



**INVITATION TO BID AND INSTRUCTIONS TO BIDDERS  
FY2015-252**

**PRESCHOOL/ADMINISTRATION BUILDING  
LEAD PAINT REMEDIATION**

**NOTES: Mandatory Pre-Bid/Site Inspection for Bidders:  
March 25, 2015 at 9:00 a.m., Local Time; Preschool  
Building (304 New York Avenue)**

**Mandatory Pre-Bid/Site Inspection for Subcontractors:  
March 31, 2015 at 9:00 a.m., Local Time; Preschool  
Building (304 New York Avenue)**

**BID OPENING**

**April 7, 2015  
2:00 p.m., Local Time  
at the  
Central Services Complex Materials Management Conference Room  
City of Oak Ridge  
100 Woodbury Lane  
P. O. Box 1  
Oak Ridge, Tennessee 37831-0001**

**Telephone: (865) 425-1819  
Fax: (865) 482-8475  
Attn: Lyn Majeski**

**CITY OF OAK RIDGE, TENNESSEE**  
**Invitation to Bid and Instructions to Bidders**

FY2015-252

March 4, 2015

**Project: Preschool/Administration Building Lead Paint Remediation**

**Invitation**

Bids will be received by the City of Oak Ridge until 2:00 p.m., local time, April 7, 2015, then publicly opened in the Central Services Complex Materials Management Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for furnishing all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Contract attached hereto, in strict accordance with the terms and provisions of said Contract and any attachments thereto. (See attached Scope of Work and Specifications).

All bids must be completed and submitted on the Bid Form provided. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

**Mandatory Site Inspection/Pre-Bid Conference – Bidders**

A mandatory site inspection/pre-bid conference will be held on March 25, 2015, beginning at 9:00 a.m., local time, at the Preschool Building located at 304 New York Avenue. ***Prospective Bidders are required to attend this conference in order to submit a bid.*** Please contact Lyn Majeski at (865) 425-1819 if directions to the site are needed.

**Mandatory Site Inspection/Pre-Bid Conference – Subcontractors**

A mandatory site inspection/pre-bid conference will be held on March 31, 2015, beginning at 9:00 a.m., local time, at the Preschool Building located at 304 New York Avenue. ***Prospective Bidders and their Subcontractors are required to attend this conference in order to submit a bid.*** Please contact Lyn Majeski at (865) 425-1819 if directions to the site are needed.

**Discrepancies**

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. The deadline for questions and clarifications is 5 p.m. April 1, 2015.

## **Prices**

The Bidder shall submit pricing as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## **Withdrawal of Bids**

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening the bids.

## **Rejection of Bids**

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

## **References**

Each Bidder shall furnish references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work. At least two current contract references are required.

## **Equipment**

The City will provide all equipment and supplies necessary for this contract. This project is for labor only.

## **Personnel**

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

## **Method of Work**

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

### **Bidders Interested in More than One Bid**

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

### **Bid Surety**

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

### **Insurance**

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

### **Completion and Performance Bond, and Labor and Material Bond**

The Contractor agrees to furnish a Completion and Performance Bond in the amount of one hundred percent (100%) of the Contract price (contract price per year, not total over life of contract) with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

The Contractor agrees to furnish a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price (contract price per year, not total over life of contract) with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract. The form and conditions of said Completion and Performance Bond shall be as prescribed by the City.

### **Drug-Free Workplace Affidavit Form**

A Drug-Free Workplace Affidavit form is included in this bid package and must be submitted with the bid.

### **Award of Contract**

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

### **City Officers and Employees Not To Have Financial Interest**

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

### **Compliance with All Laws, Ordinances, Statutes, and Regulations**

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

### **Background Checks**

The selected Bidder shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the selected contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The selected contractor's employees working on this project may be subject to police background checks at the sole discretion of the City.

### **Tobacco Products**

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City. Please note smoking (including e-cigarettes) and the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds.

## Bid Submittal Instructions

Pursuant to Tennessee Code Annotated § 62-6-119, each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name  
Bidder's Address  
\*General Contractor's State of Tennessee License Number  
\*Bidder's License Date of Registration  
\*Bidder's License Category or Classification  
\*Bidder's License Expiration Date

\*If bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2015-252: Preschool/Administration Building Lead Paint Remediation to be opened April 7, 2015 at 2:00 p.m. local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

FY2015-252 BID FORM

Project: Preschool/Administration Building Lead Paint Remediation

In compliance with the Invitation for Bids, dated March 4, 2015, the undersigned Bidder:

\_\_\_\_\_
\* a corporation organized and existing under the laws of the State of: \_\_\_\_\_

\* a partnership consisting of: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

\*an individual trading as: \_\_\_\_\_
\_\_\_\_\_

(\*fill in as appropriate)

of the City of \_\_\_\_\_ in the State of \_\_\_\_\_ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City of Oak Ridge, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City of Oak Ridge as an additional insured.

Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

Bidder understands the project will commence on or about June 15, 2015 and must be completed no later than July 24, 2015.

**FY2015-252 BID FORM  
(continued)**

Bid Prices

In accordance with Bid Package and required specifications:

Preschool/Administration Building Lead Paint Remediation by **METHOD ONE (#1)** per section 1.0 of the specifications

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

Preschool/Administration Building Lead Paint Remediation by **METHOD TWO (#2)** per product manufacturer's instructions and section 1.0 of the specifications

\$ \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: \_\_\_\_\_  
Signature

Telephone #: \_\_\_\_\_

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

Fax # \_\_\_\_\_

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

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

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

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

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

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

Tax ID Number: \_\_\_\_\_

Business License Number: City \_\_\_\_\_

Business License Number: County \_\_\_\_\_

NOTE: In accordance with the Invitation to Bid, the following is attached: bid bond, Drug Free Workplace Affidavit, and references

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The undersigned principal officer of \_\_\_\_\_, an employer of five (5) or more employees, contracting with the City of Oak Ridge, Tennessee, to provide construction services, hereby states under oath as follows:

1. That the undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to Tennessee Code Annotated § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services or who is awarded a contract to provide construction services to the state or local government to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.
3. The Company is in compliance with Tennessee Code Annotated § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

State of \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

**CONTRACT**

**FY2015-252**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF OAK RIDGE, TENNESSEE, a municipal corporation, hereinafter called the "City," and \_\_\_\_\_, a \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH**

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

**ARTICLE 1 – Scope of This Contract**

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for Preschool/Administration Building Lead Paint Remediation for municipal facilities in accordance with the attached Specifications. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Scope of Work, and the bid of the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

**ARTICLE 2 – Term**

This Contract shall become effective upon its execution and shall continue in full force and effect through December 31, 2015. Work may not commence until receipt of a written Notice to Proceed, with commencement anticipated to begin on or about June 15, 2015. All work must be completed no later than July 24, 2015.

**ARTICLE 3 – Changes**

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

#### ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

#### ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

#### ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

#### ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor \$ \_\_\_\_\_ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. Payment shall be made within thirty (30) days after the end of each month for work satisfactorily completion.

#### ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

## ARTICLE 9 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as “claims,” for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor’s subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor’s subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein 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 workers’ compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor’s obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

## ARTICLE 10 – Completion and Performance Bond and Labor and Material Bond

### A. Completion and Performance Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Completion and Performance Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Performance Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

In lieu of a Performance Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.

### B. Labor and Material Bond

Prior to commencing work under this Contract, the Contractor agrees to furnish and to maintain during the term of this Contract a Labor and Material Bond in the amount of one hundred percent (100%) of the Contract price with good and sufficient surety or sureties acceptable to the City in connection with the performance of the work under this Contract, including any amendments or extensions hereof. The form and conditions of said Bond shall be as prescribed by the City. The bond will be required at the beginning of each contract term and will be in an amount equal to the contract price for that year.

In lieu of a Bond, the City will accept other suitable Securities agreed upon by both parties. At all times during the term of this Contract, the Contractor shall provide the City with evidence that the Contractor has obtained such Performance Bond or Securities. A certificate from the surety showing that the bond premiums have been paid by the Contractor shall accompany the bond.

ARTICLE 11 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 12 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 13 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	
2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.
3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 14 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 15 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 16 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

#### ARTICLE 17 – Termination

Notwithstanding any other provisions in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall have the right to cancel this Contract upon thirty (30) days written notice to the Contractor and to complete the work undertaken by the Contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

#### ARTICLE 18 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

#### ARTICLE 19 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

#### ARTICLE 20 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 21 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 22 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

(CONTRACTOR)

\_\_\_\_\_  
Signature

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

Attachments: Scope of Work and Specifications  
Bid Documents  
Contractor's Bid

Approved by Resolution \_\_\_\_\_

**COMPLETION AND PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

FY2015-252

THAT \_\_\_\_\_  
(Name and address of legal title of Contractor)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
SURETY, hereinafter called Surety, and held and firmly bound unto the City of Oak Ridge, as Obligee, in  
the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_\_  
entered into a Contract with the City of Oak Ridge for

\_\_\_\_\_ in accordance with the specifications and  
approved amendments, which Contract is by reference made a part hereof, including all the obligations  
thereunder, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully  
perform said Contract, including all the obligations thereunder, then this obligation shall be null and void,  
otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by City to be, in default under the Contract or any part  
thereof, the City having performed the City's obligation thereunder, the Surety may promptly remedy the  
default, or shall promptly at the City's option:

- (1) Complete the Contract in accordance with its terms and conditions; OR
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with  
the terms and conditions, and upon determination by Owner and Surety of lowest responsible  
bidder, arrange for a contract between such bidder and the City and make available as work  
progresses (even though there shall be a default or a succession of defaults under the  
Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the  
cost of completion or any obligations thereunder.

Any suit under this bond must be instituted before the expiration of two years from the date on which final  
payment under the Contract falls due.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2015  
IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Principal (Seal)

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Surety (Seal)

**LABOR AND MATERIAL BOND**

FY2015-252

Know all men by these presents

That We \_\_\_\_\_

AS PRINCIPAL, and

\_\_\_\_\_ AS SURETY are held firmly bound unto the

\_\_\_\_\_ hereinafter called the Obligee, in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS: Said Principal has entered into a certain Contract with said Obligee dated \_\_\_\_\_ 20 \_\_\_\_\_ (hereinafter called the Contract) for the full and complete performance of

\_\_\_\_\_ ,

which Contract and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal and all contractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Principal and of such contractors shall promptly make payments to the persons supplying him, or them, with labor, material, fuel or supplies, for or in the prosecution of the work provided for in said Contract, or in any amendment or extension of or addition to said Contract, and for payment of reasonable attorney's fees, incurred by the Claimant or Claimants in suits on said Bond, then the above obligation shall be void; otherwise to remain in full force and effect. Provided, however, that this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, materials, fuel or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety of this Bond which right of action shall be asserted in a proceeding, instituted in the county in which the Principal does business. Such right of action shall be asserted in a proceeding instituted in the name of the Claimant or Claimants for his or their use and benefit against said Principal and Surety or either of them, (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

Labor and Material Bond  
(continued)

(b) The Principal and Surety hereby designate and appoint

\_\_\_\_\_

(Executive Officer of the Obligee)

as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any worker's compensation or employers' liability statute.

(d) This bond is furnished in compliance with Tennessee Code Annotated Section 12-4-201 et seq.

In Witness whereof the parties hereto have executed this agreement on the day and date first above written in two counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original contract.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Principal

Attest: \_\_\_\_\_

By: \_\_\_\_\_ (Seal)

**CONTRACT FY2015-252**  
**PRESCHOOL/ADMINISTRATION BUILDING**  
**LEAD PAINT REMEDIATION**

**PROJECT CONTACTS**

**DEFINITIONS**

**APPLICABLE DOCUMENTS LISTING**

**PROJECT ATTACHMENTS**

1. Photographs as referenced in Section 1.02 of the specifications
2. Limited Lead Based Paint (LBP) Assessment by ES&H, Inc.
3. Paint Chip Test Results by Frost Environmental Services, Inc.
4. ECOBOND – Case Study – Effectiveness of ECOBOND LBP Seal
5. ECOBOND – Case Study – Lead Poisoning Prevention
6. ECOBOND Flyer
7. ECOBOND – Manufacturer Recommendations

**CONTRACT FY2015-252  
PRESCHOOL/ADMINISTRATION BUILDING  
LEAD PAINT REMEDIATION**

**PROJECT CONTACTS**

PROJECT MANAGER:

Pat Fallon  
City of Oak Ridge  
865-567-5960 (cell)  
[pfallon@oakridgetn.gov](mailto:pfallon@oakridgetn.gov)

TENANT COORDINATOR:

Allan Thacker  
Oak Ridge Schools  
865-425-3171  
[athacker@ortn.edu](mailto:athacker@ortn.edu)

PROJECT ENVIRONMENTAL CONSULTANT:

ES&H, Inc.  
940 Sanctuary Lane  
Knoxville, TN 39732  
865-671-2374  
[www.eshinc.com](http://www.eshinc.com)

## **DEFINITIONS**

Applicable provisions of the General Conditions and Supplementary Conditions of the Contractor and General Requirements are given in this Section. For the purposes of these Specifications and Contract:

1. Owner shall refer to the owner and its designated, authorized representatives.
2. Contractor in these Contract Documents refers to the General Contractor for the Work under contract with Owner.
3. Lead Hazard Control Subcontractor shall refer to the Licensed Lead hazard control Contractor.
4. Environmental Consultant shall refer to ES&H, Inc.
5. Inspector shall refer to the on-site licensed lead inspector as employed.
6. Product refers to materials, systems and equipment provided by the Contractor or Subcontractor. Also refers to Method #2 (alternate) "Ecobond" as described in the additional attachments if implemented.
7. Preschool refers to areas known by Tennant Coordinator to be occupied by at least one child under the age of six years at the time of the Contract.
8. Abatement Area is the exterior of the building or an area isolated from the building interior by containment.
9. Accessible Surface is any surface which is below five (5) feet in height from the floor or ground or is exposed in such a way that a child can come in contact with the surface.
10. Change Room is the area of a worker decontamination facility used for removing protective equipment prior to entering the clean room.
11. Common Area is a room or area that is accessible to more than one tenant in a building (e. g., common entry ways).
12. Containment is a process for protecting other workers, students/residents and the environment by isolating areas from exposures to lead dust and debris created during abatement in a work area.
13. Defective Surface means peeling, flaking, chalking, scaling, or chipping paint; or, paint over crumbling, cracking, or falling plaster, or plaster with holes in it; paint over a defective or deteriorating substrate; paint that is separating from the substrate; and paint that is damaged in any manner such that a child can be exposed to the paint from the damaged area.
14. Intact Surface is a defect-free surface with no loose, peeling, chipping, or flaking paint. Painted surfaces must be free from crumbling, cracking, or falling plaster and must not have holes in them. Intact surfaces are not damaged in any way.
15. Elevated Blood Lead Level (in adult workers) is a blood lead concentration equal to or greater than twenty-five (25) micrograms per deciliter ( $\mu\text{g}/\text{dl}$ ) or an increase of ten (10)  $\mu\text{g}/\text{dl}$  above baseline levels.
16. Enclosure means covering surfaces and sealing or caulking with durable materials so as to prevent or control chalking, peeling, or flaking substances containing toxic levels of lead from becoming part of facility dust or accessible to children.
17. Toxic Level of Lead in Surface Coatings is 1.0 milligrams or more per square centimeter ( $\text{mg}/\text{cm}^2$ ) by XRF methods or 5,000  $\mu\text{g}/\text{g}$  (0.5%) by laboratory testing, as defined in HUD Regulation and the Lead-Based Paint Poisoning Prevention Act.
18. Toxicity Characteristic Leachate Procedure (TCLP) is the EPA required sample preparation for determining the hazard characteristic of a waste generated at a lead abatement site.
19. Hazardous Level of Lead for Waste Disposal is 5.0 parts per million (ppm) as defined by RCRA Toxicity Characteristic Leachate Procedure (TCLP) or other requirement set by local or state authorities.
20. High Efficiency Particulate Air (HEPA) Filter is a type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater.
  - A. If the Lead Hazard Control Abatement Subcontractor is the General Contractor, the use of the term "Contractor" shall also refer to the "Lead Hazard Control Abatement Subcontractor". If the Lead Hazard Control Abatement Subcontractor is a subcontractor of the General Contractor, the General Contractor shall oversee and be responsible for the work of the Lead Hazard Control Abatement Subcontractor as stated in the assessments and specifications.

- B. Owner has retained the Consultant for the purposes of project management during Lead Based Paint Abatement. The Consultant will represent the Owner in all phases of the lead-based paint abatement project at the discretion of the Owner. The Lead Hazard Control Abatement Subcontractor will regard Consultant's direction as authoritative and binding as provided herein, in matters particularly but not limited to approval of work areas, review of monitoring results, completion of the various segments of work, final completion of the lead-based paint abatement, submission of data, and daily field punch list items.

## **APPLICABLE DOCUMENTS/ REFERENCES**

### **Safety Regulations**

Occupational Safety and Health Administration

29 CFR 1910 General Industry Standards

29 CFR 1910.1025 Lead Standard for General Industry

29 CFR 1910.134 Respiratory Protection

29 CFR 1910.1200 Hazard Communication

29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)

29 CFR 1926 Construction Industry Standards

29 CFR 1926.62 Construction Industry Lead Standard

Environmental Protection Agency

40 CFR Part 261 United States Environmental Protection Agency Regulations

Department of Housing and Urban Development

24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations

HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

### **Codes and Standards**

All work shall conform to the standards set by applicable federal, state and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including the following:

A. ASTM -American Society for Testing Materials.

B. ANSI -American National Standards Institute.

1. ANSI Z288.2-8 Practices for Respiratory Protection

2. ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust

Systems.

C. U. L. -Underwriters Laboratories, Inc.

### **Abatement Regulations and Guidelines**

In addition to any detailed requirements of the Specifications, the Abatement Subcontractor shall, at his own cost and expense, comply with all laws, ordinances, rules, and regulations of federal, state, regional and local authorities regarding handling and storing of lead waste material. The Contractor and Subcontractor must also comply with the provisions EPA Guidelines for the Evaluation and Control and Lead-Based Paint Hazards

## **1.0 General – Scope of Work**

This project is to eliminate hazards relating to the presence of lead-based paint on the exterior areas of a child occupied facility (school). The work to be completed, with the requirements to adequately protect the children, workers, assure a safe workplace, and provide for a safe adjoining environment are described in the following section.

### **METHOD ONE (#1)**

The traditional work specified herein is damaged exterior only lead-based paint (LBP) abatement, stabilization and encapsulation of remaining undamaged LBP which is to be performed by competent persons trained, knowledgeable and qualified in the techniques of LBP abatement, stabilization and encapsulation and the handling and disposal of LBP and/or LBP contaminated materials. The LBP abatement, stabilization and encapsulation shall be performed by Contractors who comply with all applicable federal, state and local regulations, and are capable of, and willing to, perform the work pursuant to this specification. All LBP abatement will be performed in conjunction with other non-LBP repair, where feasible and applicable.

### **METHOD TWO (#2) (ALTERNATE)**

SEE ATTACHED product data sheet and supporting documents for ECOBOND® LBP Standard or equivalent product utilization PRIOR to DISPOSAL to effectively seal and treat lead dust and lead paint for lead paint chips removed from various surfaces generating a NON-HAZARDOUS solid waste. Application of this product or its equivalent as an Exterior Primer prior to application of a standard exterior latex top coat for sealing and treating lead in lead paint and lead dust for exterior surfaces with high lead levels and multiple coats of lead based paint.

## **1.01 WORK INCLUDED**

### **Owner's Role**

The performance and execution of the project shall be monitored by the Owner's Project Manager to ensure full compliance with these Specifications and applicable regulations. Owner will assume the cost associated with the independent laboratory and inspection work required in this Specification for the final clearance testing and random analyses as specifically noted.

### **Consultant's Authority**

The Owner has retained an environmental consultant for the purposes of the management of the Lead-Based Paint Abatement described herein. The Consultant will represent the Owner in all phases of the lead-based paint abatement project at the discretion of the Owner. The Abatement Subcontractor will regard the Consultant's direction as authoritative and binding as provided herein, in matters particularly, but not limited to, the following:

1. Approval of work areas.
2. Review of monitoring results.
3. Completion of the various segments of work.
4. Final completion of lead-based paint abatement.
5. Submission of data.

A. The requirements of this Section govern specific aspects of the administration of the Work. The Contractor is responsible for compliance of his own forces and of his subcontractors with the requirements herein and all applicable regulatory requirements.

B. The Contractor is responsible for all corrections of and changes in the Work, and for any delays resulting from his failure to conform to these requirements, and for all costs arising there from.

## **1.02 EXISTING SITE CONDITIONS**

### **A. Existence of Lead-Based Paint**

1. All EXTERIOR areas of the building under this Contract have lead-based paint identified on the components, noted herein.
2. Lead-based paint is either known or assumed to exist on the following components considered for the purposes of this project to be on the exterior of the units: SEE ATTACHED (2) Limited LBP (XRF) surveys by ES&H, Inc. and Frost Environmental Services, LLC paint chip testing. Also note the attached photo page of confirmed LBP surface areas.

- a. Exterior wood trim molding
- b. Exterior wood door frames (egress common areas)
- c. Exterior wood window troughs, sashes, stops, mullions, casings, headers, and flashing
- d. Exterior wood soffits and fascia
- e. Exterior wood gable ends
- f. Other Exterior non lead containing paint areas

B. All renovation activities to remove or strip the components on the exterior of these units shall be performed according to all lead abatement procedures of the specifications and drawings and federal, state and local regulations.

C. It is the intent of the Contract Documents to include the abatement, stabilization and encapsulation of all exterior components with lead-based paint. Nothing shall be charged back to the Owner for the Contractor's failure to include removal and disposal of all items under the Base Bid and any applicable Add Alternates.

### **1.03 EXAMINATION OF THE SITE**

A. It is understood that the Contractor has examined the Site and made his own estimates of the facilities and difficulties attending the execution of the Work, and has based his price thereon.

B. Except for unforeseeable concealed conditions as determined by the Consultant, the Contractor shall make no claim for additional cost due to the existing conditions at the site, which, in the opinion of the Project Manager, with reasonable diligence could have been ascertained by the Contractor in his examination of the Site.

C. In the case of certain materials and work where quantities are not precisely established, the use of Allowances and Unit Prices is intended to establish a cost basis for a certain quantity of work and variations.

### **1.04 PERSONAL PROTECTION – Respiratory Protection / Protective Clothing**

A. Prior to commencing all work, all workers shall be instructed in all aspects of personnel protection, work procedures, emergency evacuation procedures and use of equipment including procedures unique to this project.

B. Respiratory protection shall meet the requirements of OSHA as presented in 29 CFR 1910.134 titled "Respiratory Protection" and 29 CFR 1926.62 titled "Lead in Construction." The protection factors shown in 29 CFR 1926.62 shall be used for this project.

C. Abatement Subcontractor shall provide appropriate respiratory protection equipment for each worker and ensure usage during potential lead exposure.

D. Abatement Subcontractor shall select respirators from among those jointly approved as being acceptable for protection by the Mine Safety and Health Administration (MSHA) and the National Institute for Occupational Safety and Health (NIOSH) under the provisions of 30 CFR Part 11.

E. Abatement Subcontractor shall have adequate supply of HEPA filter elements or other necessary filter elements and spare parts on site for respirators in use.

#### **Respiratory Protection Requirements**

1. The Qualified Abatement Subcontractor shall provide respirators and all necessary maintenance materials at no cost to the employees. Employees shall wear the following respirators at all times while abatement work is underway or while present in the work area.
  - a. For use while sanding, scraping or stripping with a heat gun, the minimum required respirator shall be the half-mask, air-purifying respirator equipped with HEPA filters or a powered, air-purifying respirator with high efficiency filters or the half mask supplied-air respirator operated in the positive-pressure mode, if required under local law.

- b. For use with caustics or in replacement, the minimum required respirator shall be the half-mask, air-purifying respirator equipped with high efficiency filters. Whenever a chemical preparation is used in conjunction with a mechanical or powered technique, the use of an additional combination cartridge, appropriate to the exposure, shall be used unless a supplied-air respirator is used.
- c. For use during removal or demolition of components with surfaces covered with lead-based paint, the minimum required respirator shall be the half-mask, air purifying respirator equipped with high efficiency filters.

### **1.05 Start Up**

Prior to work on any given day, the Contractor's designated project supervisor will discuss the day's work schedule with his work force to evaluate job tasks with respect to safety procedures and requirements specified to prevent contamination of the other parts of the building or the employees. This includes a visual survey of the work area and the decontamination enclosure systems.

A. Access – The Contractor shall maintain control of and be responsible for access to all work areas to ensure the following requirements:

- 1. Non-authorized personnel are prohibited from entering the area at all times of day and night;
- 2. All authorized personnel entering the work area shall be familiar with the worker protection procedures contained in this specification and shall be equipped with properly fitted respirators and protective clothing;
- 3. All personnel who are exiting from the decontamination enclosure system shall be properly decontaminated;
- 4. Lead waste which is taken out of the work area must be properly handled in accordance with these specifications. The surface of any waste containers, removed from the work area, shall be wiped down with a minimum of a 5% solution of tri-sodium phosphate or other equivalent cleaning agent prior to removing it from the work area.
- 5. Building components with lead painted surfaces shall be removed from the work area and placed directly into a labelled and secured disposal container or a designated storage area.

### **1.06 WORK AREA SET UP**

A. Site Safety – The Abatement Subcontractor is responsible for all safety at the work site. This includes, but is not limited to electrical safety, mechanical (tool) safety, fire safety, and personnel protective safety. Safety requirements are, for the most part, common sense and sound business practice; however, the Abatement Subcontractor is advised that federal, state and local regulations exist which govern safety on the work site. Therefore, in addition to the following, the Abatement Subcontractor is responsible for adhering to the most stringent requirements in affect by any of the following entities or these Specifications.

- 1. A primary concern in this type of work is to ensure that adequate exits exist in the event of an emergency and conversely, that adequate entrances exist for emergency personnel. The nature of this work requires sealing entrances and the extensive use of six-mil polyethylene sheeting; however, the Abatement Subcontractor should never permanently seal (i. e., nail, bolt, hard cover) any potential escape exits and should take extra care to clearly identify potential exits and inform the workers.

B. Work Site Safety Plan – Prior to the initiation of the abatement work, the following tasks must be completed by the Contractor. The Abatement Subcontractor shall establish a work site safety plan which includes a set of emergency procedures and shall post them in a conspicuous place at the work site. The safety plan should include provisions for the following:

- 1. Evacuation of injured workers
- 2. Emergency and fire exit routes from all work areas, including local telephone numbers for fire and medical emergency personnel
- 3. Copies of applicable insurance certificates
- 4. Employee work logs

The Abatement Subcontractor is responsible for training all workers in safety procedures. At a minimum, one employee on site shall be trained and certified in basic first aid by the American Red Cross or equivalent. A general first aid kit may be maintained in the containment for treating minor medical problems.

C. Access to Work Areas

1. The Owner will provide specific access as required during the project to the Abatement Subcontractor and personnel assigned to the project. The Abatement Subcontractor will be responsible for the security of each building or portion thereof involved in the abatement project. It will also be the Abatement Subcontractor's responsibility to allow only authorized personnel as defined below in Section 3.5 into the work area, and to secure all assigned entrances and exits at the end of the work day so as to prevent unauthorized entry.
2. The Abatement Subcontractor shall maintain a bound log book in which any person entering or leaving the lead abatement work area must sign and enter the dates and times of entry and departure.
3. Use of waste containers on-site shall be controlled under the following requirements:
  - a. Location of waste containers on-site shall be coordinated with the Owner and Consultant.
  - b. The waste containers shall be solid enclosed containers, lined with two layers of six-mil polyethylene sheeting and locked and secured at all times.
  - c. The Abatement Subcontractor shall comply with all federal, state and local regulations and ordinances regarding lead waste storage.
4. The Abatement Subcontractor, supervisor will not allow anyone access to the dwelling unless they have successfully passed an approved training program.

**1.07 Exterior Abatement Preparation**

A. Prior to the commencement of any abatement procedures, notification requirements must be met; required signs shall be posted and moveable objects shall be moved a minimum of four feet from the perimeter walls of the room.

B. Pre-abatement work shall be performed prior to any abatement or component removal commencing on each side of the building.

C. Decontamination Unit – At a minimum, the Abatement Subcontractor shall construct a two-stage decontamination unit. This unit shall be directly adjacent to the abatement area for the decontamination of workers contaminated with lead. The decontamination unit shall consist of an equipment room, dirty room, and wash area in series. The Contractor shall ensure that employees use the worker decontamination chamber prior to leaving the work area.

1. The decontamination unit shall be constructed with six-mil polyethylene sheeting on floors, walls and ceiling.

D. Clean Area – The Abatement Subcontractor shall select a clean area outside the abatement area for the workers to change into protective equipment. This area shall contain warm water hand washing facilities (potable water), clean cloths, storage for a HEPA vacuum, and respirator storage space. Table, chairs and a rest facility shall also be available at this location. Contaminated equipment or personnel shall not be permitted in this area.

E. Abatement Area.

1. The Abatement Subcontractor shall pre-clean all surfaces with a HEPA vacuum and protect occupants belongings by covering with one layer of six mil polyethylene and have joints taped. All debris gathered during this clean-up shall be disposed of properly. In addition, any existing loose paint or paint bearing materials found in the buildings are to be assumed hazardous and packaged and disposed of properly. The amount of the material should be estimated during the pre-bid walkthrough.
2. For exterior work, the Abatement Subcontractor shall prepare the area as follows:
  - a. Doors and Windows – Doors and windows on the side of the building upon which a dust-generating method is being used, and on the same floor and all floors below, must be closed and covered with six-mil thick polyethylene sheeting.

b. Plants and Ground – The ground and any plants or shrubs in the area in which exterior abatement is occurring shall be covered with a waterproof canvas tarp and weighted at all edges so as to prevent blowing. Such covering shall cover from the side of the structure to a point at least eight feet away from the structure. The covering shall be taped or otherwise attached to the structure.

(1) The waterproof canvas tarp shall always be placed in a manner that traps all debris and water. This is best accomplished by elevating the edges.

(2) The waterproof canvas tarp shall be properly disposed of and not re-used.

3. Special Areas – Any abatement project being performed on any structure other than a building shall be arranged, equipped and operated in a manner which will eliminate the possibility of lead contaminants or lead contaminated materials escaping from the work area.

a. The Abatement Subcontractor shall maintain polyethylene barriers and a clean area as long as needed for the safe and proper completion of the work. Any openings or tears in the work area barriers shall be corrected by the Abatement Subcontractor at the beginning of each work day and as necessary during the workday with such openings or tears reported immediately to the Owner. Work will not be allowed to commence until all barriers are in place and acceptable to the Consultant.

4. Barriers shall not be removed until the work areas are thoroughly cleaned, and the area approved by the Consultant. All debris must be properly bagged and removed from work areas, and the lead surface wipe samples must have passed final clearance tests, in accordance with provisions detailed in the Specification prior to barrier removal.

5. At the Owner's and Consultant's approval, the Abatement Subcontractor may utilize a portable mini-isolation chamber to create an isolated work area around single components to be removed. This chamber shall still be equipped with an adjacent clean room, and become an isolated work area sealed at all seams to where it is attached to adjacent surfaces. It shall also satisfy all requirements for a work area and satisfy all clearance criteria, as identified in this Section and Local Law.

F. Signs – Prior to the preparation of a dwelling for abatement, the Abatement Subcontractor shall place warning signs immediately outside all entrances and exits to the dwelling, warning that abatement work is being conducted in the vicinity. Signs shall be in bold lettering with lettering not smaller than two inches tall. The signs shall be at least 20" x 14" and read:

WARNING:

LEAD PAINT REMOVAL HAZARD

UNAUTHORIZED ENTRY PROHIBITED

NO SMOKING, EATING OR DRINKING ALLOWED IN THE WORK AREA

G. Construct and maintain suitable polyethylene barriers within the building to isolate the exterior work area from the interior of the building.

H. The polyethylene barriers termed "critical barriers" for the removal of windows shall consist of the following:

1. Pre-Clean all interior window surfaces with a HEPA-equipped vacuum.

2. Seal duct tape lip to inner most sill, casing and header surfaces of the window.

3. Seal two layers of six mil polyethylene sheeting from the duct tape lip on the inside sill of the dwelling unit window and extend up to the inside surface of the top interior casing. The first layer of sheeting applied shall be sealed to the inside faces of the window casing. The polyethylene sheeting shall be sealed to a piece of three-inch wide duct tape forming a lip attached to the interior window perimeter of the window casing. Refer to Diagram.

4. There shall be no cavity in the polyethylene sheeting created that would allow lead dust to accumulate, which cannot be removed with HEPA vacuuming. This shall allow for removal of this polyethylene sheeting from the exterior of the building, without the generation of lead dust, once the window is removed and cleanup is complete.

5. The second layer of polyethylene sheeting shall be applied over the first layer and sealed directly to the inner face of the cut tape lip and window sill and casing.

6. This sealing of windows shall be done from the interior prior to the beginning of any exterior work.

I. The critical barriers for the removal of front and back doors and front and back door jambs, casing, and associated trim, shall consist of the following:

1. After pre-cleaning activities of HEPA vacuuming floor and surfaces to be abated, seal with duct tape one layer of polyethylene sheeting over a 4' x 4' floor area extending in from the entrance doorway. This floor sheeting shall extend a minimum of six inches up the adjacent wall.
2. Remove the entrance door as described in this section.
3. Construct a mini-containment chamber with a double layer of six-mil polyethylene sheeting to isolate the inside door frame from the interior of the unit.
4. Seal mini-containment chamber to the interior wall a minimum of six inches from the interior door casing. Seal walls of the chamber to the floor poly. Cover ceiling with one layer of six-mil polyethylene. A prefabricated containment system may be used if approved by the Consultant.
5. Allow sufficient clearance around the door frame and casing to permit workers adequate access to remove the components without breaching the containment system.
6. Containment chamber shall remain in place during door, door casing, and jamb replacement.

J. The exterior of the building and the ground surrounding the building shall be covered with plastic sheeting or tarpaulins from the edge of the building to a point at least eight feet away and secured to the ground.

K. The poly barriers shall not be removed until after all debris, dust, and chips are vacuumed up from the exterior.

L. Maintain polyethylene barriers, as long as needed for the safe and proper completion of the work. Any breeches in the work area barriers shall be corrected immediately and as necessary during the work day with such breeches reported immediately to the Owner. Work will not be allowed to commence until all barriers are in place and acceptable to the Consultant.

M. Window barriers shall not be removed until the window opening and polyethylene sheeting thoroughly cleaned as specified in this section, all debris has been properly bagged and removed from work areas, and the lead surface wipe samples have been taken in accordance with provisions detailed herein.

#### **1.08 RUBBISH AND WASTE MATERIAL**

A. All rubbish and waste material from the Work shall be neatly stacked or kept in suitable containers and removed regularly from the premises. The premises shall be kept clean and in an orderly condition at all times to the reasonable satisfaction of the Owner, the Consultant and Architect.

B. Frequency of removal shall be made satisfactory to the Architect, Consultant and the Owner. At no time shall waste be removed from the site without the following documentation submitted for approval by Consultant:

1. Waste manifest, as waste is generated and contained for disposal.
2. TCLP Testing results, as required by the Project Manager, Consultant or Product specification.

#### **1.09 DELIVERY AND STORAGE**

A. Materials for all trades shall be delivered to the job site in manufacturer's original unopened containers with manufacturer's brand name clearly marked thereon.

B. Contractor shall handle and store materials carefully in accordance with manufacturer's recommendations and protect them from moisture and extremes of heat and cold.

C. Copies of Purchase Orders, Shipping Manifests and Bills of Lading shall be available to the Project Manager upon request.

#### **1.10 VISUAL INSPECTIONS**

The Abatement Subcontractor shall request a visual inspection by the Owner or Consultant. If the area does not pass a visual inspection (e. g., no visible dust or debris), the Abatement Subcontractor shall re-clean the area as required.

A. Post-Abatement Visual Inspection – The Consultant shall confirm job completeness by determining whether all surfaces have been abated according to the approved abatement plan and project specification. The Consultant will then determine if the building has been adequately cleaned by examining all surfaces for dust and debris. If dust is found, the work area should be re-cleaned, and the damp cloth test repeated.

B. Post-Abatement Clearance – When all surfaces have passed visual inspection, wipe samples shall be performed by the Consultant. The standards for passing a wipe test apply. If laboratory results indicate that the wipe test clearance level is exceeded, the Abatement Subcontractor shall re-clean the affected area, at no additional cost to the Owner, utilizing the methods specified above. Retesting will then be performed to verify compliance with the mandated levels. Abatement Subcontractor shall pay for all additional testing and provide, at no additional cost, a re-cleaning of an effected area and personal belongings until the clearance level is achieved.

C. Finish Coatings – Finished coatings including, but not limited to, stains, primer, sealers and polyurethane coatings, if used, shall only be applied upon approval by the Owner/ Consultant. Any surface requiring painting shall be primed with an approved primer. All primers or finish coating materials shall have labeling stating, in equal or appropriate wording, "does not contain lead-based paint greater than 600 parts per million" (0.06%) and "does not contain mercury." In lieu of label wording, a manufacturer's statement to this effect may be substituted.

D. Inspection/ Clearance Standards – When clean-up has been completed and all surfaces have been final cleaned, wipe samples by the Consultant or Industrial Hygienist will be performed. The following standards must be met for all "clearance" requirements:

1. Wipe Tests – When only some component types are to be sampled in a specific area, the Consultant will ensure that the component types to be sampled are randomly selected. Within an area, the specific components to be sampled shall be selected at random and the specific sample location on a large component shall be selected at random. In order to compare results with applicable federal clearance criteria, the following methods must be used.
  - a. The sampling location (a specific surface area) must be selected, and the surface area of that location carefully measured and recorded.
  - b. The wipe sampling procedure must ensure that a very high percentage of the surface dust present on the sample location is captured on the wipe.

#### **1.11 SUBSTITUTION OF MATERIALS AND/ OR METHODS**

A. Any substitution in materials or methods to those specified shall be approved by the Consultant and Owner prior to use. Any requests for substitution shall be provided in writing to the Consultant and the Owner. The request shall clearly state the rationale for the substitution.

B. Submit to the Consultant and the Owner product data and samples of all materials to be considered as an alternate.

C. Product data shall consist of manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, material safety data sheets (MSDS) and other standard descriptive data. Submittal data shall be clearly marked to identify pertinent materials, products or models and show performance characteristics and capacities. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product or material with integrally related parts and attachment devices.

D. No work shall begin which requires submittal for approval until the consultant has "approved" or "approved as noted" the submittal.