

**RFP NO. 315016**



DANE COUNTY DEPARTMENT OF PUBLIC WORKS,  
HIGHWAY AND TRANSPORTATION

PUBLIC WORKS ENGINEERING DIVISION  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713

**REQUEST FOR PROPOSALS NO. 315016  
ASBESTOS ABATEMENT  
VARIOUS FUTURE DANE COUNTY PROJECTS  
DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713**

Due Date / Time: **THURSDAY, FEBRUARY 12, 2015, 2:00 P.M.** Location: **PUBLIC WORKS OFFICE**

Performance / Payment Bond: **100% OF CONTRACT AMOUNT**

Bid Deposit: **5% OF BID AMOUNT**

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FOR INFORMATION ON THIS REQUEST FOR BIDS, PLEASE CONTACT:

ROB NEBEL, ASSISTANT PUBLIC WORKS DIRECTOR  
TELEPHONE NO.: 608/267-0119  
FAX NO.: 608/267-1533  
E-MAIL: [NEBEL@COUNTYOFDANE.COM](mailto:NEBEL@COUNTYOFDANE.COM)

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# DANE COUNTY DEPARTMENT of PUBLIC WORKS, HIGHWAY & TRANSPORTATION

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County Executive  
Joseph T. Parisi

1919 Alliant Energy Center Way ♦ Madison, Wisconsin 53713  
Voice and TDD Phone: (608) 266-4018 ♦ FAX: (608) 267-1533

Commissioner / Director  
Gerald J. Mandli, P.E.

January 30, 2015

## REQUESTS FOR PROPOSALS

Dane County is inviting proposals for asbestos abatement services. To perform all operations in connection with asbestos abatement, encapsulation, removal and related work specified within RFP 315016 for various future Dane County projects. The proposal is for on-call services, with an initial contract duration of five years. Work to be performed will be authorized by Notice to Proceed issued by the County specific to the applicable project, and shall be invoiced accordingly, such that it can be tied to a specific County project. The contract will not guarantee the amount of work, if any, available under the contract. Proposals are due on or before **2:00 p.m., THURSDAY, February 12, 2015.**

### 1. GENERAL INFORMATION

The selected Professionals shall provide the following specific services as described below.

A. Dane County is inviting proposals for professional Asbestos Abatement services. In order to improve the speed and efficiency of providing abatement services when needed on various future Dane County projects. These services will be for on-call services, over the contract duration of five years and there is not guarantee the amount of work, if any, available under the contract.

- To remove all asbestos containing materials (ACM), and presumed asbestos containing materials (PACM) in specifically identified properties, as required by applicable governmental agencies, including, but not limited to WDNR, DSH, EPA, and applicable municipalities and ordinances.
- Scope of work excludes Inspection. (All inspection will be performed by a Certified Asbestos Inspector and samples to be analyzed by an accredited lab.)
- All applicable permits and fees will be filed, and paid for, as required by law, by the abatement contractor.
- Transportation and disposal of ACM, or PACM, will be done in accordance to applicable regulatory agencies, including, but not limited to DOT, DNR, EPA...Disposal of regulated asbestos containing material (RACM) and other applicable waste will be done at the Dane County Landfill, located at **7102 US Hwy 12, Madison WI 53718**, unless otherwise directed by Dane County.

B. To be considered for this project, the contractor must meet or exceed the following criteria:

- Have more than one certified Asbestos Abatement professional as a responsible member of the firm.
- Have been in business for a period of not less than five (5) years.
- Must have been responsible for the Asbestos Abatement of projects similar in size and complexity to municipal projects completion of at least three (3) similar type projects.

## **SPECIAL INSTRUCTIONS**

Please be sure to complete one unbound original and four bound copies of the entire proposal package. To return your proposal, please follow these instructions:

1. Place the signed Signature Page on top as page 1.
2. Place the signed Fair Labor Practices Certification after the Signature Page as page 2.
3. Place the Proposal information (Including the Bid Form) after the Fair Labor Practices Certification.
4. Place the Equal Benefits Compliance Payment Certification after the Proposal information.
5. Clearly label your envelope containing your proposal in the lower left-hand corner as follows:

Proposal No. 315016  
2:00 p.m., Thursday, February 12, 2015

6. Mail to:  
Rob Nebel, Assistant Public Works Director  
Dane County Department of Public Works, Highway & Transportation  
1919 Alliant Energy Center Way  
Madison, Wisconsin 53713

If you need any additional information about this Request for Proposals, please call Rob Nebel at 608/267-0119 or 608/575-0890 or send email to [neitzel-knox@countyofdane.com](mailto:neitzel-knox@countyofdane.com).

Sincerely,  
*Rob Nebel*  
*Assistant Public Works Director*  
Encl.: Request for Proposals No. 315016 Package

## **TABLE OF CONTENTS FOR RFP NO. 315016**

### **PROPOSAL CONTENTS**

- RFP Cover
- RFP Cover Letter
- Table of Contents
- Request for Proposal (Legal Notice)
- Signature Page and Additional Dane County Requirements
- Asbestos Report Cover Page
- Asbestos Laboratory Report
- Bid Form
- Fair Labor Practices Certification
- Sample Public Works Contract
- Equal Benefits Compliance Payment Certification
- Conditions of Contract
- Supplementary Conditions

### **DIVISION 01 - GENERAL REQUIREMENTS**

- 01 00 00 - Basic Requirements
- 01 74 19 - Recycling

### **DIVISION 02 - SITE CONSTRUCTION**

- 02 82 13- Asbestos Abatement

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## LEGAL NOTICE

### REQUEST FOR PROPOSALS

Dane County Public Works, Highway & Transportation Dept., 1919 Alliant Energy Center Way, Madison, WI 53713, will receive sealed Proposals until:

**2:00 P.M., THURSDAY, FEBRUARY 12, 2015**

#### **REQUEST FOR PROPOSALS NO. 315016**

#### **ASBESTOS ABATEMENT**

#### **AT VARIOUS FUTURE DANE COUNTY PROJECTS**

#### **DEPARTMENT OF PUBLIC WORKS, HIGHWAY & TRANSPORTATION**

#### **1919 ALLIANT ENERGY CENTER WAY**

#### **MADISON, WISCONSIN 53713**

Dane County is inviting proposals for asbestos abatement services. To perform all operations in connection with asbestos abatement, encapsulation, removal and related work as shown on drawings and/or specified herein Nurse's Dorm at the Department of Human Services at 1202 Northport Drive, Madison WI, and for various future Dane County projects. The bid is for on-call services, with initial contract duration of five years.

Request for Proposals package may be obtained after **2:00 p.m. on Friday, January 30, 2015** by downloading it from [www.countyofdane.com/pwht/bid/logon.aspx](http://www.countyofdane.com/pwht/bid/logon.aspx). Please call Rob Nebel, Assistant Public Works Director, at 608/267-0119 or 608/575-0890, for any questions or additional information.

All Proposers must be a registered vendor with Dane County & pay an annual registration fee & must be pre-qualified as a Best Value Contractor before award of Agreement. Complete Vendor Registration Form at [www.danepurchasing.com/registration](http://www.danepurchasing.com/registration) or obtain one by calling 608/266-4131. Complete Pre-qualification Application for contractors at: [http://www.countyofdane.com/pwht/BVC\\_Application.aspx](http://www.countyofdane.com/pwht/BVC_Application.aspx)

**PUBLISH: 01/30/2015 & 02/06/15 - WISCONSIN STATE JOURNAL  
01/30/2015 & 02/06/15 - THE DAILY REPORTER**

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**SIGNATURE PAGE**

**County of Dane**  
 DEPARTMENT OF ADMINISTRATION  
**PURCHASING DIVISION**  
 Room 425, City-County Building  
 210 Martin Luther King, Jr. Blvd.  
 Madison, Wisconsin 53703  
 (608) 266-4131

COMMODITY / SERVICE: <b>Professional Abatement Services</b>			
REQUEST FOR PROPOSAL NO.: 315016	PROPOSAL DUE DATE: 02/12/2015	BID BOND: N/A	PERFORMANCE BOND: N/A
<p align="center"><b>PROPOSAL INVALID WITHOUT SIGNATURE</b></p> <p>THE UNDERSIGNED, SUBMITTING THIS PROPOSAL, HEREBY AGREES WITH ALL TERMS, CONDITIONS AND REQUIREMENTS OF THE ABOVE REFERENCED REQUEST FOR PROPOSAL, AND DECLARES THAT THE ATTACHED PROPOSAL AND PRICING ARE IN CONFORMITY THEREWITH.</p>			
SIGNATURE OF PROPOSER REQUIRED: (Do Not Type or Print)		DATE:	
SUBMITTED BY: (Typed Name)		TELEPHONE: (Include Area Code)	
COMPANY NAME:			
ADDRESS: (Street, City, State, Zip Code)			

**CONTRACT COMPLIANCE PROGRAM WORKSHEET**

- A. Dane County has an established Contract Compliance Program that encourages targeted groups identified below to do business with Dane County, and requires Dane County to actively solicit bids from these businesses.
- B. Information from your response to this worksheet will be entered in the Purchasing Division's Advanced Procurement Systems database to provide data that will be valuable to Dane County's Contract Compliance Program as well as establishing computerized bidder lists for future solicitations. All vendors will be added to the database whether or not they qualify as a targeted business.
- C. **Contract Compliance Program:** Following are abbreviated definitions of ethnic and group codes used by Contract Compliance Program. See reverse side for full definitions:
  - 1. DBE Disadvantaged Business Enterprise
  - 2. MBE Minority Business Enterprise
  - 3. WBE Women Business Enterprise
  - 4. ESB Emerging Small Business
- D. Please select category / categories that best describe your business by marking letter for each column in box provided at bottom of column:

<input type="checkbox"/> D	DBE	<input type="checkbox"/> B	African American	<input type="checkbox"/> L	Male	<input type="checkbox"/> E	ESB
<input type="checkbox"/> M	MBE	<input type="checkbox"/> H	Hispanic American	<input type="checkbox"/> F	Female		
<input type="checkbox"/> W	WBE	<input type="checkbox"/> N	Native American / American Indian				
		<input type="checkbox"/> A	Asian Pacific American				
		<input type="checkbox"/> I	Asian-Indian American				
↓		↓		↓		↓	
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

- E. I hereby certify that all of the above information given is true. If no category / categories are marked, I do not meet the requirements for any of the targeted groups.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(over)

## DANE COUNTY CONTRACT COMPLIANCE PROGRAM DEFINITIONS

- A. **Disadvantaged Business Enterprise (DBE):** A small business concern:
1. Which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  3. Socially and Economically Disadvantaged Individuals:
    - a) Any person having a current Section 8 (a) Certification from the Small Business Administration is considered socially and economically disadvantaged.
    - b) Individuals who are citizens of the United States (of lawfully permanent residents) are socially and economically disadvantaged:
      - 1) Women;
      - 2) Black Americans, which includes persons having origins in any of the black racial groups of Africa;
      - 3) Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central, or South American, or other Spanish or Portuguese culture or origin, regardless of race;
      - 4) Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
      - 5) Asian-Pacific Americans, which includes persons whose origins are from Burma, Thailand, Malaysian, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust territories of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, or the Commonwealth of the Northern Mariana Islands; and
      - 6) Asian-Indian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.
- B. **Minority Business Enterprise (MBE):** A minority person(s) owned and controlled independent and valid business concern. A minority person(s) must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- C. **Women Owned Enterprise (WBE):** A woman or women owned and controlled independent and valid business concern. A woman or women must own fifty-one percent (51%) of the business and must control the management daily operation of the business.
- D. **Emerging Small Business (ESB):**
1. An independent business concern that has been in business for at least one (1) year.
  2. Business is located in the State of Wisconsin.
  3. Business is comprised of less than twenty-five (25) employees.
  4. Business must not have gross sales in excess of three million over the past three (3) years.
  5. Business does not have a history of failing to complete projects.

**THIS PAGE IS FOR PROPOSERS' REFERENCE AND NEED NOT BE SUBMITTED WITH PROPOSAL.**

**PROPOSERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

Any person proposing on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Complete a Vendor Registration Form at:  
www.danepurchasing.com/registration  
or obtain one by calling 608/266-4131.

**EQUAL BENEFITS REQUIREMENT**

By submitting a Proposal, the contractor / consultant acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor / Consultant shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. For more information: [www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

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## **ASBESTOS ANALYTICAL LABORATORY REPORT**

**BID NO. 315016**

**PROJECT: ASBESTOS ABATEMENT**

**VARIOUS FUTURE DANE COUNTY PROJECTS**

### **REPORT DATA**

Analytical results by the Wisconsin Occupational Health Laboratory are included following this page. This information was obtained for use in preparing the Request for Proposals; however, Proposers shall draw their own conclusions therefrom. No responsibility for report is assumed by Owner.

**Note: This report is for reference only and contains a partial survey & sampling at the Nurses Dorm done in 2011.**

# Analytical Laboratory Report

September 06, 2011

Report ID: 9449827

SCOTT TEUSCHER  
DANE COUNTY HUMAN SERVICES  
RM 425-CCB  
210 MARTIN LUTHER KING JR. BLVD  
MADISON WI 53709

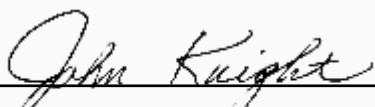
Company Number: 32640

## PROJECT: NPO NURSES DORM ASBESTOS

PO: 20111225

Date Collected: 8/11/2011  
Date Received: 8/24/2011  
Date Reported: 9/6/2011

Analyst:

  
\_\_\_\_\_  
**JOHN KNIGHT, Senior Chemist**  
jk@mail.slh.wisc.edu

Reviewer:

  
\_\_\_\_\_  
**LEROY DOBSON, Chemist Supervisor**  
ld@mail.slh.wisc.edu

WOHL uses only verified, secured electronic signatures on reports.

These signatures are as valid as original handwritten signatures.

If you have any questions regarding this report please feel free to contact the laboratory via email (as listed above) or via telephone at 800-446-0403

## Analytical Results

LAB NUMBER	DESCRIPTION	AIR VOLUME
<b>1495595</b>	GRAY GRANULAR / RED GRANULAR	
NPO/ND 001		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	GRAY GRANULAR: mineral grain matrix. / RED GRANULAR: mineral grain matrix. /// (Analysis Date: 9/2/11)	
<b>1495596</b>	GRAY GRANULAR	
NPO/ND 002		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	GRAY GRANULAR: mineral grain matrix.	
<b>1495597</b>	GRAY FIBROUS / WHITE CLOTHWRAP	
NPO/ND 003		
Bulk Asbestos	ASBESTOS DETECTED	
Chrysotile Asbestos	PRESENT	
COMMENTS:	GRAY FIBROUS: 60% CHRYSOTILE ASBESTOS, 20% plant fiber, & mineral grain matrix. / WHITE CLOTHWRAP: 100% plant fiber.	
<b>1495598</b>	GRAY GRANULAR	
NPO/ND 004		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	Consists of 2% plant fiber, in a mineral grain matrix.	
<b>1495599</b>	GRAY GRANULAR / RED GRANULAR	
NPO/ND 005		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	GRAY GRANULAR: mineral grain matrix. / RED GRANULAR: mineral grain matrix.	
<b>1495600</b>	GRAY GRANULAR	
NPO/ND 006		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	GRAY GRANULAR: mineral grain matrix.	
<b>1495601</b>	WHITE "GRANULAR"	
NPO/ND 007		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	WHITE "GRANULAR": 100% crushed glass mineral wool.	
<b>1495602</b>	WHITE GRANULAR / BROWN PAPER	
NPO/ND 008		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	WHITE GRANULAR: mineral grain matrix. / BROWN PAPER: 100% plant fiber.	

## Analytical Results

LAB NUMBER	DESCRIPTION	AIR VOLUME
<b>1495603</b>	GRAY FIBROUS / WHITE CLOTHWRAP	
<b>NPO/ND 009</b>		
Bulk Asbestos	ASBESTOS DETECTED	
Chrysotile Asbestos	PRESENT	
COMMENTS:	GRAY FIBROUS: 60% CHRYSOTILE ASBESTOS, 30% plant fiber, & binder. / WHITE CLOTHWRAP: 100% plant fiber.	
<b>1495604</b>	WHITE TILE / BLACK MASTIC	
<b>NPO/ND 010</b>		
Bulk Asbestos	ASBESTOS DETECTED	
Chrysotile Asbestos	PRESENT	
COMMENTS:	WHITE TILE: 10% CHRYSOTILE ASBESTOS, in a mineral grain & resin binder. / BLACK MASTIC: 10% CHRYSOTILE ASBESTOS, in a tar resin.	
<b>1495605</b>	WHITE GRANULAR / GRAY GRANULAR	
<b>NPO/ND 011</b>		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	WHITE GRANULAR: mineral grain matrix. / GRAY GRANULAR: mineral grain matrix.	
<b>1495606</b>	WHITE GRANULAR / GRAY GRANULAR	
<b>NPO/ND 012</b>		
Bulk Asbestos	NO ASBESTOS DETECTED	
COMMENTS:	WHITE GRANULAR: mineral grain matrix. / GRAY GRANULAR: mineral grain matrix.	
<b>1495607</b>	WHITE GRANULAR / WHITE CLOTHWRAP	
<b>NPO/ND 013</b>		
Amosite Asbestos	PRESENT	
Bulk Asbestos	ASBESTOS DETECTED	
Chrysotile Asbestos	PRESENT	
Crocidolite Asbestos	PRESENT	
COMMENTS:	WHITE GRANULAR: 20% CHRYSOTILE ASBESTOS, 10% AMOSITE ASBESTOS, & 10% CROCIDOLITE ASBESTOS, in a mineral grain matrix. / WHITE CLOTHWRAP: 100% plant fiber.	
<b>1495608</b>	BEIGE TILE / BLACK MASTIC	
<b>NPO/ND 014</b>		
Bulk Asbestos	ASBESTOS DETECTED	
Chrysotile Asbestos	PRESENT	
COMMENTS:	BEIGE TILE: 10% CHRYSOTILE ASBESTOS, in a mineral grain & resin binder. / BLACK MASTIC: No Asbestos Detected, in a tar resin.	



Displayed values on report have been rounded; however all calculations are performed using raw, unrounded intermediate results. Please contact the laboratory if you have any questions regarding our result calculation or rounding. All samples were received by the laboratory in acceptable condition unless otherwise noted.

## Analytical Methodology

### **BULK ASBESTOS BY PLM, METHOD WA001blk:**

The analytic method used for analysis was WOHL Method WA001blk.12 BULK ASBESTOS BY PLM. If Point counting was done then WOHL method WA002blk.10 was used. This method is based upon EPA-600/M4-82-020, "Interim Method for the determination of Asbestos in Bulk Insulation Samples", 40 CFR, Part 763, Subpart E, Appendix E, and associated EPA clarifications. Based upon this method, sample results are reported for each layer analyzed. Samples which contain >1% asbestos are regulated as asbestos containing materials.

Samples are initially examined with a low power stereomicroscope. An initial estimation of the type/percent asbestos (if present) is made. A small portion of each sample (or of each layer) is mounted on a glass slide in a few drops of Cargill high dispersion RI oil. The mounted sample is then analyzed using a Polarized Light Microscope at magnifications ranging between 20X-400X. Positive identification of any asbestiform minerals present is done using a 10X Dispersion Staining objective, and measuring other specific identifying optical properties. If an asbestiform mineral is detected in a sample, its' quantity is determined either by calibrated visual estimation or by Point Counting. There are six regulated asbestos minerals which may be present. These varieties are: Chrysotile, Amosite, Tremolite, Actinolite, Crocidolite and Anthophyllite.

If the final value = ND then no asbestiform minerals were detected in the sample.

#### Special note regarding floor tiles:

Because some floor tiles have been shown to contain significant amounts of asbestos which may be undetectable by standard PLM analysis, we recommend additional analysis using a Transmission Electron Microscope method. This method requires special sample preparation techniques beyond what is usually found with the standard PLM method.

#### Instrumentation:

The instruments used may include the following: Nikon SMZ-1B low power stereomicroscope; Nikon Optiphot polarizing light microscope equipped with a 10x dispersion staining objective, 2x, 10x and 20x pol objectives.

Quantitation Limit: 1% asbestos by visual estimation and 0.25% by 400 point count.

Quality control performed as required by AIHA (American Industrial Hygiene Association). Samples are retained for a period of 3 years before disposed of by laboratory unless prior arrangements have been made.

## End of Analytical Report

The results in this report apply only to the samples, specifically listed above, tested at the Wisconsin Occupational Health Laboratory .  
This report is not to be reproduced except in full.

Name of Bidding Firm: \_\_\_\_\_

**BID FORM**

**BID NO. 315016**

**PROJECT: ASBESTOS ABATEMENT  
NURSES DORMS AND VARIOUS FUTURE DANE COUNTY PROJECTS**

**TO: DANE COUNTY DEPARTMENT OF PUBLIC WORKS, HIGHWAY &  
TRANSPORTATION PROJECT MANAGER  
1919 ALLIANT ENERGY CENTER WAY  
MADISON, WISCONSIN 53713**

**ASBESTOS ABATEMENT SERVICES**

Dane County is inviting bids for asbestos abatement services. To perform all operations in connection with asbestos abatement, encapsulation, removal and related work as based on Unit Prices for various future Dane County projects. The Request for Proposals is for on-call services, with an initial contract duration of five years. Work to be performed will be authorized by Notice to Proceed issued by the County specific to the applicable project, and shall be invoiced accordingly, such that it can be tied to a specific County project. The contract will not guarantee the amount of work, if any, that is to be made available under the contract.

**BASE BID – NURSES DORM ASBESTOS ABATEMENT**

Dane County is inviting Bids to remove & properly dispose of asbestos containing materials from the Northport Nurses Dorm, 1202 Northport Drive, Madison, Wisconsin.. The ACM and PACM must be transported and disposed of in accordance to applicable regulatory agencies, including but not limited to DOT, DNR, EPA. Work shall follow all requirements listed in this RFP (including Section 02 82 13 Asbestos Abatement). Disposal of regulated asbestos containing material (RACM) and other applicable waste will be done at the Dane County Landfill, located at 7102 US Hwy 12, Madison WI 53718, unless otherwise directed by Dane County.

The initial project, included in this Request for Proposal, is for Asbestos Abatement at the Northport Nurses Dorm (with an approximate building area of 19,260 square feet), for which a Base Bid is required utilizing Unit Prices (to meet the ACM table of estimated quantities plus Mobilization costs to be determined by the Bidder). All measurements listed below are approximations. Public Works Engineering reserves the right to modify the scope of work before or during the progress of the project. All additional work and deductions will be determined according to the unit pricing. Questions should be directed to the Assistant Public Works Director, Rob Nebel, by contacting him at 608/267-0119 or at nebel@countyofdane.com.

**TABLE 1: ASBESTOS CONTAINING MATERIALS TO BE REMOVED UNDER BASE BID (MAY BE ADJUSTED BY THE COUNTY DURING THE PROJECT UTILIZING THE UNIT PRICES PROVIDED BY THE BIDDER ON THIS BID FORM)**

Material Description	Amount	Unit
Mobilization / Demobilization	1	@ \$ /EA =\$
x < 4" – Pipe Insulation	2000 Ln. Ft.	@ \$ / Ln. Ft. =\$
4" ≤ x < 8" – Pipe Insulation	1500 Ln. Ft.	@ \$ / Ln. Ft. =\$
8" ≤ x – Pipe Insulation	300 Ln. Ft.	@ \$ / Ln. Ft. =\$
x < 4" – Fitting Insulation	600	@ \$ /EA =\$
4" ≤ x < 8" – Fitting Insulation	200	@ \$ /EA =\$
8" ≤ x – Fitting Insulation	50	@ \$ /EA =\$
Asbestos Floor Tile + Mastic	6500 Sq. Ft.	@ \$ /Lin. Ft. =\$
9.5' Length, 5.5' Diameter, 1" Thick - Tank Insulation	1	@ \$ /EA =\$
20" Wide Black Roof Flashing	1400 Ln Ft	@ \$ / Ln. Ft. =\$
3 1/2" Wide Parapet Cap Caulk	450 Ln. Ft.	@ \$ /Ln. Ft. =\$
3' x 3' Roof Vent Flashing	14 Vents	@ \$ /EA =\$
7" Diameter Roof Pipe Flashing	12 Pipes	@ \$ /EA =\$
1" Parapet Crack Fill	200 Ln. Ft.	@ \$ / Ln. Ft. =\$
Black Roof Sealant	250 Sq. Ft.	@ \$ /Sq. Ft. =\$
Medium Window (Remove Entire Glazed Unit)	150 Windows	@ \$ /EA =\$
Large Window (Remove Entire Glazed Unit)	24 Windows	@ \$ /EA =\$
5' x 7' Vent Caulk	2	@ \$ /EA =\$
Wood Glass Panel Door (Remove Entire Door)	14	@ \$ /EA =\$
Old Electrical Panels	9 Panels	@ \$ /Ln. Ft. =\$
Fireproofed Door	2	@ \$ /EA =\$
<b>General Conditions (inc. O&amp;P &amp; Allowance)</b>	1	@ \$ /EA =\$

Total: \$ \_\_\_\_\_

**BASE BID – NURSE’S DORM LUMP SUM:**

The undersigned, having examined the information contained in the RFP (and Addenda), including Table 1 above, hereby agrees to provide all expertise, labor, materials, equipment and services necessary for the complete and satisfactory execution of the Asbestos Abatement Work associated with the Northport Nurses Dorm for the Base Bid stipulated sum of:

\_\_\_\_\_ and \_\_\_\_\_ /100 Dollars  
 Written Price

\$ \_\_\_\_\_  
 Numeric Price

**LUMP SUM ALLOWANCE FOR ADDITIONAL ASBESTOS ABATEMENT**

Provide a lump sum allowance of \$10,000 to be included in the Base Bid for the Nurses Dorm. The allowance will be used for any additional asbestos abatement to complete the Work as directed (in writing) by the County. Any amount not determined by the County to be utilized on the Northport Nurses Dorm Asbestos Abatement project shall be returned to the County at close-out.

Include Lump Sum Allowance in Base Bid Lump Sum above for Asbestos Abatement of Nurses Dorm:

Ten Thousand Dollars and 00 /100 Dollars  
Written Price

\$10,000.00  
Numeric Price

**UNIT PRICING**

Provide your firm's Unit Price amounts for Asbestos Abatement and Remediation to apply to Nurses Dorm and all Future Project work for Dane County under the Contract. Attach Unit Price List to the Bid Form. List shall be comprehensive in nature covering all typical abatement work that is undertaken by your firm in a format (showing description, quantity measurement, and cost similar to the typical listings below:

- In.ft. - \_\_\_\_\_ @ \$ \_\_\_\_\_ /In.ft. = \_\_\_\_\_
- In.ft. - \_\_\_\_\_ @ \$ \_\_\_\_\_ /In.ft. = \_\_\_\_\_
- sq.ft. - \_\_\_\_\_ @ \$ \_\_\_\_\_ /sq.ft. = \_\_\_\_\_
- \_\_\_\_ fittings – insulation \_\_ and greater: @ \$ \_\_\_\_\_ /fitting = \_\_\_\_\_
- \_\_\_\_ fittings - insulation less than \_\_\_\_ @ \$ \_\_\_\_\_ /fitting = \_\_\_\_\_
- \_\_\_\_\_ @ \$ \_\_\_\_\_ /Each = \_\_\_\_\_

Receipt of the following addenda and inclusion of their provisions in this Bid is hereby acknowledged:

Addendum No(s). \_\_\_\_\_ through \_\_\_\_\_

Dated \_\_\_\_\_

Dane County Department of Public Works, Highway and Transportation must have this project completed by May 15, 2015. Assuming this Work can be started by April 7, 2015, what dates can you commence and complete this job?

Commencement Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
(final, not substantial)

I hereby certify that all statements herein are made on behalf of:

\_\_\_\_\_  
(Name of Corporation, Partnership or Person submitting Bid)

Select one of the following:

1. A corporation organized and existing under the laws of the State of \_\_\_\_\_, or
2. A partnership consisting of \_\_\_\_\_, or
3. A person conducting business as \_\_\_\_\_;

Of the City, Village, or Town of \_\_\_\_\_ of the State of \_\_\_\_\_.

I have examined and carefully prepared this Bid from the associated Construction Documents and have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that the said statements are true and correct. In signing this Bid, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; that this Bid has not been knowingly disclosed prior to the Bids Due Date to another bidder or competitor; that the above statement is accurate under penalty of perjury.

The undersigned further agrees to honor the Base Bid and the Alternate Bid(s) for 60 days from date of Award of Contract.

**SIGNATURE:** \_\_\_\_\_  
(Bid is invalid without signature)

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**THIS PAGE IS FOR BIDDERS' REFERENCE AND NEED NOT BE SUBMITTED WITH BID FORM.**

**BID CHECK LIST:**

These items **must** be included with Bid:

Bid Form

Bid Bond

Fair Labor Practices Certification

**BIDDERS SHOULD BE AWARE OF THE FOLLOWING:**

**DANE COUNTY VENDOR REGISTRATION PROGRAM**

Any person bidding on any County contract must be registered with the Dane County Purchasing Division & pay an annual registration fee. A contract will not be awarded to an unregistered vendor. Obtain a *Vendor Registration Form* by calling 608/266-4131 or complete a new form or renewal online at:

[www.danepurchasing.com/registration](http://www.danepurchasing.com/registration)

**DANE COUNTY BEST VALUE CONTRACTING PRE-QUALIFICATION**

Contractors must be pre-qualified as a Best Value Contractor with the Dane County Public Works Engineering Division before the award of contract. Obtain a *Best Value Contracting Application* by calling 608/266-4018 or complete one online at:

[www.countyofdane.com/pwht/BVC\\_Application.aspx](http://www.countyofdane.com/pwht/BVC_Application.aspx)

**EQUAL BENEFITS REQUIREMENT**

By submitting a Bid, the contractor acknowledges that a condition of this contract is to provide equal benefits as required by Dane County Code of Ordinances Chapter 25.016. Contractor shall provide equal benefits as required by that Ordinance to all required employees during the term of the contract. Equal Benefits Compliance Payment Certification shall be submitted with final pay request. For more information:

[www.danepurchasing.com/partner\\_benefit.aspx](http://www.danepurchasing.com/partner_benefit.aspx)

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## FAIR LABOR PRACTICES CERTIFICATION

The undersigned, for and on behalf of the BIDDER, APPLICANT or PROPOSER named herein, certifies as follows:

- A. That he or she is an officer or duly authorized agent of the above-referenced BIDDER, APPLICANT or PROPOSER, which has submitted a proposal, bid or application for a contract with the county of Dane.
  
- B. That BIDDER, APPLICANT or PROPOSER has (check one):

\_\_\_\_\_ not been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_ been found by the National Labor Relations Board (“NLRB”) or the Wisconsin Employment Relations Commission (“WERC”) to have violated any statute or regulation regarding labor standards or relations in the seven years prior to the signature date of this Certification.

\_\_\_\_\_  
Officer or Authorized Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Business Name

**NOTE:** You can find information regarding the violations described above at: [www.nlr.gov](http://www.nlr.gov) and [werc.wi.gov](http://werc.wi.gov).

For reference, Dane County Ordinance 25.11(28)(a) is as follows:

(28) BIDDER RESPONSIBILITY. (a) Any bid, application or proposal for any contract with the county, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Committee (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The purchasing manager shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder’s responsibility to perform the contract.

**If you indicated that the NLRB or WERC have found you to have such a violation, you must include copies of any relevant information regarding such violation with your proposal, bid or application.**

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**COUNTY OF DANE**

**PUBLIC WORKS CONSTRUCTION CONTRACT**

Contract No. \_\_\_\_\_ Bid No. 315016

Authority: 2014 RES - \_\_\_\_\_

**THIS CONTRACT**, made and entered into as of the date by which authorized representatives of both parties have affixed their signatures, by and between the County of Dane (hereafter referred to as "COUNTY") and \_\_\_\_\_ (hereafter, "CONTRACTOR"), and

**WITNESSETH:**

**WHEREAS**, COUNTY, whose address is c/o Assistant Public Works Director, 1919 Alliant Energy Center Way, Madison, WI 53713, desires to have CONTRACTOR provide Asbestos Abatement at Various Future Dane County Projects, initial project Northport Nurses Dorm at 1202 Northport Drive Madison, WI, ("the Project"); and

**WHEREAS**, CONTRACTOR, whose address is \_\_\_\_\_ is able and willing to construct the Project, in accordance with the Construction Documents;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and CONTRACTOR do agree as follows:

1. CONTRACTOR agrees to provide, for the price of \$ \_\_\_\_\_ the Project and at the CONTRACTOR'S own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices stated in the Bid Form, Conditions of Contract, the drawings which include all maps, plats, plans, and other drawings and printed or written explanatory matter thereof, and the specifications therefore as prepared by Dane County Department of Public Works, Highway & Transportation and as enumerated in the Project Manual Document Index, all of which are made a part hereof and collectively evidence and constitute the Contract.
2. COUNTY agrees to pay the CONTRACTOR in current funds for the performance of the Contract subject to additions and deductions, as provided in Conditions of Contract, and to make payments on account thereof as provided in Article entitled, "Payments to Contractor" of the Conditions of Contract.
3. During the term of this Contract, CONTRACTOR agrees to take affirmative action to ensure equal employment opportunities. The CONTRACTOR agrees in accordance with Wisconsin Statute 111.321 and Chapter 19 of the Dane County Code of Ordinances not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs.

Such equal opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation. CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this paragraph.

**4.** CONTRACTOR shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. CONTRACTOR must file such plan within fifteen (15) days of the effective date of this Contract. During the term of this Contract CONTRACTOR shall also provide copies of all announcements of employment opportunities to COUNTY'S Contract Compliance Office, and shall report annually the number of persons, by race, ethnicity, gender, and disability status, which apply for employment and, similarly classified, the number hired and number rejected.

**5.** During the term of this Contract, all solicitations for employment placed on CONTRACTOR'S behalf shall include a statement to the effect that CONTRACTOR is an "Equal Opportunity Employer."

**6.** CONTRACTOR agrees to comply with provisions of Chapter 25.016 of the Dane County Code of Ordinances, which pertains to domestic partnership benefits.

**7.** CONTRACTOR agrees to furnish all information and reports required by COUNTY'S Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provisions of this Contract.

**8.** CONTRACTOR agrees that all persons employed by CONTRACTOR or any subcontractor shall be paid no less than the minimum wage established under Chapter 40, Subchapter II, Dane County Code of Ordinances. CONTRACTOR agrees to abide by and comply with the provisions of Chapter 40, Subchapter II of the Dane County Code of Ordinances, and said Subchapter is fully incorporated herein by reference.

**9.** This Contract is intended to be a Contract solely between the parties hereto and for their benefit only. No part of this Contract shall be construed to add to, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

**10.** The entire agreement of the parties is contained herein and this Contract supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that the express terms of this Contract shall not be amended in any fashion except in writing, executed by both parties.

**11.** NOT USED

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR, by their respective authorized agents, have caused this Contract and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

\* \* \* \* \*

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed or Typed Name and Title

NOTE: If CONTRACTOR is a corporation, Secretary should attest. In accordance with IRS Regulations, unincorporated entities are required to provide either their Social Security or Employer Number in order to receive payment for services rendered.

\* \* \* \* \*

This Contract is not valid or effectual for any purpose until approved by the appropriate authority designated below, and no work is authorized until the CONTRACTOR has been given notice to proceed by COUNTY'S Assistant Public Works Director.

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi, County Executive Date

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**EQUAL BENEFITS COMPLIANCE PAYMENT CERTIFICATION**

**PURPOSE**

25.016(8) of the Dane County Ordinance requires that each contractor receiving payment for contracted services must certify that he or she has complied fully with the requirements of Chapter 25.016 "Equal Benefits Requirement" of the Dane County Ordinances. Such certification must be submitted prior to the final payment on the contract.

This form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.

**CERTIFICATION**

I, \_\_\_\_\_ certify that  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Contractor

has complied fully with the requirements of Chapter 25.016 of the Dane County Ordinances "Equal Benefits Requirements".

Signed \_\_\_\_\_

Date \_\_\_\_\_

For questions on this form, please contact Chuck Hicklin at 608-266-4109 or your contract representative at Dane County.

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# CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

1. BIDS AND QUOTATIONS .....	1
2. GUARANTEE AND BOND .....	2
3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES .....	3
4. AWARDS .....	3
5. CONTRACT PROVISIONS .....	4
6. GENERAL GUARANTEE.....	9
7. IDENTICAL BIDDING.....	9
8. BINDING CONTRACTS .....	9
9. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES .....	9
10. COMPLIANCE WITH FAIR LABOR STANDARDS .....	10
11. DOMESTIC PARTNERSHIP BENEFITS .....	11
12. INSURANCE REQUIREMENTS .....	11

### 1. BIDS AND QUOTATIONS

- A. **Addressing of Bids.** Proposal with Base Bid shall be addressed to the attention of Public Works Engineering Division and received at the Dane County Department of Public Works, Highway & Transportation, 1919 Alliant Energy Center Way, Madison, WI 53713, on or before the local time and date specified herein for the Bid Due Date. Seal all bids in envelopes and clearly mark the front with bid number and a reference to the specified contents of the bid. All uses of the term “County” in the Construction Documents shall mean Dane County.
- B. **Only One Copy Required.** Unless otherwise specified, only one copy of a bid or quotation on prescribed Bid Form will be required.
- C. **Additional Data with Bid.** Bidder may submit, on the firm’s letterhead only, additional data and information deemed advantageous to the County. The County shall hold optional the consideration of such data and information.
- D. **More than One Bid.** Bidders desiring to submit more than one bid may do so provided such additional bid or bids are properly submitted on the Dane County Department of Public Works, Highway & Transportation’s Bid Form. Obtain extra sets of Construction Documents from the Dane County Department of Public Works, Highway & Transportation. All uses of the term “Department” in the Construction Documents shall mean the Department of Public Works, Highway & Transportation, which is a unit of Dane County government.
- E. **Withdrawal or Late Bids.** The County will not accept formal bids, amendments thereto, or requests for withdrawal of a bid or any part thereof, after the time of Bid Due Date.
- F. **Preparation and Submission.** All written bids, unless otherwise provided for, must be submitted on and in accordance with forms provided by the County properly signed in ink. Bids not signed by hand are not accepted. Bidders must register in advance with the Purchasing Division.
- G. **Products by Name.** Not Used.

- H. **Visitation of Sites.** Bidder may visit the site(s) that will receive the intended work or installation, and in so doing, be held responsible for a job deemed satisfactory by the County after completion of the Work or installation. No additional compensation shall be allowed for any condition of which bidder could have been informed.
- I. **Completeness.** Supply all information required by Construction Documents to constitute a regular bid. This shall include:
  - 1. Completed Bid Form.
  - 2. Completed Fair Labor Practices Certification.
- J. **Bids Binding Sixty (60) Days.** Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following Bid Due Date.
- K. **Conditional Bids.** Qualified bids are subject to complete rejection, or partial rejection.
- L. **All or Part.** Bids or quotations may be considered and award made for all or any part of total quantities as specified in the Construction Documents.
- M. **Errors.** Unit bid price shall govern when extending total prices has errors. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Explain all erasures in bids and include signature of bidder.
- N. **Regulation by State Statutes.** The bidding and letting of contracts are subject to provisions of Wisconsin Statutes 59.52(29) and 66.0901 and all subsequent sections and amendments thereof.
- O. **Bidders Present.** The Bid Due Date is the time fixed for the opening of formal bids. The Bids' contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative. Bidders are encouraged to attend all openings, and to offer constructive suggestions for improvements to bid format or ways in which County can realize greater savings.
- P. **Taxes.** Contractor shall pay applicable State and local sales taxes.

## 2. GUARANTEE AND BOND

- A. **Bid Bond / Guarantee.** A Bid Bond shall accompany Bids, which shall be either a flat sum or a percentage figure as shown on the Project Manual Cover. This Bid Bond shall serve as a warrant that the successful bidder will fulfill the terms of the bid within the time limit as indicated in the bid after notice of award by the Dane County. The Bid Bond may be a certified bank check (note: uncertified checks will not be acceptable), a cashier's check or a United State money order payable to the order of the Treasurer of Dane County; or on a Bid Bond with corporate surety authorized to do business in the State of Wisconsin and a warranty of attorney to confess judgment thereon attached thereto. The County will return negotiable Bid Bonds to unsuccessful bidders after awarding of bid. The County shall return a check held from a Contractor after satisfactory completion of the Contract or after receipt by the County of a Performance Bond from the Contractor, if one is required. Surety Bid Bonds will not be returned unless specifically requested by individual bidders.
- B. **Guarantor Liability.** When guarantee is required, failure of bidder to furnish an acceptable Performance Bond (Article 2.C.) within twenty (20) days after receipt of notice of award shall render the guarantor liable to the County. Bids covered by certified check or bond such

security shall become the absolute property of the County and shall be deposited with the County Treasurer for the benefit of the County as liquidated damages. The County shall forthwith proceed to collect on the Bid Bond.

- C. **Performance / Payment Bond.** When required, file a guarantee that the successful bidder will faithfully perform the obligations of the bid as accepted. Such guarantee must be a bond complying with Wisconsin Statute 779.14 with corporate surety authorized to do business in this State, and that the Contractor or subcontractors will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with their operations prior to the acceptance of the finished work or supplies, and that they will promptly make payments to all persons supplying them with labor or materials in the execution of the Work provided for in the Contract; guarantee to indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all costs, damages and expenses growing out of or by reason of the successful bidder's failure to comply and perform the Work and complete the Contract in accordance with the Construction Documents; attach thereto a warrant of attorney authorizing the confession of judgment thereon for the benefit of the County.

### 3. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. NOT USED

### 4. AWARDS

- A. **Lowest Responsible Bidder.** Award will be to the lowest responsible bidder conforming to Construction Documents or on the most advantageous bid to the County.
- B. **Other Considerations.** Quantities involved, time of delivery, purpose for which required, competency of bidder, the ability to render satisfactory service and past performance will be considered in determining responsibility.
- C. **Rejection of Bids.** The County reserves the right to reject any or all bids or quotations in whole or in part and to award by items, parts of items, or by any aggregate group of items specified. The County reserves also the right to waive technical defects when in its judgment the best interests of the County thereby will be served.
- D. **Notice of Acceptance.** Sufficient notification of acceptance of bid will be written notice of award to a bidder in the form of a Purchase Order or similar, mailed or delivered to the address shown on the Bid Form.
- E. **Tie Bids.** If two or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final. Cash discount will be taken into consideration determining an award. Also, see Article 7.A. IDENTICAL BIDDING, Antitrust Laws.
- F. **Qualifying Bidders.** Prior to solicitation and / or awarding of bid, the County may require submission by bidder of complete financial statement and questionnaire describing bidder's financial ability and experience in performance of similar work. Refer to Instructions to Bidders.
- G. **Disqualification.** Awards will not be made to any person, firm or company in default of a Contract with the County, or to any bidder having as its sales agent or representative or as a member of the firm, any individual previously in default or guilty of misrepresentation.

- H. **Bid Results.** Bidders may secure information pertaining to results of bids by visiting the Public Works website, [www.countyofdane.com/pw bids](http://www.countyofdane.com/pw bids).

## 5. CONTRACT PROVISIONS

- A. **Acceptance Constitutes Contract.** Written acceptance by the Public Works Project Manager of a proposal for services shall constitute a Contract, which shall bind the bidder to perform the Work as detailed in the Construction Documents, for the bid amount and in accordance with all conditions of said accepted bid. A formal Contract containing all provisions of the Contract signed by both parties shall be used when required by the Public Works Project Manager.
- B. **Local Restrictions and Permits.** All work shall be done according to applicable laws, ordinances and codes. The Contractor shall procure and pay for all required permits for permanent or temporary work.
- C. **Payment of Invoices.** Payment may be made only after inspection and acceptance by the using agency and approval by the Dane County Public Works Project Manager, and, where required by ordinances, approval by the Dane County Board of Supervisors. If materials or equipment were delivered, constructed, erected, installed or tested on site, payment shall be made based on ninety-five percent (95%) of the value of all the Work performed up to fifty percent (50%) of scheduled values less the total of previous payments. Authorized extra work will be included in progress payments. Payment of balances will be made only after approval and final acceptance by the County in consideration and elimination of the possibilities of imperfect work, faulty materials or equipment, liens that have been filed, or if evidence indicates the possible filing of claims.
- D. **Contract Alterations.** No alterations or variables in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or authorized agent.
- E. **Assignments.** No contract may be assigned, sublet or transferred without written consent of the Public Works Project Manager.
- F. **Cancellations.** A contract may be canceled or voided by the Public Works Project Manager upon non-performance or violation of contract provisions, and an award made to the next low bidder or articles specified may be purchased on the open market. In either event, the defaulting contractor (or their surety) shall be liable to Dane County for costs to the County in excess of the defaulting contractor's contract prices.
- G. **Right of the Department to Terminate Contract.**
1. In the event that the Contractor or any subcontractors violate any of the provisions of this Contract, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract. Such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
  2. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract subject to County's approval. However, if the Surety does not

commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the Work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor. The Contractor and Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the Work, such equipment, materials and / or supplies as may be on the site of the Work and therefore necessary.

- H. **Non-Liability.** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transporting carrier, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Public Works Project Manager's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Public Works Project Manager may in the discretion, cancel the Contract.
- I. **Quality Assurance.** Inspection of equipment, materials and / or supplies shall be made by or at the direction of the County or the Agency to which the goods are delivered, and any articles supplied that are defective, or fails in any way to meet Specifications or other requirements of the Contract, will be rejected. The Public Works Project Manager shall direct all required laboratory tests. The decision of the Public Works Project Manager on acceptance shall be final.
- J. **Time for Completion.** The Contractor agrees that the Work shall be prosecuted regularly and diligently and complete the entire project as stated in the Construction Documents.
- K. **Changes in the Work.**
1. Except in cases of emergency, no changes in the Work covered by the approved Construction Documents shall be made without having prior written approval of the Department. Charges or credits for the work covered by the approved change shall be determined by one of the following methods:
    - a) Unit bid prices previously approved.
    - b) An agreed lump sum based on actual cost of:
      - 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
      - 2) Materials entering permanently into the Work;
      - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
      - 4) Power and consumable supplies for the operation of construction or power equipment;
      - 5) Workmen's Compensation Insurance, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
      - 6) Social Security, pension and unemployment contributions;
      - 7) To the cost under K.1.b), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense;
      - 8) On that portion of the work under K.1.b) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit and any other general expense; and
      - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
    - c) Cost-Plus Work, with a not-to-exceed dollar limit, based on actual cost of:

- 1) Labor, including foremen, and all fringe benefits that are associated with their wages;
  - 2) Materials entering permanently into the Work;
  - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work. (Rental cost cannot exceed fifty percent (50%) replacement value of rented equipment);
  - 4) Power and consumable supplies for the operation of construction or power equipment;
  - 5) Workmen's Compensation, Contractor's Public Liability and Property Damage Insurance, and Comprehensive Automobile Liability Insurance;
  - 6) Social Security, pension and unemployment contributions;
  - 7) To the cost under K.1.c) there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the Work performed with their own labor force; the fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expense;
  - 8) On that portion of the work under K.1.c) done under subcontract, the Contractor may include not over seven and one-half percent (7½%) for supervision, overhead, bond, profit, and any other general expense; and
  - 9) The Contractor shall keep and present in such form as directed, a correct amount of the cost together with such supporting vouchers as may be required by the Department.
2. If the Contractor claims that by any instructions given by the Department, by drawings or otherwise, regarding the performance of the Work or the furnishing of material under the Contract, involves extra cost, the Contractor shall give the Department written notice thereof within two weeks after the receipt of such instructions and in any event before proceeding to execute the work, unless delay in executing the work would endanger life or property.
  3. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order by the Department, as previously mentioned, and the claim presented with the payment request submitted after the changed or extra work is completed.
  4. Negotiation of cost for a change in the Work shall not be cause for the Contractor to delay prosecution of the Work if the Contractor has been authorized in writing by the Public Works Project Manager to proceed.

**L. Payments to Contractor.**

1. The County will make partial payments to the Contractor for the value, proportionate to the amount of the Contract, of all labor and material incorporated in the work during the preceding calendar month upon receipt of approved Application and Certificate of Payment and approval of the Department.
2. The Contractor shall submit to the Public Works Project Manager an Application and Certificate of Payment. Evidence may be required, and supplied on demand, that supports the request and the Contractor's right to the payment claimed.
3. Request for payment for preparatory work and materials delivered and suitably stored at the site to be incorporated into the Work at some future period, will be given due consideration. Requests involving materials stored off the site, may be rejected; however, if deemed essential for reasons of job progress, protection, or other sufficient cause, requests will be considered conditional upon the submission by the Contractor of bills of sale and such other procedures as will adequately protect the County's interest such as storage in a bonded warehouse with adequate coverage. If there is any error in a

payment, the Contractor is obligated to notify the Department immediately, but no longer than ten (10) days from receipt of payment.

4. Payments by the County will be due within forty-five (45) days after receipt by the Department of a certified request.
5. Five percent (5%) of each request for certification will be retained until final completion and acceptance of all the Work covered by the Contract. However, anytime after fifty percent (50%) of the Work has been furnished and installed at the site, the remaining payments will be made in full if the Public Works Project Manager find that the progress of the Work corresponds with the construction progress schedule. If the Public Works Project Manager find that the progress of the Work does not correspond with the construction progress schedule, up to ten percent (10%) of each request for payment may be retained for the Work completed.
6. All material and work covered by partial payments made shall become the sole property of the County. This provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the Contract.
7. Final payment will be made within sixty (60) days after final completion of the Work, and will constitute acceptance thereof. Submit Equal Benefits Compliance Payment Certification with final pay request. Payment may be denied if Certification is not included.
8. On completion and acceptance of each separate division of the Contract, on which the stated price is separated in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
9. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit(s) as required to prove that all debts and claims against this Work are paid in full or otherwise satisfied, and give final evidence of release of all liens against the Work and County. If Wisconsin Prevailing Wage Rate Determination is required for this Work, use "Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination" and "Agent or Subcontractor Affidavit of Compliance With Prevailing Wage Rate Determination" (if applicable). If Wisconsin Prevailing Wage Rate Determination is not required for this Work, use "Dane County, Wisconsin Contractor Wage Affidavit". Forms of such affidavits are included in Supplementary Conditions.

**M. Withholding of Payments.**

1. The County, after having served written notice on the said Contractor, may either pay directly any unpaid bills of which the Department has written notice, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged. Then payment to the Contractor shall be resumed in accordance with the terms of this Contract, but in no event shall these provisions be construed to impose any obligations upon the County to either the Contractor or the Contractor's Surety.
2. In paying any unpaid bills of the Contractor, the County shall be deemed the Agent of the Contractor, and any payment so made by the County, shall be considered as a payment

made under the Contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payment made in good faith.

3. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the performance of this Contract.
4. At the Department's request, the Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

**N. Acceptance of Final Payment as Release.**

1. The making of final payment shall constitute a waiver of all claims by the County except those arising from:
  - a) Unsettled lien;
  - b) Faulty or defective work appearing after substantial completion;
  - c) Failure of the work to comply with the requirements of the Construction Documents; or
  - d) Terms of any special guarantees required by the Construction Documents.
2. The acceptance of final payment shall constitute a waiver of all claims by the Contractor.

**O. Lien Waivers.** The Contractor warrants that title to all work covered by an application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, subcontractor, material suppliers, or other persons or entities making a claim by reason of having provide labor, materials and equipment related to the Work.

**P. Use and Occupancy Prior to Acceptance.** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Department, provided the Department:

1. Secures written consent of the Contractor; except when in the opinion of the Department's Public Works Project Manager, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements;
2. Secures endorsement from the insurance carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction, or, secures consent of the Surety;
3. Assumes all costs and maintenance of heat, electricity and water; and
4. Accepts all work completed within that portion or unit of the project to be occupied, at time of occupancy.

**Q. Correction of Work.**

1. All work, all materials whether incorporated in the Work or not, and all processes of manufacture shall at all times and places be subject to the inspection of the Public Works Project Manager who shall be the judge of the quality and suitability of the work, materials, and processes of manufacture for the purposes for which they are used. Should they fail to meet the Public Works Project Manager's approval they shall be reconstructed, made good, replaced or corrected, as the case may be, by the Contractor at the Contractor's expense. Rejected material shall immediately be removed from the site.



2. If the Contractor defaults or neglects to carry out the Work in accordance with the Construction Documents or fails to perform any provision of the Contract, the Department may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the County may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of additional services made necessary by such default, neglect or failure.

## 6. GENERAL GUARANTEE

- A. Neither the final certificate of payment nor any provision in the Construction Documents nor partial or entire occupancy of the premises by the County shall constitute an acceptance of work not done in accordance with the Construction Documents or relieve the Contractor of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.
  1. In no event shall the making of any payment required by the Contract constitute or be construed as a waiver by County of any breach of the covenants of the Contract or a waiver of any default of Contractor and the making of any such payment by County while any such default or breach shall exist shall in no way impair or prejudice the right of County with respect to recovery of damages or other remedy as a result of such breach or default.
- B. The Contractor shall remedy and make good all defective workmanship and materials and pay for any damage to other work resulting therefrom, which appear within a period of one year from the date of substantial completion, providing such defects are not clearly due to abuse or misuse by the County. The Department will give notice of observed defects with reasonable promptness.
- C. Guarantee on work executed after certified date of substantial completion will begin on the date when such work is inspected and approved by the Public Works Project Manager.
- D. Where guarantees or warranties are required in sections of Construction Documents for periods in excess of one year, such longer terms shall apply; however, the Contractor's Performance / Payment Bond shall not apply to any guarantee or warranty period in excess of one year.

## 7. IDENTICAL BIDDING

- A. **Antitrust Laws.** All identical bids submitted to the County because of advertised procurement for materials, supplies, equipment or services exceeding \$1,000,000.00 in total amount shall be reported to the Attorney Generals of the United States and the State of Wisconsin for possible violation and enforcement of antitrust laws.

## 8. BINDING CONTRACTS

- A. **Contract Commitment.** Any contracts resulting from this bid shall be binding on a successful bidder(s) to its conclusion and on its assigns, heirs, executors, administrators or successors.

## 9. AFFIRMATIVE ACTION PROVISION AND MINORITY / WOMEN / DISADVANTAGED BUSINESS ENTERPRISES

- A. **Affirmative Action Provisions.** During the term of its Contract, Contractor agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Contractor agrees to post in conspicuous places, available to all employees, service recipients and applicants for this paragraph. The listing of prohibited bases for discrimination shall no be construed to amend in any fashion state or federal law setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law.
- B. Contractor is subject to this paragraph only if Contractor has ten (10) or more employees and receives \$10,000.00 or more in annual aggregate contracts with County. Contractor shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Contractor must file such plan within fifteen (15) days of the effective date of this Contract and failure to do so by that date shall constitute grounds for immediate termination of the Contract. During the term of this Contract, Contractor shall also provide copies of all announcements of employment opportunities to the County's Contract Compliance Office, and shall report annually the number of persons, by race, sex and handicap status, which apply for employment and, similarly classified, the number hired and the number rejected.
- C. Contact the Dane County Contract Compliance Officer at Dane County Contract Compliance Office, 210 Martin Luther King, Jr. Blvd., Room 421, Madison, WI 53703, 608/266-4114.
- D. In all solicitations for employment placed on Contractor's behalf during the term of this Contract, Contractor shall include a statement to the effect the Contractor is an "Equal Opportunity Employer."
- E. Contractor agrees to furnish all information and reports required by County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, Dane County Code of Ordinances, and the provision of this Contract.
- F. **Minority / Women / Disadvantaged / Emerging Small Business Enterprises.** Chapter 19.508 of the Dane County Code of Ordinances is the official policy of Dane County to utilize Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Disadvantage Business Enterprises (DBEs) and Emerging Small Business Enterprises (ESBEs) fully.
- G. The Contractor may utilize MBEs / WBEs / DBEs / ESBEs as subcontractors or suppliers. A list of subcontractors will be required of the low bidder as stated in this Contract. The list shall indicate which subcontractors or suppliers are MBEs / WBEs / DBEs / ESBEs and what percentage of subcontract is awarded, shown as a percentage of the total dollar amount of the bid.

## **10. COMPLIANCE WITH FAIR LABOR STANDARDS**

- A. During term of this Contract, Contractor shall report to County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Contractor has violated statute or regulation regarding labor standards or relations. If investigation by

Contract Compliance Officer results in final determination that matter adversely affects Contractor's responsibilities under this Contract, and which recommends termination, suspension or cancellation of this Contract, County may take such action.

- B. Contractor may appeal any adverse finding by Contract Compliance Officer as set forth in Dane County Ordinance 25.015(11)(c) through (e).
- C. Contractor shall post this statement in prominent place visible to employees: "As condition of receiving and maintaining contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

## **11. DOMESTIC PARTNERSHIP BENEFITS**

- A. Contractor agrees to provide same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or cash equivalent if such benefit cannot reasonably be provided. Contractor agrees to make available for County inspection Contractor's payroll records relating to employees providing services on or under this Contract or subcontract. If any payroll records of Contractor contain any false, misleading or fraudulent information, or if Contractor fails to comply with provisions of Chapter 25.016, Dane County Ordinances, contract compliance officer may withhold payments on Contract; terminate, cancel or suspend Contract in whole or in part; or, after due process hearing, deny Contractor right to participate in bidding on future County contracts for period of one year after first violation is found and for period of three years after second or subsequent violation is found.

## **12. INSURANCE REQUIREMENTS**

- A. Contractor shall indemnify, hold harmless and defend Dane County, its boards, commissions, agencies, officers, employees and representatives from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a part indemnified hereunder.
- B. In any and all claims against Dane County, its boards, commissions, agencies, officers, employees and representatives or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefits or other employee benefit acts.
- C. The County shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.
- D. **Contractor Carried Insurance.** In order to protect itself and the County, the Contractor shall not commence work under this Contract until obtaining all the required insurance and the County has approved such insurance. The Contractor shall not allow any subcontractor to

commence work on the subcontract until the insurance required of the subcontractor has been so obtained and approved.

1. **Worker's Compensation Insurance**

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by statute for all of its employees engaged in work at the site of the project under this Contract and, in case of such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

2. **Contractor's Public Liability and Property Damage Insurance**

The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and death, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".

3. **Auto Liability Insurance**

The Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance covering owned, non-owned and hired automobiles for limits of not less than \$1,000,000.00 and shall be primary with Dane County as an "Additional Insured".

E. Contractor either (1) shall require each subcontractors to procure and to maintain during life of subcontract, subcontractor's Public Liability Property Damage Insurance, and Comprehensive Automobile Liability Insurance of type and in same amount specified in preceding paragraphs; or (2) insure that activities of subcontractors in their own policy.

F. Contractor shall furnish the County with certificates showing type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially this statement: "Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

G. **Builder's Risk.** County shall provide Builder's Risk policy. Terms of this policy will be made available by County's Risk Manager upon Contractor's request. By executing this Contract, Contractor warrants it is familiar with terms of said policy.

## **SUPPLEMENTARY CONDITIONS**

### **1. CONTRACTOR WAGE AFFIDAVIT**

- A. Every contractor engaged in performance of any contract for Department of Public Works, Highway & Transportation shall submit to this Department, as requested and with final application for payment for work under said contract, affidavit in form as hereinafter set forth in this section. Affidavit affirms that all persons employed by contractor or by any of contractor's subcontractors on such contract have been paid no less than minimum wages established under Dane County Ordinances, Chapter 40, Subchapter II (Minimum Wage Ordinance) and in effect at date of execution of contract, that full payment of wages earned has been made, and that no rebates either directly or indirectly have been made. Form of such affidavit is included in this section.
  
- B. Form should be included with a copy of the final contract invoice forwarded to your contract representative at Dane County.



## 2. INSURANCE

- A. **Contractor Carried Insurance.** In order to protect itself and the County, Contractor shall not commence work under this Contract until obtaining all required insurance and the County has approved such insurance. Contractor shall not allow any subcontractor to commence work on subcontract until insurance required of subcontractor has been so obtained and approved.
1. Pollution Insurance Policy  
Contractor shall procure and maintain during life of this Contract, Pollution Insurance Policy in amount of at least \$1,000,000 per occurrence, \$5,000,000 aggregate.

## 3. ASBESTOS DISPOSAL PROCEDURES

- A. Asbestos disposal requires strict adherence to federal, state and local regulations and requirements.
- B. Chapter 41.80(4) of Dane County Ordinances prohibits disposal of any toxic substance at Dane County Landfill without prior written permission.
- C. Any violation of disposal regulations and requirements will result in being prohibited from using Dane County Landfill for asbestos waste disposal and will result in fines according to limits set in Chapter 41 (Solid Waste Management) of Dane County Ordinances.
- D. Please refer to, but do not use, attached **sample** Asbestos Disposal Permit. You will not be allowed to dispose of asbestos waste without submitting **official** Asbestos Disposal Permit, only available from Dane County Solid Waste Engineer.
- E. For complete information on asbestos disposal procedures or if you should have any questions, contact Dane County Solid Waste Engineer at 608/267-0120.

**ASBESTOS DISPOSAL PERMIT**



DANE COUNTY RODEFELD LANDFILL  
7102 U.S. HIGHWAY 12 & 18  
MADISON, WISCONSIN  
608/838-9555

**PLEASE TYPE OR PRINT LEGIBLY**

**1. TO BE FILLED OUT BY ASBESTOS GENERATOR (SOURCE):**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

**2. TO BE FILLED OUT BY REMOVAL CONTRACTOR:**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

PROJECT SUPERVISOR'S NAME: \_\_\_\_\_

PROJECT SUPERVISOR'S SIGNATURE: \_\_\_\_\_

**ASBESTOS HANDLING:**

**NON-BULKY ITEMS**

DOUBLE WRAPPED? Y \_\_\_\_\_ N \_\_\_\_\_

WETTED? Y \_\_\_\_\_ N \_\_\_\_\_

SEALED? Y \_\_\_\_\_ N \_\_\_\_\_

NO. OF BAGS: \_\_\_\_\_

APPROX. VOLUME: \_\_\_\_\_ CU.YDS.

**BULKY ITEMS**

DOUBLE WRAPPED? Y \_\_\_\_\_ N \_\_\_\_\_

WETTED? Y \_\_\_\_\_ N \_\_\_\_\_

SEALED? Y \_\_\_\_\_ N \_\_\_\_\_

NO. OF BAGS: \_\_\_\_\_

APPROX. VOLUME: \_\_\_\_\_ CU.YDS.

PROJECT AND MATERIAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



SOURCE OF BAGS / PLASTIC WRAP:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

SPECIFY THICKNESS: \_\_\_\_\_ MILS

**I AGREE TO ADHERE TO ALL TERMS AND CONDITIONS OF THIS PERMISSION.  
IF I AM SIGNING IN A REPRESENTATIVE CAPACITY, I ASSERT THAT I AM  
AUTHORIZED TO BIND MY PRINCIPAL IN ALL RESPECTS.**

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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**3. TO BE FILLED OUT BY WASTE HAULER:**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

DRIVER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

DRIVER'S SIGNATURE: \_\_\_\_\_  
(upon delivery)

---

**4. TO BE FILLED OUT BY LANDFILL SUPERVISOR / ATTENDANT:**

DATE OF DISPOSAL: \_\_\_\_\_ TRANSACTION NO.: \_\_\_\_\_

WEIGHT: \_\_\_\_\_ COPY GIVEN TO TRANSPORTER? Y \_\_\_\_\_ N \_\_\_\_\_

DISCREPANCIES: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DISPOSAL COODINATES: \_\_\_\_\_ E to \_\_\_\_\_ E, \_\_\_\_\_ N to \_\_\_\_\_ N

ELEVATION Base: \_\_\_\_\_ Top: \_\_\_\_\_

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SECTION 01 00 00  
BASIC REQUIREMENTS

PART 1 \*\*GENERAL

1.1 SECTION SUMMARY

- A. Section Includes:
1. Section Summary
  2. Summary of the Work
  3. Contractor Use of Premises
  4. Applications for Payment
  5. Alternates
  6. Conferences
  7. Progress Meetings
  8. Quality Assurance / Quality Control of Installation
  9. References
  10. Parking
  11. Occupancy During Construction and Conduct of Work
  12. Progress Cleaning
  13. Contract Closeout Procedures
  14. Final Cleaning

1.2 SUMMARY OF THE WORK

- A. Project Description: Perform the Work as specified and detailed in the RFP. Work includes construction services to remove and properly dispose of asbestos containing materials at the Northport Nurses Dorm and future work for the County.
- B. Permits: Prior to commencement of the Work, Contractor to secure any and all necessary permits for completion of the Work and facility occupancy.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow work by Contractor employees and access by County. Building must be locked when Contractor is not present.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit two (2) original copies with “wet” signatures of each application on AIA G702™ and G703™ forms or approved contractors invoice form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly

- D. Submit Applications for Payment to Architect / Engineer for initial approval. Architect / Engineer will forward approved copies to Owner who will also approve & process for payment.

#### 1.5 ALTERNATES

- A. Schedule of Alternates: there are no alternates proposed for this project.

#### 1.6 COORDINATION

- A. Coordinate scheduling following sections of Specifications to assure efficient and orderly sequence of Work.
- B. Demolition of buildings shall occur by separate contact following abatement of ACM.
- C. Verify utility requirement characteristics of operating equipment for abatement is compatible with building utilities.

#### 1.7 CONFERENCES

- A. Dane County Department of Public Works, Highway & Transportation will schedule a preconstruction conference after Award of Contract for all affected parties..

#### 1.8 PROGRESS MEETINGS

- A. Public Works Manager shall schedule and administer weekly meetings on-site or at the adjacent Human Services Administration Building.
- B. Public Works Manager shall preside at meetings, record minutes, and distribute copies within two (2) days to those affected by decisions made.
- C. Contractor shall provide updates on the quantities of ACM removed during progress meeting so that discrepancies may be reviewed..

#### 1.9 QUALITY ASSURANCE / QUALITY CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

#### 1.10 REFERENCES

- A. Conform to reference standard by date of issue current as of date for receiving bids.
- B. Should specified reference standard conflict with Construction Documents, request clarification from Public Works Project Manager before proceeding.
- C. .

#### 1.11 PARKING

- A. Parking for construction personnel and limited storage of equipment shall be available at the Work site by arrangement with the Public Works Project Manager.

#### 1.12 OCCUPANCY DURING CONSTRUCTION AND CONDUCT OF WORK

- A. Contractor is responsible for providing & maintaining temporary toilet facilities.
- B. Work may be done during working hours between 7:00 am & 7:00pm, but confer with County, schedule work and store materials so as to interfere as little as possible with normal operations on the overall Lakeview Campus.
- C. Contractor shall, at all times, provide approved, safe walkway around the building exterior and provide protection wherever the Work under the contract is to be performed.. Contractor shall provide and maintain barricades & signage to prohibit public access to construction site.

#### 1.13 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- C. ACM removed during project shall be disposed of in the Dane County Rodefeld Landfill on the first Wednesday of the Month. All ACM disposal must be prearranged with the landfill staff by the Monday before disposal.
- D. .

#### 1.14 CONTRACT CLOSEOUT PROCEDURES

- A. Submit written certification that the Work has been inspected, and the Work is complete in accordance with the RFP Specifications and ready for Public Works Project Manager's inspection.
- B. Submit final Application for Payment identifying total adjusted Contract Sum / Price, previous payments, and amount remaining due.

1.15 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Remove temporary equipment, facilities, and materials waste from site.
- C. Provide OSHA and EPA employee clearance testing.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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**SECTION 02 82 13  
ASBESTOS ABATEMENT**

**PART 1 GENERAL**

Applicable provisions of Division 0 and 1 shall govern work under this section.

**SUMMARY**

Perform all operations in connection with asbestos abatement, encapsulation, removal and related work as shown on as specified herein on the Nurses Dorm Department of Human Services at 1202 Northport Dr., Madison WI., and for various Dane County projects. In addition to the Nurses Dorm the Request for Proposal is for on-call services, with an initial contract duration of five years. Work to be performed will be authorized by Notice to Proceed issued by the County specific to the applicable project, and shall be invoiced accordingly, such that it can be tied to a specific County project. Asbestos Abatement on all County projects will follow Section 02 82 13 requirements unless otherwise authorized by the Department of Public Works in writing. The five year contract will not guarantee the amount of work, if any, available under the contract.

Included are the following topics:

**PART 1 - GENERAL**

- Summary
- References
- Qualifications
- Definitions
- Submittals and Notices
- Site Security
- Emergency Planning
- Preconstruction Meeting
- Delivery, Storage and Handling

**PART 2 - PRODUCTS**

- Materials
- Equipment

**PART 3 - EXECUTION**

- General Compliance Measures
- Preparations of Regulated Area
- Decontamination Enclosure System
- Temporary Isolation Partitions
- Maintenance of Enclosure System
- Workplace Entry and Exit Procedures
- Waste Container Pass-Out Procedure
- Water Collection and disposal
- Wet Removal Procedure
- Ceiling System Removal
- Pipe Tunnel or Crawl Space Removal Work
- Small Scale - Short Duration Removal Procedure
- Encapsulation Procedures
- Enclosure Procedure
- Air Monitoring
- Cleanup Procedure
- Clearance Testing
- Disposal Procedures
- Reestablishment of Regulated Area

Description of Work;

**Nurses Dorm:** Removal is required for the Nurses Dorm at Department of Human Services at 1202 Northport Dr., Madison WI. All ACM identified as positive (or in certain instances where there is presumed ACM such as electrical panels, etc.as designated by the County Certified Asbestos Inspector) in pipe, fitting, tank insulation, window, door vent, and fence caulk, roof

1 flashing, and any ACM containing fire doors. Window units shall be removed intact from the  
2 frames and treated as presumed PACM in regards to caulking. Any metal clad fire doors shall be  
3 removed intact as being presumed PACM in regards to interior insulation. The steam tunnel that  
4 connects to the Nurses Dorm has already been abated and is not to be included in the project.  
5

6 **On-Call Services (Five Year Contract):** All asbestos abatement for the on-call services will  
7 have an initial contract duration of five years. Work to be performed will be authorized by Notice  
8 to Proceed issued by the County specific to the applicable project, and shall be invoiced  
9 accordingly, such that it can be tied to a specific County project. The contract will not guarantee  
10 the amount of work, if any, available under the contract.  
11

12  
13 Provide replacement materials for: (As Applicable for Specific Project)None on Nurses Dorm

14  
15 Review with County Project Manager before proceeding.

16  
17 Encapsulation: (As Applicable for Specific Project) None on Nurses Dorm

18  
19 Enclosure: (As Applicable for Specific Project) Isolation, separation and negative air chambers as  
20 required by OSHA and EPA.  
21

22 **Special Precautions:**

23  
24 Coordinate with the County Project Manager for the shutdown and isolation of all electrical  
25 circuits and air movement systems within the regulated area from that of the rest of the facility to  
26 prevent contamination outside of the regulated area. Refer to Article entitled: "Preparation of  
27 Regulated area," of this section relative to shutdown of mechanical and electrical systems.  
28

29 Equipment that must remain in operation while abatement work is in progress consists of the  
30 following:  
31

32 None on Nurses Dorm (except electric service and plumbing as necessary for abatement).  
33 County has the ability to shut down or disconnect systems if requested by the Contractor.  
34

35 Special Circumstances: Refer to Divisions O and 1, also standing operating procedures and  
36 security issues.  
37

38 Restoration: Contractor is responsible for restoring all existing finish surfaces to their original state, which  
39 were damaged as a result of abatement activities. Not required on Nurses Dorm Refer to Section 01 00 00.  
40

41  
42 **REFERENCES**

43 **General Reference:**

44  
45 All work under this contract shall be done in strict accordance with all applicable General and  
46 State regulations, standards and codes governing asbestos abatement and any other trade work  
47 done in conjunction with the abatement.  
48

49 The most recent edition of any relevant regulation in force at the time of bid opening shall be in  
50 effect. Where conflict among the laws, rules, regulations or with these specifications exists the  
51 most stringent requirements shall be utilized.  
52

53 The Contractor shall make available, in the clean change area of the worker decontamination  
54 system, copies of this specification and all standards, regulations, and codes listed hereinafter.  
55

56 **Specific Reference:**

57  
58 Occupational Safety and Health Administration (OSHA):  
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Title 29 Code of Federal Regulations, Section 1910.134(d) - air Quality.

Title 29 Code of Federal Regulations, Section 1926.58 - Construction Industry, including the mandatory appendices;

Appendix A - OSHA Reference Method.

Appendix C - Qualitative and Quantitative Fit Testing Procedures.

Appendix D - Medical Questionnaires.

Appendix E - Interpretation and Classification of Chest Roentgenograms.

Nonmandatory appendices:

Appendix B - Detailed Procedures for Asbestos, Tremolite, Anthrophyllite, and Actinolite Sampling and Analysis.

Appendix F - Work Practices and Engineering Controls for Major Asbestos Removal, Renovation, and Demolition Operations.

Appendix G - Work Practices and Engineering Controls for Small Scale, Short Duration Asbestos Renovation and Maintenance Activities.

Appendix H - Substance Technical Information for Asbestos.

Appendix I - Medical Surveillance Guidelines for Asbestos, Tremolite, Anthrophyllite, and Actinolite.

Title 29 Code of Federal Regulations, Section 1926.59 - Hazard Communication Standard. Requires employers to inform their workers of the hazards of any chemicals used on the project and to train their employes in proper safeguards.

Environmental Protection Agency (EPA): Title 40 Code of Federal Regulations (CFR) Part 763 Subpart G - Asbestos Abatement Projects; worker Protection (effective March 27, 1987).

Environmental Protection Agency (EPA) Title 40 Code of Federal Regulations (CFR) Part 61 - National Emission Standards for Hazardous Air c) Pollutants; Asbestos NESHAP Revision; Final Rule effective November 20, 1990.

Department of Health and Social Services (H & SS) State of Wisconsin Administrative Rule, Chapter HSS 159, Asbestos Certification and Training.

Department of Natural Resources (DNR) State of Wisconsin Administrative Rule, Chapter NR 447, procedures for preventing emissions of particulate asbestos material to outside air, warning signs and waste disposal of asbestos materials.

Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".

**QUALIFICATIONS**

The proposed asbestos abatement Contractor shall provide:

A list of prior experience on asbestos abatement projects of both large and small sizes, through the submission of letters of reference from building owners including the name, address, and telephone numbers of the contact persons who are specifically familiar with the referenced projects. At least three previous users of this service shall be submitted. Include descriptions of projects and records of all air monitoring data that was generated during the projects.

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Submit a description of all major Asbestos Abatement Equipment owned by the prospective Contractor which is available for use on this project such as:

- Respiratory protection equipment.
- HEPA vacuum equipment.
- Negative air pressure equipment.
- Spray equipment for amended water.
- Equipment used for shower facilities in decontamination enclosure system.

Submit a list of names, work responsibilities and evidence of certification for all employees that will be assigned to this project:

At least one firm principal, the firm's "competent person" and any other personnel performing supervisory duties must be certified by the Wisconsin Department of Health and Social Services as having successfully completed a comprehensive 4-day course for Asbestos Abatement Contractors and Supervisors in conformance with s. 140.06 Wis. Stats.

Contractor's employees who perform asbestos abatement activities must be certified by the Wisconsin Department of Health and Social Services as having successfully completed a comprehensive 3-day course for Asbestos Abatement Workers in conformance with s. 140.06 Wis. Stats.

**DEFINITIONS**

ACGIH: American Conference of Governmental Industrial Hygienists

AIHA: American Industrial Hygiene Association

Action Level: Means an airborne concentration of asbestos of 0.1 fiber per cubic centimeter (f/cc) of air, calculated as an eight (8) - hour time - weighted average.

Air Monitoring: The process of measuring the fiber content of a known volume of air collected during a specific period of time shall conform with Appendix A to OSHA 29 CFR 1926.58. The procedure normally utilized for asbestos follows the NIOSH Standard Analytical Method 7400 for Asbestos in Air. For clearance air monitoring, electron microscopy methods may be utilized for lower detectability limit and specific fiber identification.

Air Sampling Professional: The Professional contacted or employed by the Division to supervise and conduct air monitoring and analysis schemes. This individual shall not be affiliated in any way other than through this contact with the Contractor performing the abatement work.

ANSI: American National Standards Institute

Asbestos: Means the asbestiform varieties of chrysotile (serpentine); crocidolite (riebeckite); amosite (cummingtonite-grunerite); tremolite; anthrophyllite, and actinolite.

Asbestos Containing Material (ACM): Material composed of asbestos of any type and in an amount greater than 1% by area, either alone or mixed with other fibrous or nonfibrous materials.

Asbestos Containing Waste Material: Asbestos containing material or asbestos contaminated objects requiring disposal.

1     ASTM:             American Society for Testing and Materials  
2  
3     Authorized Visitor: The Building Owner (and designated representatives) and any representative of a  
4     regulatory agency having jurisdiction over the project.  
5  
6     Certified Industrial Hygienist (CIH): An industrial hygienist certified in Comprehensive Practice by the  
7     American Board of Industrial Hygiene.  
8  
9     Competent Person: Means one who is capable of identifying existing asbestos hazards in the workplace and  
10    who has the authority to take prompt corrective measures to eliminate them.  
11  
12    Decontamination Enclosure: A decontamination system consisting of a clean room, a shower room, and an  
13    equipment room separated from each other and from the regulated area by airlocks. This system is used for  
14    all workers to enter and exit the regulated area and may also serve as equipment and waste pass out on small  
15    jobs.  
16  
17    Department of Natural Resources (DNR): A Wisconsin state agency.  
18  
19    Encapsulation: The application of a bridging or penetrating liquid material to asbestos containing materials  
20    to control the release of asbestos fibers into the air. The bridging liquid material creates a membrane over  
21    the surface and the penetrating liquid material seeps through the surface and binds all components together.  
22  
23    Enclosure: The construction of an airtight, impermeable, permanent barrier around asbestos containing  
24    material to control the release of asbestos fibers into the air.  
25  
26    EPA:                U. S. Environmental Protection Agency  
27  
28    Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-  
29    containing material from ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in a  
30    noncontained (plasticized) regulated area. The glovebag is constructed and installed in such a manner that  
31    it surrounds the object or material to be removed and contains all asbestos fibers released during the  
32    process.  
33  
34    HEPA Filter: A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter  
35    with 99.9% efficiency.  
36  
37    HEPA Vacuum: A vacuum system equipped with HEPA filtration.  
38  
39    NESHAPS            The National Institute for Occupational Safety and Health  
40  
41    OSHA:               The Occupational Safety and Health Administration  
42  
43    Permissible Exposure Limits (PELS): No personnel associated with asbestos abatement work shall be  
44    exposed to an airborne concentration of asbestos in excess of the following limits, as determined by the  
45    method prescribed in Appendix A to OSHA 29 CFR 1926.58, or by an equivalent method:  
46  
47         P.E.L. is 0.1 fiber per cubic centimeter of air as an eight (8) - hour time-weighted average.  
48  
49         Excursion Limit (EL) 1.0 fiber per cubic centimeter of air as averaged over a sampling period of  
50         thirty (30) minutes.  
51  
52    Regulated Area: An area identified by specific boundaries where airborne concentrations of asbestos  
53    exceed, or can reasonably be expected to exceed the P.E.L. and/or Excursion Limit. The regulated area  
54    may take the form of:  
55  
56         A temporary negative-pressure enclosure, or  
57  
58         An area specifically identified and segregated in any manner that minimizes the number of  
59         employees exposed to asbestos.  
60  
61    Surfactant: A chemical wetting agent added to water to improve penetration.

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Visible Emissions: Any emissions containing particulate asbestos material that is visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos contaminated waste.

**SUBMITTALS AND NOTICES**

Prior to Commencement of Work, Contractor shall:

File a "Notice of Intent Form" with the parties named hereinafter, at least 10 days prior to commencement of any demolition or renovation project involving any asbestos-containing material or covering. A copy of the form is appended to this section for reproducing number of copies required.

Air Management Asbestos Coordinator  
Department of Natural Resources  
P.O. Box 7921  
Madison WI 53707

Appropriate Wisconsin DNR Office.  
See reverse side of "Notice of Intent Form".

Air Compliance Branch (5 AC-26)  
U.S. EPA, Region 5  
230 South Dearborn  
Chicago, IL 60604

County Project Manager  
Rob Nebel  
Dane County Public Works Engineering  
1919 Alliant Energy Center Way  
Madison, WI 53713

Submit the following documentation to the County Project Manager::

- Occupancy protection plan to be posted.
- Required permits, site location and arrangements for transport and disposal of asbestos containing waste materials. Contractor should be aware of increased fees as of 1-1-11 and include them in the bid.
- Documentation that all employees or agents who may be exposed to airborne asbestos in excess of action level have been medically determined to be physically capable of working while wearing the respirator required without suffering adverse health effects.
- Shop drawings for layout and construction of decontamination enclosure systems and barriers for isolation of the regulated area as detailed in this specification and required by applicable regulations. If work is to be phased, a phasing schedule shall also be submitted.
- Manufacturer's certification that HEPA vacuums, negative pressure ventilation units and other local exhaust ventilation equipment conform to ANSI Z9.2-79. Also, submit manufacturer's information on water filtration unit(s) to be used.
- Written notification of rental equipment to be used in abatement areas or to transport asbestos contaminated waste must be provided to the rental agency with a copy submitted to the Construction Representative.

1 Document NIOSH approvals for all respiratory protective devices utilized on site. Include  
2 manufacturer certification of HEPA filtration capabilities for all cartridges and filters.

3  
4 Documentation of respirator fit-testing for all Contractor employees and agents who must enter the  
5 regulated area. This fit-testing shall be in accordance with procedures as detailed in Title 29 CFR  
6 1926.58, Appendix C, Qualitative and Quantitative Fit Testing procedures.

7  
8 A written hazard communication program indicating how the contractor plans to meet the  
9 requirements of OSHA 29 CFR 1926.59 relative to labeling, handling of material safety data  
10 sheets and training of employees.

11  
12 Written emergency plan - (See details on following page).

13  
14 All approved documents will be on file with the County Project Manager.

15  
16 During Abatement Activities, Contractor shall submit to the County Project Manager:

17  
18 Weekly (or as required) job progress reports detailing abatement activities. Include review of  
19 major problems and action taken, injury reports, equipment breakdown.

20  
21 Copies of all completed "Transportation and Disposal Manifest" forms for all asbestos waste  
22 materials removed from the regulated area during the abatement process.

23  
24 Copies of daily work site entry log books with information on worker and visitor access.

25  
26 Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation  
27 units, local exhaust ventilation systems, and other engineering controls.

28  
29 Any new asbestos abatement employee hired, who has not been previously reported, complete data  
30 must be submitted, consisting of: experience, certification, assigned job responsibilities, respirator  
31 test fitting, physicians determination of employee's ability to work while wearing respirator and  
32 evidence of medical monitoring.

33  
34 Contractor shall post at the entrance to the regulated area a list containing the names, addresses,  
35 and telephone numbers of the Contractor, Fire Department and any other personnel who may be  
36 required to be contracted during abatement activities.

37  
38 **SITE SECURITY**

39 Contractor shall be responsible for the security of the regulated area(s) during abatement operations in order  
40 to protect work efforts and equipment.

41  
42 The regulated area shall be restricted to only authorized, trained, and protected personnel. These may  
43 include the Contractor's employees, employees of subcontractors, state representatives, and any other  
44 designated individuals. A list of authorized personnel shall be established prior to job start and posted in  
45 the clean room of the decontamination facility.

46  
47 Contractor shall immediately decontaminate (if required) and evict any unauthorized individual entering the  
48 regulated area and notify the Construction Representative of action taken and identity of the unauthorized  
49 individual.

50  
51 A log book shall be maintained in the clean room area of the decontamination system. Anyone who enters  
52 the regulated area must record name, affiliation, time in, and time out for each entry.

53  
54 Access to the regulated area shall be through a single decontamination system located where shown on  
55 approved Shop Drawings. All other means of access (doors, windows, hallways, etc.) shall be blocked or  
56 locked so as to prevent entry to or exit from the regulated area. The only exceptions to this rule are the  
57 waste pass-out air lock which shall be sealed except during the removal of containerized asbestos waste

1 from the regulated area, and emergency exits in case of fire or accident. Emergency exits shall not be  
2 locked from the inside, however, they shall be sealed with polyethylene sheeting and tape until needed.

3  
4 **EMERGENCY PLANNING**

5 Written emergency plan shall be submitted through and be approved by (in writing) the County Project  
6 Manager prior to the initiation of abatement activities.

7  
8 Emergency procedures shall be in written form and prominently posted in the clean change area and  
9 equipment room of the worker decontamination area. Everyone prior to entering the regulated area must  
10 read and sign these procedures to acknowledge receipt and understanding of work site layout, location of  
11 emergency exits and emergency procedures.

12  
13 Emergency planning shall include notification of police, fire and emergency medical personnel of planned  
14 abatement activities, work schedule and layout of regulated area, particularly barriers that may affect  
15 response capabilities.

16  
17 Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards,  
18 slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and  
19 employee training in procedures shall be provided.

20  
21 Employees shall be trained in evacuation procedures in the event of workplace emergencies under the  
22 following conditions:

23  
24 For nonlife-threatening situations, employees injured or otherwise incapacitated shall  
25 decontaminate following normal procedures with assistance from fellow workers if necessary,  
26 before exiting the workplace to obtain proper medical treatment.

27  
28 For life-threatening injury or illness, worker decontamination shall take least priority, after  
29 measures to stabilize the injured worker, remove the worker from the workplace and secure proper  
30 medical treatment.

31  
32 Telephone numbers of all emergency response personnel shall be prominently posted in the clean change  
33 area and equipment room, along with the location of the nearest telephone.

34  
35 **PRECONSTRUCTION MEETING**

36 The Contractor shall attend a preconstruction meeting to be conducted at a time and place designated by the  
37 County Project Manager..

38  
39 The Contractor, Contractor's competent person and other supervisory personnel who will provide on-site  
40 direction of the abatement activities must attend.

41  
42 At this meeting the Contractor shall provide all documentation as required by Article entitled: "Submittals  
43 and Notices," herein. In addition, the Contractor shall be prepared to provide detailed information  
44 concerning:

45  
46 Preparation of regulated area.

47  
48 Personal protective equipment including respiratory protection and protective clothing.

49  
50 Employees who will participate in the project, including delineation of experience, training,  
51 certification, and assigned responsibilities during the project.

52  
53 Decontamination procedures for personnel, regulated area and equipment.  
54

- 1 Abatement methods and procedures to be utilized.
- 2
- 3 Required air monitoring procedures.
- 4
- 5 Procedures for handling and disposing of waste materials.
- 6
- 7 Procedures for final decontamination and cleanup.
- 8
- 9 A sequence of work and performance schedule.
- 10
- 11 Procedures for dealing with heat stress.
- 12
- 13 Emergency procedures.
- 14
- 15 Methods of adhering plastic sheeting to the surfaces to be covered.
- 16

17 **DELIVERY, STORAGE AND HANDLING**

- 18 Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer
- 19 and the brand name.
- 20
- 21 Damaged, deteriorating or previously used materials shall not be used and shall be removed from the work
- 22 site and disposed of properly.
- 23
- 24

25 **PART 2 PRODUCTS**

26

27 **MATERIALS**

- 28 Polyethylene sheeting for walls and stationary objects shall be a minimum of six (6) mil thick. For floors
- 29 and all other uses sheeting of at least six (6) mil thickness shall be used in widths selected to minimize the
- 30 frequency of joints.
- 31
- 32 Polyethylene sheeting utilized for decontamination enclosure shall be opaque white or black in color.
- 33
- 34 Hardboard or plywood, minimum 1/4 inch thick shall be furnished to protect finished floor surfaces such as
- 35 carpet or hardwood floors to prevent damage from scaffolds or falling objects. Such protection shall also
- 36 be provided for polyethylene sheeting under the scaffold area if the material being removed has sharp
- 37 projections which could readily puncture the enclosure material.
- 38
- 39 Disposal bags shall be of six (6) mil polyethylene, preprinted with labels as required by OSHA Requirement
- 40 29 CFR 1926.58 (k) (2).
- 41
- 42 Disposal drums for transporting disposal bags shall be metal or fiberboard with locking ring tops.
- 43
- 44 Stick-on labels as per EPA, OSHA or DNR requirements for disposal drums.
- 45
- 46 Surfactant (Wetting Agent):
- 47
- 48 For use with materials containing asbestos identified as "Amosite", shall be a 50/50 mixture of
- 49 polyoxyethylene ether and polyoxyethylene ester, mixed in a proportion of one (1) fluid ounce to
- 50 five (5) gallons of water or as specified by manufacturer.
- 51
- 52 For all materials containing asbestos identified as "chrysotile", "crocidolite", or types other than
- 53 Amosite, shall consist of soapy water mixed in a proportion of two (2) fluid ounces of liquid soap
- 54 to five (5) gallons of water.
- 55
- 56 Where regulated area temperature may cause freezing of the amended water solution, the addition
- 57 of ethylene glycol in amounts sufficient to prevent freezing is permitted.
- 58

1 Asbestos Removal Encapsulant (substitute for surfactant): In lieu of using a wetting agent in water to  
2 control airborne fibers, and asbestos removal encapsulant may be used. Products that meet these needs are:  
3 Serpiflex Shield manufactured by International Protective Coatings Carol 725 Carol Ave., Ocean, NJ  
4 07710; and BWE 5000, by Better Working Environments, Inc., 3716 Scripps Way, Las Vegas, NV 89103;  
5 or an approved equal.

6  
7 Surfaces exposed as a result of removing asbestos containing material shall be coated with a nonpermanent  
8 sodium silicate material which shall act as a temporary sealant, pending application of a finish material by  
9 others.

10  
11 Encapsulating Material (Where Utilized):

12  
13 Bridging type encapsulant (for sealing masonry and concrete walls, barrier surfaces during cleanup  
14 phase and asbestos containing surfaces to remain in place) shall be capable of being applied with  
15 airless spray equipment, able to withstand light impact or abrasion without releasing fibers, water  
16 insoluble when cured, and must retain sufficient integrity after six (6) years to allow recoating.  
17 Products that meet these requirements are: Cable Coating No. 2B by American Coating  
18 Corporation and Decadix Fire Check by Pentagon Plastics.

19  
20 Penetrating type encapsulant (for sealing scratch coat plaster, wood grounds and wood blocking  
21 which have been in contact with asbestos containing material and also exposed ends of pipe  
22 insulation) shall not be noxious or toxic to applicator or subsequent occupants, shall have high  
23 flame retardance and low toxic fume and smoke emission ratings, shall have some permeability to  
24 water vapor to prevent condensation accumulation. Acceptable products are Cafco-Bond-Seal by  
25 U.S.I Mineral, Protector Sealant (32-20 and 32-21) by H.B. Fuller Co., and SK-13 Emulsion by  
26 National Cellulose.

27  
28 **EQUIPMENT**

29 Negative Pressure Ventilation Units:

30  
31 A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and  
32 operated in accordance with ANSI Z9.2-79 (local exhaust ventilation requirements) and EPA  
33 guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing  
34 Material in Buildings Appendix F: Recommended Specifications and Operating Procedures for  
35 the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide  
36 one workplace air change every 15 minutes.

37  
38 To calculate total air flow requirement:

39  
40 
$$\text{Total Ft}^3/\text{Min.} = \frac{\text{Volume of Regulated area (in Ft}^3\text{)}}{15 \text{ Min.}}$$

41  
42  
43 To calculate the number of units needed for the abatement:

44  
45 
$$\text{Number of Units Needed} = \frac{\text{Total Ft}^3/\text{Min.}}{0.75(\text{Capacity of Unit in Ft}^3/\text{Min.})}$$

46  
47  
48 The air filtering equipment shall be capable of filtering asbestos fibers at 0.3 um at 99.9 percent  
49 efficiency. Prefilters, which protect the final filter by removing the larger particles, are required to  
50 prolong the operating life of the HEPA filter. Two stages of prefiltration are required. The first-  
51 stage prefilter shall be a low efficiency type (e.g., for particles 10 um and larger). The second-  
52 stage (or intermediate) filter shall have a medium efficiency (e.g., effective for particles down to 5  
53 um). Prefilters and intermediate filters shall be installed either on or in the intake grid of the unit  
54 and held in place with special housings or clamps.

55  
56 Exhaust air from the regulated area shall maintain a negative pressure of 0.02 inches of water  
57 (head). The ventilation shall operate on a 24 hours basis throughout the abatement process until  
58 final clearance has been approved.

59  
60 Air Purifying Respirators:



1 Respirator bodies shall be of half face or full face type with removable cartridges. Single use,  
2 disposable or quarter face respirators shall not be used. Full face respirators shall be equipped  
3 with a nose cup or other anti fogging devices as would be appropriate for use in air temperatures  
4 less than 32 degrees F.

5  
6 Filter cartridges shall, at a minimum, be HEPA type filters labeled with NIOSH and MSHA  
7 Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-  
8 Containing dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In  
9 addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this  
10 case, each section of the combination canister shall be labeled with the appropriate color code and  
11 NIOSH/MSHA Certification.

12  
13 Supplied Air Respirator System:

14  
15 The equipment used shall be capable of producing air of the quality and volume required by  
16 OSHA Standard (29 CFR 1910) Section 1910.134 and Compressed Gas Association, Inc., New  
17 York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1  
18 "Commodity Specification for Air", applied to the job site conditions and crew size. The standards  
19 above shall be augmented by provisions of this specification with the more stringent standard  
20 governing.

21  
22 Face piece and hose shall be by same manufacturer and shall be certified by NIOSH/MSHA as an  
23 approved Type "C" respirator assembly for continuous flow or pressure demand with a positive  
24 pressure facepiece.

25  
26 Backup air supply shall be provided that is adequate to allow a minimum of one-half hour escape  
27 time for each six man crew. The one-half hour shall be based upon all connections to the backup  
28 air supply being in use by an average sized adult male engaged in moderately strenuous activity or  
29 by the air requirements of the particular respirator in use is greater.

30  
31 Warning device shall be located in the regulated area which will be clearly audible in all parts of  
32 the regulated area and can be heard above the noise level produced by equipment and work  
33 procedures in use. This warning device shall warn of:

34  
35 Compressor shutdown or other fault requiring use of backup air supply.

36  
37 Carbon Monoxide (CO) levels in excess of 50 PPM/V over 8 hours.

38  
39 Carbon Monoxide (C) levels shall be continually monitored and recorded. This monitor shall be  
40 placed in the air line between backup air supply and workers and shall also sound an alarm as  
41 specified under "Warning Devices".

42  
43 The compressor shall automatically be shutdown and the alarms sounded if any of the following  
44 occur:

45  
46 Carbon Monoxide (CO) concentrations exceed 500 PPM/V in the air line between the  
47 filter bank and backup air supply.

48  
49 Compressor temperature exceeds normal operating range.

50  
51 Compressor motor shall be an electric motor. Compressors driven by gas or diesel engines shall  
52 not be used.

53  
54 An after cooler shall be provided at the entry to the filter system which is capable of reducing  
55 temperatures to outside ambient air temperatures.

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System configuration shall permit the recharging of 1/2 hours 2260 PSI SCBA cylinders.

Compressed air systems shall be designed to provide air volumes and pressures to accommodate respirator manufacturer's specifications. The compressed air systems shall have a receiver of adequate capacity to allow escape of all respirator wearers from contaminated areas in the event of compressor failure. Compressors must meet the requirements of 29 CFR 1910.134 (d). Compressors must have an in-line carbon monoxide monitor; periodic inspection of the carbon monoxide monitor must be evidenced. Documentation of adequacy of compressed air systems/respiratory protection system must be retained on site. This documentation will include a list of compatible components with the maximum number and type of respirators that may be used with the system. Periodic testing of compressed air shall insure that systems provide air of sufficient quality (Grade D breathing air as described in Compressed Gas Association Commodity Specifications G-7.1).

Full body disposable protective clothing, including head, body and foot coverings consisting of material impenetrable by asbestos fibers (Tyvek<sup>R</sup> or equivalent) shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

Additional safety equipment, such as hard hats meeting the requirements of ANSI Standard Z89.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves, as necessary, shall be provided to all workers and authorized visitors.

Nonskid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

Provide sufficient supply of disposable mops, rags and sponges for work area decontamination.

Provide scaffolds, ladders, lifts and hand tools such as scrapers, wire cutters, brushes, utility knives, wire saws, as the work requires.

Sprayers with pumps capable of providing 14-15 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

Rubber dust pans and rubber squeegees shall be provided for cleanup.

Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

A sufficient supply of HEPA filtered vacuum systems shall be available during cleanup.

Airless spray equipment with an adjustable low pressure nozzle shall be provided for spraying encapsulants. Nozzle tip size and pressure adjustment shall conform to encapsulant manufacturers written recommendations.

Heavy duty power cables for temporary electrical service and a portable electric generator for maintaining negative pressure in the work area in case of power failure.

Warning Signs and Labels: As required OSHA Regulation 29 CFR 1925.58(k).

Other equipment the Contractor deems necessary for asbestos abatement work shall be submitted to the County Project Manager for approval prior to their use.

1  
2  
3 **PART 3 EXECUTION**

4 **GENERAL COMPLIANCE MEASURES**

5 Mandatory Protection Conditions: Contractor's employees shall wear appropriate respiratory protection and  
6 protective clothing under the following conditions:

7           During installation or implementation of engineering work practices and control measures.

8  
9           During maintenance and repair activities for which control measures, hereinafter described, are not  
10 feasible.

11  
12           Whenever the control measures are not yet sufficient to reduce exposure below the Permissible  
13 Exposure Limits (TWA and/or Excursion Limits).

14  
15           Whenever emergency conditions exist.

16  
17 Control Measures: The Contractor shall use one or any combination of the following control methods to  
18 achieve compliance with the "Permissible Exposure Limits" defined hereinbefore:

19  
20           Local exhaust ventilation equipped with HEPA filter dust collection systems.

21  
22           General dilution ventilation equipped with HEPA filtration systems on both exhaust and return air.

23  
24           Vacuum cleaners equipped with HEPA filters.

25  
26           Enclosure or isolation of processes producing airborne asbestos fibers and dust.

27  
28           Use of wet methods, wetting agents or removal encapsulants to control employee exposures during  
29 their performance of asbestos abatement activities.

30  
31           Prompt disposal of wastes contaminated with asbestos in leak-tight containers.

32  
33 Supplement to Control Measures: Whenever the control measures described above are not sufficient to  
34 reduce the employee exposure to or below the "Permissible Exposure Limits" (TWA and/or Excursion  
35 Limit), the Contractor shall continue to use the control measures to maintain the employee exposure to the  
36 lowest levels attainable and supplement them with the use of appropriate respiratory protection and  
37 protective clothing.

38  
39 Negative-Pressure Enclosure: A negative-pressure enclosure shall be employed whenever feasible, prior to  
40 commencing removal, demolition and renovation operations involving asbestos containing materials.

41  
42 Types of Respiratory Protection: The following Table represents the minimum respiratory protection  
43 required for given airborne concentrations of asbestos:  
44

Airborne Concentration of Asbestos, Tremolite,  
Anthophyllite, Actinolite,  
or a Combination of These Minerals

Required Respirator

Not in excess of 2 f/cc (10 X PEL)

1. Half-mask air purifying respirator equipped with high-efficiency filters.

Not in excess of 10 f/cc (50 X PEL)

1. Full faceplate air purifying respirator equipped with high-efficiency filters.

Not in excess of 20 f/cc (100 X PEL)

1. Any powered air purifying respirator equipped with high efficiency filters.

2. Any supplied air respirator operated in continuous flow mode.

Not in excess of 200 f/cc (1000 X PEL)

1. Full facepiece supplied air respirator operated in pressure demand mode.

Greater than 200 f/cc (1,000 X PEL)  
or unknown concentration

1. Full facepiece supplied air respirator operated in pressure demand mode equipped with an auxiliary positive pressure self-contained breathing apparatus.

1 NOTE: Respirators assigned for higher environmental concentrations may be used at lower concentrations.

2

3

A high-efficiency filter means a filter that is at least 99.97 percent efficient against mono-dispersed particles of 0.3 micrometers in diameter or larger.

4

5

6

Employee Rotation: The Contractor shall not use employee rotation as a means of compliance with Permissible Exposure Limits (TWA and/or Excursion Limit).

7

8

9

Supervision: The Contractor shall have a project supervisor on site at all times that only supervises the project and is responsible to assure contract and regulatory compliance.

10

11

12

**PREPARATION OF REGULATED AREA (As Applicable for Specific Project)**

13

Post warning signs at all approaches to a regulated area. Signs shall be posted at a distance sufficiently far enough away from the regulated area to permit any person to read the sign and take the necessary protective measures to avoid exposure.

14

15

16

Shutdown and lock out all heating, cooling and air conditioning system (HVAC) components that are in, supply or pass through the regulated area. Appropriate equipment and control measures shall be utilized to prevent contamination of building spaces. Seal all intake and exhaust vents in the work area with tape and 6 mil polyethylene. Also seal any seams in system components that pass through the regulated area.

17

18

19

Preclean all movable objects within the regulated area using a HEPA filtered vacuum or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the regulated area and carefully stored in an uncontaminated location.

20

21

22

Preclean all fixed objects in the regulated area using HEPA filtered vacuums or wet cleaning techniques as appropriate, if contamination is visibly covering them. Careful attention must be paid to machinery and behind grills or gratings where access may be difficult but contamination significant. Also pay particular attention to wall, floor and ceiling penetrations behind fixed items. After precleaning, enclose fixed objects in four (4) mil polyethylene sheeting and seal securely in place with tape.

23

24

25

Preclean all surfaces in the regulated area using HEPA filtered vacuums and/or wet cleaning methods as appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with

26

27

28

29

30

31

32

33

1 equipment not equipped with HEPA filters. Do not disturb asbestos containing materials during the  
2 precleaning phase.

3  
4 Seal off all windows, doorways, elevator openings, corridors, tunnels, entrances, drains, ducts, grills, grates,  
5 diffusers, skylights and any other openings between the regulated area and uncontaminated areas outside of  
6 the regulated area (including the outside of the building, tunnels and crawl spaces) with four (4) mil  
7 polyethylene sheeting and tape.

8  
9 **Wall Covering:**

10  
11 Walls shall be covered with two (2) layers of four (4) mil polyethylene sheeting, starting at top of wall and  
12 extending down and across the floor area until it meets in the center of the floor. Here the covering sheets  
13 shall be taped together to form a monolithic covering which completely encases the regulated area.

14  
15 Polyethylene sheets shall be sized to minimize seams. Seams shall be staggered and separated by a distance  
16 of at least six (6) feet.

17  
18 Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This may require  
19 additional support/attachment when negative pressure ventilation systems are utilized.

20  
21 **Floor Covering:**

22  
23 The floor area which has previously been covered with sheeting extended from the walls, shall be covered  
24 with one additional layer of six (6) mil (minimum) sheeting. Provide additional protection such as  
25 plywood, canvas, or extra plastic sheeting for floors requiring special protection such as carpeting,  
26 hardwood flooring and tile floors which may be damaged by water leakage, ladder feet or scaffold wheels.  
27 Additional layers of sheeting may be utilized as drop cloths to aid in cleanup of bulk materials.

28  
29 Polyethylene sheets shall be sized to minimize seams. If the floor area necessitates seams, those on  
30 successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring  
31 material. A distance of at least six (6) feet between seams is sufficient. Do not locate any parallel seams at  
32 wall/floor joints.

33  
34 Floor sheeting shall extend at least 24" up the side walls of the work area.

35  
36 **DECONTAMINATION ENCLOSURE SYSTEM (As Applicable for Specific Project)**

37 A decontamination enclosure system shall be provided at each location where workers will enter or exit a  
38 regulated area.

39  
40 Plans for construction, including materials and layout, shall be submitted as shop drawings and approved by  
41 the County Project Manager prior to work initiation. Decontamination enclosure systems constructed at the  
42 work site shall utilize six (6) mil opaque black or white polyethylene sheeting or other acceptable materials  
43 for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for the County  
44 Project Manager approval. Plans must include floor plan with dimensions, materials, size, thickness,  
45 plumbing and electrical utilities.

46  
47 The decontamination enclosure system shall consist of at least a clean room, a shower room, and an  
48 equipment room, each separated from each other and from the regulated area by air locks.

49  
50 Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through  
51 curtained doorways consisting of two sheets of overlapping six (6) mil polyethylene sheeting. The curtain  
52 doorway sheets shall be secured at the top and one side opposite each other. All curtains shall have weights  
53 attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in

1 use. Doorway designs, providing equivalent protection and acceptable to the Architect/Engineer may be  
2 utilized.

3  
4 Access between any two rooms in the decontamination enclosure system shall be through an airlock with at  
5 least three (3) feet separating each curtained doorway. Pathways into (from clean to contaminated) and out  
6 from (contaminated to clean) the regulated area shall be clearly designated.

7  
8 Clean room shall be sized to adequately accommodate the work crew. Clean disposable clothing,  
9 replacement filters for respirators, disposable towels and other necessary items shall be provided in  
10 adequate supply at the clean room. A location for postings shall also be provided in this area. Whenever  
11 possible, a lockable door shall be used to permit access into the clean room from outside the regulated area.

12  
13 Shower room shall contain one or more shower heads as necessary to adequately accommodate workers.  
14 Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure  
15 shall be constructed to insure against leakage of any kind. An adequate supply of soap and disposable  
16 towels shall be supplied by the Contractor and available at all times. Shower water shall be drained,  
17 collected and filtered as specified in the Article entitled: "Water Collection and Disposal," herein.

18  
19 The equipment room shall be used for storage of equipment and tools at the end of a shift after workers  
20 have been decontaminated using a HEPA filtered vacuum and/or wet cleaning techniques as appropriate.  
21 Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation  
22 equipment, extra tools, containers or surfactant and other materials and equipment that may be required  
23 during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool  
24 or equivalent filled with water) shall be located in the regulated area just outside the equipment room for  
25 workers to clean off foot coverings after leaving the regulated area and prevent excessive contamination of  
26 the worker decontamination enclosure system. A drum lined with a labeled six (6) mil polyethylene bag for  
27 collection of disposable clothing shall be located in this room. Contaminated rubber boots or other reusable  
28 footwear shall be stored in this area for reuse the following workday.

29  
30 **Waste Container Pass-Out Airlock:**

31  
32 The waste container pass-out airlock shall be constructed at some location away from the worker  
33 decontamination enclosure system. Wherever possible, this shall be located where there is direct access  
34 from the regulated area to the outside of the building.

35  
36 This airlock system shall consist of an airlock, a container staging area, and another airlock with access to  
37 outside the regulated area.

38  
39 The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination  
40 enclosure system using similar materials and airlock and curtain doorway designs.

41  
42 This airlock system shall not be used to enter or exit the regulated area. The airlock system shall be tightly  
43 sealed when not in use.

44  
45 Emergency exits shall be established and clearly marked with duct tape arrows or other effective  
46 designations to permit easy location from anywhere within the regulated area. They shall be secured to  
47 prevent access from uncontaminated areas, but still permit emergency exiting. These exits shall be properly  
48 sealed with polyethylene sheeting which can be cut to permit egress if needed. These exits may be through  
49 the decontamination enclosure, the waste pass-out airlock, other alternative exits satisfactory to fire  
50 officials.

51  
52  
53 **TEMPORARY ISOLATION PARTITIONS (As Applicable for Specific Project)**

1 Large rooms or open areas that require temporary air tight barriers to separate a contaminated regulated  
2 area from an uncontaminated area shall be provided with temporary partitions, constructed in the following  
3 manner:

4  
5 Walls shall be constructed of wood or metal framing to support barriers in all openings larger than 4' x 8'.  
6

7 A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to work side of barrier.  
8

9 Cover the work side of partition with a double layer of four (4) mil polyethylene sheeting with staggered  
10 joints and seal in place.

11  
12 Provide at least one (12" x 12") window in the barrier system, where feasible, for the purpose of viewing  
13 into the regulated area. The window shall consist of heavy gauge plastic or clear safety glass. Panes shall  
14 be framed into the barrier system and completely sealed to prevent any leakage of air through the unit.  
15

16 **MAINTENANCE OF ENCLOSURE SYSTEM (As Applicable for Specific Project)**

17 Following completion of the construction of all polyethylene barriers and decontamination system  
18 enclosures, initiate negative pressure system and allow overnight settling to insure that barriers will remain  
19 intact and secured to walls and fixtures before beginning actual abatement activities.  
20

21 All polyethylene barriers and decontamination enclosure systems shall be inspected at least twice daily by  
22 the Contractor's competent person prior to the start of each day's abatement activities and following the  
23 completion of the day's abatement activities. Document inspections and observations in the daily project  
24 log.  
25

26 Damage and defects in the enclosure system are to be repaired immediately upon discovery.  
27

28 Use smoke tubes to test the effectiveness of the barrier system when directed by Owners Project  
29 Representative.  
30

31 Anytime during the abatement activities, if visible construction related dust or debris is observed outside of  
32 the regulated area or if damage occurs to barriers, work shall immediately stop, repairs shall be made to  
33 barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.  
34

35 Openings made in the enclosure system to accommodate negative air pressure system shall be made airtight  
36 with tape and caulking as needed. If more than one unit is installed, they should be turned on one at a time,  
37 checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure  
38 that adequate power supply is available to satisfy the requirements of the ventilating and exhaust units.  
39 Negative pressure units shall be exhausted to the outside of the building. They shall not be exhausted into  
40 occupied areas of the building. Careful installation and daily inspections shall be done to insure that the  
41 ducting does not release fibers into uncontaminated building areas.  
42

43 Use of enclosure system shall not commence until the following has been accomplished:  
44

45 Enclosure systems have been constructed, inspected, and tested.  
46

47 Negative pressure systems are functioning adequately.  
48

49 All preabatement submissions, notifications, postings and permits have been provided and approved by the  
50 Architect/Engineer, or Construction Representative, as applicable.  
51

52 All equipment for abatement, cleanup and disposal are on hand.  
53

54 All worker training is completed.

1  
2 Contractor has received written notice to commence abatement work from the Division, based on  
3 recommendation of the Owners Project Representative.

4  
5 **WORKPLACE ENTRY AND EXIT PROCEDURES**

6 All workers and authorized personnel shall enter the regulated area through the decontamination enclosure  
7 system.

8  
9 All personnel who enter the regulated area must sign the registration log, located in the clean room, both  
10 upon entry and exiting the area.

11  
12 All personnel shall proceed first to the clean room, remove all street clothes, and appropriately don  
13 respiratory protection (as approved for the job conditions) and disposable coveralls, head covering and foot  
14 covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirators and  
15 protective clothing shall be provided and utilized by each person for each separate entry into the regulated  
16 area.

17  
18 Personnel wearing designated personal protective equipment shall proceed from the clean room through the  
19 decontamination enclosure system to the regulated area.

20  
21 Before leaving the regulated area all personnel shall remove gross contamination from the outside of  
22 respirators and protective clothing by brushing or wet wiping procedures. (Small HEPA vacuums with  
23 brush attachments may be utilized for this purpose.) Each person shall clean bottoms of protective footwear  
24 in the walk-off pan just prior to entering the equipment room.

25  
26 Personnel shall proceed to equipment room where they remove all protective equipment except respirators.  
27 Deposit disposable clothing into appropriately labeled containers for disposal.

28  
29 Reusable, contaminated footwear shall be stored in the equipment room when not in use in the regulated  
30 area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. Rubber boots  
31 may be decontaminated at the completion of the abatement for reuse.

32  
33 Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and  
34 the exposed face area under running water prior to removal of respirator and shower and shampoo to  
35 remove residual asbestos contamination. Various types of respirators will require slight modification of  
36 these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in  
37 the equipment room and worn into the shower. A powered air purifying respirator facepiece will have to be  
38 disconnected from the filter/power pack assembly which is not waterproof, upon entering the shower.  
39 Cartridges must be in place for each new entry into the regulated area.

40  
41 After showering and drying off, proceed to the clean room and don street clothing even though there will be  
42 later reentry into the regulated area or street clothes if it is the end of the work shift.

43  
44 Workers shall NOT eat, drink, smoke, chew gum or tobacco in the regulated area. To eat, drink or smoke,  
45 workers shall follow the procedure described above, then dress in street clothes before entering the  
46 nonregulated areas of the building.

47  
48 Where Project Required (Not Nurses Dorm): Abatement Contractor will be directed to do minor  
49 maintenance work within the confined space so maintenance staff will not have to enter area. This would be  
50 less than one hour of time. Examples of this work would be to read a gauge or take a sample as directed by  
51 maintenance staff.

52  
53 These procedures shall be posted in the clean room and equipment room.  
54



1 **WASTE CONTAINER PASS-OUT PROCEDURE**

2 Asbestos contaminated waste that has been containerized shall be transported out of the regulated area  
3 through the waste container pass-out airlock (or through the decontamination enclosure if a separate airlock  
4 has not been constructed).

5  
6 The inside team wearing protective clothing and respirators appropriate for the contaminated regulated area  
7 shall clean the entire surface, including bottoms, of properly labeled bags, using HEPA vacuums and wet  
8 wiping techniques and transport them into the waste container pass-out airlock where they will be placed  
9 into another properly labeled bag. No worker from the inside team shall further exit the regulated area  
10 through this airlock.

11  
12 Workers from outside the regulated area wearing appropriately assigned respirators, shall enter the airlock  
13 from outside the regulated area. No worker from the outside team shall further enter the regulated area  
14 through this airlock.

15  
16 The exit from this airlock shall be secured to prevent unauthorized entry.

17  
18 **WATER COLLECTION AND DISPOSAL**

19 All water resulting from precleaning operation, excess from floor of regulated area and the final cleaning  
20 operation shall be collected and placed in sealed containers for disposal as contaminated material.

21  
22 Water from the decontamination shower shall be collected in a holding tank and filtered to remove particles  
23 of 0.5 microns or larger size before draining water into sanitary sewer system. The drainage and filtering  
24 system shall consist of the following:

25  
26 A centrifugal pump capable of pumping at least 25 gallons/minute.

27  
28 Two filter cartridge housings, one serving as a prefilter, utilizing at least 6 cylindrical 100 micron filters  
29 (reusable type) and the other serving as final filter with 6 cylindrical 0.5 micron filters.

30  
31 Maintain two sets (6 cylinders per set) of 100 micron filters, to allow one set to be cleaned while the other  
32 set is in use.

33  
34 A common garden hose may be connected to final filter housing to drain water to sanitary sewer system.

35  
36 **WET REMOVAL PROCEDURE**

37 Wet all asbestos containing material with an amended water solution, or removal encapsulant, using  
38 equipment capable of providing a fine spray mist, in order to reduce airborne fiber concentrations when the  
39 material is disturbed. Saturate the material to the substrate. Keep all removed material wet to prevent fiber  
40 release until it can be containerized for disposal. If regulated area temperatures are below 32°F. and  
41 amended water is subject to freezing, modify as specified for surfactant in Article entitled: "Materials,"  
42 herein. Maintain a high humidity in the regulated area by misting or spraying to assist in fiber settling and  
43 reduce airborne concentrations.

44  
45 Saturated asbestos containing material shall be removed in manageable sections. Removed material should  
46 be containerized before moving to a new location for continuance of work. Surrounding areas shall be  
47 periodically sprayed and maintained in a wet condition until visible material is cleaned up.

48  
49 Material removed from building structures or components shall not be dropped or thrown to the floor.  
50 Material should be removed as intact sections or components whenever possible and carefully lowered to  
51 the floor. If this cannot be done for materials greater than 50 feet above the floor, a dust-tight chute shall be  
52 constructed to transport the material to containers on the floor or the material may be containerized at  
53 elevated levels (e.g. on scaffolds) and carefully lowered to the ground by mechanical means. For materials

1 between 15 and 50 feet above the ground they may be containerized at elevated levels or dropped onto  
2 inclined chutes or scaffolding for subsequent collection and containerization.

3  
4 Bags shall be considered full when half their capacity have been filled. They should be securely sealed to  
5 prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in gooseneck  
6 fashion. Do not seal bags with wire or cord.

7  
8 Large components removed intact may be wrapped in two (2) layers of six (6) mil polyethylene sheeting  
9 secured with tape for transport to the approved disposal site.

10  
11 Asbestos containing waste with sharp edged components (e.g., nails, screws, metal lath, tin sheeting) shall  
12 be placed into drums for disposal in lieu of polyethylene bags. Drums shall be marked to differential  
13 contents from those drums containing bagged material.

14  
15 After completion of all stripping work, surfaces from which asbestos containing materials have been  
16 removed such as plaster base coat or metal deck, etc., the surfaces shall be wet brushed and sponged to  
17 remove all visible residue.

18  
19 **CEILING SYSTEM REMOVAL (As Applicable for Specific Project)**  
20 Ceiling systems that are removed will not be reused. Removal is to be done by demolition contractor in  
21 phases.

22  
23 When removal of ceiling grid suspension system is not necessary for accessibility, to the asbestos  
24 containing materials leave the system in place and clean properly following completion of abatement, as  
25 specified in the Article of this section entitled: "Cleanup Procedure."

26  
27 Remove plaster/drywall ceilings including lath, furring channel system, wire mesh, ties, clips, screws, nails  
28 and other accessory items as necessary and dispose of them as asbestos contaminated waste material. As  
29 work progresses, spray ceiling materials and debris with amended water to keep wet until containerized for  
30 disposal.

31  
32 **PIPE TUNNEL REMOVAL WORK (As Applicable for Specific Project)**  
33 A decontamination enclosure shall be provided at the entrance to the pipe tunnel. All requirements for  
34 regulated area entry and exit procedures and waste container pass-out procedures, as hereinbefore specified,  
35 shall apply to this work.

36  
37 All openings within the pipe tunnel shall be sealed with six (6) mil polyethylene and tape. The existing  
38 surfaces within the space will not be required to be covered with polyethylene sheeting.

39  
40 A negative pressure system shall be required to maintain the security of the work space and the integrated  
41 decontamination enclosure.

42  
43 All loose and fallen asbestos-containing material shall be very carefully cleaned up with an industrial  
44 vacuum equipped with HEPA filter.

45  
46 After asbestos abatement work has been completed in the pipe tunnel, all ceiling, wall and floor surfaces  
47 shall be cleaned with the HEPA equipped vacuum. All cleaned surfaces shall be sealed with an approved  
48 encapsulant.

49  
50 **SMALL SCALE - SHORT DURATION REMOVAL PROCEDURE**

51 Glovebag Method:

52  
53 All workers who are permitted to use the glovebag technique must be trained, experienced and skilled in  
54 this method.

1 All tools and materials that will be required during the removal procedure, shall be placed into the tool  
2 pouch.

3  
4 Glovebag shall be installed so that it completely encompassed the surface where removal work will take  
5 place. The side seams of the glovebag shall be cut the appropriate length to accommodate a size that will fit  
6 over the removal area. The bag shall be placed in position, the edges of the bag shall be folded together and  
7 sealed with tape. All openings in the bag shall be sealed with duct tape (or equivalent material). The  
8 bottom seam of the bag must also be sealed with tape to prevent leakage.

9  
10 Workers performing asbestos removal with glovebag shall wear (as a minimum) half mask dual--cartridge  
11 HEPA--equipped respirator, and full protective clothing to protect against the possibility of accidental  
12 leakage.

13  
14 All material removed within the glovebag shall be thoroughly wetted with wetting agent, or removal  
15 encapsulant, applied with airless sprayer through the side port provided in the bag. After asbestos  
16 containing material has been removed, the exposed base surface must be thoroughly cleaned and wet wiped  
17 until all traces of asbestos-containing material is removed.

18  
19 Create constant negative pressure by running a HEPA vacuum hose into bag.

20  
21 Any exposed edges of asbestos-containing that will remain after bag is removed, shall be encapsulated with  
22 a bridging encapsulant to seal the material from releasing fibers to the atmosphere.

23  
24 In all glovebag removal settings, all doors, windows and other openings to the functional space must be  
25 sealed with a minimum of four (4) mil polyethylene sheeting. The HVAC system must be shut down. Once  
26 the area is completely sealed off, negative air pressure must be introduced to the entire functional space.

27  
28 In glove bag settings which involve small scale short duration removal the immediate area shall be prepared  
29 using the following techniques; polyethylene drop cloths (minimum 6 mil) on floor and walls in a 12 foot  
30 perimeter of the removal area, negative air machine present and running in the immediate area. Glove bag  
31 must be placed under variable negative pressure during removal stages. A centralized five stage  
32 decontamination system must be established in the building for this method of glovebag removal.

33  
34 Mini-Enclosure Method:

35  
36 A mini-enclosure may be built around an area which is too large for glovebag method, but is of small-scale  
37 and short duration work and would not warrant large enclosure.

38  
39 The mini-enclosure can be small enough to restrict the space to use by one worker. A small change room  
40 shall be contiguous to the mini-enclosure. The change room shall be a minimum of three (3) feet square.

41  
42 The mini-enclosure shall be constructed by affixing plastic sheeting to existing walls and covering the floor  
43 with plastic sheeting which shall extend up walls at least 24 inches and sealed with tape. If existing walls  
44 are not available, a 2 x 4 wood frame shall be constructed and two (2) layers of six (6) mil polyethylene  
45 sheeting applied to the interior side of frame to allow clean "take-down," at completion. Sheeting shall be  
46 sealed with tape.

47  
48 The change room shall be constructed of 2 x 4 wood framing to which shall be applied two (2) layers of six  
49 (6) mil polyethylene sheeting to interior side of frame and sealed with tape. The change room shall be  
50 provided with double six (6) mil polyethylene curtains at the exit and the entrance to the mini work  
51 enclosure. Both curtains in each opening shall be secured at the top and one side opposite from the other.

1 A hose from a HEPA vacuum shall be extended through the wall of the Mini-Enclosure and the opening  
2 around the hose shall be sealed with tape. The HEPA vacuum shall run continuously during the time  
3 asbestos abatement work is taking place.

4  
5 All abatement work shall be conducted using the wet removal method and all debris from such work shall  
6 be bagged and disposed of as contaminated material. Upon completion, the interior surfaces of the  
7 regulated area shall be cleaned and sprayed with an encapsulant.

8  
9 Worker using the mini-enclosure method shall wear two (2) Tyvek<sup>R</sup> or equivalent disposable work suit and  
10 the appropriate HEPA filtered dual cartridge respiratory protection. Upon completion of the work and  
11 before leaving the change area, worker shall remove outer work suit and then proceed to a shower that is not  
12 contiguous with the work area.

13  
14 The polyethylene enclosure, comprising the regulated area and the change room, shall be collapsed  
15 inwardly, bagged and disposed of as contaminated material.

16  
17 **ENCAPSULATION PROCEDURES (As Applicable for Specific Project)**

18 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated Area",  
19 hereinbefore.

20  
21 Repair damaged and missing areas of existing materials with nonasbestos-containing substitutes. Material  
22 must adhere adequately to existing surfaces and provide an adequate base for application of encapsulating  
23 agents. Filler material shall be applied in accordance with manufacturer's recommended specifications.

24  
25 Spray apply with airless equipment with low nozzle pressure to all surfaces where asbestos is removed or  
26 surfaces containing asbestos that are to remain in place. Spray must completely encapsulate any remaining  
27 asbestos, permanently locking it in place.

28  
29 Apply a minimum of one (1) coat with coverage in strict accordance with manufacturer's recommendations.  
30 Surfaces must be dry and free of dirt, oil and dust.

31  
32 **ENCLOSURE PROCEDURE (As Applicable for Specific Project)**

33 Clean and isolate the regulated area as specified in Article entitled: "Preparation of Regulated Area"  
34 hereinbefore.

35  
36 Spray areas that will be disturbed during the installation of hangers or other support/framing materials for  
37 the enclosure with water containing the specified surfactant. Keep these areas damp to reduce airborne  
38 fiber concentrations.

39  
40 Remove loose or hanging asbestos containing materials.

41  
42 After installation of hangers and other fixing devices and before installation of enclosure, repair damaged  
43 areas of fireproofing/thermal insulation materials as required using a nonasbestos-containing replacement  
44 material. Prepare surfaces and apply replacement material in accordance with manufacturer's  
45 recommendations.

46  
47 **AIR MONITORING**

48 Air samples shall be taken with a high volume pump having a capacity of 10 to 16 liters per minute. This  
49 does not include breathing zone pump.

50  
51 All sample collection procedures and evaluation to determine employee exposure levels shall conform with  
52 the requirements of Appendix A to OSHA Standard 29 CFR 1926.58. Clearance testing will be performed  
53 by the Contractor's Sampling Professional. Three (3) periodic tests must be performed by the Contractor's  
54 Air Sampling Professional as directed by the Owners Project Engineer.

1  
2 All samples collected shall be analyzed by a laboratory accredited by the American Industrial Hygiene  
3 Association and the results of each analysis shall be submitted to the Owners Project Engineer for the  
4 record.

5  
6 Documentation requirements must include the following, as a minimum:  
7

8 Air Sampling Procedures: Sampling times; sampling locations (with appropriate diagrams);  
9 evidence of periodic inspection of sampling equipment; documentation of pre and post calibration  
10 of equipment; detailed description of work conditions; description of worker protective devices;  
11 and a description of any atypical environmental conditions.  
12

13 Air Sampling Analysis: Sample identification; sample duration; sample flow rate; total air volume;  
14 total fibers counted; total fields counted; blank filter analysis; reticule field area; and fiber  
15 concentration in fibers per cubic centimeter.  
16

17 The concentration of fibers shall be determined by the membrane filter method at 400-450X  
18 (magnification) (4 millimeter objective) with phase contrast illumination.  
19

20 Minimum testing required for the project shall consist of the following:  
21

22 Three (3) periodic tests as directed by Owners Project Engineer.  
23

24 OSHA P.E.L. Compliance Testing as ref. 1910.28. Within the breathing zone of each worker  
25 category (i.e., wetter, receiver, bagger) 25% of the crew or one per job category.  
26

27 Three (3) periodic determinations of employee exposure shall be made by collecting one or more  
28 breathing zone samples that are representative of the 8-hour TWA, full-shift exposure for each  
29 employee in each regulated area; and one or more breathing zone air samples that are representative  
30 of 30-minute exposures associated with operations that are most likely to produce exposures above  
31 the excursion limit for employees in each regulated area.  
32

33 Periodic testing may be dispensed with if employees are equipped with supplied-air respirators  
34 operated in a positive-pressure mode while performing abatement work.  
35

36 The Owners Project Engineer has the authority to stop the abatement work under the provisions of the  
37 General Conditions of this contract at anytime the Owners Project Engineer determines either personally or  
38 through the services of the air sampling professional that conditions are not in compliance with the  
39 specifications and applicable regulations. The stoppage of work shall continue until conditions have been  
40 corrected and corrective steps have been taken to the satisfaction of the Owners Project Engineer. Standby  
41 time required to resolve violations shall be at the Contractor's expense.  
42

43 **CLEANUP PROCEDURE**

44 Remove and containerize all visible accumulations of asbestos containing material and asbestos  
45 contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do not use  
46 metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to  
47 floor sheeting.  
48

49 Wet clean all surfaces in the regulated area using rags, mops and sponges as appropriate. (Note: Some  
50 HEPA vacuums might not be wet-dry vacuums.)  
51

52 Prior to removing the inner layer of plastic sheeting, the sheeting shall be sprayed with an encapsulant, so  
53 that any residue remaining will be adhered to the plastic sheeting.  
54

1 Remove the cleaned inner layer of plastic sheeting from walls and floors. Windows, doors, HVAC system  
2 vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in  
3 continuous operation. Decontamination enclosure systems shall remain in place and be utilized.  
4  
5 Remove all containerized waste from the regulated area and waste container pass-out airlock.  
6  
7 The County Project Manager, DNR Representative and the Contractor shall inspect the regulated area for  
8 visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the  
9 cleaning cycle shall be repeated.  
10  
11 After cleaning the regulated area the Contractor may either spray the remaining barrier material with  
12 encapsulant or, wait at least 24 hours to allow fibers to settle and HEPA vacuum and wet clean all objects  
13 and surfaces in the regulated area again.  
14  
15 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.  
16  
17 The regulated area shall be cleaned until it is in compliance with clearance testing specified in Article  
18 entitled: "Clearance Testing," hereinafter.  
19  
20 Following the satisfactory completion of clearance air testing remaining barriers may be removed and  
21 properly disposed of. All fixed objects within the area, which were covered with polyethylene prior to  
22 abatement work, shall be uncovered and thoroughly cleaned. A final visual inspection by the Owners  
23 Project Engineer, DNR Representative and the Contractor shall insure that no contamination remains in the  
24 regulated area. Unsatisfactory conditions shall require additional cleaning and air testing.  
25  
26 **CLEARANCE TESTING - PHASE CONTRAST MICROSCOPY (PCM)**  
27 Clearance sampling and analysis shall be performed only after the asbestos abatement work area has been  
28 completely cleaned and visually inspected.  
29  
30 Air sampling by the Asbestos Abatement Contractor for final clearance shall be conducted using collection  
31 procedures in accordance with NIOSH Standard Analytical Method 7400. Air volumes shall be sufficient  
32 to provide reliable results down to a concentration of 0.01 fibers per cubic centimeter of air (f/cc) or lower.  
33 Minimum air volumes of 1,200 liters shall be collected on a 25 mm filter.  
34  
35 A minimum of three (3) samples shall be taken for each 1,000 square feet of enclosed area or as determined  
36 otherwise by the County Project Manager. The specific locations where samples shall be taken shall be  
37 established by the County Project Manager.  
38  
39 Aggressive sampling shall be performed with portable fans circulating air in the work area to simulate  
40 actual use conditions. Negative pressure ventilation units shall not be used for this purpose.  
41  
42 Air samples shall be analyzed by Phase Contrast Microscopy.  
43  
44 All samples analyzed shall indicate concentrations of airborne fibers less than 0.01 f/cc, or less than the  
45 average of the fiber count established by Base Testing for outside containment air, whichever is greater.  
46 Areas exceeding this level shall require the area to be recleaned using procedures specified in article  
47 entitled, "Cleanup Procedure", and retested until satisfactory levels are obtained. Only when tests meet the  
48 acceptable level, can the protective barriers of the regulated area be removed.  
49  
50 The cost of any testing and retesting, necessitated as a result of failure to meet requirements for clearance,  
51 shall be borne by the Contractor.  
52  
53  
54

1 **CLEARANCE TESTING - TRANSMISSION ELECTRON MICROSCOPY (TEM)**

2 Clearance sampling and analysis shall be performed only after the asbestos abatement work area has been  
3 completely cleaned and visually inspected.

4  
5 Simultaneously, five samples shall be collected within the enclosed work area and five additional samples  
6 shall be collected outside the enclosure for the purpose of comparison. The volume of air drawn for each  
7 sample collected shall be equal to or greater than 1200 liters of air using a 25 mm filter, or 2800 liters of air  
8 using a 37 mm filter. An additional three samples (referred to as field blanks) shall be provided. Two  
9 samples shall be taken by removing the cap for 30 seconds and replacing it. These samples shall be made at  
10 entrance to enclosure and at an ambient site. The third sample shall remain sealed and kept with the other  
11 samples.

12  
13 The sample collected from the enclosed work area shall be analyzed first, using the TEM method specified  
14 in EPA regulation 40 CFR Part 763, Appendix A to Subpart E. If the average concentration of asbestos in  
15 the five samples does not exceed the filter background level of 70 structures per square millimeter, then the  
16 area may be declared clear of asbestos.

17  
18 Should the analysis in Paragraph C. (herein) fail the background level, then a comparison of the ten samples  
19 shall be made to determine if the average of the enclosure samples is not significantly larger than the  
20 average of the outside samples and the three field blanks. A statistical comparison using the Z-test found in  
21 Appendix A to Subpart E shall be used to determine if the two averages are significantly different. Should  
22 the test indicate no significant difference, the area will be considered clear of asbestos. If a significant  
23 difference is noted, the cleaning procedure shall be repeated and retesting shall be required at the  
24 Contractor's expense.

25  
26 **DISPOSAL PROCEDURES**

27 Transportation and disposal of ACM or PACM will be done in accordance to applicable regulatory  
28 agencies, including but not limited to DOT, DNR, EPA. Disposal of regulated asbestos containing material  
29 (RACM) and other applicable waste will be done at the Dane County Landfill, located at 7102 US Hwy 12,  
30 Madison WI 53718, unless otherwise directed by Dane County.

31  
32 As the work progresses, to prevent exceeding available storage capacity on site, sealed and labeled  
33 containers of asbestos containing waste shall be removed and transported directly to the Dane County  
34 Landfill. Use of intermediate storage locations is not an accepted disposal procedure.

35  
36 The Contractor shall provide documentation in the form of a transportation and disposal manifest that will  
37 provide a chain-of-custody record of all asbestos-containing waste from project site to the disposal site. An  
38 example of the form to be used is appended to this document. All asbestos-containing waste generated must  
39 be accounted for by these records and copies of all such records shall be delivered to the Construction  
40 Representative.

41  
42 Transportation to the Landfill:

43  
44 Once bags have been removed from the regulated area, they shall be loaded into an enclosed truck  
45 for transportation.

46  
47 The enclosed cargo area of the truck shall be free of debris and lined with six (6) mil polyethylene  
48 sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be  
49 installed first and extend up the side walls. Wall sheeting shall be overlapped and taped into place.

50  
51 Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent  
52 shifting and tipping. Large components shall be secured to prevent shifting and bags placed on  
53 top. Do not throw containers into truck cargo area.

1 Personnel loading asbestos containing waste shall be protected by disposable clothing including  
2 head, body and foot protection and at a minimum, half-facepiece, air-purifying, dual cartridge  
3 respirators equipped with HEP filters.

4  
5 Any debris or residue observed on containers or surfaces outside of the regulated area resulting  
6 from cleanup or disposal activities shall be immediately cleaned up using HEPA filtered vacuum  
7 equipment and/or wet methods.

8  
9 Disposal at the Landfill:

10  
11 Upon reaching the landfill, trucks are to approach the dump location as closely as possible for  
12 unloading of the asbestos containing waste.

13  
14 Bags, drums and components shall be inspected as they are off-loaded at the disposal site.  
15 Damaged containers shall be very carefully taped shut and repacked into drums or bags as  
16 applicable.

17  
18 Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of  
19 trucks (weight of wet material could rupture bags).

20  
21 Personnel off-loading containers at the disposal site shall wear protective equipment consisting of  
22 disposable head, body and foot protection and, at a minimum, half-facepiece, air-purifying, dual  
23 cartridge respirators equipped with HEPA filters.

24  
25 Following the removal of all containerized waste, the truck cargo area shall be decontaminated  
26 using HEPA vacuums and wet methods to meet the no visible residue criteria. Polyethylene  
27 sheeting shall be removed and discarded along with contaminated cleaning materials and  
28 protective clothing, in bags or drums at the disposal site.

29  
30 **REESTABLISHMENT OF REGULATED AREA (As Applicable for Specific Project)**

31 Reestablishment of the regulated area shall only occur following the completion of cleanup procedures and  
32 after clearance air monitoring has been performed and documented to the satisfaction of the Owners Project  
33 Engineer.

34  
35 Resecure mounted objects removed from their former positions during area preparation activities.

36  
37 Resecure and relocate objects that were removed to temporary locations back to their original positions.

38  
39 Reestablish HVAC and mechanical systems in proper working order. Remove potentially contaminated  
40 HVAC system filters and dispose of as asbestos contaminated waste. Decontaminate filter assembly using  
41 HEPA vacuums and wet cleaning techniques.

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## SECTION 01 74 19

### RECYCLING

#### PART 1

#### PART 2 GENERAL

##### 2.1 SUMMARY

- A. Section Includes:
  - 1. Waste Management Goals
  - 2. Waste Management Plan
  - 3. Reuse
  - 4. Recycling
  - 5. Materials Sorting and Storage On Site
  - 6. Lists of Recycling Facilities Processors and Haulers
  - 7. Waste Management Plan Form
  
- B. Related Sections:
  - 1. Section 01 00 00 - Basic Requirements

##### 2.2 WASTE MANAGEMENT GOALS

- A. Dane County requires that as many waste materials as possible produced as result of this project be salvaged, reused or recycled in order to minimize impact of construction waste on landfills and to minimize expenditure of energy and cost in fabricating new materials. Additional information may be found in The Dane County Green Building Policy, Resolution 299, 1999-2000.
  
- B. Contractor shall develop, with assistance of the County Project Manager, a Waste Management Plan (WMP) for this project. Outlined in RECYCLING section of this specification are examples of materials that can be recycled or reused as well as recommendations for waste sorting methods.

##### 2.3 WASTE MANAGEMENT PLAN

- A. Contractor shall complete WMP and include cost of recycling / reuse in Bid. WMP will be submitted to Public Works Project Manager within fifteen (15) days of Notice to Proceed date. Copy of blank WMP form is in this Section. Submittal shall include cover letter and WMP form with:
  - 1. Information on:
    - a. Types of waste materials produced as result of work performed on site;
    - b. Estimated quantities of waste produced;
    - c. Identification of materials with potential to be recycled or reused;
    - d. How materials will be recycled or reused;
    - e. On-site storage and separation requirements (on site containers);

- f. Transportation methods; and
- g. Destinations.

#### 2.4 REUSE

- A. Contractors and subcontractors are encouraged to reuse as many waste materials as possible. Salvage should be investigated for materials not reusable on site.

#### 2.5 RECYCLING

- A. These materials can be recycled in Dane County area:
  - 1. Wood.
  - 2. Wood Pallets.
  - 3. Foam Insulation & Packaging (extruded and expanded).
  - 4. Corrugated Cardboard.
  - 5. Metal.
  - 6. Barrels & Drums.
  - 7. Solvents.

#### 2.6 MATERIALS SORTING AND STORAGE ON SITE

- A. Contractor shall provide separate containers for recyclable materials. Number of containers will be dependent upon project and site conditions.
- B. Contractor shall provide on-site locations for subcontractors supplied recycling containers to help facilitate recycling.

#### 2.7 LISTS OF RECYCLING FACILITIES PROCESSORS AND HAULERS

- A. Web site [www.countyofdane.com/pwht/recycle/categories.aspx](http://www.countyofdane.com/pwht/recycle/categories.aspx) lists current information for Dane County Recycling Markets. Contractors can also contact Dane County's Special Projects & Materials Manager at 608/266-4990, or local city, village, town recycling staff listed at site [www.countyofdane.com/pwht/recycle/contacts.aspx](http://www.countyofdane.com/pwht/recycle/contacts.aspx). Statewide listings of recycling / reuse markets are available from UW Extension at [www4.uwm.edu/shwec/wrmd/search.cfm](http://www4.uwm.edu/shwec/wrmd/search.cfm).

2.8 WASTE MANAGEMENT PLAN FORM

A. Contractor Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Recycling Coordinator: \_\_\_\_\_

MATERIAL	ESTIMATED QUANTITY	DISPOSAL METHOD (CHECK ONE)		RECYCLING / REUSE COMPANY OR DISPOSAL SITE
Salvaged & reused building materials	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Glass	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Wood	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Wood Pallets	_____ units	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Fluorescent Lamps	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Foam Insulation	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Asphalt & Concrete	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Bricks & Masonry	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
PVC Plastic	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Corrugated Cardboard	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Metals	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Carpet Padding	_____ cu. ft. _____ lbs.	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	
Gypsum / Drywall	_____ cu. yds. _____ tons	_____ Recycled	_____ Reused	Name: _____
		_____ Landfilled	_____ Other	

Shingles	_____ cu. yds. _____ tons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Barrels & Drums	_____ units	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Solvents	_____ gallons	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____
Other	_____	_____ Recycled _____ Landfilled	_____ Reused _____ Other	Name: _____

PART 3 PRODUCTS

Not Used.

PART 4 EXECUTION

Not Used.

END OF SECTION