# SCOPE OF WORK ASBESTOS-CONTAINING BUILDING MATERIAL REMOVAL SMOUSE SCHOOL – 2015 ASBESTOS ABATEMENT DES MOINES, IOWA PART 1 - GENERAL

## 1.1 SUMMARY

A. Section Includes:

- 1. Scope of work and summary for the removal of asbestos-containing materials.
- 2. Governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification.
- 3. Administrative and procedural requirements for submittals required for performance of the work.
- 4. Temporary enclosure systems and containment systems requirements.
- 5. Personnel and equipment decontamination unit requirements.
- 6. Equipment and procedures required for the removal of asbestos-containing material.

### 1.2 SCOPE OF WORK

- A. Location of the site is 2820 Center Street, Des Moines, Iowa 50312.
  - B. Contractor shall remove all asbestos-containing materials as identified on the Drawings.
  - C. The Des Moines Independent Community Schools District is the Owner. The Owner's point of contact is Mr. Dave Berger.
  - D. Apex Companies, LLC (Apex), 10052 Justin Drive, Suite L, Urbandale, Iowa 50322, (515) 727-8025, is the Owner's Representative for this work. The Owner's Representative Point of Contact is Ms. Diane Pals.
  - E. All correspondence shall be directed to the Owner with copies to the Owner's Representative.

# 1.3 REFERENCES

- A. American National Standards Institutes (ANSI)
  - 1. ANSI Z9.2 Fundamentals Governing the Design and Operation of Local Exhaust Systems
  - 2. ANSI Z87.1 Occupational and Educational Eye and Face Protection
  - 3. ANSI Z88.2 Respiratory Protection
- B. American Society for Testing and Materials (ASTM)
  - 1. E 84 Surface Burning Characteristics of Building Materials
  - 2. E 849-82 Safety and Health Requirements Relating to Occupational Exposure to Asbestos
  - 3. P-189 Specification for Encapsulates for Friable Asbestos-Containing Building Materials
- C. Code of Federal Regulations (CFR)
  - 1. 29 CFR 171 and 172 Hazardous Substances
  - 2. 29 CFR 1910 Occupational Safety and Health Standards
  - 3. 29 CFR 1926 Safety and Health Regulations for Construction

- 4. 40 CFR 61 National Emissions Standards for Hazardous Air Pollutants
- 5. 40 CFR 763 Asbestos Hazard Emergency Response Act (AHERA)
- 6. 42 CFR 84 Approval of Respiratory Protective Devices
- 7. 49 CFR 107 Hazardous Materials Program Procedures
- 8. 49 CFR 171 General Information, Regulations, and Definitions
- 9. 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
- 10. 49 CFR 173 Shippers General Requirements for Shipments and Packagings
- D. Compressed Gas Association (CGA)
  - 1. CGA G-7 (1990) Compressed Air for Human Respiration
  - 2. CGA G-7.1 (1989) Commodity Specification for Air
- E. Environmental Protection Agency (EPA)
  - 1. EPA 340/1-90-018 (1990) Asbestos/NESHAP Regulated Asbestos Containing Materials Guide
  - 2. EPA 340/1-90-019 (1990) Asbestos/NESHAP Adequately Wet Guidance
  - 3. EPA 560/5-85-024 (1985) Guidance for Controlling Asbestos-Containing Materials in Buildings
- F. National Institute of Occupational Safety and Health (NIOSH)
  - 1. NIOSH Publication Number 84-100 NIOSH Manual of Analytical Methods, Methods 7400 and 7402
- G. National Fire Protection Association (NFPA)
  - 1. NFPA 701 Methods of Fire Test for Flame-Resistant Textiles and Films
- H. State of Iowa Division of Labor's Asbestos Statute and Rules
  - 1. Chapter 81 Asbestos Control Procedures
  - 2. Chapter 82 Licensing of Business Entities, Licensing of Training Courses, and Worker Certification
  - 3. Chapter 88 Asbestos removal and Encapsulation
- I. Underwriters Laboratories (UL)
  - 1. UL 586 High-Efficiency, Particulate, Air Filter Units
- J. City of Des Moines Municipal Code
  - 1. City of Des Moines Fire Code

# 1.4 INSURANCE REQUIREMENTS

A. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All such insurance shall be subject to the approval of the Owner for adequacy of protection, and shall include a provision preventing cancellation without thirty (30) days' prior notice to the Owner in writing.

- B. <u>Liability Insurance Requirements</u>. The Contractor shall procure and maintain, at its own expense, until final completion and acceptance by the Owner, liability insurance as hereinafter specified. The liability insurance required is as follows:
  - 1. <u>Commercial General Liability Insurance</u>. Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting it from all claims for personal injury, including death and all claims for destruction of or damage to property arising out of or in connection with any operations under his Contract, whether such operations be by himself or by a subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him, or by anyone for whose acts any of them may be liable.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of one occurrence for bodily injury, including death, and property damage. The General Liability policy should have a general aggregate limit of \$2,000,000 for all damages and a products completed aggregate of \$2,000,000 for all damages. The policy should be endorsed to provide the designated construction project general aggregate endorsement showing the address of the project covered by this agreement.

All such insurance shall be written on a comprehensive policy form and shall specifically cover all blasting operations, elevators, products, completed operations, explosions, collapse, subsidence, and underground damage. Certificates evidencing the issuance of such insurance, addressed to the Owner, shall be filed with the Owner and Program Manager within ten (10) days after the date of the Notice of Contract Award.

- 2. The policy shall include the Owner and Program Manager as an additional insured. The insurer shall give the Owner and Program Manager notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the Owner and the Program Manager at least thirty (30) days' prior written notification of any cancellation or termination by refusal to renew the policy.
- C. <u>Worker's Compensation Insurance</u>. The Contractor shall maintain at his own expense, until completion of the work and final acceptance thereof by the Owner, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Iowa. The Contractor shall furnish the Owner with a certificate giving evidence that the Contractor is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions. All such certificates shall be furnished within ten (10) days after the date of the Notice of Award. This policy should also include Employer's Liability Insurance with minimum limits of \$500,000 each accident for bodily injury, \$500,000 each accident for bodily injury by disease.
- D. <u>Property Insurance</u>. The Owner shall pay for and maintain Property Insurance, covering property of every kind and description to be incorporated into the work, including materials and supplies, used or to be used, as part of or incidental to the construction operations. The insurance shall exclude the Contractor's and its subcontractors' equipment, tools, and machinery, that are not incorporated into the work. The Property insurance shall be written under a 'Special Cause of Loss Form' to include perils of fire, lightning, windstorm, vandalism, and theft, as well as other perils normally covered by the standard Insurance Service Office Special Cause of Loss Form.

A loss insured under the Owner's Property Insurance shall be adjusted by the Owner and made payable to the Owner on behalf of the Contractor and its subcontractors as their

interests may appear. The Contractor shall pay subcontractors their just portions of any insurance proceeds received by the Owner and paid to the Contractor.

Unless the Owner agrees otherwise, in writing, all monies received shall be applied toward rebuilding or repairing the destroyed or damaged work.

The Owner, Contractor, its subcontractors and suppliers waive all rights against each other for damages caused by fire or other perils to the extent covered by the Property Insurance (for damages in excess of \$100,000.00) obtained pursuant to this section or other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the Owner on their behalf. The Contractor shall require similar waivers of his subcontractors, sub-subcontractors, agents, and employees of any of them.

The deductible will be \$100,000.00. Contractor is responsible for all losses and damages less than the deductible.

- E. <u>Installation Floater</u>. The Contractor shall maintain an Installation Floater policy and Builder's Risk policy covering the Work and Materials not yet installed in the building or not otherwise covered by Builders Risk insurance. The Floater should have a minimum limit of \$100,000. The Floater shall cover the following areas:
  - 1. Property in transit; and
  - 2. Property stored off-site at a temporary location.
- F. <u>Comprehensive Automobile Liability</u>. The Contractor shall pay for and maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles in the following amounts:
  - 1. Bodily Injury and Property Damage: \$1,000,000 combined single limit
- G. All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement (See the Standard Endorsements Figure 1070.5), pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:
  - 1. <u>Nonwaiver of Government Immunity</u>. The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - 2. <u>Claims Coverage</u>. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
  - 3. <u>Assertion of Government Immunity</u>. The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
  - 4. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.
  - 5. This Government Immunities Endorsement shall be included on all Insurance policies which include the Owner as Additional Insured.
- H. <u>Cancellation and Insurance Companies</u>. All policies of insurance carried by the contractor shall provide for 30 days advance written notice of cancellation, non-renewal, or material change in insurance coverage directed to the Des Moines Independent

Community School District. The Owner will accept the policies written only by sureties legally authorized in the State of Iowa.

I. The contractor and its subcontractors, sub-subcontractors and their supplies are responsible for all damage to their own tools, equipment, and vehicles of every type. The contractors, its subcontractors, sub-subcontractors and their suppliers shall waive subrogation against the owner for any damage to such equipment, tools, and vehicles including any insurance in force to cover such equipment.

# 1.5 BONDS

- A. The Owner shall require the Bidder to whom a Contract is awarded to furnish both Performance and Labor and Material Payment bonds in the amount of one hundred percent, (100%), of the Contract price. Bonds shall cover the faithful performance of the Contract and the payment of all obligations arising thereunder. The Bidder will further provide warranties as required by the specifications or General Conditions.
- B. The bonds shall be executed on the forms included with the Contract Documents (forms shall not be removed from the Contract Documents; Bidders shall obtain original copies of the bond forms from the Program Manager). Accompanying each bond form shall be a "Power of Attorney" authorizing the attorney in fact to bind the surety company and certified to include the date of the bond.
- C. <u>Performance Bond</u> shall be in the amount of one hundred percent (100%) of the total amount of work covered by this contract. It shall guarantee the faithful performance of the Contractor or manufacturer; and it shall insure the District during the work required by any Contract and for a period of two (2) years from the date of final acceptance of the work, against faulty or improper materials and/or workmanship that may be discovered during that time. If required, warranties extending beyond two years, such as for roofing, shall be as specified in the individual specification sections.
- D. <u>Payment Bond</u> shall be in the amount of one hundred percent (100%) of the total amount of work covered by this contract; and shall be in accordance with the law of the State of lowa to secure the payment of all claims for labor and materials used or consumed in the performance of this Contract.
- E. Payment Bonds and Performance Bonds shall include:
  - 1. Full name and address of Contractor, Surety and Owner
  - 2. The Contract Date
  - 3. The exact amount of the Contract
  - 4. Signature of Contractor
  - 5. Corporate Seal if applicable
  - 6. Notarization of Contractor and Surety
  - 7. Power of Attorney
  - 8. <u>Local</u> contact for Surety, with name, phone number, and address to which legal notices may be sent.

# 1.6 BOND COSTS IN BIDS

A. Include all costs for Payment Bonds and Performance Bonds in Base Bids.

# 1.7 REGULATORY REQUIREMENTS

A. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable Federal, State, and local codes, regulations and standards have the same force and effect and are made a part of the Contract

Documents by reference as if copied directly into the contract documents, or as if published copies are bound herewith.

B. The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations and standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

# 1.8 UNEXPECTED DISCOVERY OF ACM

- A. For any previously untested building components suspected to contain asbestos and located in areas impacted by the work, the Contractor shall stop work in the area immediately and notify the Owner's Representative.
- B. Bulk samples of the material will be collected by the Owner's Representative and sent to a laboratory for analysis.
- C. If directed by the Owner's Representative or Owner, the Contractor shall stop work in the area until results of the material are received.
- D. Any additional components identified as ACM shall be removed by the Contractor. This additional work shall not begin until all appropriate paperwork has been completed and submitted to the Owner's Representative and approved by the Owner in accordance with the General Conditions of the Contract.

# 1.9 SCHEDULE

- A. Contractor shall submit written notification, as required by 40 CFR 61, Subpart M, to the regional asbestos NESHAP contact and the Owner's Representative immediately upon receipt of a notice to proceed.
- B. Pre Bid Meeting 2/11/15
- C. Bid Due Date 2/20/15 at 1:00 p.m.
- D. Phase 1A Start Date 6/4/15
- E. Phase 1A End Date 6/7/15
- F. Phase 1B Start Date 6/4/15
- G. Phase 1B End Date 6/9/15
- H. Phase 2A Start Date 6/7/15
- I. Phase 2A End Date 6/13/15
- J. Phase 2B Start Date 6/8/15
- K. Phase 2B End Date 6/12/15
- L. Phase 2C Start Date 6/12/15
- M. Phase 2C End Date 6/17/15
- N. Phase 3A Start Date 6/13/15
- O. Phase 3A End Date 6/17/15
- P. Phase 3B Start Date 6/17/15
- Q. Phase 3B End Date 6/21/15
  - 1. Abatement End Dates allows collection and analysis of clearance air samples and removal of all abatement equipment.

# **1.10 PROJECT CONDITIONS**

A. The building was constructed in 1931 and occupies approximately 54,000 square feet.

- B. The building may be occupied by additional construction trades personnel and building staff during asbestos removal activities.
- C. Contractor shall field verify prevailing conditions in order to determine the actual amounts of material and extent of area affected by summary and specifications.
- D. Contractor shall obtain all permits, licenses, and authorizations required prior to the start of work.
- E. All asbestos removal work shall be done using wet methods unless otherwise approved by the Owner or Owner's Representative.
- F. Under no condition shall asbestos-containing material be removed using high pressure water or compressed air.
- G. Domestic Water Service
  - 1. The existing domestic water service supplying the building is available for use in this work. All connections to this existing service shall be in accordance with Federal, State, and local regulations.
  - 2. A back flow preventer shall be installed on the temporary connection.
  - 3. The temporary water connections shall be inspected daily. Any leaks observed shall be immediately repaired.
  - 4. Upon completion of the work, the service shall be restored to pre-existing conditions.
- H. Sanitary Sewer Service
  - 1. The existing sanitary sewer service is available for use in this work.
  - 2. All temporary connections shall be inspected daily. Any problems observed shall be immediately repaired.
  - 3. Upon completion of the work, the service shall be restored to pre-existing conditions.
- I. Electrical Service
  - 1. The existing electrical service is available for use in this work. All connections to this existing service shall be through a temporary electrical panel to be supplied by the Contractor. All electrical connections shall be made in accordance with Federal, State, and local regulations.
  - 2. All temporary connections shall be made by a licensed electrician.
  - 3. All temporary connections shall be inspected daily. Any problems observed shall be immediately repaired.
  - 4. Upon completion of the work, the service shall be restored to pre-existing conditions.

# 1.11 QUALITY ASSURANCE

- A. Contractor shall have a minimum of 5 years documented experience in hazardous material abatement.
- B. Contractor's superintendent shall have a minimum of 2 years documented experience in the supervision of asbestos-removal activities.
- C. Employ sufficient number of skilled workers who are trained and experienced in the necessary crafts to complete the work. Use equipment adequate in size, capacity, and numbers to complete the work in a safe and timely manner.

- D. The Contractor shall continuously monitor and record the pressure differential between the regulated area and the building area outside of the regulated area with a monitoring device incorporating a continuous data recorder, as required. Monitoring device shall be equipped with a warning alarm that will sound if pressure differential drops below -0.02 in of water.
- E. Differential pressure measurement data shall be made available to the Owner's Representative at all times during asbestos-removal activities.
- F. The Contractor shall coordinate inspection of the regulated areas with the city of Des Moines Fire Department prior to the beginning of ACM removal activities. Owner's Representative shall be notified of the scheduled date and time of any planned inspections.

# 1.12 PROJECT MEETINGS

- A. The Contractor's superintendent shall attend a pre-abatement meeting prior to the start of any fieldwork. The purpose of this meeting will be to discuss the construction schedule, job conditions, review responsibilities and personnel assignments, locate contamination and decontamination areas and all temporary facilities, including, but not limited to, electricity, domestic water service, field office, storage, sanitation, and telephone.
- B. The Owner's Representative will coordinate the date, time, and location of all project meetings.
- C. The Owner's Representative will prepare and distribute meeting minutes.

# 1.13 AIR MONITORING AND CLEARANCE SAMPLING

- A. The Owner's Representative will collect clearance air samples, as required. If the clearance samples do not meet the regulatory requirements, the Contractor shall pay any additional sample collection, transportation, and analysis costs.
- B. Contractor shall collect and analyze all air samples required for worker protection.
- C. Clearance air samples will be analyzed using transmission electron microscopy (TEM) methodologies, unless it is determined that phase contrast microscopy (PCM) methods are acceptable, for a given asbestos-removal work area.
- D. TEM samples will be transmitted to an approved laboratory. TEM sample results will be available with a 24-hour turn-around time. The Contractor may request a faster turn-around time. Contractor shall pay for all costs associated with such faster turn-around time.

# 1.14 HEALTH AND SAFETY

- A. Contractor shall develop and maintain a written comprehensive site-specific health and safety plan and respiratory protection program in accordance with all Federal, State, and local government regulations.
- B. Contractor shall have two workers on site at all time who are trained and currently certified in first aid and cardio-pulmonary resuscitation (CPR).

# 1.15 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and overcrowding of construction spaces.
- C. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protection and installing.

- D. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- E. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

# 1.16 SUBMITTALS

- A. Prior to Start of Work Required Submittals
  - 1. The following submittals shall be submitted before the start of work.
    - a. Contractor Permits and Licenses
    - b. Certificates of Insurance
    - c. Bond Forms
    - d. Social Security, State Certification numbers, AHERA accreditation, and medical surveillance documentation for all Contractors staff participating in this project.
    - e. Project Superintendent AHERA Accreditation, Resume, Contractor/Supervisor Training Certificate
    - f. Summary of regulatory violations incurred by the Contractor during the preceding five (5) calendar-year period. Summary shall include: the name of the regulatory agency issuing the violation(s); description of the violation(s); explanation of any resolution for the violation(s), including monetary sums paid in the form of restitution or fines.
    - g. First Aid and CPR Certificates
    - h. Health and Safety Plan
    - i. Respirator Protection Program
    - j. Waste Transporter State and Local Permit or License
    - k. Name, Address, and Permit of Landfill
    - I. Notifications
    - m. Manufacturers Certifications
      - 1) Vacuums
      - 2) Water filtration equipment
      - 3) Ventilation equipment
      - 4) Other equipment required to contain airborne asbestos fibers
- B. During Performance of Work Required Submittals
  - 1. The following items shall be transmitted weekly:
    - a. Event Reports
    - b. Accident Reports
    - c. Pressure differential monitoring results
    - d. Personal air monitoring results
    - e. Copies of manifests and disposal site receipts
- C. After Completion of Work Required Submittals
  - 1. Daily Construction Reports

2. List of Subcontractors

# PART 2 – PRODUCTS

# 2.1 EXPENDABLE MATERIALS

- A. The Contractor shall utilize only expendable materials that conform to the applicable Federal, State, and/or local government regulations for that product. Expendable Materials include, but are not limited to:
  - 1. Wetting agents
  - 2. Penetrating encapsulants
  - 3. Mastic removal solvents
  - 4. Fire-resistant polyethylene sheeting
  - 5. Adhesive tapes
  - 6. Spray cements
  - 7. Disposal bags
  - 8. Coated cardboard boxes

# 2.2 CONTAINMENT AREAS

A. Metal or fire-treated framing materials shall be used in the construction of containment areas.

# 2.3 NEGATIVE PRESSURE ENCLOSURE (NPE) SYSTEMS

A. NPE system components shall be in accordance with all applicable Federal, State, and local government regulations.

# 2.4 DISPOSAL CONTAINERS AND LABLES

A. ACM-disposal bags and containers shall be constructed and labeled in accordance with all applicable Federal, State, and local government regulations.

# PART 3 – EXECUTION

# 3.1 GENERAL

A. All asbestos removal work shall be done using adequately wet methods in accordance with applicable Federal, State, and local government regulations.

# 3.2 WORK AREAS

- A. Regulated Area
  - 1. Completely isolate the regulated area, as required by all applicable Federal, State and local governmental regulations to prevent asbestos-containing dust or debris from passing beyond the isolated area.
  - 2. The Contractor shall construct temporary polyethylene walls between regulated work area and General Renovation Contractor's work area, as required, to prevent the migration of dust or debris into the regulated area.
  - 3. Remove uncontaminated equipment, and/or supplies from the regulated area before commencing work.
  - 4. Disable ventilating systems or any other system bringing air into or out of the regulated area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

- Lockout power to regulated area by switching off all breakers serving power or lighting circuits in regulated area. Label breakers with tape over breaker with notation "DANGER CIRCUIT BEING WORKED ON". Lock panel and have all keys under control of Contractor's Superintendent.
- 6. Lockout power to circuits running through regulated area wherever possible by switching off all breakers or removing fuses serving these circuits. Label breakers with tape over breaker with notation "DANGER CIRCUIT BEING WORKED ON". Lock panel and have all keys under control of contractor's superintendent. If circuits cannot be shut down for any reason, label at 4 feet on centers with tags reading "DANGER LIVE ELECTRIC CIRCUIT. ELECTROCUTION HAZARD." Label circuits in hidden locations but which may be affected by the work in a similar manner
- B. Alternate Methods of Enclosure
  - 1. Alternate methods of containing the regulated area may be submitted to the Owner's Representative for approval.
  - 2. Do not proceed with any such method(s) without prior written approval of the Owner's Representative.
- C. Extension of Regulated Area
  - 1. If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the regulated area, enclose it, and decontaminate as required by this Section.

# 3.3 ASBESTOS CONTAINING MATERIALS REMOVAL

- A. Ceiling Tile Mastic
  - 1. Asbestos-containing ceiling mastics shall be removed in accordance with all applicable Federal, State and local governmental regulations.
  - 2. The Contractor shall protect all wall-mounted materials within the building corridors from which ceiling mastics are removed.
  - 3. The Contractor shall protect and reinstall all ceiling-mounted light fixtures, life safety and security devices impacted by the removal of asbestos-containing ceiling materials.
- B. Thermal System Insulation
  - 1. Thermal system insulation shall be removed in accordance with all applicable Federal, State and local governmental regulations.
  - 2. The Contractor shall coordinate with the Owner to de-energize steam piping, prior to the start of abatement activities.
  - 3. The Contractor shall coordinate the removal thermal system insulation within the building's mechanical system tunnels to permit the collection of clearance samples.
  - 4. Pipe joints and fittings removed using glovebag methods shall be removed in accordance with the glovebag manufacturer's recommendations and operating instructions.
- C. Vinyl Floor Tile and Mastic
  - 1. Floor tile removal shall be done in accordance with all applicable Federal, State, and local government regulations.
  - 2. Floor tile shall not be sanded, ground, sawed, or abraded in any manner that could potentially produce a friable-asbestos hazard.

- 3. The Contractor shall remove and dispose of all baseboards at the base of building walls and casework in areas where floor tile removal work is being done. Casework shall be retained for reuse by Owner.
- 4. The Contractor shall remove all floor tile and mastic down to the base concrete substrate.
- 5. The Contractor shall utilize mastic removal solvents that will not result in staining of underlying concrete subflooring.
- 6. The contractor shall remove and dispose of all carpeting installed on vinyl floor tile and mastic to be removed as part of the project.
- 7. The Contractor shall protect all existing wood and masonry finishes on walls, doorways, and casework adjacent to The Contractor shall protect all existing wood and masonry finishes on walls, doorways, and casework adjacent to floor tile removal work areas.

# 3.4 ABESTOS-CONTAINING WASTE DISPOSAL

- A. All waste shall be transported by a licensed waste hauler.
  - B. All waste shall be removed from regulated areas before, or after, the building is normally occupied by building staff and students. Contractor shall coordinate waste removal schedule with owners representation.
  - C. Containerized ACM shall not be stored outside of the regulated area. Containers from the regulated area shall be taken directly to a sealed truck or dumpster.
  - D. Containers shall be stored within the regulated area on polyethylene sheeting to prevent damage to underlying floor coverings and building components.
  - E. Bagged ACM being transported for disposal shall not be transported on open trucks. Label drums with the same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with this specification.
  - F. The landfill operator or processor shall be notified, at least 10 days in advance of transport, of the quantity of material to be delivered.
- G. Retain receipts from landfill for materials disposed of.

#### PROPOSAL FOR: Smouse School – 2015 Asbestos Abatement

TO:

Des Moines Independent Community School District 1915 Prospect Road Suite 1200 Des Moines, Iowa 50310

# **COVERING BID NO: Q7200**

SUBMITTED BY:

Name of Bidder

Members of the Board:

The undersigned has carefully examined the site, the proposed Contract Documents pertinent to the construction of the above referenced Project. Further, being familiar with all other conditions affecting the Work, the undersigned hereby proposes and agrees to furnish and provide all labor, materials, supervision, transportation, tools, equipment, services and other facilities necessary and required for the expeditious completion of the Work indicated above in strict conformity with said conditions and Contract Documents.

The undersigned has reviewed the work outlined in the Bidding Documents and fully understands the scope of work required in this Proposal. The undersigned acknowledges that the Proposal includes the work of all trades required for the work and understands the Owner Representative function as described in the Contract Documents. The undersigned understands that each bidder who is awarded a Contract shall be in fact a Prime Contractor, not a Subcontractor to the Des Moines Independent Community School District. The undersigned agrees that the proposal, if accepted by the Owner, will be the basis for a contract with the Owner to enter into such a contract in accordance with the intent of the Contract Documents.

The undersigned agrees to complete the work required, within the time indicated in the Contract Documents, subject to Liquidated Damages as specified in in the Bidding Documents.

The undersigned has notified the Owner Representative of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents, and has contacted the Owner Representative before bid date to verify the issuing of any clarifying Addenda.

The undersigned further acknowledges receipt of the following Addenda:

NO	DATE
NO	DATE

(Bidder must acknowledge All Addenda issued)

Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE

BASE BID - BID NO. Q7200 - Smouse School 2015 Asbestos Abatement

The undersigned proposes to provide and construct the Work required, in accordance with said Contract Documents for the

lump sum price of:\_\_\_\_\_

(\$\_\_\_\_\_\_), EXCLUDING ALL SALES TAXES. (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

# SCHEDULE OF UNIT PRICES - Hourly-Rate Asbestos Removal Services

The Owner may elect to retain the services of the selected Bidder to complete additional asbestos-removal services on an as-needed basis, during the completion of general construction activities at the site. The undersigned proposed to provide asbestos-removal services for an hourly rate of:

\_\_\_\_\_), EXCLUDING ALL SALES TAXES. (Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

# SCHEDULE OF UNIT PRICES - Chalk / White Board Removal

The Owner may elect to retain the services of the selected Bidder to complete the removal of chalkboards and white boards, if asbestos-containing materials are identified, concurrent with the removal of other asbestos-containing materials within each phase of the planned work. The undersigned proposes to provide this work for the lump sum price (per board) of:

Dollars

Dollars

), EXCLUDING ALL SALES TAXES. (Amount shall be (\$\_\_\_\_\_ shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

# LIST OF SUBCONTRACTORS AND SUPPLIERS OF LABOR AND MATERIAL

The lowest bidder for each contract shall, within twenty-four (24) hours following the bid opening, provide the Owner with the List of Subcontractors and Suppliers of Labor and Material. Subcontractor is any entity performing 1-1/2% or more of the contract value. The List shall detail the quotations used in the preparation of the bid and whose services are proposed to be used in construction of the project. The List must be complete showing all sections in the Construction Documents. Failure to submit the List may preclude the bid from further consideration by the Owner. The Owner reserves the right to either disclose or not disclose the List of the successful Bidder.

Each Bidder shall identify and fully disclose on the List all those subcontractors and suppliers proposed for the work with which the Bidder is connected either directly or indirectly as part owner, participant in profits and losses or in any other manner financially or economically.

The forms for the List of Subcontractors and Suppliers of Labor and Materials are included in the Instruction to Bidders, Section 00100.

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE

Contractor Name

**PROPOSAL** (**REVISED**) PAGE 2

Dollars

## AGREEMENT

It is understood and agreed that if written notice of the Owner's acceptance of this proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within forty-five (45) days, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner an Agreement in accordance with the bid as accepted. The undersigned will also furnish and deliver to the Owner the Payment Bond, Performance Bond and Certificate of Insurance as specified in the Contract Documents, all within ten (10) working days after receipt of Notice of Contract Award. The work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed, issued to the Contractor and shall be completed by the Contractor in the time specified in the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the Contract within the specified time frame; the Owner may declare the bidder's bid security forfeited as damages caused by the failure of the bidder to enter into the Contract.

The undersigned acknowledges the fact that the Owner reserves the right to accept or reject any and all proposals, to waive any informality in receipt of this proposal, with or without cause or reason, and award the Contract on the basis stated in the Instructions to Bidders.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents. If bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If bidder is an individual, his signature shall be placed below.

SUBMITTED BY:	
Address:	
Phone #: Fax #	
Contractors, License No.:	Signature
	C C
License Expiration Date:	Position
If Corporation: State of Incorporation:	Tosmon
AFFIX CORPORATE SEAL (IF APPLICABLE) THIS STATEMENT MUST BE NOTARIZED.	L HERE →
STATE OF IOWA, COUNTY, ss:	
Subscribed and sworn to before me by the said	on this
day of, 2015.	
Notary Pub	olic in and for the State of Iowa

Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN INNER ENVELOPE

# If bidder is awarded the contract for this project, the bidder proposes for owner approval the award of a subcontract to the following certified Iowa TSB's:

(if more room is needed, supply same information on second sheet and attach to this form)

	Address	8	
		\$	
			Dollar Amount
	Address		
		\$	Dollar Amount
			Donar Amount
	Address	8	
		\$	
		_ +	Dollar Amount
			Telephone No.
City		State	Zip
			Title
			Date
ZED.			
COUN	NTY, ss:		
d			on this
	City ZED.	Address Address City City ZED. COUNTY, ss:	Address       \$

Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN OUTER ENVELOPE Febru

February 11, 2003

# Bidders to supply all the following information

Bidder is \_\_\_\_\_ / is not \_\_\_\_\_ a certified Iowa Targeted Small Business, (TSB).

If bidder **did not** contact any certified Targeted Small Businesses, then state why:

# The following TSB's were contacted and declined to participate:

(If more room is needed, supply same information on second sheet and attach to this form)

1		
TSB Company Name	Address	
Contact Name	Date Contacted	Telephone No.
Reason given for declining participation		
2		
TSB Company Name	Address	
Contact Name	Date Contacted	Telephone No.
Reason given for declining participation		
3.		
TSB Company Name	Address	
Contact Name	Date Contacted	Telephone No.
Reason given for declining participation		
4		
TSB Company Name	Address	
Contact Name	Date Contacted	Telephone No.

Reason given for declining participation

Contractor Name

PROPOSAL FORM TO BE SUBMITTED IN OUTER ENVELOPE

February 11, 2003

# NON-COLLUSION AFFIDAVIT

The Contractor and/or the sub-contractors, as applicable, shall provide this affidavit:

# NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IN OUTER ENVELOPE.

State of Ic	owa	)		
		) ss.		
County of	Polk	)		
			being	first duly sworn, deposes and says that he or she
	(Name)			
is			of	
	(Title)			(Contractor)

the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereto to effectuate a collusive or sham bid."

The undersigned certifies under penalty of perjury that the foregoing is true and correct;

# THIS STATEMENT MUST BE NOTARIZED.

		Title	
Type/Print Name		Date	
STATE OF,,	COUNTY, ss:		
		on this	day
Subscribed and sworn to before me by the said of, 2015.		on this	

Contractor Name

# STATEMENT OF QUALIFICATIONS

# DES MOINES INDEPENDENT COMMUNITY SCHOOL DISTRICT SMOUSE SCHOOL – 2015 ASBESTOS ABATEMENT

# STATEMENT OF QUALIFICATIONS

The Bidder certifies that they have fully examined the Contract Documents and understands the Quality Assurance requirements established therein. As such, the Bidder acknowledges that they, as an organization, company or corporation have been licensed by the State of Iowa to provide asbestos-removal services since the date identified below:

State of Iowa License #

Date of Issuance

# SUMMARY OF REGULATORY ACTIONS

The Bidder shall indicate below if they, as an organization, company or corporation have been subject to any regulatory actions or violations during the previous five (5) year period. The Des Moines Public Schools reserves the right to request additional detailed information regarding the Bidder's response including, but not limited to:

- 1. Name of the regulatory agency issuing the violation(s)
- 2. Description of the violation(s)
- 3. Explanation of any resolution to the violation(s), including any monetary sums paid in the form of restitution or fines.

The Bidder has been subject to regulatory actions or violations during the previous five (5) year period:

Yes: No:

The undersigned certifies under penalty of perjury that the foregoing is true and correct;

# THIS STATEMENT MUST BE NOTARIZED.

BY: Signature	Title	<u> </u>
Type/Print Name	Date	<u>,</u>
STATE OF,,	COUNTY, ss:	
Subscribed and sworn to before me by the said of, 2015.	on this	day
	Notary Public in and for the State of	

Contractor Name

FORM TO BE SUBMITTED IN OUTER ENVELOPE

# **Bidder Status Form**

To be completed b	y all bidders			Part A
Please answer "Yes" or	"No" for each of the f	ollowing:		
Yes No My o	company has an offic	<i>your company is a</i> e to transact busine	uthorized, please review the worksheet on the ne	
Yes No My obids	company has been co on this project.	onducting business	in lowa for at least 3 years prior to the first reque	st for
busi	iness entity that would	d qualify as a reside		
	ou answered "Yes" for plete Parts B and D o		ove, your company qualifies as a resident bidder.	Please
	ou answered "No" to c pplete Parts C and D o		ons above, your company is a nonresident bidder.	Please
To be completed b	y resident bidde	rs		Part B
My company has mainta	ained offices in Iowa	during the past 3 ye	ears at the following addresses:	
Dates: /	_/ to	_//	_ Address:	
			City, State, Zip:	
Dates:/	_/ to	_//	_ Address:	
			City, State, Zip:	
Dates:/	_/ to	_//	_ Address:	
You may attach additior	nal sheet(s) if needed		City, State, Zip:	
To be completed b	y non-resident b	oidders		Part C
1. Name of home state	e or foreign country re	eported to the lowa	Secretary of State:	
2. Does your company	's home state or fore	ign country offer pr	references to bidders who are residents?	s 🗌 No
3. If you answered "Ye and the appropriate leg		tify each preferenc	e offered by your company's home state or foreign	ו country
			You may attach additional shee	et(s) if neede
To be completed b	y all bidders			Part D
I certify that the statem failure to provide accur			nd complete to the best of my knowledge and I kno ason to reject my bid.	w that my
Firm Name:				
Signature:			Date:	
Yo	per 87	75 Iowa Administr been approved b	o the governmental body requesting bids ative Code Chapter 156. y the Iowa Labor Commissioner. 01 02-14	

# **Worksheet: Authorization to Transact Business**

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

🗌 Yes 🗌 No	My business is currently registered as a contractor with the lowa Division of Labor.
🗌 Yes 🗌 No	My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
🗌 Yes 🗌 No	My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
🗌 Yes 🗌 No	My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
🗌 Yes 🗌 No	My business is a corporation whose articles of incorporation are filed in a state other than lowa, the corporation has received a certificate of authority from the lowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
🗌 Yes 🗌 No	My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
🗌 Yes 🗌 No	My business is a limited liability partnership which has filed a statement of qualification in a state other than lowa, has filed a statement of foreign qualification in lowa and a statement of cancellation has not been filed.
Yes No	My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
Yes 🗌 No	My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than lowa, the limited partnership or limited liability limited partnership has received notification from the lowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
🗌 Yes 🗌 No	My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
🗌 Yes 🗌 No	My business is a limited liability company whose certificate of organization is filed in a state other than lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.

I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly licensed Asbestos Project Designer under the laws of the State of Iowa.

Dulk

January 9, 2015

Date

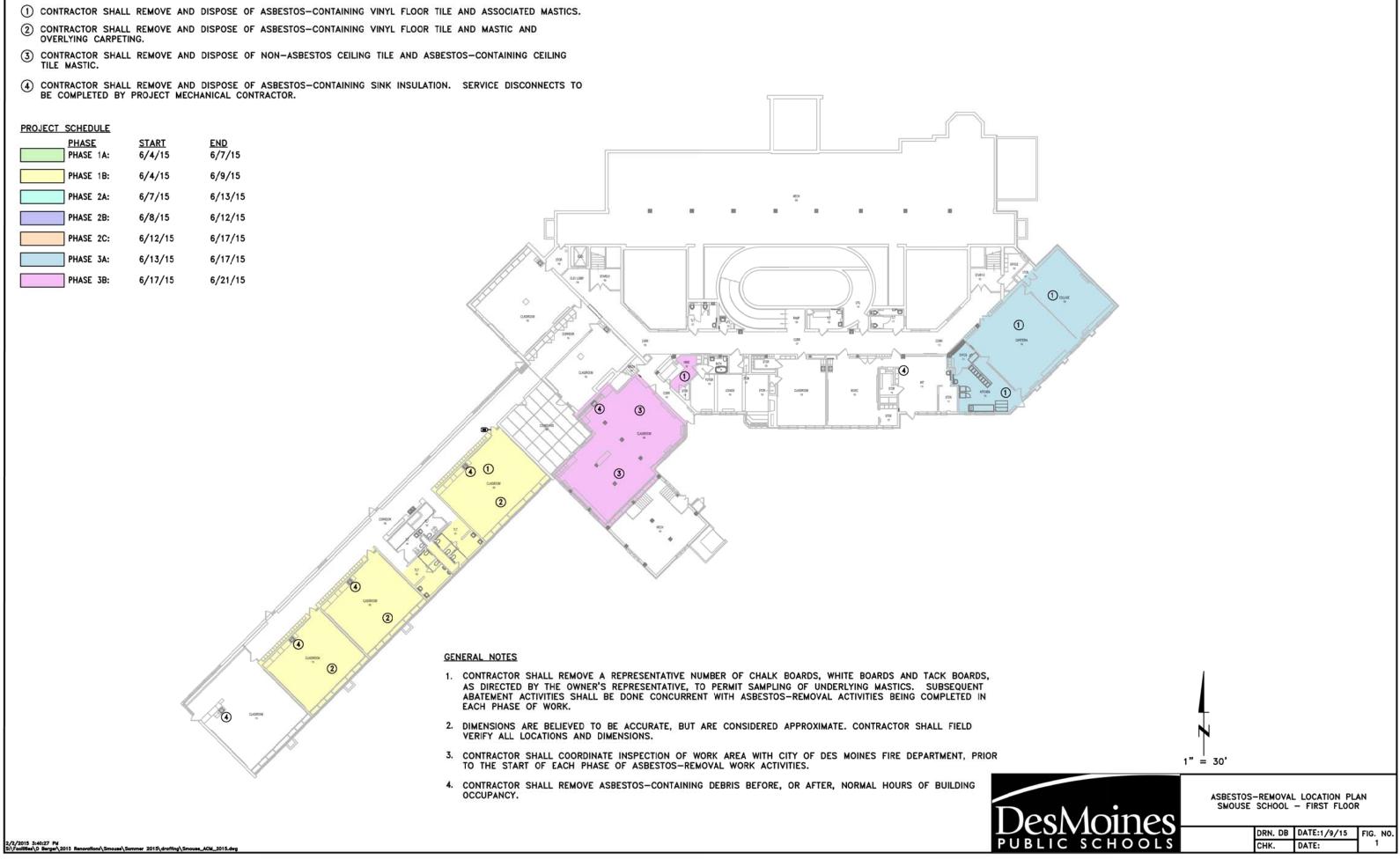
David R. Berger My license renewal date is. May 6, 2015 Pages or sheets covered by this Certification:

Specifications, Figures

State of Iowa Asbestos Project Designer License Number: 14-2942PD

## DETAILED NOTES

- TILE MASTIC.



#### DETAILED NOTES

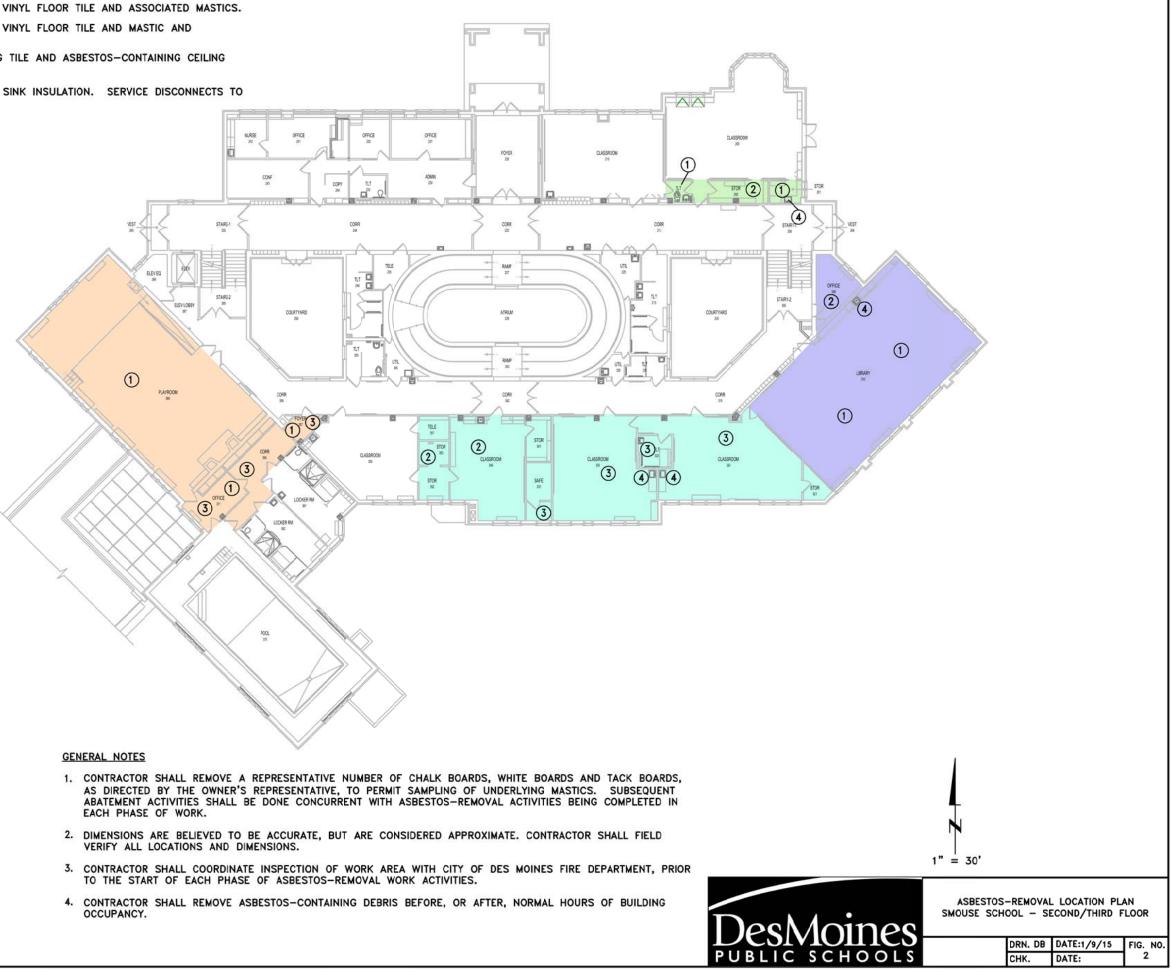
(1) CONTRACTOR SHALL REMOVE AND DISPOSE OF ASBESTOS-CONTAINING VINYL FLOOR TILE AND ASSOCIATED MASTICS.

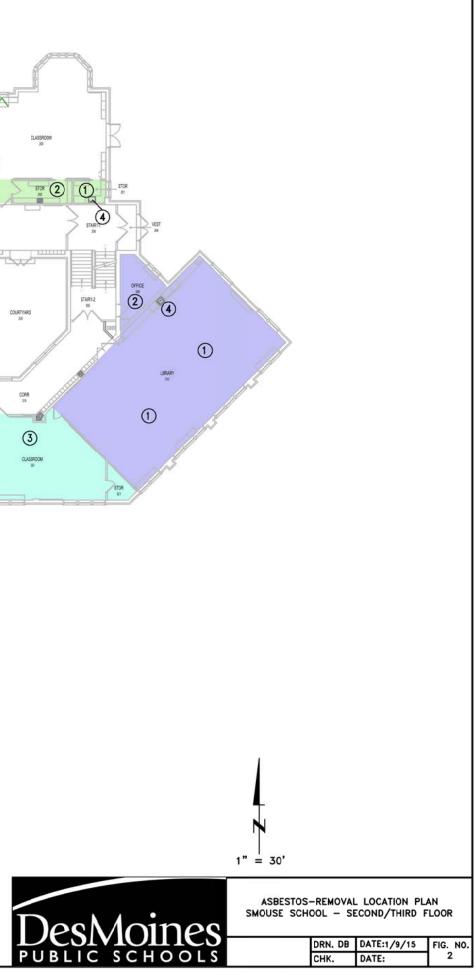
(2) CONTRACTOR SHALL REMOVE AND DISPOSE OF ASBESTOS-CONTAINING VINYL FLOOR TILE AND MASTIC AND OVERLYING CARPETING.

(3) CONTRACTOR SHALL REMOVE AND DISPOSE OF NON-ASBESTOS CEILING TILE AND ASBESTOS-CONTAINING CEILING TILE MASTIC.

( CONTRACTOR SHALL REMOVE AND DISPOSE OF ASBESTOS-CONTAINING SINK INSULATION. SERVICE DISCONNECTS TO BE COMPLETED BY PROJECT MECHANICAL CONTRACTOR.

PROJECT SCHEDULE		
PHASE 1A:	<u>START</u> 6/4/15	<u>END</u> 6/7/15
PHASE 1B:	6/4/15	6/9/15
PHASE 2A:	6/7/15	6/13/15
PHASE 2B:	6/8/15	6/12/15
PHASE 2C:	6/12/15	6/17/15
PHASE 3A:	6/13/15	6/17/15
PHASE 3B:	6/17/15	6/21/15





#### DETAILED NOTES

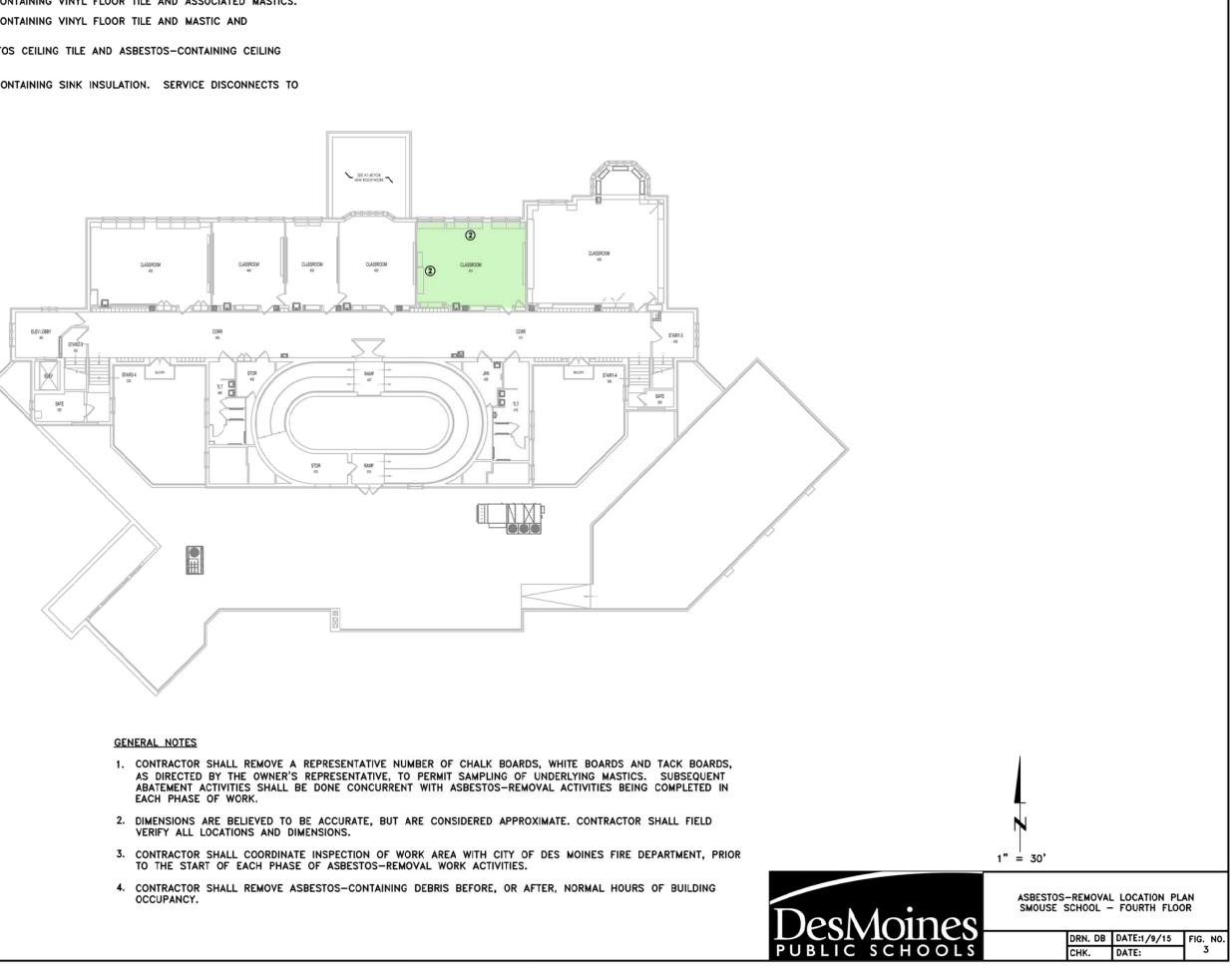
- (1) CONTRACTOR SHALL REMOVE AND DISPOSE OF ASBESTOS-CONTAINING VINYL FLOOR TILE AND ASSOCIATED MASTICS.
- (2) CONTRACTOR SHALL REMOVE AND DISPOSE OF ASBESTOS-CONTAINING VINYL FLOOR TILE AND MASTIC AND OVERLYING CARPETING.
- 3 CONTRACTOR SHALL REMOVE AND DISPOSE OF NON-ASBESTOS CEILING TILE AND ASBESTOS-CONTAINING CEILING TILE MASTIC.
- (4) CONTRACTOR SHALL REMOVE AND DISPOSE OF ASBESTOS-CONTAINING SINK INSULATION. SERVICE DISCONNECTS TO BE COMPLETED BY PROJECT MECHANICAL CONTRACTOR.

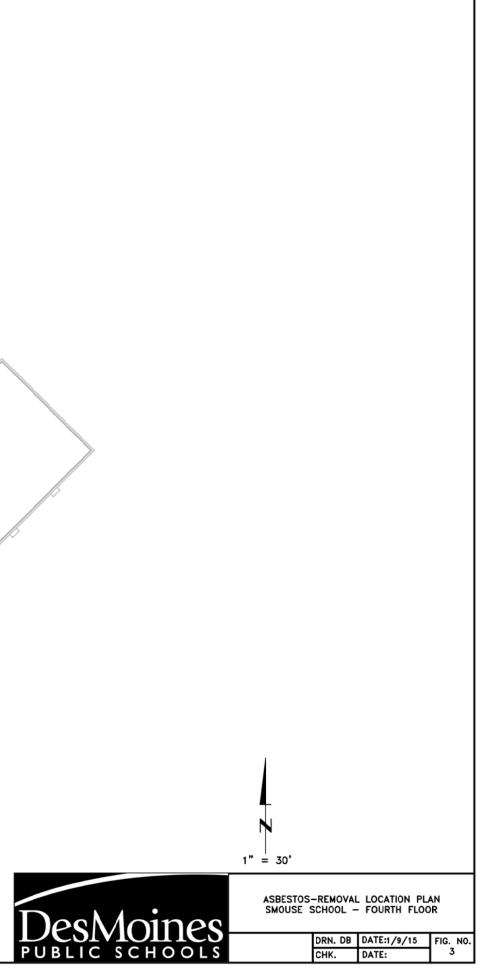
PROJECT SCHEDULE		
PHASE PHASE 1A:	<u>START</u> 6/4/15	<u>END</u> 6/7/15
PHASE 1B:	6/4/15	6/9/15
PHASE 2A:	6/7/15	6/13/15
PHASE 2B:	6/8/15	6/12/15
PHASE 2C:	6/12/15	6/17/15
PHASE 3A:	6/13/15	6/17/15

6/17/15

6/21/15

PHASE 3B:





# TABLE 1 ASBESTOS CONTAINING MATERIAL SUMMARY SMOUSE SCHOOL - 2015 ASBESTOS ABATEMENT DES MOINES, IOWA

	Quantity	Unit
Base Bid		
Vinyl Floor Tile and Mastic	7,800	Sf
Vinyl Floor Tile and Mastic - Beneath Carpeting	4,750	Sf
Acoustical Ceiling Tile Mastic	3,800	Sf
Sink Insulation	12	Ea

## Note:

The locations and quantities provided in this summary are for reference only and are not warranted or binding. The contractor shall field verify prevailing conditions in order to determine the actual amounts of material and extent of area affected by the summary, specification, and drawings.