufacturer or material is included in the base bid for the specified item.

2.2 MATERIALS

- A. FIBER OR METAL DRUMS: Sealable drums of 30 or 50-gallon capacity shall be of fiber or metal with tightly fitting lids. The drums and bags shall be labeled in accordance with OSHA or USEPA requirements and shall be air and watertight.
- B. REQUIRED Lockdown (binding) encapsulant shall be non-toxic and non-carcinogenic. (For ends of exposed fiberglass insulations)

<u>Products/Manufacturer:</u> "ABC Professional Asbestos Encapsulant/Sealant System for Asbestos-Containing Materials", as manufactured by Fiberlock Technologies, Inc., 150 Dascomb Road, Andover, MA 01810, telephone: 800.342.3755, fax: 978.475.6205, website: www.fiberlock.com.

Manufacturer's Contact Information:

New England and Eastern Canada Regional Sales Manager Fiberlock Technologies, Inc. 800.342.3755, Extension 225

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www.fiberlock.com

C. REQUIRED: ENCAPSULANT (LAGGING CLOTH):

Lagging Cloth shall be non-toxic and non-carcinogenic-

Products/Manufacturers: "Lag-Kote (6424 White)", as manufactured by Fiberlock Technologies, Inc., 150 Dascomb Road, Andover, MA 01810, telephone: 800.342.3755, fax: 978.475.6205, website: www.fiberlock.com.

D. REQUIRED: CAULKS, SEALANTS & RODS (ANTICIPATED):

Subsequent to acceptance of the work areas being granted by NYSDOL Site Specific Variance (by ERC) for last day's satisfactory PCM testing and subsequent to receipt of satisfactory TEM air clearance sampling/testing, the following materials and procedures shall be incorporated:

REPAIRS TO EXISTING OPENINGS (REQUIRED), Sealants & Rods

1. ALL CRACKS <3", in width or length, install:

"Titebond Radon Sealant Gray", Product Code: 3251, Color: Concrete Gray. Manufactured by Franklin International, 2020 Bruck Street, Columbus, Ohio 43207. Telephone: 800.424.9300. EQUAL OR SUBSTITUTE: Must be paintable and dry within 2-4 hours and shall comply with the following Physical and Chemical Properties:

Physical state: Liquid (Paste)
Flash Point: Closed Cup
Color: Cross

Color: Gray

Odor: Sweet, Acrylic pH: 7.5 to 9.0

Boiling/Condensation Point: >93.333 degrees C (>200 degrees F)

Melting/Freezing Point: <0 degrees C (32 degrees F)

Relative Density: 1.3 to 1.6

Vapor Pressure: 3.3 kPa (25 mm Hg) (20 degrees C)

Vapor Density: >1 (Air = 1) Volatility: 25 to 45% (v/v)

Evaporation Rate: <1 (ether (anhydrous) = 1) VOC (less water, less exempt solvents): 19 g/L (non-reactive)

Solubility: Soluble in cold and hot water

Viscosity: 450,000 cps
ASTM: C920 & C834
Grade: Class A, Type A

2. CRACKS IN EXCESS OF 3", first install (size as needed):

"CERA-ROD – Non-Gassing Heat-Resistant Backer Rod", Color: Beige. Manufactured by W.R. Meadows, Inc., Post Office Box 338, Hampshire, IL 60140-0338. Telephone: 800.342.5976, www.wrmeadows.com.

EQUAL OR SUBSTITUTE: Must comply with the following physical and chemical properties:

Physical State: Flexible, non-staining, lightweight

Flash Point: Closed cup: Not applicable

Color: Gray or Beige

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Psi: 8.0

Vapor Pressure: 55.2 KPa at 25%
Vapor Density: >1 (Air = 1)
VOC: None to Low

ASTM: D 5249, Type 1 and 3

After installation of backer rod, install the radon sealant.

E. FIRE BARRIER SEALANT/CAULK: Where/as required by function or fire code

REQUIRED – Fire Barrier Sealant/Caulk: Where/as required by Contract Drawing, function or fire code.

<u>Products/Manufacturers:</u> "3M FIRE BARRIER SEALANT/CAULK", as manufactured by 3M Company, 3M Building and Commercial Division, 3M Center, Building 223-2N-21, St. Paul, MN, 800.325.1687, www.3M.com/firestop.

F. REQUIRED – WETTING AGENT shall be non-toxic and non-carcinogenic

<u>Products/Manufacturers</u>: "Penewet (6450), as manufactured by Fiberlock Technologies, Inc., 150 Dascomb Road, Andover, MA 01810, telephone: 978.623.9987, fax: 978.475.6205, website: www.fiberlock.com.

G. REQUIRED - Low or No-Odor Mastic Remover shall be EPA approved "Green", environmentally friendly (made from American Grown Soybeans), non-toxic, non-carcinogenic and contain no dilimonene.

Products/Manufacturers for Concrete, Stone & Wood Floors: "CLEANAIRE 1500 Biodegradable Low Odor Degreaser and Mastic Remover", as manufactured by Rochester Midland Corporation, 333 Hollenbeck Street, Rochester, NY 14621, telephone: 800.388.4762, website: www.rochestermidland.com.

H. NOT APPLICABLE - Low or No-Odor Cleaning Solution shall be EPA approved "Green", environmentally friendly, non-toxic, non-carcinogenic and contain no di-limonene:

Products/Manufacturers for Concrete Floors: "ALPHA 3 Concentrated Heavy Duty Aqueous Cleaner", as manufactured by Rochester Midland Corporation, 333 Hollenbeck Street, Rochester, NY 14621, telephone: 800.388.4762, website: www.rochestermidland.com

I. REQUIRED - Fire Retardant Treated (FRT) Lumber. Note: All FRT woods and lumbers shall be in accordance with applicable NYS and federal, including ASTM, fire codes and regulations.

<u>Acceptable Products/Manufacturers:</u> "Dricon Fire Retardant Treated Indoor Wood", as manufactured by Arch Wood Products, Inc., Arch Treatment Technologies, 5660 New Northside Drive, Suite 1100, Atlanta, Georgia 30328, telephone: 678.627.2020, website: www.dricon.com.

<u>Acceptable Products/Manufacturers</u>: "FirePRO Fire Retardant Treated Wood (FRTW)", as manufactured by Western Wood Preserving Co., 1310 Zehnder Street, Sumner, Washington 98390, telephone: 800.472.7714 or 253.863.819, website: www.westernwoodpreserving.com

All wood and lumber products/systems shall be provided with fire-retardant treatment (RFT) and installed as needed for complete Work. Wood stud framing system shall be constructed with $2'' \times 4''$ wood studs with minimum 3/4'' thick sheathing, Type "X" gypsum board; or min. 3/8'' thick plywood or particleboard sheathing.

- J. REQUIRED Fire Retardant Treatment:
 - 1. Pressure impregnated fire treatment, bearing Underwriter's Laboratories, Inc. label with fire hazard classification of 25 or less or FRS classification (Guide BPVV).

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- Flame spread: Not more than 25, ASTM E-84; with no increase in fire hazard classification when test is extended to 30 minutes after being subjected ASTM D-2898.
- 2. Identification: Mark each piece with a performance identification label or mark of UL. Provide identification mark at intervals required by inspection officials having jurisdiction.
- 3. Moisture Content for Lumber and Plywood:
 - Plywood: Dry to not more than 15% moisture content after treatment.
 - Lumber: Dry to not more than 19% moisture content after treatment.
- 4. Application: Where carpentry is within the interior of the building or is directly exposed to exterior elements, including work of temporary enclosures/partitions, Isolation barriers specific.
- 5. Type of Treatment: Pressure-impregnated monomeric resin solution.
- K. REQUIRED Fire-rated Spray Foam (Sealant):

<u>Products/Manufacturers:</u> "GREAT STUFF Gaps and Cracks Insulation Foam Sealant 16oz HC QP", as manufactured by The Dow Chemical Company, 2030 Wiliard H. Dow Center, Midland, MI 48674, telephone: 800.258.2436, website: <u>www.dow.com</u>;

- L. NOT REQUIRED: Barrier Wall Film Clips (for attaching polyethylene to suspend ceiling tile grids):
 - <u>Products/Manufacturers:</u> "Barrier Wall Film Clips", Number A1022, color: Blue (designed for SCT grids), as manufactured by Koffler Sales Company, telephone: 800.355.6287, website: www.kofflersales.com/barrier-wall-film-clips.asp;
- M. Oriented Strand Board (OSB) shall not be permitted for use for any part of this Project, whether exterior or interior.
- N. Reinforced bags shall be plastic feed bags, reinforced with woven nylon.
- O. Standard bags shall be polyethylene. 6-mil mm. thickness, opaque and transparent.
- P. Marking of bag, drums and/or any packaging holding asbestos-containing waste shall be boldly marked/labeled with the following information commercially printed thereon:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
-andWASTE ASBESTOS MIXTURE
NA22 12

Non-permeable labels/tags on all ACM bags shall contain the name and address of waste generator

- R. Non-asbestos caulk/sealant shall consist of one-part Acrylic-Urethane Sealant.
- S. Duct tape, spray adhesive, etc., as needed for completion of work.
- T. WASTE DISPOSAL (ASBESTOS, PCB, AND C&D): At the conclusion of work, the ERC shall provide a letter addressed to the Owner certifying that all ACM, PCB, recycled/reused/reclaimed, and C&D materials removed from the Project Site disposed of consistent with the applicable federal, state, and/or local regulations, with attachments to that letter providing proof of transport and disposal facility.

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Q.

(Owner).

2.3 TOOLS AND EQUIPMENT

A. Provide sufficient number of high efficiency particulate absolute (HEPA)-filtered vacuum cleaners equipped with wet pick-up adapters, steel floor wands, and crevice tools as needed to complete work in accordance with the regulations.

- B. Provide sufficient number of airless sprayers capable of spraying a sufficient amount of amended water to allow continuous wetting of work.
- C. Use power tools only as necessary and as permitted by applicable regulations. Equip power tools used to drill, cut, saw or otherwise disturb ACM with HEPA-filtered local exhaust ventilation.
- D. Scaffolds, platforms, and ladders shall comply with all applicable codes. Seal scaffold or platform joints and ends with tape to prevent incursion of ACM. Make available to authorized visitors, ladders, platforms, and/or scaffolds of sufficient dimension and quantity and so that all work surfaces can be easily and safely reached.
- E. Do not use Owner's tools or equipment. The use or damage of the Owner's tools or equipment shall be deemed unacceptable, and no responsibility shall be assessed against ERC in case of damage and/or injury to Contractor/Workers or damage to the Building.

PART 3 - EXECUTIONS

3.1 STAGING AND SIGNAGE

- A. Coordinate locations of Staging Area with ESR and Owner.
- B. The Staging Area may include, but not limited to, Decontamination Units, Waste Containers, Contractors Trailers, Equipment, Vehicles, Temporary Generators and Toilet Facilities.
- C. Post warning signage in accordance with applicable regulations. Signs shall be posted at all entrances at Staging Area Site fencings, Buildings, and Work Areas.

3.2 WATER

- A. The Owner shall provide water though ERC is responsible for connections and disconnections to existing systems or maintenance. ERC shall provide and maintain hoses, piping, and valves as required for utilizing water and shall provide and maintain a hot water heater of sufficient capacity to provide hot water showers for Workers. Applicable costs shall be included as part of ERC price.
- B. RESPONSIBILITY FOR WATER TIGHTNESS: The ERC acknowledges and solely assumes full responsibility, after commencement of Work, for weather-tightness and water-tightness of the building, its structure, systems and components, and assumes sole liability for related damages to Buildings' structure, systems, components, finishes and contents, and for associated costs and expenses.
- C. ERC is solely responsible for all turn-on and turn-off of all water systems including, but not limited to, showers, water tanks, hoses, meters, etc. whether for this Work or for use by ESR. ESR or Owner will not be permitted to turn on or turn off any water source.

3.3 DEACTIVATION OF EXISTING MECHANICAL, PLUMBING, FIRE PROTECTION, FIRE ALARM, ELECTRICAL AND COMMUNICATION SERVICES

A. It is the responsibility of the ERC to deactivate all existing mechanical, plumbing, fire protection, fire alarm, electrical and communication services associated with this Site and confirm systems are

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deactivated and locked-out/tagged-out, in accordance with OSHA regulations and/or other applicable rules and regulations.

- B. If one or more of the above noted existing systems cannot be properly deactivated or may in some manner jeopardize the safety and health of the occupants or adjacent facilities, then warning identifications on activated systems and/or conduits shall be undertaken and notifications documented to affected persons/facilities.
- C. Electrical Safety Devices: ERC shall provide electrical safety devices to each Asbestos Supervisor in each Work Area to individually ensure no active electrical currents are present during Work.

3.4 TEMPORARY POWER, LIGHTING AND HEAT

- A. ERC shall provide temporary electric power supply generators where/as necessary for the performance of Work including the addressing of personnel safety, proper illumination and supply of electrical power for equipment, tools and for heat and be responsible for cost of same.
- B. Generators, if/as used or required supplementary to Owner's electrical capacity in Buildings/Spaces, shall be of adequate generating capacity and type to provide needed amount and voltage of supplied electric current, UL approved (preferably by UL Environmental) and labeled, NEC compliant and protected so as to prevent injury to Workers.
- C. Provide temporary power and panels for equipment and lighting within the Work Area as defined by governing regulations and codes.
- D. Ensure installation and use of temporary power and lighting within the Work site per applicable electrical code requirements. Provide safety lighting and ground fault interrupter circuits.
- E. Provide electrical service as needed by the Project Monitor and/or Air Sampling Technician. <u>All electric, generators</u>, etc. shall be fitted with GFCI, shall be of sufficient size and quantity for air sampling of ESR.

3.5 TEMPORARY TOILETS & SANITARY FACILITIES

A. Toilets and other necessary facilities will be provided by the Owner. ERC shall be responsible for maintenance and cleanliness from malodors and cleaned on a daily basis. Costs shall be included in ERC Price.

3.6 TEMPORARY PARTITIONS & ISOLATION BARRIERS

- A. Provide and maintain sufficient Isolation Barriers in accordance with ICR 56-7.11 (b), where/as required, with layers/mils of polyethylene sheeting where/as specified in Code Rule, or otherwise relieved, waived or modified in NYSDOL Site Specific Variance and accepted by ESR.
- B. Interior hardwall barriers shall have fire-retardant treatment constructed of min. 2" x 4" metal or wood framing spaced max. 24" O.C. and min. 0.5" fire-rated plywood sheathing. The constructed system shall be sealed with non-asbestos caulks/sealants and weather-stripping, if/as needed, to render system airtight. Avoid methods that may damage adjacent surfaces/materials.
- C. Remove polyethylene sheeting at Temporary Partitions/Isolation Barriers upon satisfactory test results of visual and air clearance sampling/testing, as applicable.
- D. Critical barriers required to complete ACM removal shall be consistent with ICR 56 requirements or as otherwise relieved, waived or modified by Environmental Site Representative.
- E. <u>Use of Oriented Strand Board (OSB) is prohibited for use in this Project, whether interior or exterior construction.</u>

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3.7 TEMPORARY PROTECTIONS

A. Provide and maintain designated Staging Area, specified elsewhere in these Specifications and Contract Drawings.

- B. Provide and maintain hardwood temporary protection over vulnerable surfaces and components, i.e. electrical panels, historic components, etc.
- C. Temporary protections of roofing, windows, doors and skylights are not included in Work of ERC.
- D. Provide two (2) layers of six (6) mil reinforced and fire-retardant polyethylene sheeting at ceiling, walls and floors in the hard-walled personal and waste decontamination units.
- E. Where required by field conditions (i.e. decontamination units, Work Area separations, electrical and mechanical components, cleanable and reusable furnishings and equipment, safety/security of Building from vandalism, etc.), ERC shall secure in such a manner to reasonably prohibit intrusion by vandals and/or other unauthorized personnel into Building; Remove sheathing and framing at completion of Phase 2 of Environmental Remediation Work and/or as requested by Owner's Representative or Environmental Site Representative.
- F. ERC shall comply with Owner's direction where Waste Containers and other Contractor's equipment/supplies are to be located.
- G. Maintain water-tightness and integrity of systems so that water and/or debris do not penetrate into Building and/or outside active Work Areas.

3.8 ENGINEERING CONTROLS

- A. Provide Engineering Controls, including Negative Pressure Units (NPU's), as required by regulations, and as needed otherwise for safe and complete Work of this Project.
- B. Submit to Environmental Site Representative, prior to Start of Work, the calculations verifying exchange of air every fifteen (15) minutes.

3.9 CONFINED SPACES

- A. Provide special procedures, entry permits, and safety means & measures, as applicable and in compliance with governing regulations, where spaces in which Work is to be performed qualify as a "Confined Space". Comply with Owner's "Confined Space Entry Program", available from Environmental Site Representative. If the Owner has no "Confined Space Entry Program", then Contractor shall be responsible for preparation and submission of same. Submit to EC for review and approval.
- B. The contractor shall be fully responsible and liable for related determinations, for procedures used, for all safety issues, and for compliance with regulations.

3.10 FALL PROECTION

- A. Provide special procedures related to Fall Protection, safety means & measures, as applicable and in compliance with governing regulations, where spaces in which Work is to be performed qualify as requiring Fall Protection.
- B. ERC shall be fully responsible and liable for related determinations, for procedures used, for all safety issues, and for compliance with regulations.

3.11 HOT WORK

- A. Comply with NYS Fire Code, OSHA as relates to all Hot Work.
- B. Conduct "Hot Watches", on 24/7 basis, in accordance with applicable regulations.

3.11.1 LEAD SAFE WORK PRACTICES

- A. Lead-Based Varnish (LBV) tested positive on varnished wood doors and frames scheduled to be removed and disposed. The location of doors are indicated on Environmental Remediation Contract Drawings.
- B. If Contractor must adhere or disturb painted surfaces, those surfaces must be assumed to contain Lead unless tested negative.
- C. During Environmental Remediation Work, protect Workers from Lead paint hazards, using "Lead Safe" practices as recommended by the National Association of the Remodeling Industry (NARI) in (http://www.leadsafeusa.com/training/guide.html) their guidance document "Remodeler's Guide to Lead Paint" to avoid exposure to Workers or others. In addition, Work shall be completed consistent with the U.S. Department of Labor Occupational Safety and Health Administration "Lead in Construction" standard. OSHA regulations require initial exposure monitoring for personnel for lead in air related to construction tasks.
- D. In accordance with OSHA 29 CFR 1926.62 "Lead Exposure in Construction; Interim Final Rule, published May 4, 1993, paragraph (d) (6) (i) "Negative Initial Determination" states "if the initial determination reveals employee exposure to be below the action level, further exposure determinations need not be repeated except as otherwise provided in paragraph (d) (7) of this section". If all construction tasks monitored are below the 8 hour TWA of 30 ug/m3, no further monitoring is necessary, unless, per paragraph (7) (d).
- E. Whenever there has been a change of equipment, process, control, personnel, or a new task has been initiated that may result in additional employees having been exposed to lead at or above the action level or may result in employees already exposed at or above the action level being exposed above the PEL, the employer shall conduct additional monitoring in accordance with this paragraph.
- F. An appropriate respirator and disposable protective clothing shall be donned by Workers when removing Lead-Containing Wood Doors and Frames and in areas of Lead delaminated and/or deteriorated painted/varnished surfaces/components. Note that regulations require a Respirator Protection Plan, Medical Monitoring, Respirator Fit Testing, etc. for persons wearing respirators.
- G. Lead-specific analysis shall be conducted in accordance with NIOSH 7082 by an independent testing laboratory (independent of all parties associated with Project, including but not limited to, Contractor(s), Subcontractor(s) and EPA/HUD Monitoring Technician).
- H. Testing Laboratory shall be applicably accredited by American Industrial Hygiene Association (AIHA) and the Environmental Lead Laboratory Accreditation Program (ELLAP).
- I. Interim controls shall be conducted in accordance with the Renovation, Repair and Painting (RRP) rules if suspect lead materials are scheduled to be abraded in the course of this Project.
- J. Notifications: In accordance with EPA 40 CFR, Part 745, Form "NOTIFICATION of Lead-Based Paint Abatement Activities", if/as applicable. Refer tohttp://www.epa.gov/lead for copy of Form.
- K. Use at all times, lead safe Work practices and procedures. Avoid creating dust and fumes wherever possible. Do not torch-cut or burn any painted surfaces. Mechanical sanding or cutting shall be only

allowed if tools are equipped with properly functioning HEPA-vacuum systems to control potential lead dust.

L. Contractor shall conduct "OSHA Initial Lead Task Monitoring/Testing" and TCLP for Lead Sampling/Testing of waste containers, if/as applicable and reasonable.

3.12 SILICA WORK PRACTICES

- A. All concrete and masonry surfaces/components shall be assumed to silica.
- B. During removal Work, protect Workers from silica dust hazards, using silica safe practices as recommended by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA) in their guidance document "A Guide to Working Safely with Silica" (www.msha.gov/S&HINFO/SILICO/SILICAX.pdf) to avoid exposure to Workers or others.
 - In addition, Work shall be completed consistent with the OSHA "Respiratory Protection Standard", 29 CFR 1910.134 and 29 CFR 1926.103, effective April 8, 1998, or most current regulation
- C. Use at all times, silica safe Work practices and procedures. Use wet methods and avoid creating dust at all times. Mechanical sanding or cutting shall be only allowed if tools are equipped with properly functioning HEPA-vacuum systems to control potential silica dust.
- D. Comply with most recent revised OSHA 1910.1053 "Respirable Crystalline Silica", effective June 23, 2016.
- E. Contractor shall conduct "OSHA Initial Silica Task Monitoring/Testing". Dispose of waste as Construction & Demolition (C&D) Debris.

3.13 WORK AREA PREPARATION, SPECIAL REQUIREMENTS

A. ISOLATION OF WORK AREA

- 1. A Work Area shall be isolated at all times from all other areas, spaces, or other parts of the buildings, or from related spaces isolated or protected by Isolation Barriers-specific (Critical Barriers), from commencement to completion of Environmental Remediation Work in a given Work Area.
- 2. Work of environmental remediation may commence in a Work Area only after said Area passes inspection to ensure completeness of preparatory work and the Environmental Site Representative is notified and subsequently takes no exception to the commencement of abatement work.
- 3. "AIRLOCKS": Airlocks for donning and removing PPE, contaminated equipment and supply storage, etc., shall be installed at the entrance to each Work Area and to the "Waste-Out" of each Work Area and shall be constructed as follows:

FLOOR OF AIRLOCK:

• One (1) layer of min. six (6) mil fire-retardant reinforced polyethylene sheeting sealed with duct tape over "Ram Board" floor protection;

AIRLOCK, ATTACHED TO WORK AREA:

• Minimum three-foot (3' X 0") width and min. four foot (4' x 0") in length and support by min. 2' x 4' fire-rated wood or metal framing system; Seal airtight with duct tape.

THREE FLAP AIRLOCK TO EACH ROOM:

• Construct two (2) layers of three (3) overlapping and weighted sheets of six mil fire retardant polyethylene sheeting enclosure at entrance to each room.

B. GENERAL

1. Provide Work of Environmental Remediation and cleaning/decontamination where and as specified in Specifications and Contract Drawings.

- 2. Perform Work in a systematic manner. Use such methods as required to complete Work indicated on Drawings in accordance with Construction Schedule, and with governing regulations.
- 3. If unanticipated mechanical, electrical, or structural elements that conflict with Work are encountered, investigate and measure both nature and extent of the conflict. Submit report in written, accurate detail. Pending receipt of directive, rearrange Work as necessary to maintain overall job progress.
- 4. Cover and protect equipment and controls from contamination and/or damage when Work is performed in areas where such items have not been removed.
- 5. Ensure to adequately support any materials that were adequately supported but may not be subsequent to remediation Work.
- 6. Carefully remove, clean/decontaminate and turn over to Environmental Site Representative those items requested by Owner's Representative. Store for reuse and/or reinstallation, or turn over to Owner's Representative as directed.
- 7. Protections: Provide temporary facilities and controls and other forms of protection to protect general public from injury and from health hazards due to Work of this Project.
- 8. Provide protective measures as required to provide free and safe passage of Workers and occupants (related to the construction), to and from adjacent facilities and Worker occupied portions of subject Building. Provide interior and exterior shoring, bracing, or supports to prevent movement, settlement or collapse of structures or elements of Buildings.
- 9. Protect from damage existing Work that is to remain in-place.
- 10. Provide temporary weather/water protection during the interval between <u>removal of existing</u> and installation of new construction, to ensure that no water leakage or damage, direct or <u>consequential</u>, occurs to structure, systems, or interior spaces of Buildings.
- 11. Provide Isolation Barriers-specific (Critical Barriers) to isolate Work Areas from other adjacent areas or spaces.
- 12. Traffic: Ensure minimum interference with roads, walks and other adjacent occupied or used facilities. Do not close, block or otherwise obstruct exits, exit-ways, roads, walks, or other occupied or used facilities without written permission from the Environmental Site Representative. Provide alternate routes around closed or obstructed traffic ways, as required.
- 13. Environmental Controls: Use temporary enclosures and other methods and controls to limit migration of dust, dirt, noise and odor. Comply with governing regulations pertaining to environmental protection and controls.

C. SPECIAL REQUIREMENTS

1. All Work shall be supervised by ERC's "Competent Person" (as defined by OSHA regulations) for asbestos, PCB's and any other hazardous or universal materials.

2. Provide plywood protection over new and existing vulnerable surfaces in all areas that receive foot traffic and/or equipment traffic during construction.

- 3. Provide wood or other material sufficient to protect grounds and/or pavement areas where heavy equipment and waste containers are located. ERC shall be responsible for repairs to any damaged grounds or pavement areas due to its negligence.
- 4. Prior to commencement of asbestos abatement, pre-cleaning of gross amounts of "loose" damaged and deteriorated lead-based paints, all surfaces of non-removable appurtenances and equipment, shall be wet cleaned by the ERC and then protected by Isolation Barriers- specific ("Critical Barriers").
- 5. Provide temporary enclosures ("Isolation Barriers," "Critical Barriers") as and where required by regulations of NYSDOL, OSHA and EPA, or by Variances.
- 6. All barriers shall be inspected by the asbestos abatement ERC's supervisor at least twice daily, before the start of and following the completion of the day's abatement activities. Inspections are also required on days when there is no Phase II work or support activities scheduled. Inspections and observations shall be documented by the asbestos abatement contractor's supervisor in a daily project log.
- 7. ERC shall assign Work of daily repairs (of damaged/defective polyethylene sheeting) and of daily housekeeping as a permanent assignment, to reliable and conscientious personnel, directly responsible to the ERC's Project Manager/Supervisor at Site.
- 8. Clean/decontaminate from asbestos fibers removed and temporarily disconnected electrical, communication and mechanical components (light fixtures, lamps, smoke/fire detectors, thermostats, exit lights, cables, etc.).
- 9. Application of wetting agent:
 - a. Asbestos-containing and PCB-containing materials to be cut or removed shall be thoroughly wetted immediately prior to stripping and/or tooling to prevent the release of visible emissions into the air. Wetting shall be accomplished by a fine spray of wetting agent. All ACM's/PCB's shall be saturated at all times within the Work Area. All non- hygroscopic asbestos material shall be wetted on a continuous basis.
 - b. Product mix: Mix products with water, rate of dilution shall be as recommended by product manufacturer.
 - Application and spreading rate shall be in accordance with the product manufacturer's instructions/recommendations.
 - d. Where ACM materials to be removed contain amosite type asbestos, ERC shall determine, in field, the most suitable wetting agent and removal procedures which would provide maximum safety conditions in the Work Area.
 - **NOTE**: Wet removal as specified herein is required unless damage to equipment resulting from the wetting would be unavoidable. In such cases, the ERC shall first seek, from USEPA and from NYSDOL, a written approval of alternate procedures suggested by ERC. Copies of such approvals, if obtained, shall be submitted to the Owner before work commences.
- 10. ERC shall determine, through testing on small areas, the most applicable product, procedures of removal and tools the ERC intends to use. Results of said testing and of intended procedures shall be reported to the Owner. Procedures contrary to or not permitted by Requirements, Specifications or Drawings of this Project, or procedures which the Owner or Owner objects to, shall not be used.

11. <u>WATER LEAK PROTECTION:</u> ERC is solely responsible for utilizing water hoses and associated parts and equipment that shall sustain integrity of the water control system throughout the duration of this project. Hoses shall be inspected a minimum of (4) times per day and especially at the end of each work shift. Water shall be shut off and hoses shall be disconnected from the water source.

- 12. The use of power washing as a sole means of asbestos removal is not permitted.
- 13. Manual methods shall be used, whenever possible, for cutting any ACM's.
- 14. Cutting, drilling, sawing, abrading or penetrating otherwise any ACM shall be done in a manner which eliminates or minimizes as much as physically possible the dispersal of asbestos fibers into the air.
- 15. Flame cutting or plasma cutting is not permitted.
- 16. Use of pneumatic hammers, or other impact or vibration causing tools or equipment, is not permitted.
- 17. Ventilation for power tools: Power tools used to drill, cut through or into, grind or otherwise disturb ACM, shall be equipped with HEPA filtered local exhaust ventilation. Use specialized equipment such as drills or saws having integral ventilating hoods which are connected to a HEPA vacuum with a flexible hose. Handle and dispose of HEPA filters as ACM/PCB.
- 18. Asbestos and PCB containing material on detachment from the substrate, while still wet, shall be directly double-bagged at point of its removal, or dropped into a flexible catch basin at the point of its removal and, while still wet, subsequently double bagged in specified Standard Bags (first bags opaque, second bags transparent). Removed asbestos- containing materials having rigid edges or corners shall be first bagged into the specified Reinforced Bags and then double bagged into specified Standard Bags.
- 19. Nylon bristle brushes, and not wire brushes, shall be used where necessary for removal of finer asbestos-containing particles from substrate.
- 20. Removed miscellaneous metal & sheet metal, other sharp-edged components, etc. shall be placed directly into drum lined with 6 mil specified Standard Sheeting, drums sealed airtight, labeled and disposed unopened at the waste disposal site.
- 21. Large components, removed intact, shall be sprayed thoroughly with lockdown encapsulant and wrapped in two layers of at least 6 mil specified Standard Sheeting, secured and made airtight with tape. Removed large components having sharp or rigid edges or corners shall be first wrapped in one layer of specified Reinforced Sheeting and then wrapped in second layer of specified Standard Sheeting.
- 22. Frequent cleanup and bagging/packaging of removed materials, while still wet, and of used protective clothing, etc. shall be done to prevent accumulation of such materials in the Work Area. The frequency of cleanups during asbestos removal shall be in accordance with Code Rule 56.
- 23. All equipment and all bagged/packaged or otherwise containerized waste shall pass through the Waste Decontamination Unit, and their surfaces shall be cleaned prior to removing them from the Waste Decontamination Unit.
- 24. COMPLETION DETERMINATIONS: At completion of Work, Work Area must be cleaned and decontaminated as determined by inspection of Owner or visual inspection by Project Monitor

- as required by New York State ICR56 and as determined by satisfactory results of clearance environmental air monitoring/testing, unless otherwise noted.
- 25. AT END OF EACH WORK SHIFT: ERC shall ensure that all water is shut-off, hoses disconnected and all water sources terminated.
- 26. If a Work Area fails to satisfactorily meet the Completion Determinations it shall be recleaned by ERC. Clearance air monitoring/testing shall be repeated, at ERC's expense. Recleaning and air monitoring/testing shall be repeated until the Work Area satisfactorily passes the Completion Determinations.
- 27. ERC shall install non-hazardous, fire-rated foam insulation at electrical component and mechanical systems where penetrating through walls/ceilings.
- 28. At no time shall axes be used in the remediation of any ACM's/PCB's, no matter location and type of material.

3.14 ERC'S RESPONSIBILITIES & LIABILITIES, INDEMNIFICATION

- A. Comply with pertinent provisions in Architect, Engineer's Contract Specifications, Division 00's and 01.
- B. By entering into the Contract for this Work:
 - 1. The ERC acknowledges and solely assumes full responsibility, after commencement of Work, for weather-tightness and water-tightness of the Building, its structure, systems and components, and assumes sole liability for related damages to Buildings' structure, systems, components, finishes and contents, and for associated costs and expenses.
 - 2. The ERC, expressly and unequivocally, agrees to indemnify and to hold harmless the Owner, the Architect/Engineer, the Environmental Consultant, the Environmental Site Representative, the ESR, including their Consultants, agents and employees, from any and all allegations, claims, liabilities and expenses, in connection with bodily injury, illness, sickness, property damage, arising from Work performed, not performed or which should have been performed, and especially those arising in connection with asbestos or weather-tightness and water-tightness, whether based upon the performance of services by the Owner, the Architect/Engineer, the Environmental Consultant, the ESR, including their Consultants, agents and employees, or based on claims against the Owner, the Architect, Engineer, the ESR, including their Consultants, agents and employees, and arising from the Work of others.

3.15 HANDLING AND DISPOSAL OF ACM/PCB AND ASEBSTOS /PCB CONTAMINATED WASTE

- A. It is the responsibility of the ERC to comply with current federal, state, and local regulations concerning the waste handling, transportation, and disposal of ACM/PCB and non- ACM/PCB.
- B. All friable ACM/PCB, non-friable ACM/PCB and non-asbestos Construction & Demolition (C&D) wastes shall be disposed at the permitted landfill.
- C. ERC shall immediately remove waste containers from Site once filled to capacity.
- D. Cleaned/decontaminated materials, where/as feasible, shall be recycled at a properly permitted facility.
- E. At the conclusion of Work, the ERC shall provide a letter addressed to the Owner certifying that all ACM/PCB, recycled/reused/reclaimed, and C&D materials removed from the Project Site disposed of consistent with applicable federal, state, and/or local regulations, with attachments to that letter providing proof of transport and disposal at disposal facility.

F. Handling of Contaminated Water and Wastewater: Collect and dispose of all water potentially-contaminated by abatement activities off-site, in accordance with the applicable regulations and requirements specified herein.

- G. Transportation of Waste: Transport waste in sealed drums or in permitted waste container lined with two (2) layers six (6) mil reinforced, fire-retardant polyethylene sheeting overlapped and sealed with duct tape.
- H. Asbestos/PCB Waste Shipment Records: The ERC shall prepare all waste shipment records. Completed waste shipment records signed by the ERC, all transporters, transferors, disposal and/or processing facilities shall be provided to the Owner within 30 days of the time at which the asbestos containing wastes are received at the disposal and/or conversion facilities, which shall be no longer than 40 days after the waste was accepted by the initial transporter. The waste shipment record shall specify the designated number of bags or cubic yards of asbestos waste.

3.16 ENVIRONMENTAL REMEDIATION SCHEDULE

A. TIME IS OF THE ESSESNCE. Environmental Remediation shall be performed within the time limits established in the Construction Documents.

3.17 CONTINUOUS CLEANING & REPAIR OF DAMAGED SURFACES

- A. Clean ACM/PCB contaminated water from Work areas regularly and routinely so as not to leak into non-Work Areas and/or cause damage to Site or adjacent Buildings' integrity or to cause unnecessary additional clean-ups of contaminations.
- B. Clean existing surfaces, repair damages, restore existing facilities or surfaces to their original condition at cost of ERC, including additional Project & Air Monitoring, if/as required for Additional Work caused by ERC, i.e. damaged floors underneath decontamination units, contaminated carpets not well-protected by ERC's Work, etc.
- C. Store and dispose of all wastes as required by the applicable regulations.

3.18 FINAL CLEAN UP

- A. Removal of waste: All containerized waste shall be removed from the site immediately upon waste containing being filled to capacity.
- B. Removal of Tools and Equipment: Remove all tools and equipment from the Work area immediately after Work is complete. Place in sealed airtight hardwall container and decontaminate within the ERC's own off-site facilities.
- C. Perform a complete visual inspection of the Work Areas and areas adjacent to the Remediation, in association with ESR and CM, area under adequate lighting to ensure the Work area is free of visible ACM/PCB, debris, and dust prior to the start of any demolition of non-abatement activities.
- D. ERC shall satisfactorily restore and repair any damages to Site and/or adjacent properties to the complete satisfaction of the Owner and ESR and at ESR sole expense.
- E. Upon receipt of satisfactory air clearance testing, conduct demobilization activities.

END OF SECTION

LEGEND

DESCRIPTION OF SYMBOLS

- REMOVE AND DISPOSE ASBESTOS CONTAINING MATERIAL (ACM) RESILIENT FLOOR TILES, WALL BASE, INCLUDING THEIR MASTIC AND LEVELERS AND FLOORING SUBSTRATE



GENERAL NOTES

- 1. "GENERAL NOTES" APPLY TO ENVIRONMENTAL REMEDIATION AND INCIDENTAL DEMOLITION CONTRACT SPECIFICATIONS, CONTRACT DRAWINGS, VARIANCE AND **ENVIRONMENTAL REPORTS AS IT RELATES TO ASBESTOS CONTAINING MATERIAL** (ACM) CONSTRUCTION WORK.
- 2. CONTRACTOR IS SOLELY RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES QUANTITIES PROVIDED BY THE ENVIRONMENTAL PROJECT DESIGNER ARE A GUIDANCE TOOL FOR INFORMATION ONLY FOR THE ENVIRONMENTAL REMEDIATION CONTRACTOR (ERC). QUANTITIES OF CONTAMINANTS ARE PROVIDED SPECIFIC FOR THIS PROJECT ON EACH CONTRACT DRAWING.
- 3. ENVIRONMENTAL REPORTS: ASBESTOS, PCB AND LEAD REPORTS, IF AVAILABLE, ARE INCLUDED IN
- APPENDICES OF THE CONTRACT SPECIFICATIONS. 4. COORDINATION WITH CONTRACT DRAWINGS AND PROJECT MANUAL: RENOVATION WORK REQUIRES CLOSE COORDINATION BETWEEN THE ENVIRONMENTAL REMEDIATION CONTRACTOR (ERC) WITH NON-ENVIRONMENTAL REMEDIATION CONTRACTORS. ERC WORK SCHEDULES, ASSISTANCE WITH GENERAL CONTRACTOR IN LOCATIONS WHERE MATERIALS AND PRODUCTS REQUIRE REMOVALS, INSTALLATIONS ON, OR ADJACENT TO, ENVIRONMENTALLY - CONTAINING OR ENVIRONMENTALLY -CONTAMINATED SURFACES AND COMPONENTS. WHEN REQUIRED, NON- ENVIRONMENTAL REMEDIATION CONTRACTOR SHALL PROVIDE CERTIFIED RESTRICTED ASBESTOS HANDLER, I.E. ELECTRICAL, PLUMBING, MECHANICAL AND DATA COMMUNICATIONS TO DETACH SUCH MATERIALS, WHERE
- ATTACHED TO ACM'S/PCB'S. 5. PRIOR TO BEGINNING ABATEMENT, ERC SHALL COORDINATE ALL REMOVALS BY MARKING THE COMPONENTS TO BE ABATED AND CONDUCTING A PRE ABATEMENT MEETING WITH THE A/E. ENVIRONMENTAL PROJECT DESIGNER. MECHANICAL CONTRACTOR AND ELECTRICAL CONTRACTOR.
- 6. ERC SHALL BE RESPONSIBLE TO RE -INSTALL ANY SYSTEM COMPONENT REMOVED DURING ABATEMENT THAT IS NEEDED FOR NEW SYSTEM COMPONENT INSTALLATIONS.

INTENT AND PURPOSE OF ENVIRONMENTAL REMEDIATION AND INCIDENTAL **DEMOLITION CONSTRUCTION WORK**

- THE INTENT AND PURPOSE OF THIS ENVIRONMENTAL REMEDIATION AND INCIDENTAL DEMOLITION PROJECT IS TO CONDUCT:
- 1. ALL WORK SHALL BE CONDUCTED IN COMPLIANCE WITH SPECIFICATIONS AND CONTRACT DRAWINGS PREPARED BY HIGHLAND ASSOCIATES. 2. 2020 NYS FIRE CODE:
- COMPLY WITH NYS FIRE CODE WITH RESPECT TO NUMBER, TYPE AND LOCATIONS OF ACCESS AND EGRESS AND FOR "HOT WORK", ALONG WITH ANY OTHER APPLICABLE REGULATIONS IN THE CODE.
- 3. NYSDOL SITE SPECIFIC VARIANCES BY ERC: ERC SHALL APPLY, AND PAY FOR FEE, FOR
- NYSDOL SITE SPECIFIC VARIANCE. REFER TO CONTRACT SPECIFICATION SECTION 02 82 00 "ENVIRONMENTAL REMEDIATION AND INCIDENTAL DEMOLITION", PARAGRAPH PART 1, PARAGRAPH 1.17 "VARIANCES" FOR RELIEFS REQUIRED TO BE REQUESTED ALONG WITH OTHER SPECIFICS.
- 4. MEANS AND METHODS: UNLESS OTHERWISE NOTED IN ENVIRONMENTAL SPECIFICATIONS OR CONTRACT DRAWINGS, "MEANS AND METHODS" OF REMOVALS, DETACHMENTS OF MATERIALS SCHEDULED FOR REMOVALS, WASTE CHARACTERIZATION, AND WASTE DISPOSAL ARE THE RESPONSIBILITY OF THE ERC.
- 5. ASBESTOS CEMENTITIOUS FITTING INSULATIONS: GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR HAVING A PROJECT MANAGER AND ASBESTOS SUPERVISOR "COMPETENT PERSON" IN IDENTIFYING HAZARDOUS MATERIALS SO THEY ARE NOT DISTURBED. IF DISTURBED, IMMEDIATELY STOP WORK AND REPORT TO ENVIRONMENTAL PROJECT MONITOR.
- 6. FINAL VISUAL INSPECTION:
- FINAL REMOVALS AND CLEANING/DECONTAMINATION SHALL BE CONDUCTED TO THE COMPLETE SATISFACTION OF THE OWNER, ENGINEER, ASBESTOS PROJECT DESIGNER AND ENVIRONMENTAL SITE REPRESENTATIVE IN ACCORDANCE WITH ASTM E1368-14 AS DIRECTED BY ENVIRONMENTAL SITE REPRESENTATIVE.

CONSTRUCTION SCHEDULE

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ENGINEER SHALL DESIGNATE SPECIFIC DATES AND TIMES OF THE FINAL CONSTRUCTION SCHEDULE. WORK IS GENERALLY TO BE COMPLETED WITHIN THE CONTRACT TIMES.

LABOR FORCE REQUIREMENTS:

NUMBER AND SIZE OF WORK AREAS ARE INTENDED FOR DETERMINATION OF OWNER'S ESR. WORK AREAS ARE BASED ON:

INDICATED ON CONTRACT DRAWINGS.

WHERE/AS INDICATED ON CONTRACT DRAWINGS.

- REMOVE AND DISPOSE LEAD CONTAMINATED DOORS AND FRAMES, WHERE/AS

-EIGHT (8) HOUR WORK DAYS, TWO (2) CONTIGUOUS WORK SHIFTS, WITH DIFFERENT LABOR FORCE ON EACH EIGHT (8) HOUR SHIFT AND; -FIVE (5) DAYS PER WEEK.

THIS REQUIREMENT IS REQUIRED TO BE INCLUDED IN THE "PRIOR TO WORK" WORK PLAN SUBMISSION.

CHANGES OF NUMBER AND SIZES OF WORK AREAS DUE TO ERC NOT PROVIDING AND MAINTAINING MULTIPLE, QUALIFIED AND EFFICIENT WORKERS THAT RESULT IN INCREASES IN OWNERS COSTS SHALL BE THE FINAL COST BURDEN OF THE ERC. INCREASED COSTS TO THE OWNER AND ENGINEER ARE THE SOLE RESPONSIBILITY OF THE ERC AND SHALL BE DEDUCTED FROM FINAL CONTRACT PRICE.

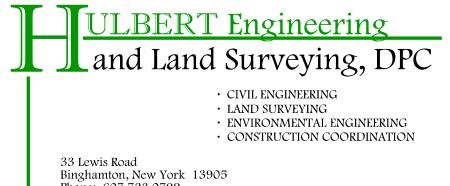
WORK AREAS, LABOR FORCE REQUIREMENTS AND NUMBER OF WORK DAYS: CONSTRUCTION SCHEDULE SHALL BE DETERMINED BY ENGINEER. FOR PURPOSES OF DETERMINING GENERAL CONTRACTOR CONTRACT PRICE, THE ERC SHALL USE A MAXIMUM NUMBER OF WORK AREAS, AS **FOLLOWS:**

2025, 1 ASBESTOS SUPERVISOR, 15 ASBESTOS WORKERS EACH ON 1ST AND 2ND SHIFT, 20 DAYS TOTAL.

CAPITAL PROJECTS

PHASE 2 HS SED #03-15-02-06-0-011-027 K-8 SED #3-15-02-06-0-020-017 BG SED #3-15-02-06-5-010-011 BSN SED #3-15-02-06-4-015-006







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ABATEMENT NOTES PROJECT NO.: DRAWN BY: ZJM CHECKED BY:

Capital Project 2025 2026 Phase 2

2024-239P GHH HS 12-01-2025

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