

PROJECT MANUAL

Chesterfield - 6 North Road Removal of Asbestos Containing Materials And Demolition Project

Owner:

Town of Chesterfield
422 Main Road
Chesterfield, MA 01012
Telephone (413) 296-4771 ext. 1#

May 20, 2020

TABLE OF CONTENTS

PROCUREMENT DOCUMENTS

Page

TABLE OF CONTENTS	2
INVITATION FOR BIDS (Advertisement)	3
INSTRUCTIONS TO BIDDERS	4
FORM FOR GENERAL BID	7
CERTIFICATE OF NON-COLLUSION	9
CERTIFICATION AS TO PAYMENT OF STATE TAXES	9
CERTIFICATE OF VOTE (Corporations Only)	10
REFERENCES	11

TERMS AND CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS OF CONTRACT	12
--------------------------------	----

SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS	18
-----------------------------------	----

Removal of Asbestos-containing Materials (ACMs)	21
---	----

Schedules A & B	29
-----------------	----

<u>Appendix A</u>	30
--------------------------	----

PREVAILING WAGE RATES	
-----------------------	--

<u>Appendix B</u>	31
--------------------------	----

AIA DOCUMENT	
--------------	--

INVITATION FOR BIDS

The Town of Chesterfield will accept Bids for Removal of Asbestos Containing Materials in and/or Demolition of the house and barn at 6 North Road Chesterfield. Specifications may be examined and obtained from the Town of Chesterfield's website www.townofchesterfieldma.com.

There will be an optional pre-bid walk-thru for all interested bidders scheduled for June 10, 2020 at 11:00 a.m. at 6 North Road Chesterfield, MA.

A bid guaranty from the Contractor in the amount of 5% of the bid amount, shall be included with the sealed bid in the form of a bid bond, certified check, treasurer's, or cashier's check of a bank or trust company doing business in Massachusetts and shall be made payable to the Town of Chesterfield. A 100% performance bond and a 100% payment bond will be required within 10 days of Notice of Award.

This bid is subject to Massachusetts prevailing wage rates under MGL chapter 149.

Bids must be submitted in a clearly marked sealed envelope and delivered to the Town Administrator, PO Box 299, 422 Main Road, Chesterfield, MA 01012 by 3:00 p.m. June 17, 2020, at which time they will be publicly opened.

The Town may cancel or reject in whole or in part any and all bids if it is in its best interest.

Susan M. Labrie
Town Administrator

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each Bidder submitting a quote represents that:
 - a) The Bidder has read and understands the Contract Documents and the Bid is made in accordance therewith.
 - b) The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the Bid as submitted.

ARTICLE 2 - BIDDER CERTIFICATIONS – OSHA TRAINING

- 2.1. Massachusetts law requires all workers on this project construction site must have no less than 10 hours of OSHA-approved safety and health training.

ARTICLE 3 – BID SECURITY

- 3.1 Each Bid requires a bid guaranty from the Contractor in the amount of 5% of the bid amount in the form of a bid bond, certified check, treasurer's, or cashier's check of a bank or trust company doing business in Massachusetts and shall be made payable to the Town of Chesterfield. A 100% performance bond and a 100% payment bond will be required within 10 days of Notice of Award.

ARTICLE 4 - REQUESTS FOR INTERPRETATION

- 4.1 Bidders shall promptly notify the Owner and Consultant of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 4.2 Bidders requiring clarification or interpretation of the Contract Documents shall make such request to the Owner.

ARTICLE 5 - PREPARATION AND SUBMISSION OF BIDS

- 5.1 Bids should be submitted on the "Form of General Bid".
- 5.2 Where so indicated on the Form of General Bid, sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
- 5.3 Bidder may include a bid for either the Removal of Asbestos Containing Materials or Demolition of the buildings, or both.

5.4 The Bid shall be submitted in sealed envelope with the following clearly marked on the outside:

BID FOR:

- **6 North Road Asbestos Removal/Demolition Project**
- **BIDDER'S NAME AND BUSINESS ADDRESS**

5.5 **Bids are due by 3:00 p.m. on Wednesday, June 17, 2020 as set forth in the Public Notification. Deliver to Town Administrator PO Box 299, 422 Main Rd. Chesterfield, MA 01012.**

5.6 Timely delivery of a Bid at the location designated shall be the full responsibility of the Bidders.

ARTICLE 6- WITHDRAWAL OF BIDS

6.1 **Before Opening Bids:** Any bid may be withdrawn prior to the time designated for receipt of bids upon written request. Withdrawal of bids must be confirmed over the Bidder's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of bids. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

ARTICLE 7 - CONTRACT AWARD

7.1 Award means the determination and selection of the lowest, responsible, and eligible Bidder, by the Owner.

The Owner will award the contract to the lowest responsible and eligible Bidder within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids.

7.2 The Owner reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 The Owner also reserves the right to reject any Bid, if it determines that such Bid does not represent the Bid of a person competent to perform the work as specified, or determines additional competition is in the public interest.

7.4 The term "lowest responsible and eligible bidder" shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 8- FORMS REQUIRED AT CONTRACT APPROVAL

8.1 Upon award, the Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by Owner, and three (3) originals must be submitted.

1 AIA Document

2 Form of Corporate Vote (If Applicable)

8.2 Insurance Certificates for the coverage required by Article 8 of the General Conditions must be submitted prior to contract validation.

FORM OF GENERAL BID

TO THE AWARDING AUTHORITY:

The undersigned proposes to furnish all labor and materials required to successfully complete the **Chesterfield – 6 North Road Removal of Asbestos Containing Materials Project and/or Demolition Project** in accordance with the Contract Documents for the contract price specified below, subject to additions and deductions according to the terms of the specifications for the proposed contract price of:

Bid for Removal of Asbestos Containing Materials Project:

<hr/> CONTRACT SUM IN WORDS	<hr/> CONTRACT SUM IN NUMBERS
------------------------------------	--------------------------------------

This bid includes addenda number(s) _____

OR

Bid for Demolition Project:

<hr/> CONTRACT SUM IN WORDS	<hr/> CONTRACT SUM IN NUMBERS
------------------------------------	--------------------------------------

This bid includes addenda number(s) _____

OR

Bid for BOTH Asbestos Abatement and Demolition Projects:

<hr/> CONTRACT SUM IN WORDS	<hr/> CONTRACT SUM IN NUMBERS
------------------------------------	--------------------------------------

This bid includes addenda number(s) _____

1. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to MGL. c.149 sec.44A-J.

2. The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person and that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

3. Pursuant to M.G.L. c.62(c) §49(a), the individual signing this document on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Bidder & Date

Printed name & Title

Business Street Address

City, State, and Zip Code

Phone Number

email address

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid or bids has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of Person Authorized to Bind Bidder)

CERTIFICATION AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L.v.62C, S49A, I certify under the penalties of perjury that the Contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

By: _____
Corporate Officer
(If applicable)

CERTIFICATE OF VOTE

(Corporations Only)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____
(Name of Corporation) (Date)

it was VOTED that

_____ (Name) _____ (Officer)

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and

such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the clerk of the above named corporation and that _____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

_____ (Date) _____ (Clerk)

Corporate Seal

REFERENCES

Reference 1:

Name and Address of Reference: _____

Telephone Number of Reference: _____

Name of Project Owner: _____

Address of Project: _____

Brief Description of Work: _____

Reference 2:

Name and Address of Reference: _____

Telephone Number of Reference: _____

Name of Project Owner: _____

Address of Project: _____

Brief Description of Work: _____

Reference 3:

Name and Address of Reference: _____

Telephone Number of Reference: _____

Name of Project Owner: _____

Address of Project: _____

Brief Description of Work: _____

TERMS AND CONDITIONS OF THE CONTRACT

1.0 GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS

The Contract for Construction consists of the Contract Documents which include the AIA Document, Public Notification, Bid Form, Contract Forms, Conditions of the Contract, Specifications, Drawings, all addenda issued prior to execution of the Contract, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

2.0 OWNER

The term "Owner" sometimes also referred to as the "Awarding Authority" or "Authority" as identified in the Owner-Contractor Agreement.

2.1 BIDDER

The terms "Quote(s)", "Bid(s)" or "Bidder(s)" shall mean the person or firm from which prices have been submitted to the Owner for the work identified in these documents.

3.0 CONTRACTOR

3.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

3.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

3.3 TAXES

The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

3.4 PERMITS, FEES, AND NOTICES

3.4.1 Contractor shall secure and pay for all licenses, permits, and other fees required for the proper execution of the Work. The Contractor shall coordinate all efforts required to obtain these permits including having the permit issued in the name of the Contractor.

3.4.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

3.4.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.5 SAFETY REQUIREMENTS

3.5.1 The Contractor must comply with all Federal, State, and local safety laws and regulations applicable to work performed under this Contract.

3.6 PREVAILING WAGE RATES AND LABOR REGULATIONS

3.6.1 The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the "Prevailing Wage Rates" as determined by the Commissioner of the Massachusetts Department of Labor Division of Occupational Safety (in appendix A). This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.

3.6.2 Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Consultant, or any agency **having jurisdiction**.

3.6.3 The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Contract exceeds the rates listed on the Schedule

3.6.4 WAGE RATE REPORTING

- a) The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
- b) The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work.

3.6.5 EMPLOYEE OSHA SAFETY TRAINING

- a) All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training.
- b) The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

4.0 CONTRACT ADMINISTRATION

4.1 PRECONSTRUCTION CONFERENCE

Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner, to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

4.2 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

5.0 CHANGES

5.1 All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner.

5.2 The Owner may direct changes to the Work provided:

5.2.1 The unit prices remain the same,

5.2.2 The Owner's representative has specified in writing that an increase is necessary to fulfill the needs of the Owner and is more economical than awarding another contract,

5.2.3 The Contractor agrees to the increase or decrease in writing

6.0 PAYMENTS

6.1 CONTRACT SUM

The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

6.2 APPLICATIONS FOR PAYMENT

6.2.1 Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

6.2.2 The Owner shall make payment to the Contractor within 30 days of receipt of said application, less any applicable retainage.

6.2.3 The Owner may make changes in any application for payment submitted by the Contractor for:

a) Retention based on the value of its claims against the Contractor,

b) Retention of 5% of the approved amount of the Application for Payment.

6.3 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

7.0 GUARANTY AND WARRANTY

7.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. The Owner reserves the right to reject said substituted materials even after requesting evidence.

7.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of the Substantial Completion the Work to be performed under this Contract, or any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may

employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after substantial completion, the one-year guarantee shall commence at the time the Owner accepts such items. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

8.0 INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed in subparagraphs 9.1 - 9.6. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

8.1 WORKER'S COMPENSATION

Worker's Compensation: Coverage A Statutory Per M.G.L. c.149 §34 and c.152 as amended

Employer's liability:	Coverage B up to \$500,000	each accident
	\$500,000	disease per employee
	\$500,000	disease policy

8.2 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury &	\$1,000,000	each occurrence
Property Damage	\$1,000,000	general aggregate

Products & Completed Operations	\$1,000,000	aggregate
Personal & Advertising Injury	\$1,000,000	each occurrence

8.3 VEHICLE LIABILITY

Personal Injury \$500,000 each person and

Property Damage \$1,000,000 aggregate

Combined Single Limit \$1,000,000

8.4 OWNER AS CO-INSURED

The Owner shall be named as additional insured on the Contractor's liability policies.

8.5 CERTIFICATES OF INSURANCE, POLICIES

8.5.1 The Contractor shall not commence work on this contract until proof of compliance with this article has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the Contractual Liability Coverage is in force.

8.5.2 The Contractor shall file the original and one certified copy of all policies with the Owner within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

8.6 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

9.0 INDEMNIFICATION

- 9.1** The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract.
- 9.2** The Contractor shall assume the defense of, and indemnify and save harmless the Owner and their officers and agents from all claims:
- 9.2.1** relating to labor performed or furnished and materials used or employed for the Work;
 - 9.2.2** to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner;
 - 9.2.3** to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein;
 - 9.2.4** and to any act, omission or neglect of the Contractor and any employees therein.

10.0 MISCELLANEOUS REQUIREMENTS AND EXECUTIVE ORDERS

- 10.1** The Contractor shall comply with the provisions of The Contractor shall comply with the provisions of M.G.L. c.151B; Executive Order 478, Order regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action; Executive Order No. 390 Affirmative Action Marketing Program (AMP) pertaining to minority and women owned business development; Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned laws, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.

10.2 CONFLICT OF INTEREST

The Contractor covenants, that:

- 10.2.1** presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended;
- 10.2.2** in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and
- 10.2.3** no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

11.0 TERMINATION

11.1 TERMINATION FOR CAUSE

- 11.1.1** The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
- a) The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
 - b) A receiver has been appointed of the Contractor's property.
 - c) All or a part of the Work has been abandoned.
 - d) The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.
 - e) The Owner has determined that the rate of progress required on the project is not being met.
 - f) The Contractor has substantially violated any provisions of this Contract.

- 11.1.3** The Owner may complete the work, or any part thereof, and charge its expense of so completing the work or part thereof, to the Contractor.
- 11.1.4** The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

11.3 TERMINATION - NO FAULT

- 11.3.1** In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 11.1, the Contractor shall be compensated for its costs incurred, including reasonable costs of demobilization, calculated on a percent completion basis covering the period of time between the last approved application for payment and the date of termination.
- 11.3.2** Payment by the Owner pursuant to Subparagraph 11.3.1 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

END OF TERMS AND CONDITIONS SECTION

DIVISION 1 - General Requirements

1.01 GENERAL SCOPE OF THE WORK

- A. The Work of the Contract consists of:
1. Removal of Asbestos Containing Materials Project: The Work includes the furnishing of materials and equipment, along with labor and services necessary to remove asbestos containing materials from the house and barn located at 6 North Road Chesterfield as listed in Schedules A and B.
 2. Demolition: Perform demolition of the house and barn located at 6 North Road Chesterfield, after the asbestos has been removed, and dispose of all materials. Remove foundation and fill the remaining hole with similar material to the land surrounding it, level it with the surrounding terrain, and seed it with grass seed.
 3. Providing, where appropriate, all temporary facilities.

1.02 TIME OF COMPLETION

The Work shall be commenced at the time stated in the Owner's Notice to Proceed and shall be completed within **60** consecutive calendar days thereafter.

1.03 SELECTION CRITERIA

- A. In addition to any provisions of the General Conditions, the Contractor will be selected based on the lowest base bid and upon demonstrating successful completion of the following criteria:
1. Must have performed work on at least three municipal jobs in the last 5 years.
 2. Submit references from three different municipalities and submit project project description/cut-sheet from each project.
 3. Must have performed similar projects (private or public).
 4. Submit references from three different projects with description/cut-sheet from each project. (can be same project(s) as above if appropriate).
 5. Lead personnel and construction crew who will work on this project must have the experience as noted above to perform the project.
 6. Submit resume of the project manager and site supervisor (day to day site supervisor)

1.04 PREVAILING WAGE RATES AND OSHA SAFETY TRAINING

- A Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor and Workforce Development and subject to M.G.L. c.149 §26 to 27H inclusive. A list of the wage rates for this project are included in the Project Manual.
- B The Contractor shall certify that all employees working on this project have successfully completed a 10 Hour Safety and Health Training Course approved by the United State Occupational Health and Safety Administration (OSHA). This certification must be submitted with the payroll certifications require by paragraph A above.
- C See Appendix A for current Prevailing Wage Schedule.

1.05 CONDUCT OF THE WORK

The site will be unoccupied during entire construction period.

- A. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 7:00 p.m.
 - 1. All utilities have been shut off/disconnected.
 - 2. General Construction Sound and Noisy Activity: Work that requires protection from hearing loss or damage due to excessive sound levels for workers shall require that the contractor notify the Owner before commencing such work. Notice can be presented at Project Meeting.

1.06 PROTECTION AND ACCESS

- A. The Contractor shall, at all times, leave the Fire Department apron and parking area (across the street from this work site), as well as the roadway unobstructed.
- B. The Contractor shall take necessary precautions to insure against fire during contracted work. The Contractor shall be responsible to insure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

1.07 TEMPORARY FACILITIES

- A. Temporary Electricity - The Contractor may make use of portable generators to provide electricity and operate pump for water.

- B.** Temporary Water - The Contractor may make use of the water available at the site for construction purposes (will require a generator as utility company power has been disconnected).
- C.** Temporary Toilets – Contractor is responsible for portable toilets to be placed on site by permission of Owner. Number of portable facilities to be in compliance with State Plumbing Code, Board of Health Regulations and any other regulations.

1.08 CLEANING UP

- A.** Conduct cleaning and disposal operations to comply with all Federal, State, and local laws, ordinances, and regulations.
- B.** Provide on-site containers for collection of waste materials and rubbish, to be located with the approval of the Owner.
- C.** At the end of each day's work, remove, and legally dispose, all waste materials and rubbish from the site,

END OF DIVISION 1 – GENERAL REQUIREMENTS

REMOVAL OF ASBESTOS CONTAINING MATERIALS (ACMs)

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. The furnishing of labor, materials, services, and equipment necessary to:
Remove asbestos containing materials (ACMs)
- B. See **Schedules A and B** for a list of asbestos containing materials scheduled for removal.

1.2 OWNER SUPPLIED ITEMS

- A. Project Monitor visual and final air clearance inspection services in accordance with Article 2.4

1.3 REFERENCES

- A. 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. Adhere to the more stringent requirements where there is a conflict between this Specification and applicable regulations. This includes, but is not limited to, the following:
 - 1. Institute of Inspection, Cleaning, and Restoration Certification (IICRC) S520 Standard and Reference Guide for Professional Mold Remediation-2008
 - 2. Commonwealth of Massachusetts Department of Environmental Protection (DEP) – 310 CMR 7.02, 7.09 and 7.15
 - 3. Commonwealth of Massachusetts Department of Labor Standards (DLS) 453 CMR 6.0
 - 4. United States Environmental Protection Agency (U.S. EPA) Regulations for Asbestos, Title 40 CFR, Part 61, National Emission Standards for Hazardous Air Pollutants (NESHAP), Subparts A and M
 - 5. U.S. EPA Asbestos Model Accreditation Plan (Training of Asbestos Workers), Title 40 CFR 736.92 (a) (2)
 - 6. U.S. EPA Worker Protection Rule, Title 40 CFR 763 Subpart G
 - 7. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor, Title 29; CFR, Section 1926.1101
 - 8. OSHA, U.S. Department of Labor (Respiratory Protection), Title 29 CFR Section 1910.134
 - 9. OSHA, U.S. Department of Labor (Access to Employee Exposure and Medical Records), Title 29, CFR, Section 1910.20
 - 10. OSHA, U.S. Department of Labor (Hazard Communication for the Construction Industry), Title 29, CFR, Section 1926.5
 - 11. The Asbestos School Hazard Abatement and Reauthorization Act (ASHARA) – 15 USC 2641-2656
 - 12. ASTM Standard E1368-90 (Standard Practice for Visual Inspection of Asbestos Abatement Projects)
 - 13. Transportation, Title 49, CFR, Parts 171 and 172

1.4 SUBMITTALS

- A. Submit the following items at or before the pre-construction meeting (attendance is required for the Contractor's Project Manager and Site Supervisor/Competent Person). Submittals are required to be approved by the Owner before work commences on the project.
 - 1. Materials and Equipment
 - a. Comply with local, State, and Federal regulations pertaining to the selection and use of materials and equipment on this project. Provide a submittal on materials and equipment to be used prior to commencement of the work. At a minimum, documentation regarding the following items shall be required to be submitted for review and approval:
 - 1) Polyethylene sheeting (6-mil minimum)
 - 2) Polyethylene bags (6-mil minimum)
 - 3) Surfactant
 - 4) Containers (disposal)
 - 5) Labels and signs
 - 6) Asbestos Encapsulant
 - a) Ensure selected encapsulant, if used, is compatible with remaining substrate for scheduled application of replacement material.
 - 7) Negative Air Filtration Units
 - 8) Anti-microbial sealants and/or encapsulants, if used
- B. Receive written Owner and Consultant approval for materials or equipment not previously approved prior to delivery to the site.

1.5 QUALIFICATIONS

- A. Submit the following:
 - 1. Copy of current valid Commonwealth of Massachusetts Asbestos Abatement Contractor's license
 - 2. Written Respirator Program, updated to OSHA's most current version of 1910.134, which establishes procedures governing the selection and use of respirators, medical examinations, training, fit testing, inspection, evaluation, etc.
 - 3. Written Medical Surveillance Program including the Physicians' written opinion for employees assigned to the project in accordance with OSHA 29 CFR 1926.1101(m).
 - 4. Written Hazardous Communications Program including MSDS sheets for materials to be brought on-site.
 - 5. Documentation that all employees engaged in the work have received proper asbestos training, including a copy of current asbestos training certificates.
 - 6. Copies of Commonwealth of Massachusetts Asbestos Worker or Supervisor licenses for employees in accordance with Commonwealth of Massachusetts Department of Labor Standards (DLS) 453 CMR 6.0 Regulations.
 - 7. Project Schedule of Completion
 - 8. Drawings or written description detailing engineering controls, including number of Negative Air Filtration Units (size, location, capacity, type and discharge area)
 - 9. Drawings or written description detailing asbestos waste disposal program (including any on-site storage, method of removal from building and the name of the waste disposal site).
- B. Closeout Submittals: The following documents shall be submitted to the Owner within thirty (30) calendar days following removal of waste from the site:
 - 1. Copy of Waste Shipment Records
 - 2. Copy of Personal Air Sample Results
 - 3. Original Bound Log Book

4. Copy of Project Violations, Correspondences and Waivers
5. Copy of Project Notifications and Extensions (Federal and State)
6. Manifests signed by the disposal facility

1.6 QUALITY ASSURANCE

- A. Perform the removal of asbestos containing materials (ACMs) using persons who are knowledgeable, qualified, and trained in the removal, treatment, handling, and disposal of such materials, and subsequent cleaning of the affected environment.
- B. Maintain the following records on site and available for review by all employees and authorized visitors until final completion:
 1. Employee records, including:
 - a. Respirator fit-test documentation
 - b. Training certificates
 - c. Latest medical surveillance records
 - d. Employee qualifications
 2. Record of asbestos waste removed from the site including date, time, quantity (number of bags or cubic yards) destination of waste, name of approved hauler and EPA approved landfill and final chain of custody forms.
 3. Copies of applicable permits and notifications.
 4. Personal air sampling results.
 5. Copies of 310 CMR 7.02, 7.09, 7.15 and 453 CMR 6.0
 6. MSDS sheets for all chemicals used during the project
 7. Copies of Contractor's written Hazard Communication and Respiratory Protection Programs

1.7 SUBSTITUTION OF MATERIALS OR METHODS

- A. Receive prior written approval from the Owner prior to any modifications to methods, procedures, and design. It is the intent of these documents to allow the Contractor to present alternative methods to the abatement processes herein, provided the following:
 1. Proposed modifications or substitutions to methods, procedures, or design comply with applicable regulations.
 2. Proposed modifications or substitutions are submitted for review in accordance with the requirements of the Project Manual and no later than 5 workdays prior to planned commencement of proposed modification.
 3. If the modification or substitution necessitates changes or additional work, assume the cost and the entire responsibility thereto unless performed under the approved Change Order Process.
 4. Furnish the specifically named or designed items, methods or procedures designated in this Section unless requests for modification or substitution are made in accordance with the above instructions and any additional conditions provided in the Project Manual, supported by sufficient proof of equality.
 5. The Owners permission to make such substitution shall not relieve the Contractor from full responsibility for the work.

1.8 EQUIPMENT

- A. HEPA Filtration Units
 1. Ensure HEPA filtration units used are equipped with the following:
 - a. Magnehelic gauge to monitor the unit's air pressure difference across the filters and be able to interpret magnehelic reading to cubic feet per minute (CFM).

- b. An affixed label, clearly marked and conspicuous, showing the most recent installation date and hour reading of the primary internal HEPA filter. Hour meter, to record unit operation time.
- c. Automatic shut off for filter failure or filter absence.
- d. Audible alarm with or without flashing red light for unit shutdown.
- e. Amber flashing warning light for filter loading. Safety system that prevents unit from being operated with the HEPA filter in backwards.
- f. Undamaged flexible ducting, vent tubing, adapter plates and other equipment used for the passage of filtered air, free of air leaks at all points.

PART 2 - EXECUTION

2.1 EXAMINATION

A. Site Verification of Conditions

- 1. Verify and confirm quantity estimates, existing conditions, and particulars of the work.

2.2 PREPARATION

A. Asbestos Removal, General (any or all of the following as required for this site)

- 1. Secure the work area and allow only authorized personnel into the area. Secure entrances and exits with locked doors at the end of each workday.
- 2. Construct a containment system to capture and contain all materials removed during the asbestos abatement activities.
- 3. Perform abatement of asbestos containing materials using negative air filtration techniques attached 3-stage decontamination systems, critical barriers, full 2-layer plastic containments and the encapsulation of post removal surfaces unless otherwise specified in this Section.
 - a. Negative Air Filtration Units (NAFU) units
 - 1) Utilize High Efficiency Particulate Air (HEPA) Negative Air Filtration Units (NAFU) units to provide negative pressure in work areas sufficient to change the volume of air within the contained worksite a minimum of 4 times per hour or once every 15 minutes.
 - 2) Ensure HEPA filtration units used for the Work meet the requirements of Article 1.1 of this Section

B. Three (3) stage decontamination systems

- 1) Establish three (3) stage decontamination systems adjacent to and connected to regulated work areas. Mask and seal the decontamination chambers with 2 layers of 6-mil polyethylene sheeting and flaps between each room. Decontamination systems shall consist of the following:
 - i. Remove and dispose of disposable protective suits and wear only respirators into the shower.
- a) Shower
 - i. Supply cold and hot water
 - ii. Connect a two-stage filtering system for wastewater immediately off the drainpipe or sump pump outlet of the shower. Efficiently filter fibers down to 20 microns in length in the first stage and down to 5 microns in length in the second.
 - iii. Hot water, towels, soap, and hygienic conditions are the responsibility of the Contractor.
- b) Clean Room
 - i. Use for storage of asbestos worker's street clothing, clean protective clothing and clean respirator equipment.

- ii. Do not allow contaminated clothing, respirators, tools, equipment, or other materials into the Clean Room
 - iii. Use as an access for personnel entering the work area, and for the donning of respiratory protection and protective clothing
 - iv. Equip with a lockable door to secure the work place during off-shift hours
 - 2) Rooms shall be of sufficient size to accommodate contaminated personnel and related equipment.
 - 3) Decontamination systems that are constructed within a contained work area or at the exterior of a building shall be free standing and framed with 2 inch by 4 inch studs and plywood walls. Exterior decontamination chambers shall be weather resistant and secured with locks when not in use. Masking and sealing requirements remain the same as those stated above.
- 4. Critical Barriers
 - a. Mask and seal windows, doors, openings, ducts, drains and vents with a minimum of one layer of 6-mil polyethylene sheeting prior to any masking and sealing operations which make up the asbestos work area. Seal voids in the walls and ceilings due to penetrations of conduits and pipes with fire retardant spray foam.
 - b. Place primary filters in areas where drains or sump pumps are located and seal drain and openings with 6-mil polyethylene sheeting, in addition to floor masking and sealing requirements.
 - c. Disconnect exposed electrical panels in work areas when possible, and mask and seal with a minimum of 2 layers of 6-mil polyethylene sheeting and duct tape. Provide supplementary ventilation to prevent potential heat build-up and reduce fire risk.
- 5. Full Containments
 - a. Mask and seal floors and walls with 2 layers of 6-mil polyethylene sheeting with a minimum overlap of 12 inches at seams. Mask and seal ceiling areas with a minimum of 1 layer of 6-mil polyethylene sheeting. Mask and seal floors and walls in the following sequence:
 - 1) Cover floors and extend polyethylene sheeting up walls.
 - 2) Cover walls and extend polyethylene sheeting from ceiling to floor overlapping the polyethylene sheeting on the floor and seal edges.
 - 3) Cover floor with second layer of polyethylene sheeting and extend polyethylene sheeting up walls and seal edges. Stagger seams to reduce the potential for water or asbestos to penetrate through the covering.
 - 4) Cover walls second layer of polyethylene sheeting and extend polyethylene sheeting from ceiling to floor overlapping the second layer of polyethylene sheeting on the floor. Stagger seams to reduce the potential for water or asbestos to penetrate through the covering.
- 6. Posting and Record Maintenance Requirements
 - a. The following items shall be conspicuously displayed proximate to but outside of abatement work areas. The contractor shall assure that the posted regulations are not altered, defaced or covered by other materials
 - 1) Exit Routes
 - 2) Emergency exit routes and procedures
 - 3) Emergency Phone Numbers

4) Warning Signs

2.3 SPECIAL TECHNIQUES

- A. Perform abatement of asbestos-containing materials (ACMs) utilizing the following techniques, at a minimum:
 - 1. Perform work utilizing full containment methods
 - 2. Wet asbestos consistently and thoroughly with a fine spray of amended waste activities that may disturb materials that contain asbestos.
 - 3. Carefully remove and immediately place asbestos in approved and properly labeled 6-mil polyethylene disposal bags. Diligently scrape or brush asbestos residual materials from surfaces. After brushing and scraping, surfaces shall be free of visible debris and fibers and surfaces shall be HEPA vacuumed clean.
 - 4. Workers shall wear disposable protective suits and respiratory protection for abatement or disturbance of asbestos-containing materials.
 - 5. Comply with requirements for final clearance and release of a work area as described in Article 2.4 and as required by applicable regulations prior to tear down of polyethylene and area clean up.
 - 6. Encapsulate the asbestos work area(s) upon the successful completion of the visual inspection by a Massachusetts certified Asbestos Project Monitor and Asbestos Abatement Contractor Site Supervisor. Apply a bridging encapsulant/lockdown sealant to remaining surfaces in direct contact with removal operations, polyethylene sheeting and on any porous surfaces within the work area. Ensure the chosen encapsulant is compatible with the replacement materials and conform to the proper edition of applicable fire and electrical standards.

- B. Demolition
 - 1. Perform demolition and removal of house and barn including foundation

2.4 FIELD QUALITY CONTROL

- A. Site Tests, Inspection
 - 1. Personal Air Sampling
 - a. Conduct daily personal and excursion air sampling on abatement workers in accordance with the procedures outlined in OSHA 29 CFR 1926.1101.
 - b. Ensure the laboratory selected for analyzing asbestos personal air samples possesses current valid certification of participation the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program. Analysts for the laboratory are required to have successfully completed the National Institute for Occupational Safety and Health (NIOSH) 582 course (or equivalent) and show proficiency in the NIOSH 7400 analytical method for fiber counting as published in the NIOSH Manual of Analytical Methods.
 - 2. Consultant Inspections/Testing
 - a. Ensure the following inspections and testing are performed for each work area:
 - 1) Pre-Abatement Visual Inspection
 - a) After the work area is totally isolated, and prior to commencement of work, Consultant will perform a visual inspection of the work area. This will consist of smoke-testing the containment and checking the integrity of barriers. This does not in any way relieve Contractor's responsibility to ensure isolation of the work area.
 - 2) Post Abatement Visual Inspection
 - a) Pass a visual inspection conducted by the Site Supervisor responsible for the project and the Project Monitor. The criterion for this inspection shall be the absence of visible debris in accordance with

ASTM standard E1368-90. Thoroughly clean and dry post removal and contaminated surfaces prior to the visual inspection. Conduct recleaning as required by the Project Monitor until the area meets the criteria for the inspection. A certificate of visual inspection shall be signed by the Project Monitor and the Site Supervisor after final inspection clearance. The certificate of visual inspection shall be part of the Owner's documentation.

- 3) Asbestos Final Air Clearance
 - a) Perform Phase Contrast Microscopy (PCM) clearance testing to confirm the completion of removal in accordance with state of Massachusetts regulations. Removals shall be considered complete if the following criteria are met:
 - i. Containment's cleared and samples analyzed by Phase Contrast Microscopy (PCM): Maximum airborne fiber concentration of less than or equal to 0.010 fibers per cubic centimeter.
 - b) Reclean the entire work area at no additional cost to the Owner should results indicate a fiber concentration greater than clearance criteria outlined above or if the visual inspection fails for any abatement area (i.e. containment). Pay for additional testing and inspections until the clearance level is achieved. The full cost of additional testing and inspection shall be paid by subtracting such costs from the Contract total.

2.5 CLEANING

- A. Maintain the work site in a neat and orderly manner at all times.
- B. Equipment to be utilized in connection with work, waste collection, or that will or may come in direct contact with the site contaminants shall be decontaminated prior to leaving the site to prevent migration of contaminated residues from the project site.
- C. Wet wipe and HEPA vacuum the work area/containment following abatement in the area to collect any residual debris.
- D. Clean asbestos equipment by HEPA vacuuming. Maintain surfaces as free as practicable of accumulations of asbestos containing dust and debris. Use HEPA vacuums or wet methods for cleanup of asbestos containing dust and debris.
- E. Perform final cleaning of abatement work areas in accordance with this section, applicable regulations and to the approval of the Owner and Consultant.
- F. Perform work without contaminating the building environment. This includes interiors of ductwork, outside containment locations, machinery and equipment and any other release into unregulated spaces. Make right and cleanup of any such contamination at no additional charge to the Owner.

2.6 WASTE MANAGEMENT AND DISPOSAL

- A. Asbestos
 1. Fulfill waste generator responsibilities as specified by 40 CFR 61, Subpart M, Federal Emission Standards for Asbestos, revised November 20, 1990, and applicable state, regional and local government standards.
 2. Package asbestos-containing waste in sealed double containers and remove from the work area to a specified transportation vehicle or a designated holding area approved by the Owner prior to post-abatement inspection and at the end of each workday. The outer container may be either a clean sealed drum (steel or fiber) or a sealed plastic bag. The inner container shall be a sealed plastic bag at least 6-mil

- thick. Remove debris accumulated during that day's work activities at the end of each workday. Provide a daily tally of all bags removed.
3. Receive prior written approval from the Owner for temporary storage areas for asbestos waste. Store asbestos waste in a secure lockable container which is posted and secured whenever not in use unless said waste is removed from the site at the end of each workday. Load asbestos waste in a waste transportation vehicle/dumpster and haul away as soon as there is a sufficient quantity available for direct transportation to the approved disposal site. Cover vehicles hauling asbestos waste materials to prevent emission of asbestos in route to the disposal site.
 4. Affix asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, to the outside of asbestos containers, and each inside bag. Non-friable asbestos-containing waste that has not been and does not have a high probability of becoming, crumbled, pulverized, or reduced to powder need not be labeled. Labels will be conspicuous and legible and shall contain the following warning:

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

5. Label each waste bag in accordance with the latest NESHAP standard, Section 61.150, including the following information:

SITE OWNER'S NAME
SITE NAME

6. Apply a DOT "class 9" shipping label and DOT mark on each package of asbestos containing materials. Pre-printed labels are acceptable.
7. Mark each vehicle transporting asbestos-containing waste with asbestos danger signs during loading and unloading of the waste, in accordance with the NESHAP, 40 CFR 61.150.
8. Prepare waste shipment records. Provide completed waste shipment record(s) signed by the Asbestos Abatement Contractor, transporter(s), transferor(s), and disposal or conversion facility(ies), to the Owner within 30 days of the time at which the asbestos-containing wastes are received at the disposal or conversion facility(ies) and no longer than 40 days after the waste was accepted by the initial transporter. Specify on the Waste Shipment Record the number of bags or cubic yard(s) of asbestos waste.
9. Ensure waste disposal sites for asbestos materials are in accordance with 40 CFR 61.25, Waste Disposal Sites. Provide written evidence that the site is approved for asbestos disposal by the EPA, State and local regulatory agencies.

2.7 SCHEDULES

A. The following Table presents ACMs scheduled to be removed.

Location	Material	Estimated Quantity	Condition Assessment
Black Chimney Flashing & black access hatch flashing on barn flat roof	Miscellaneous	5 square feet	Intact
Black edge flashing on wood storage shed roof	Miscellaneous	20 linear feet	Damaged
Cement board backer behind wood stove in barn	Miscellaneous	20 square feet	Intact
Black chimney and waste pipe flashing on the house roof	Miscellaneous	5 square feet	Intact
Brown wall panel adhesive and ceramic wall tile adhesive in house kitchen	Miscellaneous	250 square feet (may also be behind cabinets)	Intact
Gray soft flue packing in basement of house	Thermal system insulation	3 square feet	Intact
Pad at light fixture, entry by garage	Thermal system insulation	<1 square foot	Intact

B. The following Table presents ACWMs (<1% Asbestos) scheduled to be removed.

Location	Material	Estimated Quantity	Condition Assessment
Black asphalt roofing on the wood storage shed roof	Miscellaneous	36 square feet	Damaged
Middle layer of shingle on the house roof –back side	Miscellaneous	675 square feet	Intact
Black sink undercoating in kitchen of house	Miscellaneous	1 unit	Intact
Gypsum board and joint compound on walls throughout the house	Miscellaneous	Approx. 1,800 square feet	Intact

Appendix A

Prevailing Wage Rate Schedule

The Prevailing Wage Rate Schedule can be downloaded from the Town's website:

www.townofchesterfieldma.com or

contact Town Administrator Susan Labrie at

townadmin@townofchesterfieldma.com to receive a

copy via email.

Appendix B

AIA Document

A sample AIA document can be downloaded from the Town's website:

www.townofchesterfieldma.com or

contact Town Administrator Susan Labrie at

townadmin@townofchesterfieldma.com to receive a copy via email.