



**Illinois Department
of Transportation**

Special Provisions

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, Adopted January 1, 2002 , the latest edition of the “Manual on Uniform Traffic Control Devices for Streets and Highways”, and the “Manual of Test Procedures of Materials” in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Asbestos Abatement Barber Colman , and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

SPECIFICATIONS

1.0 Scope.

The City of Rockford requests bids from qualified companies to provide all labor, materials, equipment, and supplies necessary for the abatement of asbestos containing materials in compliance with all applicable State, Federal and local regulations including the State of Illinois Department of Public Health, the United States Environmental Protection Agency (USEPA), Regulations (40 CFR 61, NESHAPs- Asbestos), applicable Occupational Safety and Health Administration (OSHA) regulations, and Federal and State of Illinois Department of Transportation (IDOT) regulations for the property located at the Barber Colman Village addressed as 1300 Rock Street, Rockford, Illinois (Site) as described in Appendix A, herein. Twelve (12) areas consisting of structures containing asbestos containing materials are scheduled for removal. Buildings 4,5,7,9, and 11 as further described throughout this document are scheduled for abatement of all asbestos containing materials that would hinder redevelopment activities. Buildings 1, 10, 12, 16, 17, 18, and 19 are scheduled for abatement of all asbestos containing materials that would prohibit demolition activities. A series of tunnels, building crossovers and connections, two (2) smoke stacks, guard house, shed, security building, and well house located on the Site and described further in this document are also scheduled for abatement. A Site Plan of all buildings and other Site features is provided in Appendix A, along with a summary of information that identifies construction dates, possible building materials, and past operations.

1.1.1. Alternate Pay Items.

The tunnels and smokestacks are considered alternate bid items in that the City of Rockford retains the right to accept or reject pay items associated with these tasks.

1.1.2. Timeline.

The project will be broken into three (3) phases. Phase I will include activities associated with Buildings 5, 10, 19, storage shed, and guard shack. Phase I will have a completion timeline of 60 days from the award of bid. Phase II will include activities associated with Buildings 4, 9, 18, security building, and the crossovers. Phase II will have a completion timeline of 90 days from the award of bid. Phase III will include activities associated with Buildings 1, 7, 12, 16, 17 the well house and the two (2) smokestacks. Phase III will have a completion timeline of 120 days from the award of bid. All timelines are subject to change at the discretion of the City of Rockford.

2.0 Definitions.

- **Accessible** – when referring to ACM means that the material is subject to disturbance by building occupants or custodial or maintenance personnel in the course of their normal activities.
- **Asbestos** - the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.
- **Asbestos-containing material (ACM)** – any material or product that contains more than 1percent (>1%) asbestos.
- **Asbestos-containing building material (ACBM)** – surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of the building, including transite.
- **Category I non-friable ACM** – asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products.
- **Category II non-friable ACM** – any material excluding Category I non-friable ACM.
- **Damaged friable miscellaneous ACM** – friable miscellaneous ACM which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or for which any other reason lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM.
- **Damaged friable surfacing ACM** – friable surfacing material which has deteriorated or sustained physical injury such that the internal structure (cohesion) of the material is inadequate or, if applicable, which has delaminated such that its bond to the substrate (adhesion) is inadequate or for which any other reason lacks fiber cohesion or adhesion qualities. Such damage or deterioration may be illustrated by the separation of ACM into layers; separation from the substrate; flaking, blistering, or crumbling of the ACM surface; water damage; significant or repeated water stains, scrapes, gouges, mars or other signs of physical injury on the ACM.
- **Damaged or significantly damaged thermal system insulation ACM** – thermal system insulation ACM on pipes, boilers, tanks, ducts, and other thermal system insulation equipment where the insulation has lost its structural integrity, or its covering, in whole or in part, is crushed, water-stained, gouged, punctured, missing, or not intact such that it is not able to contain fibers. Damage may be further illustrated by occasional punctures, gouges or other signs of physical injury to ACM; occasional water damage on the protective coverings/jackets; or exposed ACM ends or joints.

- **Encapsulation** – an airtight, impermeable, permanent barrier around ACM to prevent the release of asbestos fibers into the ambient air.
- **Exposed** - when referring to ACM means that the material is subject to disturbance by building occupants or custodial or maintenance personnel in the course of their normal activities and does not require demolition activities to access.
- **Friable** - when referring to asbestos means material, that when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non-friable material after such previously non-friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.
- **Functional Space** – a room, group of rooms, or homogeneous area (including crawl spaces or the space between a dropped ceiling and the floor or roof deck above), designated by a person accredited to prepare management plans, design abatement projects, or conduct response actions.
- **Homogeneous area** – an area of surfacing material, thermal system insulation, or miscellaneous material that is uniform in color and texture.
- **Miscellaneous ACM** – means asbestos building materials that is on structural components, structural members or fixtures, such as floor or ceiling tiles, and does not include surfacing material or thermal system insulation.
- **Non-friable** - when referring to asbestos means material, that when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.
- **Potential damage** – circumstances in which: friable ACM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities; there are indications that there is a reasonable likelihood that the material or its covering will become damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage.
- **Potential significant damage** – circumstances in which: friable ACM is in an area regularly used by building occupants, including maintenance personnel, in the course of their normal activities; there are indications that there is a reasonable likelihood that the material or its covering will become significantly damaged, deteriorated, or delaminated due to factors such as changes in building use, changes in operations and maintenance practices, changes in occupancy, or recurrent damage; the material is subject to major or continuing disturbance, due to factors including, but not limited to, accessibility or, under certain circumstances, vibration or air erosion.
- **Regulated ACM (RACM)** – friable asbestos material; Category I non-friable ACM that has become friable; Category I non-friable ACM that will be subjected to sanding, grinding, cutting, or abrading; or Category II non-friable ACM that has a

high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

- **Significantly damaged friable miscellaneous ACM** – damaged friable miscellaneous ACM where the damage is extensive and severe.
- **Significantly damaged friable surfacing ACM** – damaged friable surfacing ACM in a functional space where the damage is extensive and severe.
- **Surfacing ACM** – asbestos material that is sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.
- **Thermal system insulation ACM** – asbestos material that is applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, water condensation, or for other purposes.

3.0 General Requirements.

3.1 Vendor Qualifications. All bidders on this project must be designated as a licensed asbestos abatement contractor, according to all applicable local, state, and federal governing agencies. All work to be performed within this contract shall be prevailing wage and benefits.

3.1.1 The successful contractor shall commence the abatement no later than 10 days from the date of the notice to proceed and shall complete the work awarded no later than **October 27th, 2006**. Failure to comply with any of these specifications will possibly result in the revocation of the contractor's license, or cancellation of the City's contract.

3.1.2 All work shall be done in a workmanlike manner, in compliance with all local, state and federal codes applicable thereto, and said work shall be performed by workmen trained and skilled in the craft involved.

3.2 Examination of Site. A pre-construction meeting is mandatory and will be scheduled for **XXX**. This meeting will consist of an overall Site walkthrough of all areas specified within. At that time, and only at that time, all questions relating to the abatement must be addressed by an on-site representative unless otherwise stated. Bidders shall carefully examine the project site(s) to eliminate misconceptions, verify dimensions, elevation, working conditions, contents, transportation and storage facilities. No bids shall be accepted from bidders not in attendance at the pre-construction meeting. Bidders shall give due consideration to same in preparing their proposals as no exceptions will be considered after awarding the contract; nor will the contractor be entitled to any extra compensation for his/her failure to verify conditions at the site. No exceptions will be considered after awarding the contract; nor will the Contractor be entitled to any extra compensation for his/her failure to verify conditions at the existing site. The contractor is responsible for all asbestos containing materials

within the structures. All asbestos containing material is to be removed unless otherwise stated by the City of Rockford or their designee.

The City assumes no responsibility for the condition of existing buildings and structures, nor their continuance in the condition existing at the time of issuance of the contract price or allowance for any change in conditions which may occur after issuance of the Invitation for Bids has been issued will be made. The City of Rockford reserves the right to reject any or all bids or any part thereof, to waive any formality, informality or information and errors in the bidding, to accept the bid considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so. Failure to submit all requested information may disqualify the bid.

3.3 Insurance Requirements. The following insurance requirements shall apply to the successful firm for the duration of the contract unless explicitly waived by the Central Services Manager:

3.3.1 Commercial General Liability. Contractor shall procure and maintain during the life of this contract, bodily injury and property damage liability insurance in amounts that shall not be less than (A) bodily injury liability coverage in a minimum amount of \$1,000,000 for injuries to any one person and for any one accident; and (B) property damage insurance in a minimum amount of \$1,000,000 for damage in all accidents except those involving automobile property damage.

3.3.2 Automobile Coverage. Comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$500,000.

3.3.3 Workers Compensation. Contractor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

3.3.4 Insurance Certificates. Prior to contract award, the Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Public Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

3.3.5 Performance Bond. The successful bidder will be required to furnish a Performance Bond and a separate Payment Bond in the amount of one hundred (100%) of the bid submitted.

3.4 Permits and Notices. Prior to obtaining the notice to proceed, the bidder shall provide documentation, verification/affidavit and copies of all notices sent to adjoining property owners of proposed abatement activities. Contractors will comply with all laws and regulations of any public authority having jurisdiction over the work. The Contractor will also, at his own expense, and in his own name, obtain all permits, certificates, and licenses required by the City; shall carry on all work under this contract in

strict conformity therewith, and shall save and keep harmless the City of Rockford from any expense incurred thereby

- 3.5** Protection of Persons and Property. The Contractor shall assume and bear all risk of damage to the work, and all risk of any accident, or accidents, from whatsoever cause arising, until the work herein provided for shall be fully completed and accepted by the City.
- 3.6** Temporary Structures. The Contractor shall furnish and erect all temporary fence, sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work and shall remove all such temporary structures upon the completion of the work under contract, all without additional compensation therefor. The Contractor shall have a competent superintendent on the site at all times that work is in progress with full authority to act for him.
- 3.7** Liquidated Damages. If the Contractor fails to perform the services within the time specified in the contract, the Contractor shall pay to the City liquidated damages for each calendar day delay in the amount of \$1,000 per day. If the Contractor fails to perform the services according to the specifications outlined in the contract, the Contractor shall pay the City liquidated damages equal to that of the cost to obtain performance of similar services. The City may terminate this contract in whole or part as provided in the default provisions. In that event, the Contractor will be liable for such liquidated damages accruing until such time as the City may reasonably obtain performance of similar services.
- 3.8** Payment. All work included in these specifications and related necessary tasks to prosecute this work to completion and to the satisfaction of the City of Rockford shall be limited to the total bid price. Contractors must submit dump receipts, manifests, permits, and sampling data (if applicable) for each site as part of their payment request.

By submitting a bid and all required bid related documentation, the Abatement Contractor acknowledges the following:

- The Abatement Contractor has visited the worksite, reviewed, investigated, visually inspected, and estimated the quantities and types of material to be removed in the proposed work areas.
- The Abatement Contractor has read and understood the Project SOW and scheduling requirements stated in this Specification.

The bid submitted represents a true and fair appraisal to perform comprehensive abatement operations in accordance with said Project SOW at the Barber Colman Village located at 1300 Rock Street, Rockford, Illinois.

4.0 Detailed Specifications.

- 4.1** Bidders. Each bidder shall be qualified, properly licensed and bonded to operate the business of an Asbestos Abatement Contractor in the City of Rockford.

Bidders shall also submit the following:

- A copy of the Abatement Contractor's insurance certificates in accordance with the City of Rockford's insurance requirements as specified in the general specifications.
- List any current litigation pending or prior decisions. Notification of any State or Federal (e.g., EPA, DOT, and OSHA) violations or citations or local citations.
- Proposed waste transportation and disposal facilities/operators.
- A statement by the Abatement Contractor in their bid proposal acknowledging that all work shall be performed according to the requirements of this Bid Specification.

The City of Rockford or its designee shall not be held responsible for Abatement Contractor oversights or under-estimates, or regulatory violation and restriction relating to the work. The City of Rockford reserves the right to accept or reject any and all bids, or portions of any bids relating to this Bid Specification.

- 4.2** Utilities. The Contractor shall arrange for the discontinuance of all utilities (if necessary) that serve the building(s) as required to perform abatement procedures in accordance with the respective requirements and regulations of the City and utilities involved (**City disconnecting utilities**). This work shall include all excavation, pavement removal and subsequent replacement and necessary granular backfill to complete the work. Any charges by the City Water Division for this work shall be included in the bid price. This work will be considered mandatory unless specific instructions are given in writing to the contrary. The cost for this work will not be paid separately but considered incidental to the price bid for asbestos removal. The contractor shall keep the Building Official informed of his plans for the performance of any work in connection with the sealing off of such utilities in order that proper inspection can be provided at the time the work is performed. All work in the public right of way shall be done in accordance with Section 26-123 of the City of Rockford Code of Ordinances.

- 4.3** Inspection. The successful bidder shall, before disconnecting utilities, have the City of Rockford Building Department and/or Rock River Water Reclamation District, if they require, make inspections before any disconnection is started. The purpose of this requirement is to check if the sewer line is open to the trunk line or there are any incidental connections that would disrupt service to an adjacent property. On-site

inspections shall be made as the City of Rockford deems necessary. The completed project shall be inspected before final payment is made.

- 4.4** Removal of Material. The successful bidder shall remove all rubbish and waste resulting from the abatement work. The bidder shall use an approved dumpsite for depositing of all materials. Dump receipts must be retained and submitted upon request. **Each bidder shall provide with their bid the location where the debris from this abatement will be dumped. State licensed site(s) for dumping rubble or any other private site where debris will be accepted must be listed.** The bidder shall leave the premises in such condition that it will not constitute a public nuisance.

The Contractor will be responsible for all asbestos inspection and abatement. A visit to the site and identification of all asbestos materials has already been done, however, this information is not to be solely relied upon. Asbestos abatement shall be in accordance with OSHA, NESHAP, EPA, Federal, State and local requirements. In applying for an EPA permit, the Contractor must submit all necessary notices for removal as required by the regulating agencies. Asbestos inspections have already been completed by **Wight & Company** and Fehr Graham & Associates. The reports are provided in Appendix B. If there are any questions regarding the EPA process, please contact Dan Stoehr of Fehr Graham and Associates at 815-235-7643. The inspection reports are included in this specification. Any additional asbestos containing material found shall be properly removed and disposed of at the contractor's expense. No change orders will be entertained for material discovered after contract award. Asbestos removal and disposal costs shall be reflected in the contractor's Bid Proposal as separate items per building per class of material (i.e. Category I Non-Friable, Category II Friable).

Buildings 10, 12, 16, 17, 18, 19, 20, the associated sheds and shacks and houses as previously described, and crossovers are to be demolished at a later date. Complete removal of all asbestos containing material that would otherwise impede the demolition process is required for these structures unless otherwise stated by the City of Rockford or their designee. Buildings 4, 5, 7, 9, and 11 are to remain for later redevelopment. Abatement activities for these structures can include encapsulation or other form of approved abatement for areas that will not impede redevelopment of the structure. Details and procedures for proposed methods shall be provided with the bid and approved by the City of Rockford or their designee prior to abatement activities. Abatement of materials contained in the Tunnels and smoke stacks can be included under these procedures. The City of Rockford or their designee retains the right to determine or change the order in which buildings are to be abated at any time.

The Abatement Contractor shall pre-clean the immediate surfaces within the work area using HEPA-vacuums and wet-wiping techniques, prior to constructing operational decontamination facilities and work area barriers. The Abatement Contractor shall then install critical barriers, consisting of two (2) layers of 6-millimeter (6-mm) polyethylene sheeting on all windows, doors, vents, plenums, etc., and secure with duct tape. The Abatement Contractor shall then install primary barriers, consisting of a minimum of one (1) layer on all floor surfaces.

The Abatement Contractor shall place the work area under air filtration/pressure-differential to complete work area preparation activities. The required pressure-differential shall be at least 0.04 inches of water. Air filtration/pressure-differential units shall be exhausted to the facility exterior through the nearest feasible access route.

Worker protection shall include donning disposable Tyvek (or equivalent) coveralls and wearing the proper level of respiratory protection equipped with HEPA-filters, in accordance with the Abatement Contractor's written Respiratory Protection Program. A half-face, negative-pressure respirator equipped with HEPA-filters shall be worn as a minimum.

4.4.1 Pipe Fitting and Breaching Insulation: The Abatement Contractor shall thoroughly wet and carefully remove the pipe fitting insulation and breaching materials and place immediately into an Asbestos disposal bag. Wrap covered pipe may be dropped to floor and entire pipe removed if applicable. Upon completion of abatement, seal bags with duct tape, then place into a second Asbestos disposal bag and decontaminate exterior of the waste bag by wet-wiping. All waste bags shall be sealed with duct tape, the neck of the bag bent over itself (goose neck), and an additional three (3) wraps of duct tape applied, then, affix applicable OSHA, DOT, and waste generator labels.

4.4.2 Boiler Gasket Material: Taking the proper safety precautions, the Abatement Contractor shall wet down and carefully pick-up the ACM debris on and around the boiler. Place the material in an Asbestos disposal bag, seal, and wrap with duct tape, and then place into a second Asbestos disposal bag. Next, the Abatement Contractor shall carefully disassemble the boiler section by section, carefully removing the insulation materials. If applicable, ACM covered sections may be entirely disposed of as ACM debris. All waste bags shall be sealed with duct tape, the neck of the bag bent over itself and an additional three (3) wraps of duct tape applied, then, affix applicable OSHA, DOT, and waste generator labels. Decontaminated boiler components shall be disposed of by the City of Rockford.

Abatement in each work area shall begin only after work area preparation requirements have been met, and approved of by the City of Rockford or their designee. The Abatement Contractor shall comply with this Specification. Should the Abatement Contractor fail to comply with this Specification, all work shall stop until a meeting between the Abatement Contractor and the City of Rockford is held on-site.

Final Cleaning shall be conducted of all surfaces of the work area including: walls, floors, ceilings, equipment, containment barriers, decontamination units, and other items in the work area by use of HEPA- vacuums and then damp-cleaning and mopping the entire work area. (Note: Unless otherwise equipped and stated by the manufacturer, a HEPA- vacuum may fail if used with wet materials.) Dry-dusting or dry-sweeping is prohibited.

Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible dust and debris on the surfaces in the work area. Reclean all surfaces of the work area using HEPA-vacuums and damp-cleaning and mopping methods.

Change all primary and secondary filters on the pressure-differential/air-filtration units and properly dispose of as Asbestos waste material.

Sufficient air clearance samples using aggressive sampling techniques may be performed by the City of Rockford. The air clearance criteria for this project shall be: 0.010 fibers per cubic centimeter, as analyzed by Phase Contrast Microscopy (PCM), for each clearance air sample.

Ambient air samples shall be collected by the City of Rockford in and around the work areas, in addition to air clearance sampling. Should perimeter air monitoring and analysis for total airborne fiber concentrations during abatement determine that areas outside the immediate work areas exceed 0.010 f/cc, and it can be determined that the Abatement Contractor was the cause of the elevated airborne fiber levels, the Abatement Contractor shall immediately stop all work, isolate the immediate area(s) with critical barriers consisting of two (2) layers of 6-mm polyethylene sheeting, and perform project decontamination in accordance with Final Cleaning procedures as stated above. Air clearance samples will be collected by the City of Rockford in accordance with the above procedures.

- 4.5 Final Grade. Upon completion, disturbed areas must be smoothly graded to match the perimeter.
- 4.6 Parking Lots, Basement and Foundation. Any sidewalk damaged or removed during abatement shall be replaced with temporary concrete or bituminous surface at the Contractor's expense.
- 4.7 Storage Tanks. In the event that a boiler unit or above ground storage tank (AST) exists within the building to a capacity that would hinder abatement activities, in accordance with State and City Fire Department regulations, unless otherwise directed by the Building Official, they shall be removed and disposed of by the Contractor.
- 4.8 Waste Disposal. All waste generated from this project shall be labeled in accordance with all applicable regulations and disposed of in a landfill approved for accepting Asbestos waste. All waste shall be double bagged in Asbestos disposal bags, affixed with applicable labels identifying the City of Rockford Barber Colman Village, 1300 Rock Street, Rockford Illinois as the waste generator. All waste bags shall be sealed with duct tape, the neck of the bag goose necked and all additional three (3) wraps of duct tape applied.
- 4.9 Piping. In the event that piping or piping runs are wrapped or coated with ACM, for the purpose of efficiency, the pipe or piping run may be removed with ACM attached for proper disposal as an option to the

contractor. All abatement procedures as such must still meet any and all applicable abatement regulations.

4.10 Completion of Abatement. A final inspection and confirmation air sampling shall be conducted by the City of Rockford or their designee before the project is closed out.

4.11 Basis of Payment. All of the work included in these Special Provisions and related to or necessary to prosecute this work to completion and to the satisfaction of the City of Rockford, shall be paid for at the contract pay item bid price per class of material, per building.

The Abatement Contractor shall make one (1) application for payment referencing the Schedule of Prices form provided within the Bid Specifications. Final completion is defined as receipt and approval of all post-abatement documentation, and completion of all (if any) punch list items, which may be required of the Contractor. Application and request for payment shall be based upon the following percentages:

- One hundred percent (100%) based upon final completion.

Unless otherwise stated, invoices are to be submitted in duplicated upon delivery or pickup to the user department or division. The invoice must include an itemization of all items stated within the Schedule of Prices in addition to supplies, repairs, or labor furnished, including unit list price, extensions and total amount due.

Appendix A