

ASBESTOS ABATEMENT

for

Knox County, Illinois

at

Knox County Courthouse 200 S. Cherry Galesburg, Illinois

Prepared by:

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MEI Project No. 11-5530

February, 2011

Signature:_

Brad L. M^cKee, CIH, LIH # CP 7664 (CIH); # 00194 (LIH)

Date: February 1, 2011

IDPH #: 100-1758

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Asbestos Abatement Work

Knox County Courthouse, Galesburg Illinois

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Bidding Requirements

Section 00020

Advertisement for Bids

Sealed bids for "Asbestos Abatement Work" at the <u>Knox County Courthouse</u>, Galesburg, IL will be received at the American Legion Hall, 749 Henderson Road, Knoxville, IL 61448 by the Construction Manager, Johnson Building Systems, Inc., on behalf of Knox County, Galesburg, IL, hereinafter referred to as the owner, <u>until 2:00 p.m. local time, April 14, 2011</u>. Bids will be opened and read aloud at the American Legion Hall, Knoxville, IL. Bids will be held good and may not be withdrawn for a period of 60 calendar days from the date of opening.

<u>A Mandatory Pre-Bid meeting will be conducted April 7, 2011 at 4:30 p.m</u>. local time at the project site, 200 South Cherry Street, Galesburg, IL 61401.

All work shall be performed in accordance with all of the current and latest requirements of all regulations governing asbestos removal and disposal. The Contractor shall be aware of and comply with the latest requirements of the regulations governing asbestos removal and disposal. Bids shall be submitted on forms supplied by the Consultant. No bid shall be withdrawn for a period of 60 days subsequent to the opening of bids. Each bid shall be accompanied by (enclosed in the same envelope) the Bidder's Security in the amount of 5% and in a form similar to that indicated in the Specifications (AIA Document A310 made payable to Knox County, 200 S. Cherry St., Galesburg, Illinois by a properly authorized and qualified surety company. Cashier's and certified checks are accepted.

Bidders must conform to the Illinois Department of Human Rights Requirements and furnish Federal Employer's Identification Number.

The Owner reserves the right to waive any irregularities and to accept any or reject all bids when in the opinion of the Owner, such action will serve the best interest of the Owner.

The Owner prefers that work on this project be performed insofar as practical by local labor and assurance of same will be considered in the award of the contract. Potential bidders are advised of Illinois Revised Statutes, Chapter 48, Section 2201-2207, Public Act 83-1472.

Bids on all work of this contract shall be subject to the provisions of the "Illinois Prevailing Wage Act" (Illinois Compiled Statutes 820 ILCS 130/0.01 et seq.)

Plans and specifications for this project may be obtained during normal business hours from Illinois Blueprint, 800 S.W. Jefferson Ave., Peoria, IL 61605, 309-676-1300. Documents will also be on file and available for viewing at Illowa Builders Exchange, 520 24th Street, Rock Island, IL, 309788-9260 and the Greater Peoria Contractors & Suppliers Association, 1811 N. Altorfer Drive, Peoria, IL, 309-692-5710. Documents and Addenda will also be posted on Illinois Blueprint's website; contact their office for instructions. Notify Brad McKee, McKee Environmental, Inc. 309-275-1900 if you wish to obtain documents at the Pre-Bid Meeting. A non-refundable deposit of \$35.00 per set will be required. Address any logistical questions to Steve McKelvie at Johnson Building Systems, (309) 343-3148, and technical questions to Brad McKee.

Instructions to Bidders

1. Instructions to Bidders:

The Instructions to Bidders for this Project are the American Institute of Architects, Document A-701, Instructions to Bidders, 1997 Edition.

2. Supplementary Instructions to Bidders are as follows:

3. Codes and Permits:

- A. All work shall be performed in accordance with all of the current and latest requirements of all applicable regulations governing asbestos removal and disposal. The Contractor shall comply with the latest requirements of the following regulations governing asbestos removal and disposal:
 - 1. U.S. Environmental Protection Agency Regulations for asbestos (Code for Federal Regulations Title 40, Part 61, Subparts A and B).
 - U.S. Environmental Protection Agency "Asbestos Containing Materials In Schools, Final Rule," 40 CFR 763, October 30, 1987.
 - 3. U.S. Environmental Protection Agency Regional National Emissions Standards for Hazardous Air Pollutants (NESHAP).
 - 4. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Regulations (Code of Federal Regulations Title 29, Part 1910, Section 1910.1101).
 - 5. Illinois Department of Public Health, Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings, Ill. Adm. Code 855.
 - 6. U.S. Department of Transportation "Hazardous Substances Final Rule" 49 CFR 171 and 172, November 21, 1986, February 17, 1987.
 - 7. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings," Part 1 and Part 2.
 - 8. Any other applicable Federal, State, County, or Local Rule or Regulation.
- B. The Contractor shall submit all required notifications and obtain required permits including but not necessarily limited to:
 - 1. The Contractor shall notify in writing the Regional EPA Office of the planned asbestos removal operation at least ten (10) working days before work begins, if required by amount of material being removed.
 - 2. The Contractor shall be responsible for obtaining approval for a waste disposal site in compliance with Section 61.25 of the EPA Regulations.
 - 3. Work shall not commence until all required permits have been secured, and all insurance and material payment bond requirements met.
 - 4. The Contractor shall pay for all inspection, permit and notification fees.

4. **Protection:**

- A. All existing surrounding area and property shall be properly protected from damage and left undamaged from all operations of the Contractor.
- B. This Contractor shall provide all protection necessary and required to keep the building secure, and for all light fixtures, equipment, emergency lights, etc., of all kinds, which cannot be removed beforehand.

5. Method of Bidding:

The Method of Bidding for this Project shall be as indicated in the proposal forms.

6. Interpretations or Addenda

- A. No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents or any part thereof.
- B. Requests for interpretations shall be made in writing to the Consultant.
- C. Inquiries received three or more days prior to the date fixed for opening of bids will be given consideration.
- D. Changes to the Contract Documents will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Consultant at least two days before Bids are open.
- E. Addenda will be mailed to each bona fide bidding Contractor holding Contract Documents, but it shall be the Bidders' responsibility to make inquiry as to the Addenda issued and provide distribution of Addenda to all subcontractors and suppliers.
- F. Addenda shall become part of the contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

7. Inspection of Sites:

- A. It is strongly recommended bidders visit the sites of the proposed work, fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself with the facilities involved, the difficulties and restrictions attending the performance of the Contract.
- B. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents.
- C. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

8. Bids:

- A. Bids must be submitted on forms supplied by the Consultant. All shall be properly notarized and seal affixed. Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the proposal form by the Bidder. The Contractor shall submit two copies of the Proposal and retain one copy for his records.
- B. The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Proposal Form hereto attached, and at his option may reject same.

C. Corrections, erasures, or other changes in the Proposal must be explained or noted over the signature of the Bidder.

9. Substitutions:

- A. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- B. No substitutions will be considered unless request has been submitted to the Consultant for approval at least five (5) days prior to the date of receipt of bids. Substitution requests shall be written and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposal substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Consultant.
- C. If the Consultant approves any proposed substitution, such approval will be set forth in an Addendum not less than three (3) days prior to the date for receipt of bids.
- D. Consideration of substitutions may also be requested on separate sheets submitted with the bids. Such substitutions will not be considered in selection of the low bidder.
- E. After the receipt of bids and prior to the award of the Contract, consideration of substitutions may be requested by the successful bidder up to 2 days prior to the date or preparation of Contract.

10. Award of Contract: Rejection of Bids:

- A. The Contract, if awarded, will be awarded to the responsible bidder submitting the lowest and best Base Bid for All Work plus any acceptable alternates, complying with the conditions of the Contract Documents, within the Owner's budget. Consideration other than cost alone will be used in making the determination of the successful Contractor.
- B. The Bidder to whom the awards are made will be notified at the earliest possible date.
- C. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in his interest.

11. Bids for Base Bid and Alternates will be held good for a period of 60 days subsequent to the opening of bids.

12. Execution of Agreement and Performance and Payment Bonds:

- A. Subsequent to the award and within five days after the prescribed forms are prepared and presented for signature by the Consultant, the successful "Asbestos Abatement" Contractor shall execute and return to the Engineer/Consultant, an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require. The submittal shall include the Performance Bond, Labor and material Payment Bond and insurance forms.
- B. The Contractor's Base Bid shall include all costs for providing a single Performance Bond and Labor and Material Payment Bond in favor of the Owner, covering work of all trades and sub-Contractors.
- C. Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Contractor shall within the period specified above, furnish Surety Bonds in penal sums, each not less than the amount of the Contract as awarded, as security for the faithful performance of the contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature. Such Bonds shall be in the same form as those included in the Contract Documents and shall bear the same date as, or a date

subsequent to that of the Agreement. The current Power of Attorney for the person who signs for any Surety Company shall be attached to such Bonds. A Guaranty or Surety Company acceptable to the Owner shall sign bonds.

D. The failure of the successful Bidder to execute such Agreement and to supply the required Bonds within five days after the prescribed forms are presented for signature, or within such extended periods as the Owner may grant, based upon reasons determined sufficient by the Owner, may constitute a default.

13. Pre-Construction Conference:

A "Pre-Construction" Conference will be scheduled shortly after the issuance of the "Notice to Proceed", to establish lines of communication, review schedules, and establish guidelines for execution of the work. This meeting is to be attended by the Contractor, any Subcontractors, the Owner, and the Owner's Consultant.

14. Contractors Use of Present Building and Facilities:

The successful "Asbestos Abatement" Contractor shall limit his use and occupancy of the Owner's present building and to the immediate areas of the work. The Owner may be using other areas during the time period of the contract. In general, all areas involving "work" under this contract will be entirely available to the Contractor, and these areas shall be properly "posted" to prevent unauthorized entry by others. The Contractor shall have use of the Owner's present electrical service and water services, as available, and the Owner will pay for all water and electricity consumed. Care shall be exercised not to waste these resources, however. Contractor is responsible for distribution of electricity to his equipment.

Removal of "special or hazardous waste products" shall be carefully handled so as not to contaminate any areas outside the immediate work areas, or any exterior portion of the building or site.

The Contractor shall coordinate with the Owner shutting off electrical, HVAC systems, and energized services to the work area and shall provide Lockout/Tagout to these systems. The Contractor shall be required to provide temporary power and establish Ground Fault Circuit Interrupter Devices (i.e. GFCI protected circuits) for all lighting and equipment in work areas. Owner requests electrical services remain available to other portions of the building. Where applicable, the Contractor must either exclude or isolate energized electrical services to outside the contained work area or take measures to appropriately isolate and protect the energized systems with plywood, multiple polyethylene layers and any other controls necessary for protection of the building & personnel within the work areas. The Contractor is solely responsible for protecting and maintaining energized systems and protective measures within work areas.

15. Owner's Use and Occupancy of Present Building:

The Owner may be using other parts of the building during the course of the Asbestos Abatement Work.

16. Parking:

Contractor will be assigned a designated area of the present parking lot for parking of cars, trucks, other vehicles (office, etc.), and storage of materials. No other areas may be used for this purpose.

17. Storage of Hazardous Waste Materials:

Certain designated areas shall be assigned the Contractor, for storage and "pick-up for removal" of removed hazardous/special waste materials. These areas shall be properly designated, enclosed with ropes, etc. and provided with signs, per legal (code) requirements.

18. Bidder's Responsibility for Condition of Work:

- A. The Bidder shall, before submitting his Proposal, be held, to have examined the premises, so as to compare them with the Drawing and Specifications, and to have satisfied himself as to the existing conditions of the premises and limitations under which the work will have to be executed. No allowances shall subsequently be made on behalf of the bidder by reason of any error or neglect on his part for having failed to follow the instructions here given.
- B. The Bidder shall be held to have carefully read the Instructions to Bidders, the General Conditions, the Specifications for his work and other branches of the work to the end that he may be fully informed not only as to the work he is to perform, but also know about the work that will be required to be done by all Subcontractors.
- C. The bidder shall verify the location, extent, quantity and size of the asbestos containing materials. The bidder shall verify all dimensions.

19. Wage Rates:

- A. The Contractor shall obtain the current State of Illinois, Department of Labor, prevailing wage rates for the various trades and occupations and post same in a conspicuous place. In submitting his Proposal, the Contractor warrants that no employee of the Contractor or of his Subcontractors shall receive less than the hourly rate as posted for his particular trade or occupation (See Section 00800).
- B. If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revision of the prevailing wage as set forth above shall not result in an increase in the contract sum.

20. Guaranty:

- A. The bid must be accompanied by a Bid Guaranty, which shall not be less than 5% of the amount of the Base Bid.
- B. At the option of the Bidder, the Guaranty may be a certified check, bank draft, or a Bid Bond.
- C. The Bid Bond shall be secured by a Guaranty of a Surety Company acceptable by the Owner.
- D. No bid will be considered unless it is accompanied by the required Guaranty.
- E. Certified check or bank draft must be made payable to the order of the Owner.
- F. Cash deposits will not be accepted.

End of Section 00100

Section 00300

Stipulated Sum Proposal for Asbestos Abatement Knox County Courthouse Galesburg, Illinois

We hereby submit our Proposal(s) for construction and completion of all work for "Asbestos Abatement" Work at Knox County Courthouse, Galesburg Illinois.

1. Stipulated Sum:

Having examined all drawings and specifications for the "Asbestos Abatement", **Knox County Courthouse** including Addenda numbered ______, the undersigned proposed to furnish all labor and materials called for by said documents for work indicated in the following Base Bids, and Alternates, in accordance therewith, for the following sums:

A. **Base Bid ASB-1:** Remove & dispose of all asbestos-containing and non-asbestos containing pipe and fitting insulation; boiler patch insulation; boiler breeching/flue insulation and transite in the <u>Boiler Room</u> and limited flooring and ceiling materials on 2^{nd} and 3^{rd} Floors at penetration locations during non-business hours as indicated in the bidding documents at Knox County Courthouse for the stipulated sum of:

	Dollars (\$
	· · · ·

* ALTERNATES:

ALT-1: Remove and dispose of all flooring (carpet, floor tile, sub-flooring, fillers & mastics) on second floor (courtroom, sheriff's office, jury deliberation room, etc.) during non-business hours as indicated in the bidding documents at Knox County Courthouse for the stipulated sum of:

Dollars (\$_____)

ALT-2: Remove and Dispose of all asbestos-containing pipe and pipe fitting insulation throughout the building during non-business hours as indicated in the bidding documents at Knox County Courthouse for the stipulated sum of:

_____Dollars (\$______)

2. Bonds:

The Undersigned agrees, if awarded the contract, to furnish and deliver to the Owner a Surety Performance Bond and a Labor and Materials Payment Bond, each in the amount equal to One Hundred Percent (100%) of the contract amount. The contractor shall pay the premiums.

The surety company writing the bonds shall be subject to the approval of the Owner, and if the Owner does not approve the surety company for good and sufficient reason, then the Contractor shall furnish bonds with another surety company acceptable to the Owner.

Name of Surety Company _	
Best's Rating	

3. Project Schedule:

It is hereby understood and mutually agreed by and between the Contractor and the Owner that the time of completion is an essential condition of the contract. Work is to be completed as indicated in Section 01010 of these specifications. Should the Contractor fail to complete the designated

portion of work within the stated time schedule, there may be deducted from any moneys due to or to become due the Contractor, moneys sufficient to cover additional costs of project observations and monitoring and other applicable economic damages including, but not limited to those referenced in Sections 01010-1.8, 01010-1.9 and 01010-1.10 of this Specification

4. Enclosures:

Present coverage, contractor's insurance: Provide the following information regarding present coverage, contractor's insurance:

Note: The owner reserves the right to review and consider level and source of insurance in awarding contract or rejecting bid.

Type Insurance	Insurance Company	Bests Rating	Limits of Liability
Worker's Compensation			
Comprehensive General Liability:			
Bodily Injury			
Property Damage:			
Bodily Injury and Property Damage Combined:			
Asbestos Abatement			
Coverage:			
Insurance Type: Occurrence (check one) Claims Made			
Extended Coverage – No. of Yes (indicate Number of years, e.g		_	
Comprehensive Automobile Liability:			
Bodily Injury:			
Property Damage:			
Bodily Injury and Property Damage Combined:			
Is there a present claim on any of t List Policy(s) with pending claim:	he above policies: Y or N		

5. Substitutions:

The Undersigned agrees to furnish material in accordance with Contract Documents. The Undersigned further proposes to substitute the following alternate materials, equipment, or methods of construction for the indicated changes in contract amount if the Consultant and the Owner approve such substitutions in writing. Data and description of proposed substitutions are attached.

Description	Add	Deduct
	\$	\$
	\$	\$
	\$	\$
	\$	\$

6. Unit Costs for Additional OR DEDUCT Work:

Provide unit costs for glove bag removal of asbestos containing pipe insulation utilizing applicable OSHA & IDPH methods for any pipe insulation not part of the contract work. Unit costs to include all work necessary for successful completion of the work including preparation and clean up.

Diameter/Inches	Unit Cost Per Fitting	Unit Cost Per Linear Foot
¹ /2" to 2"	\$	\$
2" to 4"	\$	\$
6"	\$	\$

7. Certifications:

A. In accordance with the requirement of Public Act 85-1295 (SB2002) (IL Rev. STAT, 1987, Ch. 38 new Art. 33E)

The undersigned Bidder certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of government in the State of Illinois, nor has bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the bidder committed bribery or attempted bribery on behalf of the bidder and pursuant to the direction or authorization of a responsible official of the bidder. The undersigned bidder further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.

B. Bidder or CONTRACTOR, by submittal of this bid, certifies he or she will comply with all patents and trademarks provisions applicable to this project in accordance with Section 3.17 of the General Conditions (AIA Document A201) as amended.

(IF AN INDIVIDUAL)

Signature of Bidder:	
Business Address:	
	(Phone No)
(IF A PARTNERSHIP)	
Firm Name:	(SEAL)
By:	(Signature) (SEAL)
Names and Addresses of all Members of the Firm:	
	(Phone No)
Name of Bidder:	
(IF A CORPORATION)	
Corporate Name:	
By:	(Signature must be an officer other than Secretary)
Business Address:	
Secretary:	(Phone No)
President:	
Secretary:	
(Corporate Seal) Treasurer:	
End of Section 00300	

Contract Documents

A. Owner – Contractor Agreement

The form of Contract shall be the Standard Form of Agreement Between Owner and Contractor, the American Institute of Architect Document A101, June 1997, Edition.

End of Section 00500

Section 00600

Bonds and Certificates

A. Performance/Payment Bonds

The forms of Bonds shall be Performance Bond and Labor and Material Payment Bond, The American Institute of Architects Document A312, 1984 Edition.

B. Certificate of Insurance

The Form of the Certificate shall be Certificate of Insurance, the American Institute of Architect Document G715, 1991 Edition, with limits and additional coverage in accordance with the Supplementary Conditions and sample Certificate bound herein.

C. Substantial Completion

The form of "Substantial Completion" shall be American Institute of Architect Document G704, 2000 Edition.

D. Bid Bond

The form of Bid Bond may be the American Institute of Architects Documents A310, February, 1970 Edition, or the Bonding Company Standard Form.

E. Application for Payment

Application and Certificates for Payment, American Institute or Architects Document G702, 1992 Edition.

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End of Section 00600

General Conditions

A. General Conditions

The General Conditions for this Project are the "General Conditions of the Contract for Construction", AIA Document A 201, 1997 Edition, as published by the American Institute of Architects, including all supplements.

End of Section 00700

Section 00800

Supplementary Conditions

1. Article 1 – Contract Documents

1.1 Pursuant to Sub-paragraph 1.1.1, enumeration of Addenda is as follows:

A. Addenda: Contract will include such addenda as may be issued during the bidding period and acknowledged in the proposal form.

2. Article 3 – Contractor

2.1 Add the following Sub-Paragraph:

3.6.2 The Owner being a not for profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailers Occupation Taxes, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or County) and Federal Retail Excise Tax. Cost for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum.

2.2 Add a Sub-Paragraph numbered 3.18.4 as follows:

"None of the foregoing Provisions shall deprive the Owner or the Architect / Consultant of any action, right, or remedy otherwise available to them or either of them at common law."

2.3 Add the following clauses to Sub-paragraph 3.12.8:

"3.12.8.1 The Contractor shall furnish to the CONSULTANT complete shop drawings on all major items of material and equipment. See shop-drawing requirements under each respective section of the specifications. All shop drawings as defined in Sub-Paragraph 3.12.1 shall be submitted in the form of three copies of the shop drawings. The OWNER or his Architect/Consultant will add all notations pertaining to his review to the drawing and retain prints thereof for his records, after which a copy showing revisions will be returned to the Contractor for his copying and distribution as required."

2.4 Substitute the following:

3.17 Royalties and Patents

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights, and shall hold the Owner and Architect / Consultant harmless from all loss and expense (including economic damages and attorney's fees) on account of such, regardless of whether the use of such patented products or processes are required under the Contract Documents. In the event that the project is delayed because of any court injunction based on alleged infringement, Contractor will take the necessary action to remove such injunction and will be responsible to the Owner for the delay caused by such injunction.

3. Article 4 – Administration of the Company

3.1 Add the following to Sub-paragraph 4.1.1:

As used herein, the term ARCHITECT and CONSULTANT shall be considered as one in the same.

4. Article 5 – Sub-Contractors

4.1 Add the following Clause to Sub-Paragraph 5.1.1:

5.1.1.1 The subcontractor may be identified throughout the Contract Documents where such identification is desirable for clarity as electrical subcontractor, installer, electrical contractor, and the like. In the latter example, the term "contractor" shall be construed to mean subcontractor.

5. Article 7 – Changes in the Work

5.1 Add the following:

- 7.5 Material Substitutions:
- 7.5.1 After the award of the Contract, substitutions may be considered on one or more of the following basis:
 - A. Required for compliance with subsequent interpretations of code requirements or insurance regulations.
 - B. Unavailability of specified productions, through no fault of the Contractor.
 - C. Subsequent information discloses inability of specified products to perform properly or to fit in designed space.
 - D. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
 - E. When it is clearly seen in the judgment of the OWNER that a substitution would be substantially to the Owner's best interest in terms of costs, time, or other consideration.

7.5.2 Substitution requests shall be timely written and accompanied by supporting cost data. Requests shall include a complete description of the proposed substitution, name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data or information necessary for a complete evaluation by the Architect.

6. Article 8 – Time

6.1 Add the following to paragraph 8.2.3:

The asbestos abatement work <u>Base Bid ASB-1</u> is to be substantially complete within the 15 working days after commencement of work and Full containment work on 2nd floor must be completed within 4 days (beginning Friday; completed on Monday). Coordinated work with the Owner / Construction Manager. The asbestos abatement work <u>Alternate ALT-1</u> on Second Floor, if accepted, is to be substantially complete within 10 working days after commencement of work. The asbestos abatement work <u>Alternate ALT-2</u> throughout the building, if accepted, is to be substantially complete within 25 working days after commencement of work and coordinated with the Owner / Construction Manager. Time allowed does not include time to perform clearance sampling, but does include teardown time.

The date of substantial completion is when construction is sufficiently complete in accordance with the Contract Documents so the Owner may occupy the Work for the use which it is intended or for whatever activities he may see fit.

8.2.4 It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion are essential conditions of this Contract. Should a Contractor fail to complete the portion of the Work designated within the above time schedule, there may be deducted from any moneys due or to become due the Contractor monies sufficient to cover additional costs of project observation and monitoring and other applicable economic damages, including but not limited to those referenced in Section 01010-1.8, 01010-1.9, 01010-1.10 of this Specification.

7. Article 9 – Payments and Completion

7.1 The following provisions shall apply and take precedence; add the following:

9.3.4 Progress Payments:

- A. Requests for payments shall be made on Application and Certificate for Payment, AIA Document G702 forms, which shall be accompanied by a "Contractor's For and Partial Waiver of Lien" in the amount of the pay request. The Consultant may furnish samples of the Certificate and Contractor's Statement Forms.
- B. It is further agreed that payments shall be made in accordance with the following procedures:
- C. In the Owner-Contractor Agreement, the Contractor will be notified of a specific monthly date on which the CONSULTANT will process Certificates for Payments, and the Contractor will present to the CONSULTANT ten days prior to that date a Certificate of Payment and other required papers certifying to the work performed during the preceding month under this Contract. The CONSULTANT will check the Certificate, and if in proper form and just, will recommend payment, which shall be made within thirty days from the Owner's meeting date. The Owner will retain 10% of the amount of each request until the Project is judged substantially completed.
- D. The first payment application shall be accompanied by the Contractor's partial waiver of lien for the full amount of the payment request. Each subsequent monthly payment application shall be accompanied by the Contractor's partial waiver and by the partial waiver of Subcontractors and Suppliers who were included in the immediately preceding payment applications to the extent of the payment. Final waivers of lien shall accompany application for final payment from the Contractor, Subcontractors, and Suppliers who have not previously furnished such final waivers.
- E. Contractor shall comply with Certified Payroll Requirements (Public Act 94-0515) and submit certified payroll records with each request for payment to demonstrate that no employee of the Contractor or of his Subcontractors receive less than the hourly prevailing wage rate as posted for his particular trade or occupation. The Contractor must submit certified payroll records, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the project; the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day.

7.2 9.8 Substantial Completion: Add the following Sub-Paragraph

9.8.1.1 A "Certificate of Substantial Completion," AIA Document G704, will be issued to the Contractor upon satisfactory completion of the preliminary Punch List items in accordance with the provisions stated thereon.

In addition to the Contractor providing his partial Waiver of Lien in the amount of each request, he shall also provide Waivers with Final Certificate for all suppliers and subcontractors in the actual dollar amounts for labor and materials furnished the project.

7.3 9.8 Substantial Completion: Add the following Sub-Paragraph

9.8.4 If the Consultant determines in response to the foregoing Sub-Paragraphs 9.8.2 and 9.8.3 that the Work is not sufficiently completed or corrected to justify said inspection, he may decline to make said inspections until the Work has been more fully completed or corrected.

8. Article 10 – Protection of Persons and Property

- 8.1 Sub-paragraph 10.1.2 is deleted in its entirety.
- 8.2 Sub-paragraph 10.1.3 is deleted in its entirety.
- 8.3 Sub-paragraph 10.1.4 is deleted in its entirety.
- 8.4 Add a Sub-paragraph numbered 10.2.1.4 as follows:

"Contractor shall be responsible for any theft or vandalism of the Owner's equipment or building elements in the work area during the course of the work and shall repair, replace, or compensate the Owner for any loss so incurred."

9. Article 11 – Insurance/Indemnity

9.1 Add a Sub-Paragraph numbered 11.1.1.1 immediately prior to Sub-Paragraph 11.1.2 as follows:

Contractor shall secure and maintain general liability insurance coverage for directing operations, sublet work contractual liability, and completed operations with limits not less than those stated hereinafter:

Such insurance shall include contractor's contingent or protective insurance as necessary to protect Contractor and his subcontractors from damage claims arising from operations under this contract.

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect/Engineer, Consultant and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any part or person described in this Agreement.

In any and all claims against the Owner, Architect/Engineer, Consultant, Construction Manager or any of their agents or employees and consultants by any employee of an Subcontractor, anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the Paragraph agreement 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

"Claims, damages, losses, and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items or equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by the Owner; (2) injury or damage to property, including but not limited to, adjoining and adjacent property, buildings, driveways, a 2nd personal property, by reason of any act of omission, negligent or otherwise, either by the Contractors or by Subcontractors or employees or agents of either of them, under the common law, court decisions, Statutes of the United States, Statutes of any State in the United States, all applicable laws, ordinances and regulations of any governmental body, whether mentioned in this Agreement or not and, including but not limited to, an Act of the United States entitled, "Occupational Safety and Health Act of 1970," as amended; and Act of the State of Illinois known as the "Health and Safety Act," approved March 16, 1936, as amended; an Act of the State of Illinois entitled, "An Act Providing for the Protection and Safety of Persons in and About the Construction, Repairing, Alteration, or Removal of Buildings, Bridges, Viaducts, and Other Structures, and to Provide for the Enforcement Thereof," approved June 3, 1907, as amended; an Act of the State of Illinois entitled, "An Act in Relation to Employment Under Compressed Air," approved July 25, 1939, as amended; and Act of the State of Illinois entitled, "An Act to Protect Workmen and the General Public from Injury or Death During Construction or Repair of Bridges and Highways Within the State of Illinois," approved July 22, 1959, an Act of the United States entitled, "Occupational Exposure to Asbestos Tremolite Anthophyllete and Actinolite; Final Rules" and cited as Title 29 CFR 1926.58 effective 21 July 1986, an Act of the United States entitled, "Nationwide Emission Standard for Hazardous Air Pollutants; Amendments to Asbestos Standard" and cited as Title 40 CFR Part 61 Subpart M – latest edition, an Act of the Unites States entitled, "Asbestos Hazard Emergency Response Act of 1986" and cited as Public Law 99-519 and its subsequent rule, "Asbestos-Containing Materials in Schools; Final Rule and Notice" and cited as Title 40 CFR Part 763 and referenced in 52 FR 41845, as amended and including all rules and regulations promulgated under any of the foregoing acts; (3) all attorneys' fees and costs incurred in bringing an action to enforce the provision so this indemnity or any other indemnity contained in the General Conditions; (4) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents; and (5) error or omission or defect in any submission made to Architect/Engineer, or Consultant for its approval or review.

9.2 Change the first line of Sub-Paragraph 11.1.2 to read as follows:

"The insurance required by Sub-Paragraphs 11.1.1 and 11.1.1.1."

9.3 Sub-Paragraph 11.1.4 is hereby added:

"The Contractor shall furnish the OWNER (with a copy to the Consultant) with satisfactory certificates of valid collectible insurance for all coverage herein requested, at least ten days before the commencement of Work. Evidence shall be furnished by means of a fully completed AIA Document No. G715. The Contractor shall either 1) require each of his subcontractors to procure and to maintain during the life of his Sub-Contract, subcontractor's Comprehensive General Liability, Automobile Liability and Property Damage Liability Insurance of the type and in the same amounts as specified in this Paragraph, or 2) insure the activity of his subcontractors in his own policy.

The amount of insurance protection carried by Contractor(s) shall be indicated below:

A. Worker Compensation Insurance

- 1. Contractor shall maintain, at his own expense, Worker's Compensation Insurance including Occupational Disease and Employer's Liability Insurance.
 - a. Statutory: Amount and coverage as required by Worker's Compensation Laws.
 - b. Employer's Liability: At least \$500,000 each accident/by accident; \$500,000 policy limit/disease; \$500,000 each employee/by disease.
 - c. All states endorsement.
- B. Public Liability and Property Damage Insurance (Comprehensive General Liability Insurance)
 - 1. Bodily Injury Liability, Personal Injury Liability, Contractual Liability and Protection Coverage for all damages arising out of bodily injury, sickness, or death of one or more persons \$1,000,000 each occurrence, \$2,000,000 annual aggregate.
 - 2. Property Damage Liability, Contractual Liability, Contractor's Operations, and Protective Coverage \$1,000,000 each occurrence, \$2,000,000 annual aggregate.
 - 3. The asbestos abatement portion of the insurance shall not be less than \$1,000,000. Such coverage shall specifically state coverage for asbestos related work.
 - 4. Contractor shall name as additionally insured under Comprehensive General Liability Insurance and the Owner, the Architect, the Consultant, Construction Manager, their consultants, and their officers, agents, and employees.
- C. Automobile Liability Insurance
 - 1. All Contractors, Sub-contractors, and Sub-subcontractors will maintain at their own expense comprehensive automobile liability insurance covering the use of all owned, non-owned, and hired automobiles subject to the following limits of liability.

Bodily Injury Liability:	\$1,000,000/person \$1,000,000/occurrence
Property Damage Liability or	\$1,000,000/occurrence \$1,000,000 of combined single limit

The Contractor or Contractors shall be responsible for the loss of or damage to any of their own tools and equipment and for loss by theft of building materials or equipment whether or not installed.

2. Sub-Paragraph 11.3.1 is clarified to read:

"11.3.1 Until the work is completed and accepted, the Owner shall purchase and maintain All Risk Builders Risk Insurance upon the entire value of the work, to the full insurable value thereof. This shall include coverage for the perils of fire, extended coverage, vandalism, and malicious mischief. This insurance shall include the Consultant, Owner & Construction Manager as name insured(s).

3. Sub-Paragraph 11.1.4 of the General Conditions shall be and hereby is supplemented as follows:

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded

under the policies will not be canceled until at least sixty days prior written notice has been given to the Owner.

9.4 In Sub-Paragraph 11.4.1, amounts of Performance Bond and Labor and Materials Payment Bond shall be equal to one hundred percent (100%) of the Contract Sum.

10. Article 12 – Uncovering and Correction of the Work

10.1 Modify the first sentence of Sub-Paragraph 12.1.1 to read:

"12.1.1 If any Work is covered contrary to the request of the Architect or any authorized testing agency employed by the Owner, it must..."

End of Section 00800

Specifications

Part 1 – General

1.1 Related Documents

Drawings and general provisions of the Contract, including General and Supplementary Conditions, and other Division-1 Specification Sections, apply to work of this Section.

1.2 General

- A. Project name is "Asbestos Abatement Knox County Courthouse" as shown on Contract Documents prepared by Owner's Representative, McKee Environmental, Inc. Drawings and Specifications, dated February 1, 2011 are written expressly for use on this project only. Any form of reproduction of this specification in part or whole for use on other projects, without McKee Environmental, Inc. written permission is strictly forbidden. McKee Environmental, Inc. shall not be liable for future use or reproduction, either in part or whole, without their knowledge and their express written consent.
- B. The Asbestos Contractor (AC), AC Contractor Supervisor (CS) and any Asbestos Project Manager / Air Sampling Professional (APM/ASP) are responsible to notify OWNER & McKee Environmental, Inc. verbally and in writing of any proposed changes in the scope of work or work force staff, including replacement of the CS or APM/ASP. Failure to notify McKee Environmental, Inc. prior to any changes will result in denial of request for additional money for the work performed. Any fees, expenses or penalties, including legal fees incurred by McKee Environmental, Inc. resulting from the AC, CS and APM/ASP failure to properly notify will be subtracted from the AC contract amount prior to payment by the Owner.
- C. Contract Documents indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:
 - 1. Notices and permits
 - 2. Existing site conditions and restrictions on use of the site.
 - 3. Alternates
 - 4. Requirements for partial Owner occupancy during asbestos abatement and prior to substantial completion of the Contract Work.

1.3 Work Covered by Asbestos Abatement Contract

- A. Work of the Contract is generally described, but not necessarily limited to, as follows:
 - 1. All work will be awarded to one contractor. For purposes of proper allotment of costs, the proposal for Knox County Courthouse is to be submitted as indicated.
 - a. **Base Bid ASB-1**: Remove & dispose of all asbestos-containing and non-asbestos containing pipe and fitting insulation; boiler patch insulation; boiler breeching/flue insulation and transite in the <u>Boiler Room</u> and limited flooring and ceiling materials on 2^{nd} and 3^{rd} floors at penetration locations during non-business hours.

- b. <u>Alternate ALT-1</u>: Remove and dispose of all flooring (carpet, floor tile, sub-flooring, fillers & mastics) on second floor (at courtroom, sheriff's office, jury deliberation room, etc.) during non-business hours as indicated in the bidding documents at Knox County Courthouse.
- c. <u>Alternate ALT-2</u>: Remove and Dispose of all asbestos-containing pipe and pipe fitting insulation throughout building during non-business hours as indicated in the bidding documents at Knox County Courthouse.
- B. Schedule: It is anticipated work will begin for <u>Base Bid ASB-1</u> tentatively on May 2, 2011 and shall be completed on or before May 20, 2011. Contractor is allowed 15 working days for Base Bid ASB-1, including tear down. Full containment work on 2nd floor must be completed within 4 days (starting on a Friday; completed on following Monday) and coordinated with the Owner and Construction Manager. Contractor is allowed 10 working days for <u>Alternate Work ALT-1</u>, including tear down, if accepted. Coordinate <u>Alternate Work ALT-2</u> with Owner / Construction Manager, if accepted.

1.4 Inspection

Prior to commencement of work, Contractor is to inspect areas in which work will be performed. Prepare a list of existing conditions, which could be misconstrued as damage resulting from the work. Photograph or videotape existing conditions as necessary to document conditions. Submit to Owner's Representative prior to starting work.

1.5 Owner Occupancy

- A. The Owner reserves the right to occupy a portion of the building not part of the abatement area during asbestos abatement. The Contractor is to cooperate fully with the Owner in the placement of barriers, decontamination units, load out area, etc.
- B. The Contractor shall limit his area of activity to the immediate area of the work.

1.6 Bidding

- A. Contractors must provide a bid for each Base Bid and Alternate.
- B. The Owner reserves the right to accept or reject any or all Base Bids or Alternates.
- C. All work awarded under this Proposal will be awarded to one contractor.

1.7 Taxes

- A. Contractor will not be required to pay sales tax on any materials furnished under this Contract.
- B. Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

1.8 Non-Adherence to Schedule/No Shows

The Contractor shall provide to the Owner and the Asbestos Project Manager a minimum of 24 hours notice of his intent to cancel a previously scheduled workday. Failure to properly notify will subject the Contractor to pay for the services of the Project Manager (APM) and the Air Sampling Professional (ASP) at the rate of \$675 per day for each person.

1.9 Work Schedule

The Contractor recognizes that the Owner may elect to contract for various outside project observation and monitoring (Consultant) services based upon the timeframe defined in this Owner Contractor agreement. As such, the timeframe outlined herein is of particular importance. Therefore, the Contractor shall use an adequate number of skilled workmen to complete the project in the allowed timeframe. The work schedule is based upon working no more than 8 consecutive work hours within a 24-hour period and no more than 5 days in each week. This timeframe is based upon working between 7:00 a.m. and 4:00 p.m. Monday through Friday. Schedules that deviate from this timeframe must be negotiated with the Owner and Consultant and are subject to written approval by both. Additional project monitoring costs that are incurred by the Consultant for any hours beyond eight (8) hours per day, any weekend work, or because the Contractor runs beyond the original Contract completion date will be deducted from the Contractor's final payment unless the Contractor has a written agreement from the Owner that the Owner will assume these costs. Charges shall be assessed at the following rates:

Asbestos Project Manager	\$75.00/hr.
Air Sampling Professional	\$75.00/hr.
Per Diem Expenses (overnight)	\$80.00/day each person
Air Sample Analysis (PCM)	\$25.00 each
Air Sampling Analysis (TEM)	\$125.00 each
Air Sampling Professional Equipment Charges	\$50.00/day

*After 8 consecutive hours or on weekends, the above hourly rates shall be at 1.25 times. On holidays, the above hourly rates shall be at 1.50 times.

The amount is in addition to any other liquidated damages assessed by the Owner due to the Contractor's failure to substantially complete the project in the time specified elsewhere in the document.

1.10 Failure to Supply Required Submittals

The Contractor shall provide OWNER with all required submittals within 10 calendar days after receiving final air clearance. Failure to do so will subject Contractor to additional costs incurred by the Consultant and monies will be withheld from the final payment due the Contractor.

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End of Section 01010

Section 01060

Applicable Codes

A. Laws, Ordinances, and Statutes

- 1. The Contractor, subcontractor, material dealer, and any other who provide labor, material, or services of any kind, or who do work of any kind in connection with this Project must comply at all times and in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances, and statutes, including, but in no way limited to, the following Laws (in addition to those governing asbestos work):
 - a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-956, 91 St. Congress, s.2193, December 29, 1970, including all amendments and bulletins.
 - b. Part 1910 Occupational Safety and Health Standard, Chapter XVIII of Title 29, Code of Federal Regulations.
 - c. Part 1926 Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.
 - d. Illinois Department of Public Health, "Asbestos Abatement Act" & "Rules and Regulations", "Title 77, Chapter I, Subchapter p, Part 855 (hereinafter referred to as "Rules and Regulations").
 - e. The above requirements are to be part of: (a) Contract Documents and (b) Contract between the Contractor and each subcontractor, or material dealer as though fully written in each contract.

B. Employment of Labor

- 1. The Contractor shall comply with the President's Executive Order No. 11246 and amendments thereto. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry or physical or metal handicap unrelated to ability.
- 2. The Contractor shall preferentially employ Illinois workers in accordance with Illinois preferred laborers legislative requirements.

C. Prevailing Wage Rate

Wage rates on this work shall not be less than the prescribed scale of wages as determined by the Illinois Department of Labor pursuant to the provisions of the Illinois Revised Statutes, Chapter 48, Sec. 39-S-1 et. seq. and as required by Federal Wage Rate Standards.

End of Section 01060

Section 01700

Project Closeout

A. The following procedure is to be used for the project closeout.

- 1. Near completion of the Project, the Contractor shall review the project with the Owner and Consultant on a walk-through inspection. A preliminary Punch List of a general nature will be made at this time.
- 2. Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the Consultant in writing that the project is complete in every respect and is ready for final inspection.
- 3. The Contractor, Owner, and the Consultant will make the inspection concurrently so that a "substantially complete" Punch List may be issued in triplicate.
- 4. A "Certificate of Substantial Completion", A.I.A. Document G704, will be issued to each Contractor upon satisfactory completion of the preliminary Punch List items in accordance with the provision stated thereon.

End of Section 01700

Division 2 – Site Work

Section 02082

Asbestos Abatement

Part I - General

1.1 Work Includes

A. Base Bid:

- 1. Asbestos Abatement Contractor provides:
 - a. Licensed supervision of all asbestos work
 - b. Reports and notices
 - c. Protection of persons and property
 - d. Signs
 - e. Work area preparation
 - f. Complete and proper removal and disposal of all asbestos-containing materials in areas shown on Drawings
 - g. Cleanup and disposal of asbestos-containing materials and disposable equipment

1.2 Definitions

See Abatement Act, Section 3, and Rules and Regulations, Part 855.20.

1.3 Quality Assurance

- A. Qualifications of:
 - 1. **Asbestos Abatement Contractor (AC):** Submit to OWNER documented evidence that the AC holds a valid IDPH License, and is licensed in accord with the Abatement Act, 855.20 and 855.100.
 - 2. Asbestos Project Supervisor: Submit to OWNER or Asbestos Project Manager documented evidence that Contractor's Supervisor holds a valid Asbestos Supervisor's License, and is licensed in accord with the Abatement Act, 855.20 and 855.100.
 - 3. **Asbestos Worker:** Submit to OWNER or Asbestos Project Manager documented evidence that each person employed by the Contractor at the site to perform asbestos work holds a valid Asbestos Worker's License in accord with Abatement Act, Parts 855.20 and 855.100.
 - 4. **Training:** Submit to OWNER or Asbestos Project Manager documented evidence that the Contractor and all its personnel who perform any asbestos work have been trained in accord with Abatement Act, Parts 855.100 and 855.110.
 - 4. **Medical Surveillance:** Submit to OWNER or Asbestos Project Manager documented evidence of current medical surveillance records.

- 5. **Respirator Training:** Submit to OWNER or Asbestos Project Manager documented evidence of respirator training and most recent fit testing.
- B. Regulatory Requirements: The specified requirements, in effect at date of bidding documents, are hereby incorporated by reference to the same effect as if they were included herein in full. The requirements or cited portions thereof, govern all asbestos work as applicable.
 - 1. The Illinois Asbestos Abatement Act, as amended (Illinois Revised Statues, ch. 122, par. 1401, et. seq.) herein called the Abatement Act.
 - Rules and Regulations for the Asbestos Abatement Act, as amended (77 Illinois Administrative Code, ch. I: Department of Public Health (IDPH) Subchapter p. Hazardous and Poisonous Substance, Part 855, Asbestos Abatement for Public and Private Schools in Illinois and Public Buildings in Illinois).
 - 3. U.S. Environmental Protection Agency Regulations for Asbestos (Code for Federal Regulations Title 40, Part 61, Subparts A and M).
 - 4. U.S. Environmental Protection Agency "Asbestos-Containing Materials in Schools, Final rule," 40 CFR 763, October 30, 1987.
 - 5. U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Asbestos Regulations (Code of Federal Regulations Title 29, Part 1910, Section 1910.1001 and Part 1926, Section 1926.1101) and Respiratory Protection (29CFR 1910.134).
 - 6. U.S. Environmental Protection Agency Office of Toxic Substances Guidance Document, "Asbestos-Containing Materials in School Buildings", Part 1 and Part 2.
 - 7. Any other applicable Federal, State, County or Local Rule or Regulation.
 - 8. ASTM, American Society for Testing and Materials; ANSI, American National Standards Institute (ANSI Z 9.2 Fundamental Governing and Design and Operations of Local Exhaust Systems); ULI, Underwriters Laboratories, Inc.; OSHA 300 Log.

1.4 References

- A. Standards: Specified Standards, in effect at date of bidding documents, are hereby incorporated by reference to the same extent as if they were included herein in full. The Standards or cited portions thereof, govern all asbestos work.
 - 1. ANSI American National Standards Institute, 1430 Broadway, New York City, NY 10018.
 - 2. ASTM American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.
 - 3. Federal Standards:
 - a. NESHAP National Emissions Standards for Hazardous Air Pollutants.
 - b. NIOSH National Institute for Occupational Safety and Health, Room 3007, CDC NIOSH Building JNE, Atlanta, GA 30333.
 - c. OSHA Occupational Safety and Health Administration, 200 Constitution Avenue, Washington DC 20210
 - d. USEPA Environmental Protection Agency, 401 M. Street, SW, Washington DC 20460

Director, Air and Radiation Division 5AR-26 USEPA Region 5 230 South Dearborn Street Chicago, IL 60604 Attention: Pat Gimino (312) 353-2211

- 4. State Standards:
 - a. IEPA Illinois Environmental Protection Agency:

Illinois EPA Division of Air Pollution Control P.O. Box 19276 Springfield, IL 62794-9276 (217) 785-1743

b. IDPH – Illinois Department of Public Health

Illinois Department of Public Health Division of Engineering and Sanitation Asbestos Abatement Section 525 West Jefferson Street Springfield, IL 62761 (217) 782-3517

1.5 Submittals

- A. Make all submittals in accord with Abatement Act, part 855.350. Add a copy of each submittal to OWNER or Project Manager.
- B. The Contractor shall complete and submit to IEPA the "State of Illinois Asbestos Abatement Project Notification Form". Information for the completion of the notification form shall be obtained from the Consultant or Owner.

1.6 Protection

Provide protection for personnel and building in accord with Abatement Act, Part 855.380.

Part 2 - Products/Equipment

2.1 Asbestos Abatement Equipment

For all asbestos work, use only materials and equipment complying with the Abatement Act

- A. Acceptable Manufacturers/Products
 - 1. Wetting agent

a.	Better Working Environments	Super Wet
b.	Certified Technologies	Certane 2075

- c. Eppert Oil Co. Speedi-Wet
- d. Foster Products Corp. 32-90
- 2. Combination wetting agent encapsulant
 - a. Better Working Environments 5000
 - b. Certified Technologies Certane 707
 - c. Eppert Oil Co. Fiber-Seal
 - d. Foster Products Corp. 32-60
- 3. Lockdown Equipment, Normal Temperatures (up to 200°F)
 - a. Better Working Environments 3000
 b. Certified Technologies Certane 1050
 c. Eppert Oil Co. Fiber-Seal
 - d. Foster Products Corp. 32-60
- 4. Mastic Removal (where applicable)

NOTE: Mastic removers must have a flash point greater than 200°F and lower explosive limit greater than 5%.

- a. Submit product information sheet and MSDS sheet for proposed mastic removers to Owner. Product data submitted must be for material used on site.
- b. Use mastic remover manufacturer's recommended procedures and materials to thoroughly clean floor surfaces after mastic removal.

Part 3 – Execution

3.1 Preparation For Gross Removal & Comprehensive Cleaning

- A. Perform all preparation work in accord with the Abatement Act Subpart D and in accord with applicable parts of the Rules and Regulations. All work areas must be thoroughly inspected by Contractor Supervisor prior to ASP performance of clearance air sampling.
- B. Establish a Regulated Area
 - 1. Thoroughly pre-clean the entire regulated area including movable and immovable objects using HEPA filtered vacuums and wet methods. Do not use compressed air or dry sweeping methods.
 - 2. Deactivate electrical circuits in the enclosure and bring power into the work area from outside sources protected by ground fault circuit interrupters at the source
 - 3. Shut down any ventilation to work areas where required and seal vents with two layers of 6-mil plastic sheeting and tape. Remove & dispose of HVAC filters as asbestos waste.
 - 4. Seal all openings including windows and doorways between work area and other areas not necessary for entry with a minimum of one layer of 6-mil plastic sheeting and tape.
 - 5. Cover walls with a minimum of one layer of 4-mil plastic sheeting and cover floors not being abated with a minimum of one layer of 6-mil plastic sheeting.
 - 6. Cover immovable objects within the work area with a minimum of one layer of 6-mil plastic sheeting.
 - 7. Establish adequate HEPA filtered negative pressure exhaust systems in the area of work. AC to maintain a negative air pressure differential of at least -0.02 inches of water column, relative to the outside ambient air pressure and provide a minimum of 4 air changes per hour for all full containment asbestos removal areas.
 - 8. Install appropriate warning signs.
 - 9. Install a decontamination unit attached to the work area. The decontamination unit to contain:
 - a. An equipment room with two curtained doorways, one to the work area and one to the shower room
 - b. A shower room with two curtained doorways, one to the equipment room and one to the clean room. Shower room shall contain at least one shower with hot and cold running water adjustable at the tap. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Ensure a supply of soap at all time in the shower room. Shower water shall be filtered to remove asbestos prior to being discharged to sanitary sewer drain or barrel.
 - c. A Clean room with one curtained doorway into the shower and one entrance or exit to non-contaminated areas of the building. Clean room shall have sufficient space for proper storage of worker's street clothes, towels, and other non-contaminated items. Clean room shall also store fresh, non-contaminated protective clothing, respirators, and any other accessory to be used by workers in the work area.
 - d. Provide cascaded filtered units on drain lines from showers or any other water source carrying asbestos-contaminated water from the work area. Final filter to filter all particles 5 microns and larger.
 - e. A portable decontamination unit may be used.

- 10. Asbestos abatement shall not commence until:
 - a. Arrangements have been made for disposal of waste at an acceptable site.
 - b. Arrangements have been made for containing and disposal of waste water resulting from wet stripping.
 - c. Work areas and decontamination enclosure systems and parts of the building required to remain in use or not abated are effectively segregated.
 - d. Tools, equipment and material waste receptors are on site.
 - e. Arrangements have been made for building security.
 - f. Preparatory steps have been taken and applicable notices posted and permits obtained.
 - g. HEPA filtered negative air systems are installed and operating.

3.2 Performance of Gross Removal & Comprehensive Cleaning

- A. Perform all asbestos gross removal work in accord with applicable referenced Parts of the Rules and Regulations.
- B. Spray asbestos material with amended water, using spray equipment capable of proving a "mist" application to reduce the release of fibers. Saturate the material sufficiently to wet it to the substrate without causing excess dripping or delamination of the material. Spray the asbestos material repeatedly during the work process to maintain wet condition and minimize asbestos fiber dispersion.
- C. Remove the saturated asbestos material in a manner judged to be most efficient. Removal shall be thorough and complete to the base surface. The saturated asbestos materials shall be packed in sealable plastic bags or barrels and placed in labeled containers for transport. Materials shall not be allowed to dry out prior to insertion into the transport containers.
- D. Seal filled containers. Clean external surfaces of containers thoroughly by wet wiping methods in the designated area of the work area, which is part of the equipment decontamination enclosure system. Move containers to washroom, wet clean each container thoroughly, and move to holding area pending removal to uncontaminated areas. Ensure that containers are removed from the holding area by workers who have entered from uncontaminated areas dressed in clean coveralls. Ensure that workers do not enter from uncontaminated areas into the washroom or the work area; ensure that contaminated workers do not exit the work area through the equipment decontamination enclosure system.
- E. After completion of stripping work, all exposed and accessible surfaces shall be HEPA filtered vacuumed to remove residual asbestos materials. In areas where stripping of asbestos materials from a hard substrate is performed, all surfaces from which asbestos has been removed shall be brushed (wire or nylon), or wet wiped to remove all visible material. During all phases of this work, the surfaces being cleaned shall be kept wet. All standing water, removed and containerized ACM shall be removed by the end of the work day.
- F. Disposal:
 - 1. Label all bags or containers containing asbestos waste and debris with a label as follows:

Knox County Courthouse 200 S. Cherry St. Galesburg, Illinois

2. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste or contain waste, post signs in accord with the Asbestos NESHAP Standard: DANGER, ASBESTOS DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY.

3. Transport all waste to an IEPA approved landfill. Complete a waste shipment record for each load of waste in accord with the Asbestos NESHAP STANDARD. Return the record, signed by waste disposal site owner/operator to OWNER.

3.3 Glovebag Removal

- A. Perform all asbestos glovebag removal work in accord with applicable referenced Parts of the Rules and Regulations.
- B. Install critical barriers and demarcate a regulated area. Critical barriers may be established around the abatement area in the form of a mini enclosure.
- C. Thoroughly pre-clean the entire regulated area including movable and immovable objects using HEPA filtered vacuums and wet methods.
- D. Place asbestos warning signs at all approaches to the regulated area.
- E. Shut down and lock out all electrical and air handling systems that supply such to, from, or through the regulated area.
- F. Isolate from the regulated area all air handling equipment.
- G. Seal with plastic sheeting and tape all penetrations to the regulated area, including, but not limited to, corridors, doorways, windows, ducts, grills, diffusers, etc. When covering and sealing machinery or other immovable items that may be damaged by being covered with plastic sheeting, humidity, or other adverse conditions, the contractor must take whatever action is necessary to preserve their original condition.
- H. Place one layer of 6-mil thick plastic sheeting on the floor of the work area.
- I. Limit access to the regulated area to authorized personnel only.
- J. Workers entering the regulated work area must be provided with and wear protective equipment and negative pressure respirators (as a minimum), before commencing any abatement activities.
- K. Perform glove bag procedure in accordance with manufacturer's written instructions.
- L. Install glove bag onto piping or other thermal system components. Completely seal all penetrations and seams with adhesive tape.
- M. Smoke-test each glove bag prior to performing removal. Reseal any leaks indicated by the testing.
- N. Utilize one glove bag per removal location. Do not move or slide glove bag once installed.
- O. Remove and dispose of all asbestos-containing materials (ACM) in accordance with applicable OSHA, IDPH and EPA regulations.
- P. Spray ACM until saturated with amended water using an airless sprayer. Apply water throughout removal process to maintain wet condition.
- Q. Wet clean and HEPA vacuum all surfaces until pipe or other thermal system components are free of all visible debris.
- R. Spray all surfaces inside glove bag with sealant and collapse glove bag using HEPA vacuum. Seal bag with tape and remove from pipe. Place glove bag in a 6-mil disposable bag.
- S. Disposal:

1. Label all bags or containers containing asbestos waste and debris with a label as follows:

Knox County Courthouse 200 S. Cherry St. Galesburg, Illinois

- 2. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste or contain waste, post signs in accord with the Asbestos NESHAP Standard: DANGER, ASBESTOS DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY.
- 3. Transport all waste to an IEPA approved landfill. Complete a waste shipment record for each load of waste in accord with the Asbestos NESHAP STANDARD. Return the record, signed by waste disposal site owner/operator to OWNER.

3.4 Intact Flooring Removal (Non-Friable)

- A. Perform all asbestos flooring removal work in accord with applicable referenced Parts of the Rules and Regulations.
- B. Perform intact (non-friable) removal of flooring materials (floor tile and mastics) following all the latest work practices and procedures provided by the Resilient Floor Covering Institute, IDPH and OSHA to maintain the materials in a non-friable state.
- C. Should any materials become friable during the intact removal process, then the AC shall be required to utilize gross removal methods as outlined above <u>at no additional cost to the OWNER</u>.
- D. Disposal
 - Label all bags or containers containing asbestos waste and debris with a label as follows: Knox County Courthouse 200 S. Cherry St. Galesburg, Illinois
 - 2. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste or contain waste, post signs in accord with the Asbestos NESHAP Standard: DANGER, ASBESTOS DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY.
 - 3. Transport all waste to an IEPA approved landfill. Complete a waste shipment record for each load of waste in accord with the Asbestos NESHAP STANDARD. Return the record, signed by waste disposal site owner/operator to OWNER.

3.5 Field Quality Control

- A. The Contractor shall provide air monitoring of his own personnel as required to comply with OSHA.
- B. The OWNER may elect to have full time asbestos Project Manager on the site at all times during the performance of all asbestos work.
- C. The OWNER may elect to have an Air Sampling Professional on the site to perform air sampling during the performance of all work and will perform clearance air monitoring.

3.6 Cleanup

- A. Perform all cleanup operations in accord with referenced Parts of the Abatement Act, Subpart D.
 - 1. Cleanup Procedures:
 - 2. Equipment and Waste Container Removal Procedures:
 - 3. Clearance Air Monitoring and Analysis:
 - 4. Disposal Procedures:
 - a. All bags or containers containing asbestos debris shall be labeled as follows:

Knox County Courthouse 200 S. Cherry St. Galesburg, Illinois

b. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste, signs shall be posted in accordance with the 1990 NESHAP standard:

DANGER, ASBESTOS, DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY

c. A waste shipment record shall be completed and signed by the Contractor for each load of waste. The record shall be as per the 1990 NESHAP standard. Return the record, signed by waste disposal site owner/operator to APM.

3.7 Clearance Air Monitoring

- A. After the final thorough cleaning and prior to tear down and removal of any containments/ regulated areas, the contractor shall coordinate with OWNER to contact McKee Environmental, Inc., a qualified and independent air sampling professional (ASP), to perform final clearance air monitoring using aggressive methods as required by IDPH.
- B. The ASP (Consultant) will employ and pay for an approved Testing Laboratory to perform testing in accord with the Abatement Act, Part 855.170. The Asbestos Abatement Contractor shall pay any additional costs, which arise from failure of clearance air testing result (or inconclusive results from particulate overloading, etc.) and may include costs for services of APM, ASP, laboratory & Consultant.

3.8 Re-establishment of Work Area & HVAC Systems

Perform the work in accordance with Abatement Act, Subpart D (855.240).

End of Section 02082

Prevailing Wage Rates – Knox County, April 2011

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Knox County Prevailing Wage for April 2011

Trade Name		TYP C		FRMAN					Pensn =====	Vac	Trng =====
ASBESTOS ABT-GEN		BLD	26.380					7.590		0.000	0.800
ASBESTOS ABT-GEN		HWY		25.090					8.550		
ASBESTOS ABT-MEC		BLD	19.750						2.500		
BOILERMAKER		BLD		37.170		2.0	2.0	6.820	8.550	0.000	0.350
BRICK MASON		BLD	30.630	32.130	1.5				8.580		
CARPENTER		BLD	28.890	31.140	1.5	1.5	2.0	7.250	11.15	0.000	0.320
CARPENTER		HWY	29.830	32.080	1.5	1.5	2.0	7.250	11.58	0.000	0.320
CEMENT MASON		ALL	24.590	25.590	1.5				9.940		
CERAMIC TILE FNSHER		BLD	28.320	0.000	1.5	1.5	2.0	6.900	8.580	0.000	0.490
ELECTRIC PWR EQMT OP		ALL	34.080	0.000	1.5	1.5	2.0	4.750	9.540	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL	23.380	0.000	1.5	1.5	2.0	4.750	6.550	0.000	0.000
ELECTRIC PWR LINEMAN		ALL	37.860	40.300	1.5	1.5	2.0	4.750	10.61	0.000	0.000
ELECTRIC PWR TRK DRV		ALL	24.530	0.000	1.5	1.5	2.0	4.750	6.870	0.000	0.000
ELECTRICIAN		BLD	29.710	32.210	1.5	1.5	2.0	5.250	8.870	0.000	0.250
ELECTRONIC SYS TECH		BLD	27.060					5.250		0.000	0.250
ELEVATOR CONSTRUCTOR		BLD		43.990		2.0			10.71		
GLAZIER		BLD		27.770		1.5			5.750		
HT/FROST INSULATOR		BLD		30.060		1.5			11.70		
IRON WORKER		ALL	27.160						10.07		
IRON WORKER		BLD		31.140					10.51		
IRON WORKER		HWY		34.340					10.51		
IRON WORKER	SW	ALL		25.250					8.990		
LABORER		BLD		26.380					9.060		
LABORER		HWY		24.090		1.5	2.0	7.590		0.000	
LABORER, SKILLED LABORER, SKILLED		BLD HWY		26.380 24.390					9.060 8.550		
LABORER, SKILLED		BLD		31.140		1.5			11.15		
MACHINERY MOVER	ਵਸ਼	HWY		34.340					10.51		
MACHINIST	ы	BLD		45.160					8.700		
MARBLE FINISHERS		BLD	28.320	0.000					8.580		
MARBLE MASON		BLD		31.330		1.5			8.580		
MILLWRIGHT		BLD	29.640	31.890	1.5	1.5	2.0	7.250	10.74	0.000	0.320
MILLWRIGHT		HWY	30.820	33.070	1.5	1.5	2.0	7.250	11.09	0.000	0.320
OPERATING ENGINEER		BLD 1	31.590	34.590	1.5	1.5	2.0	7.000	10.80	0.000	1.800
OPERATING ENGINEER		BLD 2	29.440	34.590	1.5	1.5	2.0	7.000	10.80	0.000	1.800
OPERATING ENGINEER		BLD 3	27.860	34.590	1.5	1.5	2.0	7.000	10.80	0.000	1.800
OPERATING ENGINEER			34.000						11.65		
OPERATING ENGINEER			31.490						11.65		
OPERATING ENGINEER			27.340						11.65		
PAINTER		ALL		27.370					6.100		
PAINTER OVER 30FT		ALL		28.620					6.100		
PAINTER PWR EQMT		ALL		27.870					6.100		
PILEDRIVER		BLD		31.640					11.15		
PILEDRIVER		HWY		33.080					11.58		
PIPEFITTER		ALL		38.170					10.48		
PLASTERER		BLD		28.250					12.33		
PLUMBER ROOFER		ALL BLD		38.170 25.530					10.48 5.120		
ROOFER SHEETMETAL WORKER		BLD		30.820					5.120 9.460		
SIGN HANGER	SE	HWY		34.340					10.51		
SPRINKLER FITTER		BLD		38.890					8.200		
STEEL ERECTOR	SE	HWY		34.340					10.51		
STONE MASON		BLD		32.130					8.580		

TERRAZZO FINISHER	BLD	28.320	0.000	1.5	1.5 2.0	6.900	8.580	0.000	0.490
TERRAZZO MASON	BLD	30.080	31.330	1.5	1.5 2.0	6.900	8.580	0.000	0.490
TILE MASON	BLD	30.080	31.330	1.5	1.5 2.0	6.900	8.580	0.000	0.490
TRUCK DRIVER	ALL 1	29.480	0.000	1.5	1.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	ALL 2	29.900	0.000	1.5	1.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	ALL 3	30.110	0.000	1.5	1.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	ALL 4	30.370	0.000	1.5	1.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	ALL 5	31.160	0.000	1.5	1.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	0&C 1	23.580	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 2	23.920	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 3	24.090	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 4	24.300	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 5	24.930	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TUCKPOINTER	BLD	30.630	32.130	1.5	1.5 2.0	6.900	8.580	0.000	0.500

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

KNOX COUNTY

IRONWORKERS (SOUTHWEST) - That part of the county West of Rt. 41.

IRONWORKERS (SOUTHEAST) - That part of the county South and East of a line from Tolona (Stark County) North of Victoria to (but excluding) Galesburg looping East and South of the city to Rt. 41 South to the county line.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and

liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and

subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive -Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop -Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional

Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted -Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver. Drawings

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KNOX COUNTY COURTHOUSE ASBESTOS ABATEMENT DRAWING NOTES

Knox County Courthouse Knox County Courthouse Building March, 2011

- Remove & Dispose of asbestos-containing TSI (Boiler Breeching/Flue, Piping/Fitting and Boiler Patch) and Transite using Full Containment methods in the Boiler Room.
- (1) (2) (3) (4) (5) Remove and Dispose of ALL Pipe & Pipe Fitting Insulation by glovebag methods throughout the Boiler Room.
 - Remove and Dispose of asbestos-containing Flooring and Ceiling in a 3' x 5' area by Full Containment methods.
 - Remove and Dispose of asbestos-containing Flooring in a 3' x 5' area by Non-Friable methods.

Remove & Dispose of flooring (carpet, floor tile, sub-flooring, fillers & mastics) on second floor (courtroom, sheriff's office, jury deliberation room, etc.) Where AC elects to perform mastic removal by solvent (chemicals) and not mechanical methods, Contractor shall coordinate- the compatibility of removers with specified put-back flooring; and thorough wet mopping of all floors according to the new flooring manufacturer's, installer's and Architect's recommended procedures and materials to clean the flooring surfaces after mastic removal (i.e., soap or detergent and water mixture).

(6)Remove and Dispose of asbestos-containing Pipe & Pipe Fitting Insulation by glovebag methods throughout the Knox County Courthouse Building.

Asbestos Removal Notes: ALL WORK TO BE DONE IN ACCORDANCE WITH IDPH RULES & REGULATIONS.

General Notes:

Tentative Schedule: It is anticipated AC work will begin for Base Bid ASB-1 tentatively on May 2, 2011 and shall be completed on or before May 20, 2011. Contractor is allowed 15 working days for Base Bid ASB-1, including tear down. Full containment work on 2nd floor must be completed within 4 days (starting on a Friday; completed Monday) and coordinated with the Owner and Construction Manager. Contractor is allowed 10 working days for Alternate work ALT-1. including tear down, if accepted. Coordinate Alternate Work ALT-2 with Owner / Construction Manager, if accepted

All AC work is tentatively planned to be performed during non-business hours.

Floor Plans are Diagrammatic & Are Intended to Indicate General Proximity & Extent of ACM throughout the Work Areas. AC shall verify all field conditions, locations and quantities prior to bidding Work. Any changes in this asbestos abatement design may only be made by the Asbestos Project Designer (Brad McKee, CIH).

AC is to provide a fully functional Decontamination Unit and Waste Load Out, where gross removal and glovebag removal of ACM is selected. AC to maintain security to the Work Area/Building at all times.

AC shall coordinate with Owner & Construction Manager (CM) to determine the transportation of waste out of the building, storage & the location of the Dumpsters to be used to properly dispose of asbestos waste.

Owner is to remove furniture and fixtures necessary to complete AC work. Coordinate with Construction Manager.

AC shall coordinate with Owner to verify appropriate shut down the HVAC systems and de-energize all power & gas to Work Areas. AC shall use Lock-out/Tagout methods, shall establish Ground Fault Circuitry for Lighting/Equipment, etc., and comply with all OSHA, EPA & IDPH Requirements, including controlling access to work areas / waste load-out pathways limited to authorized personnel only & securing the Work Areas at all times.

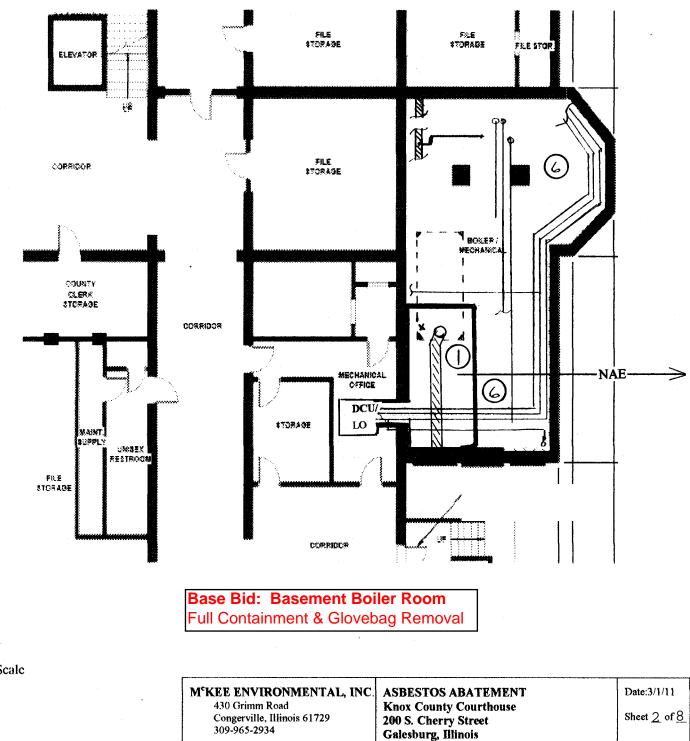
ABBREVIATIONS:

AC = Asbestos Abatement Contractor (a.k.a., "Contractor")	SB = Separation Barrier location per IDPH Requirements Section 855.430(b)
DCU = Decontamination Unit Location	NAE = HEPA Filtered Negative Air Exhaust possible location
LO = Waste Load Out Location	AD = AC secured & controlled access door to work Area per IDPH Section $855.430(b)$

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	Knox County Courthouse	
Congerville, Illinois 61729	200 S. Cherry Street	Sheet 1 of 8
309-965-2934	Galesburg, Illinois	

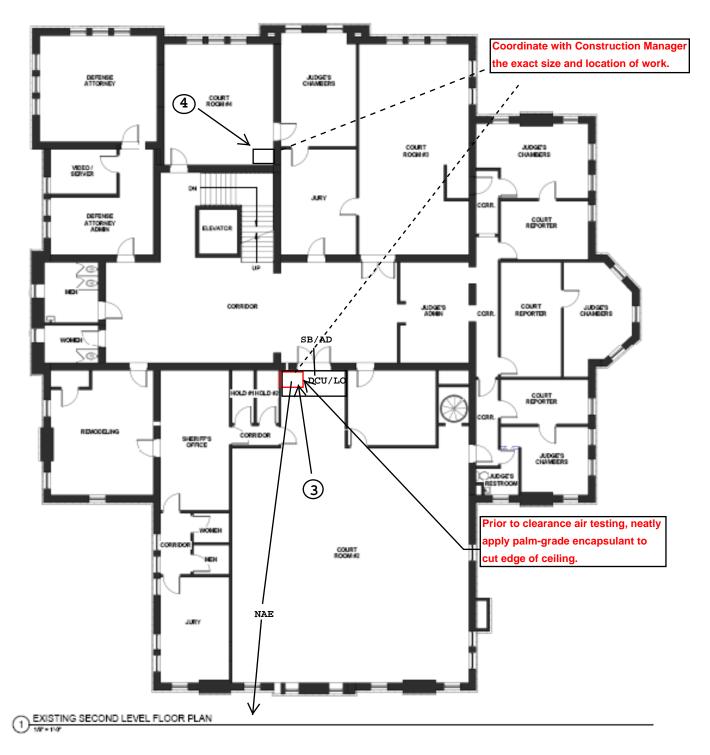
KNOX COUNTY COURTHOUSE KNOX COUNTY COURTHOUSE BUILDING

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Not to Scale

KNOX COUNTY COURTHOUSE BASE BID WORK



Second Floor Plan - Partial



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KNOX COUNTY COURTHOUSE Base Bid Work

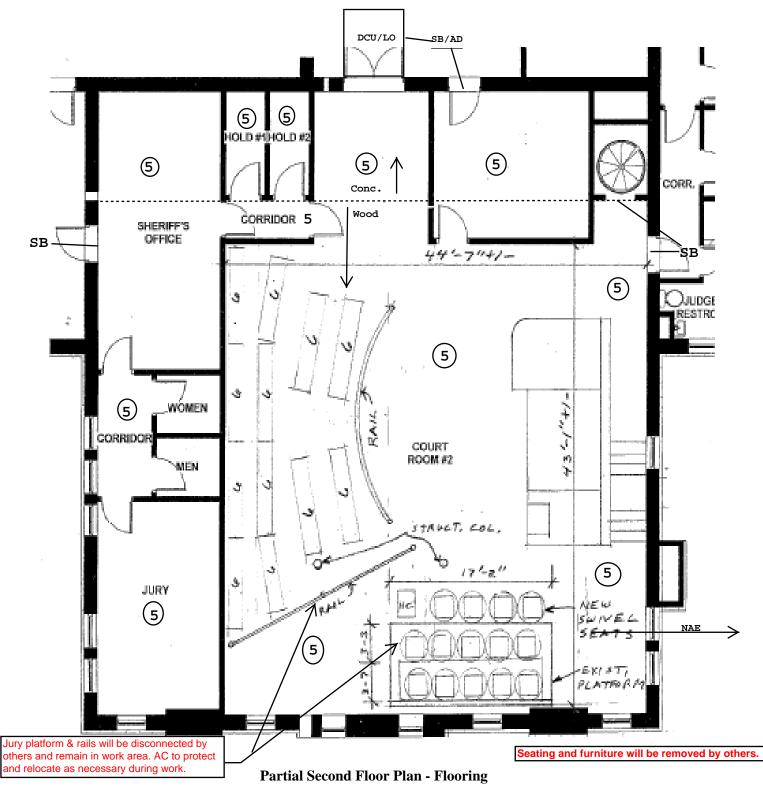


Third Floor Plan - Partial



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KNOX COUNTY COURTHOUSE ALTERNATE WORK



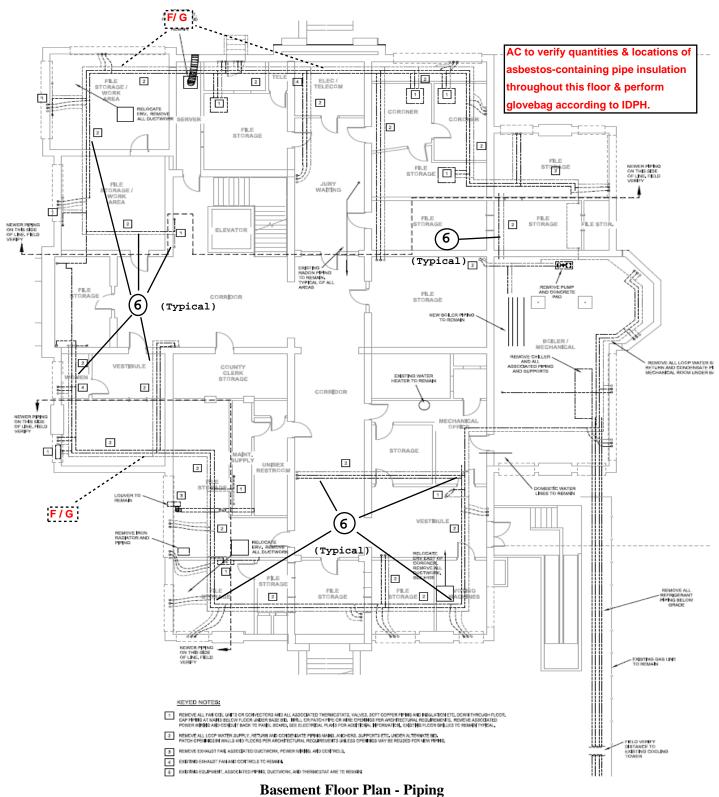
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Date:3/1/11 M^cKEE ENVIRONMENTAL, INC. ASBESTOS ABATEMENT 430 Grimm Road **Knox County Courthouse** Sheet 5 of 8Congerville, Illinois 61729 200 S. Cherry Street 309-965-2934 Galesburg, Illinois

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KNOX COUNTY COURTHOUSE

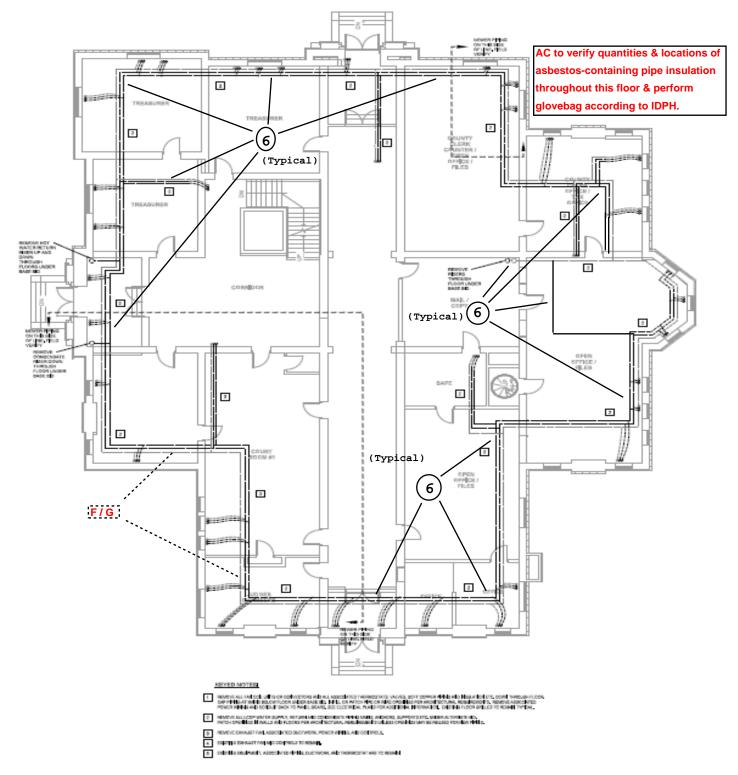
ALTERNATE WORK





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KNOX COUNTY COURTHOUSE ALTERNATE WORK

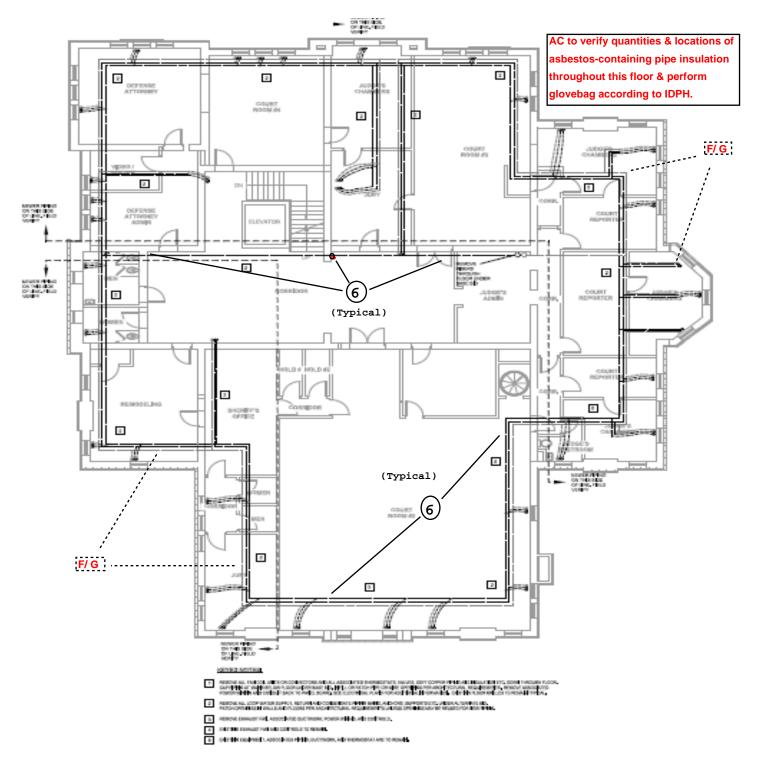






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KNOX COUNTY COURTHOUSE ALTERNATE WORK



Second Floor Plan - Piping



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